

FINAL DRAFT – 04/22/16

**EMERGENCY MEDICAL SERVICES CONTINUING MEDICAL EDUCATION
AGREEMENT**

AGREEMENT made this ____ day of _____, 2016, between the Cities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, Safety Harbor, Seminole, St. Pete Beach, St. Petersburg, South Pasadena, Tarpon Springs and Treasure Island, Florida municipal corporations; the East Lake Tarpon Special Fire Control District, Lealman Special Fire Control District, Palm Harbor Special Fire Control District and Pinellas Suncoast Fire & Rescue District, Florida political subdivisions ("Contractors") and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority") known as ("Parties").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services ("EMS") throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").
2. Pursuant to The Acts, the Authority has contracted with various municipalities, independent special fire districts, and corporations to provide first responder services, ambulance services and Medical Director services.
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 ("EMTs") must meet certain Continuing Medical Education ("CME") requirements in order to be certified to provide emergency medical services in Pinellas County.
4. The Authority is responsible for providing and making available to Contractors a CME training program at multiple, regionally located training sites. ~~such training available 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 CME training program be conducted under the joint auspices of the Authority and the ~~Contractors~~Provider Agencies for first responder services and ambulance services.
6. The Authority and ~~the~~ Contractors desire to partner and mutually cooperate ~~in order~~ to implement and maintain a CME training program ~~which meets the needs of Paramedics and EMTs to be skilled in patient assessment and care modalities.~~
7. The intent is to utilize classroom training for scenario and competency based skills assessment coupled with online training to meet CME requirements.
8. Classroom based training will include making a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of ~~F~~first ~~R~~esponder units and ~~A~~ambulances.

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

ARTICLE I

THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE

The ~~foregoing recitals are hereby incorporated and made part of this Agreement.~~ The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto ~~aspirational parameters for the intergovernmental cooperation to use all best efforts~~ to enable the cooperative provision of a comprehensive CME training program.

SECTION 102. COOPERATION

The Parties shall cooperate and use~~make~~ all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

SECTION 103. CONTRACT DOCUMENTS

The following Appendix is attached to and made part of this Agreement:

Appendix A. List of Contractors

Appendix B. Reimbursement Forms

ARTICLE II **DEFINITIONS**

SECTION 201. WORDS AND TERMS

Terms used but not defined in this Agreement shall have the same meaning as those terms in the Emergency Medical Services ALS First Responder Agreement between the Authority and Contractors.

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

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

"Continuing Medical Education Training Program" or **"CME Training Program"** means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

"CME Instructor" means a County Certified Paramedic or County Certified ~~R~~registered ~~N~~nurse, employed and approved by a Provider Agency, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS ~~s~~System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.


~~"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 EMS Rules and Regulations.~~

"Course" means any individual CME offering available online or through a sufficient number of classroom based training classes. Regular CME Courses, whether online or and classroom based, will be two (2) hours in duration.

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

~~"EMS Rules and Regulations" means the then current EMS rules and regulations adopted by the Authority as may be amended.~~

~~"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.~~

"Learning Management System" means the integrated ~~F~~ire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all ~~s~~Students, and reports for CME Instructor activity. All Contractors will utilize ~~shall remain on~~ the common software platform, Target Solutions,  or a successor software product as determined ~~by the Authority upon agreement with~~ Contractors ~~Provider Agencies~~ and the CME steering committee ~~as defined in~~ the EMS Rules and Regulations.

~~"Medical Director" means the licensed physician, or a corporation, association, or partnership composed of physicians, which employs the licensed physician contracted with the Authority to provide medical direction services to the EMS System.~~

~~“Provider Agency” means all basic life support and advanced life support first responder agencies which have received a certificate of public convenience and necessity.~~


ARTICLE III

OBLIGATIONS, COMPENSATION AND OTHER FINANCIAL PROVISIONS REIMBURSEMENT

SECTION 301. PROVISION OF CME.

~~Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses.~~ Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the additional CME program instructors directly or through another means.

SECTION 302. REIMBURSEMENT FOR CME INSTRUCTORS.

The Authority ~~shall agree to~~ reimburse each Contractor for the actual cost of salary and benefits up to \$60.00 per hour for overtime or backfill costs ~~for the Contractor’s~~ CME Instructor hours that are preapproved in writing, through the published master EMS training calendar, by the Authority. Contractor may establish a rate of pay for CME Instructor which shall not exceed \$60.00 per hour  ~~subject to the \$60.00 per hour cap.~~ The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing.

~~Contractors shall be reimbursed monthly in arrears. Contractor shall submit invoices to Authority utilizing Exhibit B following the submission of all necessary payroll summaries and required paperwork for each class taught by each of the Contractor's CME Instructors. Invoices shall be submitted within twenty (20) days following the last day of after each month utilizing the reimbursement form and submission requirements shown on Appendix B. Contractor shall be reimbursed monthly in arrears.~~

SECTION 3032. FISCAL NON-FUNDING.

