



**BOARD OF SUMTER COUNTY COMMISSIONERS**

Chairman - Steve Printz - District 5  
Vice Chairman - Garry Breeden - District 4  
2<sup>nd</sup> Vice Chairman - Al Butler - District 1  
Doug Gilpin - District 2  
Don Burgess - District 3

**October 20, 2020  
5:00 PM**

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES  
ANY PERSON WHO MAY FEEL THE NEED TO APPEAL A BOARD DECISION IS HEREBY NOTIFIED  
THAT IT WILL BE NECESSARY FOR YOU TO PROVIDE YOUR OWN VERBATIM RECORDING OF THE  
BOARDS MINUTES OR ANY PORTION THEREOF

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Any person requiring reasonable accommodation at this meeting because of a disability, physical impairment, or interpretation needs should contact the County Administrator's Office, 7375 Powell Road, Wildwood, FL 34785 (352) 689-4400 at least two days before the meeting.

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Meeting Location: Everglades Regional Recreation Center (5497 Marsh Bend Trail,  
Yellowstone/Yosemite Room, The Villages, FL 32163)

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**AGENDA**

1. MEETING IS CALLED TO ORDER BY THE CHAIRMAN
2. PUBLIC FORUM
3. Update On The Progress Of Improving Patient Outcomes In The Delivery Of Emergency Medical Services (For Information Only)

Documents:

[Executive Summary Improving Patient Outcomes Update.pdf](#)  
[Improving Patient Outcomes Correspondence.pdf](#)  
[Certificate of Public Convenience and Neccessity The Villages Public Safety Department.pdf](#)  
[Certificate of Public Convenience and Necessity Edumnd Cain.pdf](#)  
[Executive Summary Agreement Amendment No. 1 UF IFAS.pdf](#)  
[Agreement Amendment No 1.pdf](#)  
[Agreement 2.11.20 Contract UF Department of Emergency Medicine.pdf](#)

4. State Of Emergency Declaration Extension Sumter County Board Of County Commissioners (Staff Recommends Approval).

Documents:

[State of Emergency Declaration 10.20.20.pdf](#)

5. ADJOURN

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
EXECUTIVE SUMMARY

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**SUBJECT:** Update on the Progress of Improving Patient Outcomes in the Delivery of  
Emergency Medical Services (For Information Only)

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**REQUESTED ACTION:** No Action Required, but any additional direction would be  
appreciated

**Meeting Type:** Special Meeting

**DATE OF MEETING:** 10/20/2020

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**CONTRACT:**  N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: Administrative Services

**BUDGET IMPACT:** \_\_\_\_\_

**FUNDING SOURCE:** \_\_\_\_\_

**Type:** N/A

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

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**HISTORY/FACTS/ISSUES:**

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From the 2019 July budget workshop, the Board directed me to review and work to improve patient outcomes in delivering emergency medical services. Improving patient outcomes begins with the availability of service before the 911 call for medical help to the dispatch for services to on-scene support to the transport to the hospital or freestanding ER and ultimately leaving the hospital with the best medical outcome for the patient.

In August of 2019, Mr. Baier, the Village Center Community Development District (VCCDD) Manager, and I interviewed our consolidated emergency medical director at the time (consolidated via three separate agreements) and visited with two fire operations, dispatch, and ambulance operations.

From this process, an action item list was derived (see the attached documentation).

It was not until the Board's action on 10/13/20 that all but one of the remaining items of the original five actions can now move forward (see the attached documentation):

1. AMR/Sumter County Fire & EMS/VCCDD are on a consistent platform for patient care software (as of July 2020)
  2. UF College of Medicine will now provide the medical protocols and QA/QC oversight of all ALS/BLS service provision in Sumter County (approved 10/13/20)
  3. UF College of Medicine will now provide the consolidated (under one contract) all Medical Direction and consistent QA standards for all ALS/BLS service provision in Sumter County (approved 10/13/20)
  4. UF College of Medicine will now provide consistent Paramedic and EMT testing standards in Sumter County (approved 10/13/20)
  5. AED Program (still pending VCCDD review to shift from resident-fee-based subscription service)
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SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
EXECUTIVE SUMMARY

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**While working on the first four action items and an area for improvement that does not involve the VCCDD contracted services, operating as The Villages Public Safety Department (VPSD), is the impact on patient outcomes associated with the timely offloading of patients at the hospital. Anecdotal data was shared in the past with the Central Florida Health Alliance, but as it is transitioning to the UF Health/Shands system, I tasked AMR for documented data on this issue. As noted in my email and his response, the CEO of the local hospital recognizes the need to improve patient outcomes by reducing the time for the handoff from the ambulance transport to the hospital. The delay in offload also impacts timely service for the next level of care as well as holds an ambulance from returning to its position to be available for the next call for medical service.**

**If the Board has further direction on the next steps to improving patient outcomes, please indicate it at this meeting.**

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**Prepared by: Bradley Arnold**

**Grammarly Check**

## Arnold, Bradley

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**From:** Arnold  
**Sent:** Sunday, August 25, 2019 8:12 AM  
**To:** 'Baier, Richard'  
**Subject:** [Forwarded from Intradyn] [Thu Oct 15 13:04:52 2020] Improving Patient Outcomes

Richard,

Here is what I am going to share with the Fire & EMS personnel on 8/28 and 8/29 (at the bottom of the email). Since our internal review was just that, there cannot be a “recommendation” to the BOCC but a sharing of internal findings/actions that are within mine and your authority. The future items would be brought to our respective governing bodies in the future. You will note that I am not declaring anything about the medical director but it is included in the “protocols change management” process.

Let me know if you agree with the content I plan to share and the direction noted above.

Bradley

# Improving Patient Outcomes Internal Review

## • Opportunities for improvement

1. Patient care software
2. Medical protocols change management
3. QA standards
4. Paramedic testing standards
5. AED program (Future)
6. Non-emergency dispatch (Future)
7. System structure efficiencies (Future)

## • Actions

1. Review ESO as the consistent platform
2. Formalize medical protocols change management
3. Formalize consistent QA standards
4. Formalize consistent Paramedic testing standards
5. Pending District review
6. Pending District/County review
7. Pending District /County review



**Bradley Arnold**  
County Administrator

Board of Sumter County Commissioners  
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Fax: 352-689-4401  
[www.sumtercountyfl.gov](http://www.sumtercountyfl.gov)



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## Arnold, Bradley

---

**From:** Baier  
**Sent:** Monday, August 26, 2019 3:47 PM  
**To:** Arnold, Bradley  
**Cc:** Cain, Edmund; Goodworth, James  
**Subject:** [Forwarded from Intradyn] [Thu Oct 15 13:10:33 2020] RE: Improving Patient Outcomes  
**Attachments:** Improving Patient Outcomes-RB.PDF

Bradley, please see the edits attached and let me know if you have any comments.

Richard

---

**From:** Arnold, Bradley [mailto:Bradley.Arnold@sumtercountyfl.gov]  
**Sent:** Sunday, August 25, 2019 5:25 PM  
**To:** Baier, Richard  
**Cc:** Cain, Edmund; Goodworth, James  
**Subject:** RE: Improving Patient Outcomes

Richard,

Proceed with your edits and send it back to me, since I haven't released it to my team (other than Steve to review). I just need them tomorrow.

Bradley

Bradley Arnold  
County Administrator  
Board of Sumter County Commissioners  
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---

**From:** Baier, Richard <Richard.Baier@districtgov.org>  
**Sent:** Sunday, August 25, 2019 5:01 PM  
**To:** Arnold, Bradley <Bradley.Arnold@sumtercountyfl.gov>

**Cc:** Cain, Edmund <Edmund.Cain@districtgov.org>; Goodworth, James <James.Goodworth@districtgov.org>

**Subject:** Re: Improving Patient Outcomes

Bradley,

Thank you for sharing these-

Number two- phrase “change management” is confusing so I would reword as Medical protocol standardization and unified procedure for amendment

I would like to show greater emphasis on the AED Program Coordinative changes that rest on the District. Future does make it seem out there. I have copied Chief to give me some better target.

Number Seven is too broad and it will fuel a good deal of unnecessary chatter. I would note that we are two departments working on one elevated level of patient care excellence.

Richard

Sent from my iPhone

On Aug 25, 2019, at 8:12 AM, Arnold, Bradley <[Bradley.Arnold@sumtercountyfl.gov](mailto:Bradley.Arnold@sumtercountyfl.gov)> wrote:

Richard,

Here is what I am going to share with the Fire & EMS personnel on 8/28 and 8/29 (at the bottom of the email). Since our internal review was just that, there cannot be a “recommendation” to the BOCC but a sharing of internal findings/actions that are within mine and your authority. The future items would be brought to our respective governing bodies in the future. You will note that I am not declaring anything about the medical director but it is included in the “protocols change management” process.

Let me know if you agree with the content I plan to share and the direction noted above.

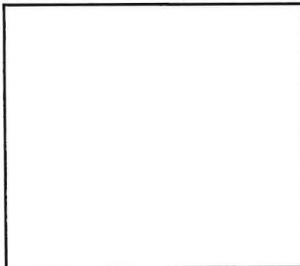
## Improving Patient Outcomes Internal Review

- Opportunities for improvement

1. Patient care software
2. Medical protocols change management
3. QA standards
4. Paramedic testing standards
5. AED program (Future)
6. Non-emergency dispatch (Future)
7. System structure efficiencies (Future)

- Actions

1. Review ESO as the consistent platform
2. Formalize medical protocols change management
3. Formalize consistent QA standards
4. Formalize consistent Paramedic testing standards
5. Pending District review
6. Pending District/County review
7. Pending District /County review



**Bradley Arnold**

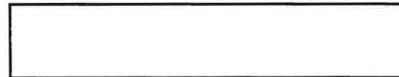
County Administrator

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## Improving Patient Outcomes

Opportunities for improvement	Actions
1. Patient care software	1. Review platforms as to selection of a consistent platform
2. QA Standards	2. Formalize consistent QA credentialing standards
3. Medical Protocols revision management	3. Formalize medical protocols revision management
4. Paramedic and EMT credentialing standards	4. Formalize consistent Paramedic and EMT credentialing standards
5. AED Program (Future)	5. Pending District Review
6. Non-emergency dispatch (Future) *	6. Pending District/County review *
7. System structure efficiencies (Future) **	7. Pending District/County review **

\* Doesn't belong – delete (Not patient care).