~~Notwithstanding any other provision of this Agreement to the contrary, i~~n the event sufficient budgeted funds are not available for a new ~~F~~fiscal ~~Year~~period, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement s in writing within five (5) days of the determination of such ~~occurrence, and this Agreement~~ shall terminate on the last day of the current ~~f~~Fiscal ~~Year~~period without penalty or expense to the Authority.

SECTION 3034. NOT TO EXCEED CAP.

The cumulative, not-to-exceed budgeted amount for all CME Instructor reimbursement for all Contractors for the Fiscal Year 2015-2016 under this Agreement, and the analogous provisions of the corresponding Ambulance Services Agreement, as amended, is ~~Five~~Four Hundred Thousand Dollars (\$~~5~~400,000.00).

The Authority shall reimburse annually, in the first payment in each Fiscal Year, ~~for~~ the Contractor's cost for the use of the Learning Management System for its ~~S~~students. Such reimbursement -shall be ~~reimbursed~~ fifty percent (50%) of the costs of use of the Learning Management System up to \$50 per ~~S~~student per Fiscal Year (does not include payment for ~~S~~student training time).

For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this

Agreement, and payment for the analogous training provisions of the Ambulance Services

Agreement, as amended, for any Fiscal Year exceed ~~Six~~Five Hundred and Fifty Thousand Dollars (~~\$6~~50,000).

It is recognized by the ~~P~~parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the ~~p~~Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

SECTION 401. INSURANCE REQUIREMENTS. Contractors and Authority adopt and incorporate herein the Minimum Insurance Requirements and Additional Insurance Requirements of the Emergency Medical Services ALS First Responder Agreement.

SECTION 402. LIABILITY. Contractors and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director. This Section 402 shall survive expiration or earlier termination of this Agreement.


ARTICLE IV

**TERM AND
TERMINATION**

SECTION 4501. TERM OF AGREEMENT.

This Agreement shall be for a term of two (2) years beginning on October 1, 2015, and shall expire on September 30, 2017. This Agreement may be renewed for two an additional one (1) year terms at the end of the initial term through written agreement of the Parties.

SECTION 4502. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated without cause by any either Party at any time, upon giving ninety (90) days written notice in accordance with  Section 501.

SECTION 4503. EFFECTIVE DATE.

The effective date of this agreement shall be retroactive to October 1, 2015 for reimbursement purposes.

**ARTICLE VI
MISCELLANEOUS**

SECTION 5601. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the Authority or the County.

SECTION 602. APPLICABLE LAWS. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 603. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 604. 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
Pinellas Country EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See **Appendix A.**

SIGNATURE BLOCKS TO COME

**Appendix A List of
Contractors**

<p>City Manager CITY OF CLEARWATER 112 S. Osceola Avenue Clearwater, FL 33756</p>	<p>City Manager CITY OF PINELLAS PARK P O Box 1100 Pinellas Park, FL 33780-1100</p>
<p>City Manager CITY OF DUNEDIN P O Box 1348 Dunedin, FL 34697</p>	<p>Chairman, Board of Fire Commissioners PINELLAS SUNCOAST FIRE & RESCUE DISTRICT 304 First Street Indian Rocks Beach, FL 33785</p>
<p>Chairman, Board of Commissioners EAST LAKE TARPON SPECIAL FIRE CONTROL DISTRICT 3375 Tarpon Lake Boulevard Palm Harbor, FL 34685</p>	<p>City Manager CITY OF SAFETY HARBOR 750 Main Street Safety Harbor, FL 34695-3597</p>
<p>City Manager CITY OF GULFPORT 2401 53rd Street South Gulfport, FL 33707</p>	<p>City Manager CITY OF ST. PETE BEACH 155 Corey Avenue St. Pete Beach, FL 33706-1701</p>
<p>City Manager CITY OF LARGO P O Box 296 Largo, FL 33779-0296</p>	<p>Mayor CITY OF ST. PETERSBURG 175 Fifth Street North St. Petersburg, FL 33701</p>
<p>Chairman, Board of Commissioners LEALMAN SPECIAL FIRE CONTROL DISTRICT 4360 55th Avenue North St. Petersburg, FL 33714</p>	<p>City Manager CITY OF SEMINOLE 9199 113th Street North Seminole, FL 33772-2806</p>
<p>City Manager CITY OF MADEIRA BEACH 300 Municipal Drive Madeira Beach, FL 33708</p>	<p>City Clerk CITY OF SOUTH PASADENA 7047 Sunset Drive South South Pasadena, FL 33707-2895</p>
<p>City Manager CITY OF OLDSMAR 100 State Street West Oldsmar, FL 34677-3655</p>	<p>City Manager CITY OF TARPON SPRINGS 324 Pine Street East Tarpon Springs, FL 34689</p>
<p>Chairman, Board of Commissioners PALM HARBOR SPECIAL FIRE CONTROL DISTRICT 250 W. Lake Road Palm Harbor, FL 34684</p>	<p>City Manager CITY OF TREASURE ISLAND 120 1 08th Avenue Treasure Island, FL 33706-4794</p>