\*\* Premature – will create un-necessary turmoil between and for line staff. Need to roll out at next outcome response.

## Arnold, Bradley

---

**From:** Arnold  
**Sent:** Monday, August 26, 2019 5:54 PM  
**To:** @County Commissioners  
**Cc:** 'Baier, Richard'  
**Subject:** [Forwarded from Intradyn] [Thu Oct 15 13:05:31 2020] Presentation  
**Attachments:** ACA Quarterly Meeting August 2019.pptx

Gentlemen,

Richard and I were pleased to conclude the “improving patient outcome” internal review. As noted in the last slide for presentation to the Sumter County Fire & EMS team we determined there are opportunities within our respective authority that we should explore further including the identified first action step for each. The last item is in the hands of the District government to review and how the District can partner with Sumter County for any change proposed.

Bradley



**Bradley Arnold**  
County Administrator

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# Improving Patient Outcomes Internal Review

- Opportunities for improvement

1. Patient care software
2. Medical protocols revision management
3. QA standards
4. Paramedic and EMT credentialing standards
5. AED program (Future)

- Actions

1. Review for a consistent platform
2. Formalize medical protocols revision management
3. Formalize consistent QA standards
4. Formalize consistent Paramedic and EMT credentialing standards
5. Pending District review



# The Villages®

## PUBLIC SAFETY DEPARTMENT

### Memorandum

To: All Field Personnel

From: Edmund A. Cain, Fire Chief

Date: 08/27/2019

Subject: Improved Patient Outcome Collaboration -Two Departments Providing an Excellent Unified Patient Care Model

Hello all,

In a combined effort to ensure continuous quality improvement, we have recently met with Sumter County Fire Rescue and AMR to discuss opportunities for patient care improvement that will enhance pre-hospital medical care. All three agencies have identified methods which will significantly enhance patient care while ensuring continuity through standardized treatment and training practices. The group collectively identified five initiatives that are critical in delivering the best service to our residents regardless of their location or the provider they encounter. I will bullet these initiatives below along with a brief explanation:

- Standardized Patient Care Software – Utilization of the same patient care reporting software will enable a standardized Quality Assurance practice by all agencies. Standardization of the Quality Assurance Program assures all agencies are in compliance with medical direction and regulatory standards. This practice will assist all agencies with gathering accurate patient outcome data pertinent to qualifying and quantifying performance objectives. VPSD will ensure that the EMS software chosen will interface with Emergency Reporting ® as a component of the patient care report module. This will allow continuous documentation of care from initial patient contact through transfer of care to the transporting agency and ending with emergency care at the final receiving facility.
- Quality Assurance Standards – Development of a county wide QA program, applicable to all three agencies, will ensure identified performance measures are effective in achieving the common goal of providing exceptional patient care. This standard will ensure all agencies are held to the same level of performance standards of pre-hospital care.
- Medical Protocol Revision Management – Formation of a committee comprised of members from all three agencies will evaluate and adopt protocols so that there is one protocol for all agencies mandated by the Office of Medical Direction. The committee, along with the Office of Medical Direction, will evaluate the protocols effectiveness, recommend changes needed to address current practices and present the revisions to each Agency Head for approval signatures.

- Paramedic and EMT Credentialing Standards – Paramedic and EMT testing will be standardized with policy and protocol developed by the Office of Medical Direction. This standardization will provide a county wide framework that will ensure consistent credentialing of all medical personnel.
- AED Program – A county wide protocol for placement of the AEDs and a standardized notification process will provide a best practice template for the future growth within the county.

This joint proposal is a cooperative effort by all three agencies that will enhance pre-hospital care county wide while meeting and respecting the individual needs of each agency. As the work group progresses with additional recommendations, I will update all staff members.

Thank you!

*Edmund Cain*

Date: 8/27/2019

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Edmund A. Cain, Fire Chief

## Arnold, Bradley

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**From:** Arnold, Bradley  
**Sent:** Tuesday, September 22, 2020 3:21 PM  
**To:** 'Don Henderson'  
**Subject:** RE: Last 2 months Bed Delays

Don,

Thanks - I wanted AMR to move from commentary to actual documentation, so yes, we will continue to share so you can have a better visual to address it.

Bradley

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**From:** Don Henderson <donhenderson@centflhealth.org>  
**Sent:** Tuesday, September 22, 2020 3:18 PM  
**To:** Arnold, Bradley <Bradley.Arnold@sumtercountyfl.gov>  
**Subject:** RE: Last 2 months Bed Delays

Brad:

This is the first I am seeing of this data. Historically we have had the Chief Clinical Officers from both hospitals to meet with Christine directly on a monthly basis, and those meetings continue although I would assume they are on Zoom at present due to COVID. .

There is really no excuse that I can give at this point, so I will share this data with the CCOs and we will get to work on it right away. We have had this issue pop up from time to time in the past and we have solved it so I am confident we can handle it again this time around. The standard will be to his less than 30 minutes each time every time.

I will keep you posted and I hope Christine will continue to share this data monthly with you and me from here on out.

Thanks,

Don

**Don Henderson, FACHE**  
CEO, UF Health Central Florida  
410 S. Childs St.  
Leesburg, FL 34748  
Phone (352) 323-5001  
[donhenderson@centflhealth.org](mailto:donhenderson@centflhealth.org)



---

**From:** Arnold, Bradley <[Bradley.Arnold@sumtercountyfl.gov](mailto:Bradley.Arnold@sumtercountyfl.gov)>  
**Sent:** Tuesday, September 22, 2020 2:55 PM  
**To:** Don Henderson <[donhenderson@centflhealth.org](mailto:donhenderson@centflhealth.org)>  
**Subject:** FW: Last 2 months Bed Delays

Caution: This message originated from outside of UF Health Central Florida. If this email is from an unknown sender or unexpected email, **DO NOT** respond, open attachments, or click links.

Don,

I asked David to work with AMR on the continuing concerns about bed delays to share data to support the anecdotal statements of the past. As you can in the tables – there is a very noticeable issue with The Villages and Leesburg compared to other hospital service providers that received AMR’s transports.

This has an impact on the readiness and response times for the next call; therefore, it has an impact on future year subsidies for support when we go back on the street or renew the contract.

How do you monitor (electronic tracking and data collection) and address this issue, and where are you at on the timing address it?

Bradley

Bradley Arnold  
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Board of Sumter County Commissioners  
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---

**From:** Davies, David <[David.Davies@sumtercountyfl.gov](mailto:David.Davies@sumtercountyfl.gov)>  
**Sent:** Tuesday, September 22, 2020 2:48 PM  
**To:** Arnold, Bradley <[Bradley.Arnold@sumtercountyfl.gov](mailto:Bradley.Arnold@sumtercountyfl.gov)>  
**Subject:** Fwd: Last 2 months Bed Delays



**David Davies**  
Quality Assurance & Compliance Manager  
Public Safety Support  
Board of Sumter County Commissioners  
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**From:** Kennedy, Christine <[christine.kennedy@gmr.net](mailto:christine.kennedy@gmr.net)>  
**Sent:** Tuesday, September 22, 2020, 1:33 PM  
**To:** Davies, David  
**Subject:** FW: Last 2 months Bed Delays

FYI

CHRISTINE KENNEDY  
[Christine.kennedy@gmr.net](mailto:Christine.kennedy@gmr.net)  
NOTE EMAIL ADDRESS CHANGE  
Sumter Operations Manager, Southeast Region

950 N. Main St. | Bushnell, FL 33513  
W: 352.569.0323 | C: 352.661.0880 | F: 352.569.0366  
[www.amr.net](http://www.amr.net)  
[www.atamomentsnotice.com](http://www.atamomentsnotice.com)



**Global Medical  
Response**  
THERAPY DOG TEAM

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**From:** Kennedy, Christine  
**Sent:** Tuesday, September 22, 2020 11:11 AM  
**To:** Leung,Alison <[alison.leung@ufl.edu](mailto:alison.leung@ufl.edu)>; 'Fitzpatrick,Desmond' <[defitzpatrick@ufl.edu](mailto:defitzpatrick@ufl.edu)>  
**Subject:** Last 2 months Bed Delays

Hello

Just an FYI Here are our bed delay numbers for Sept MTD and for Aug. Please note that the times you see below are after the initial 30 min the crew is at the ED. So for Aug we had over 115 hours of bed delay and we are almost to 80 hrs for Sept so far.

Destination	90th %	Total Transports	<= 30:00	<= 30:00 %	Total Between 30:01 - 45:00	% Between 30:01 - 45:00	Total Over 45:00	% Over 45:00	Total Time Over 30:00
Advent Health Dade City	00:30:37	51	44	86.27%	7	13.73%	0	0.00%	0:24:32
Advent Health Ocala	00:39:29	11	8	72.73%	2	18.18%	1	9.09%	0:28:46
Advent Health Orlando	00:34:59	3	2	66.67%	1	33.33%	0	0.00%	0:10:00
Advent Health Waterman	00:25:55	3	3	100.00%	0	0.00%	0	0.00%	0:00:00
Advent Health Zephyrhills	00:31:55	5	4	80.00%	1	20.00%	0	0.00%	0:03:28
Bayfront Health Brooksville	00:38:52	38	28	73.68%	7	18.42%	3	7.89%	1:58:05
Blue Cedar ER	00:26:19	6	5	83.33%	1	16.67%	0	0.00%	0:00:31
Citrus Memorial Hospital	00:39:33	52	39	75.00%	9	17.31%	4	7.69%	2:54:25
Lakeland Regional Health Medical Center	00:21:02	2	2	100.00%	0	0.00%	0	0.00%	0:00:00
Ocala Regional Medical Center	00:35:49	87	67	77.01%	19	21.84%	1	1.15%	1:52:37
Orlando Regional Medical Center	01:02:58	3	2	66.67%	0	0.00%	1	33.33%	0:43:54
Shands Teaching Hospital	00:44:00	31	20	64.52%	8	25.81%	3	9.68%	2:08:37
South Lake Hospital	00:31:05	16	14	87.50%	1	6.25%	1	6.25%	0:28:09
Summerfield ER	00:23:05	4	4	100.00%	0	0.00%	0	0.00%	0:00:00
Trailwinds Village Freestanding ER	00:19:32	19	19	100.00%	0	0.00%	0	0.00%	0:00:00
UF Health Leesburg Hospital	00:50:18	377	233	61.80%	94	24.93%	50	13.26%	37:52:40
UF Health the Villages Hospital	00:43:26	411	301	73.24%	72	17.52%	38	9.25%	23:29:06
UF Health The Villages Hospital Freestanding ED	00:22:54	17	16	94.12%	1	5.88%	0	0.00%	0:08:27
West Marion Community Hospital	00:38:32	49	36	73.47%	10	20.41%	3	6.12%	3:17:00
<b>Total</b>	<b>00:43:58</b>	<b>1,185</b>	<b>847</b>	<b>71.48%</b>	<b>233</b>	<b>19.66%</b>	<b>105</b>	<b>8.86%</b>	<b>76:00:17</b>

<https://reports.firstwatch.net/Report/browse/>

Destination	90th %	Total Transports	<= 30:00	<= 30:00 %	Total Between 30:01 - 45:00	% Between 30:01 - 45:00	Total Over 45:00	% Over 45:00	Total Time Over 30:00
Advent Health Dade City	00:29:13	72	67	93.06%	4	5.56%	1	1.39%	0:39:13
Advent Health Ocala	00:34:39	20	13	65.00%	7	35.00%	0	0.00%	0:32:41
Advent Health Orlando	00:43:40	1	0	0.00%	1	100.00%	0	0.00%	0:13:40
Advent Health Waterman	00:31:33	9	7	77.78%	2	22.22%	0	0.00%	0:05:04
Advent Health Zephyrhills	01:05:42	7	4	57.14%	2	28.57%	1	14.29%	1:26:35
Arnold Palmer Hospital	00:30:56	1	0	0.00%	1	100.00%	0	0.00%	0:00:56
Bayfront Health Brooksville	00:36:21	31	21	67.74%	9	29.03%	1	3.23%	1:05:16
Citrus Memorial Hospital	00:40:09	88	63	71.59%	19	21.59%	6	6.82%	5:39:11
Lakeland Regional Health Medical Center	00:30:18	4	3	75.00%	1	25.00%	0	0.00%	0:01:29
Oak Hill Hospital	00:24:55	3	3	100.00%	0	0.00%	0	0.00%	0:00:00
Ocala Regional Medical Center	00:37:05	130	101	77.69%	23	17.69%	6	4.62%	4:18:43
Orlando Regional Medical Center	00:49:37	1	0	0.00%	0	0.00%	1	100.00%	0:19:37
Shands Teaching Hospital	00:40:04	73	55	75.34%	13	17.81%	5	6.85%	3:34:34
South Lake Hospital	00:27:51	22	21	95.45%	1	4.55%	0	0.00%	0:05:44
Summerfield ER	00:27:24	8	7	87.50%	1	12.50%	0	0.00%	0:08:56
Tampa General Hospital	00:00:06	1	1	100.00%	0	0.00%	0	0.00%	0:00:00
Trailwinds Village Freestanding ER	00:22:04	21	20	95.24%	0	0.00%	1	4.76%	0:38:55
UF Health Leesburg Hospital	00:59:43	534	297	55.62%	130	24.34%	107	20.04%	72:27:18
UF Health the Villages Hospital	00:35:39	575	460	80.00%	91	15.83%	24	4.17%	19:07:26
UF Health The Villages Hospital Freestanding ED	00:27:49	34	31	91.18%	2	5.88%	1	2.94%	0:36:35
West Marion Community Hospital	00:45:27	75	51	68.00%	16	21.33%	8	10.67%	4:18:41
<b>Total</b>	<b>00:44:24</b>	<b>1,710</b>	<b>1,225</b>	<b>71.64%</b>	<b>323</b>	<b>18.89%</b>	<b>162</b>	<b>9.47%</b>	<b>115:20:34</b>

CHRISTINE KENNEDY  
Christine.kennedy@gmr.net  
NOTE EMAIL ADDRESS CHANGE  
Sumter Operations Manager, Southeast Region

950 N. Main St. | Bushnell, FL 33513  
W: 352.569.0323 | C: 352.661.0880 | F: 352.569.0366  
[www.amr.net](http://www.amr.net)  
[www.atamomentsnotice.com](http://www.atamomentsnotice.com)



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SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
EXECUTIVE SUMMARY

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**SUBJECT:** Certificate of Public Convenience and Necessity (COPCN) for The Villages Public Safety Department (Staff Recommends Approval).

**REQUESTED ACTION:** Staff Recommends Approval

**Meeting Type:** Regular Meeting                      **DATE OF MEETING:** 10/13/2020

**CONTRACT:**  N/A                                      Vendor/Entity: The Villages Public Safety Department

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Managing Division / Dept: Assistant County Administrator

**BUDGET IMPACT:** N/A

**FUNDING SOURCE:** \_\_\_\_\_

**Type:** N/A                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

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Florida Administrative Code requires a Certificate of Convenience of Public Necessity (COPCN) for non-ambulance transport Emergency Medical Services (EMS) from the county commission in the county it intends to operate within.

The Villages Public Safety Department (VPSD) provides Advanced and Basic Life Support (ALS/BLS) Non-Transport first response services within The Villages® age-restricted development in Sumter County.

On September 28, 2020, VPSD informed Sumter County the previously issued COPCN for ALS/BLS Non-Transport services would expire on 9/30/2020. Sumter County provided a letter of intent to VPSD on 9/30/2020 to place the COPCN request before the Board of County Commissioners (BOCC) on October 13, 2020.

Sumter County has standardized medical direction for the other ALS/BLS first response agencies within Sumter County through contracted medical direction with the University of Florida (UF) Department of Emergency Medicine. Sumter County desires to continue to improve patient outcomes through consolidated medical direction.

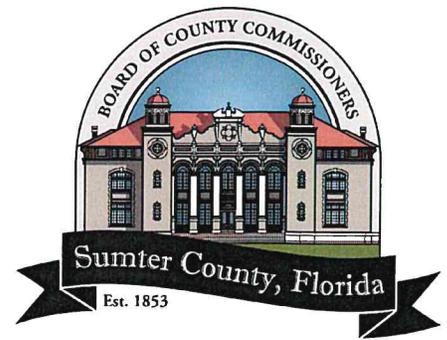
Staff recommends approval of the COPCN with the requirement VPSD follow the medical direction of the UF Department of Emergency Medicine, and the BOCC adopted Quality Assurance (QA) review practices for all ALS/BLS providers in Sumter County.

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**Prepared by:** Stephen J. Kennedy, Sr.                                      Grammarly Check

# ***Board of County Commissioners Sumter County, Florida***

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401  
Website: <http://sumtercountyfl.gov>



September 29, 2020

Edmund Cain, Fire Chief  
The Villages Public Safety Department  
Village Center Development District  
3035 S. Morse Blvd  
The Villages, Florida 32163

RE: Certificate of Public Convenience and Necessity (COPCN)

Dear Chief Cain:

Sumter County received your request for a COPCN for non-transport ALS/BLS services for The Villages Public Safety Department on September 28, 2020. Sumter County Board of County Commissioners will consider the approval of the attached COPCN at the next regular meeting on October 13, 2020.

Sincerely,

Bradley Arnold  
County Administrator

cc: Sumter County Board of County Commissioners  
Richard Baier, Village Center Development District Manager

Al Butler, Dist 1  
Second Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Don Burgess, Dist 3  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Steve Printz, Dist 5  
Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

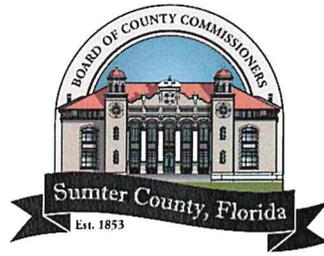
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Garry Breeden, Dist 4  
Vice Chairman  
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Bradley S. Arnold,  
County Administrator  
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7375 Powell Road  
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor  
(352) 569-6600  
215 East McCollum Avenue  
Bushnell, FL 33513

County Attorney  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605



## **SUMTER COUNTY, FLORIDA**

### **CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN) FOR ADVANCED AND BASIC LIFE SUPPORT TRANSPORT SERVICE**

**WHEREAS**, the Board of County Commissioners of Sumter County, Florida (BOCC) determined there is a need for Advanced and Basic Life Support (ALS/BLS) Non-Transport first response services within The Villages® age-restricted development in Sumter County; and

**WHEREAS**, the BOCC established standardized medical oversight, credentialing, and guidance for Sumter County Fire & EMS and American Medical Response; and

**WHEREAS**, the BOCC entered into an Interlocal Governmental Agreement with the Village Center Community Development (District) on February 6, 2019, for the delivery of non-transport emergency medical services; and

**WHEREAS**, the District agrees to provide non-transport basic and advanced life support services in accordance with Florida Statutes Chapter 401; and

**WHEREAS**, Florida Chapter 401 requires the issuance of a Certificate of Public Convenience and Necessity (COPCN) from each County the agency will operate within; and

**WHEREAS**, the BOCC desires to maintain minimum and consistent service levels for emergency first response medical services within Sumter County; and

**WHEREAS**, the BOCC has a focus on improving patient outcomes through consolidated medical direction; and

**WHEREAS**, the BOCC consolidated medical direction of emergency first responders to include ALS and BLS Transport and Non-Transport providers in Sumter County with the University of Florida (UF) Department of Emergency Medicine; and

**WHEREAS**, the BOCC requires The Villages Public Safety Department to follow the medical direction with UF Department of Emergency Medicine; and

**WHEREAS**, the BOCC adopted Quality Assurance (QA) review practices for all ALS/BLS providers in coordination with UF Department of Emergency Medicine in Sumter County; and

**WHEREAS**, the BOCC desires to award a COPCN to the District pursuant to all conditions of this COPCN;

**NOW, THEREFORE**, each of the Whereas clauses set forth above is true and accurate in all material aspects, and are adopted and incorporated herein, *in haec verba*; and the conditions upon which is hereby issued to The Villages Public Safety Department a COPCN to operate ALS/BLS Non-Transport Services in Sumter County commencing 00:00:01, October 14, 2020; expiring 23:59:59, September 30, 2022

**Issued** this 13<sup>th</sup> day of October 2020, in Sumter County, Florida.

Attest:

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY

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Caroline AlRestimawi  
Deputy Clerk

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Steve Printz  
Chairman

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
EXECUTIVE SUMMARY

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**SUBJECT:** **Amendment #1 to the Agreement Between Sumter County, Florida and the University of Florida Board of Trustees for Medical Director and Associate Medical Director Services (Staff Recommends Approval).**

**REQUESTED ACTION:** **Staff Recommends Approval**

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**Meeting Type:** Regular Meeting

**DATE OF MEETING:** 10/13/2020

**CONTRACT:**  N/A

**Vendor/Entity:** UF Department of  
Emergency Medicine

**Effective Date:** 3/1/2020

**Termination Date:** 2/28/2022

**Managing Division / Dept:** **Assistant County Administrator**

**BUDGET IMPACT:** \$90,000

**FUNDING SOURCE:** General Fund

**Type:** Annual

**EXPENDITURE ACCOUNT:** 001-420-564-8202

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**HISTORY/FACTS/ISSUES:**

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**On February 11, 2020, the Board of County Commissioners (BOCC) approved contract negotiations with UF Department of Emergency Medicine for RFQ 056-0-2019/RS Sumter County Medical Director Services.**

**This amendment revises Appendix A to include The Villages Public Safety Department. It adds additional quality review services to support the Compliance and Quality Assurance Division. Finally, it adds a three percent (3%) increase beginning the second year of the Agreement applied annually.**

**Attached for BOCC review is the original Agreement and Attachment A that outlines the additional scope of work to be performed by the Medical Director or Associate Medical Director.**

---

**Prepared by:** **Becky Segrest**

**Grammarly Check**

## **Amendment #1**

### **Agreement Between Sumter County, Florida and the University of Florida Board of Trustees for Medical Director and Associate Medical Director Services**

This Agreement Amendment #1 is made and entered into this 13<sup>th</sup> day of October 2020, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) and the University of Florida Board of Trustees, for the benefit of the Department of Emergency Medicine, College of Medicine, University of Florida, a public body corporate organization under Florida Law, hereinafter referred to as "University", Post Office Box 100205, Gainesville, Florida 32610-0205.

WHEREAS, the parties executed an original agreement dated February 11, 2020 for Medical Director and Associate Medical Director Services;

WHEREAS, the County wishes to add an additional Scope of Work for the Medical Director or Associate Medical Director as described in Attachment A to this amendment.

NOW, THEREFORE, the parties agree as follows:

1. That the certain agreement between the parties originally dated February 11, 2020, is hereby amended to add additional services according to Attachment A, which will be \$90,000 annually.
2. An additional three percent (3%) increase will be applied starting the second year of the Agreement and applied annually.
3. Appendix A will be revised to include The Villages Public Safety Department.
4. University shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
5. **IF THE UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at [Records@sumtercountyfl.gov](mailto:Records@sumtercountyfl.gov).**
6. Except as expressly modified by this Amendment #1, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

THIS AGREEMENT is executed the day and year first written above.

\_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY  
COMMISSIONERS,  
SUMTER COUNTY, FLORIDA

Date Signed: \_\_\_\_\_

Chairman  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
EXECUTIVE SUMMARY

---

**SUBJECT:** Enter into Contract with UF Department of Emergency Medicine for RFQ 056-0-2019/RS Sumter County Medical Director Services (Staff Recommends Approval).

**REQUESTED ACTION:** **Staff Recommends Approval**

**Meeting Type:** Regular Meeting

**DATE OF MEETING:** 2/11/2020

**CONTRACT:**  N/A

**Vendor/Entity:** UF Department of  
Emergency Medicine

**Effective Date:** 3/1/2020

**Termination Date:** 2/28/2022

**Managing Division / Dept:** **Purchasing**

**BUDGET IMPACT:** \$90,000.00

**FUNDING SOURCE:** General Fund

**Type:** Annual

**EXPENDITURE ACCOUNT:** 001-182-522-3100

**HISTORY/FACTS/ISSUES:**

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On January 14, 2020, the Board of County Commissioners (BOCC) approved contract negotiations with UF Department of Emergency Medicine for RFQ 056-0-2019/RS Sumter County Medical Director Services.

Attached for BOCC review and approval is the negotiated agreement. This agreement will be effective from March 1, 2020 to February 28, 2022 with two additional one-year term options.

---

**Prepared by:** **Becky Segrest**

**Grammarly Check**

**APPROVED**

**February 11, 2020**

# **Board of County Commissioners**

## **Sumter County, Florida**

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401  
Website: <http://sumtercountyfl.gov>



February 12, 2020

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

Dear Dr. Tyndall:

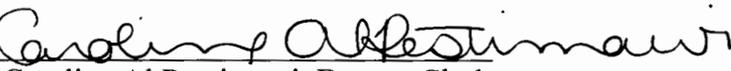
Enclosed for signature are two (2) originals of the Agreement between The University of Florida Board of Trustees for Medical Director and Associate Medical Director Services and Sumter County approved by the Board of Sumter County Commissioners on February 11, 2020. Please have both originals signed and return one (1) to the Clerk of Courts, Attn: Caroline Alrestimawi, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD  
CLERK & AUDITOR

By   
Caroline Al Restimawi, Deputy Clerk

Enclosures

Al Butler, Dist 1  
2nd Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Steve Printz, Dist 5  
Chairman  
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Doug Gilpin, Dist 2  
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Garry Breeden, Dist 4  
Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

County Attorney  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

1. **Term.** This Agreement shall become effective on March 1, 2020 and shall run through February 28, 2022, and shall be auto renewed thereafter for two (2) additional two (2)-year periods. At or prior to the time of each renewal, the parties will meet to discuss the terms of this Agreement and any modifications that may be appropriate, subject to the terms of Section 24 below.
2. **Purpose.** The purpose of this Agreement is to support compliance of the County in medical direction of emergency medical services and emergency medical service personnel in accordance with the provisions of Chapter 401, Florida Statutes and Chapter 64J-1.004, Florida Administrative Code.
3. **Compensation.**

3.1 University shall be paid at a rate of Ninety Thousand Dollars (\$90,000.00) annually (“Annual Amount”) to provide Medical Director and Associate Medical Director services as herein outlined. University shall invoice County the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) on or about the last working day of each quarterly period for services provided in the just-concluded quarter. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

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

3.3 Invoices received from University shall be reviewed and approved by the County, indicating

that services have been rendered in conformity with this Agreement, and then, processed for payment.

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

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

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

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

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

Medical Director.

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

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

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

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

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

county medical facilities.

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

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

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

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

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

#### 4.10 **Protocols and Standing Orders.**

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

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

4.10.3 The County shall publish and distribute, at its own cost, all protocols and standing orders, as issued by the University through its Medical Director with assistance of the Associate Medical Director. The protocols and standing orders shall be published in a form consistent with agency Standard Operating Procedures. Copies of the protocols and standing orders will be maintained on all licensed Fire and EMS vehicles, and will be distributed to certified/licensed County personnel. Copies may be provided electronically. The county shall obtain and retain a

receipt from each personnel member verifying receipt of the protocols and any changes. These receipts may be electronic, and shall state clearly that each person is individually accountable and obligated to follow all rules, regulations and protocols. All protocols and standing orders shall become public domain upon implementation.

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

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

4.10.6 Medical Director and Associate Medical Director shall: ensure that appropriate training for new protocols and standing orders is conducted prior to implementation; ensure compliance with protocols and standing orders by all County personnel; and ensure that additional training is conducted for any identified needs.

4.11 **Availability.** Medical Director and Associate Medical Director (or his/her previously-approved designee) shall be available remotely by telephone twenty-four (24) hours a day for medical direction to County personnel in order to resolve problems, system conflicts, and provide services in an emergency as that term is defined in Section 252.34(3), Florida Statutes, while taking medical director call as agreed upon by Medical Director and Associate Medical Director. Associate Medical Director will be on call remotely for these situations at all remaining time; University, through its Medical Director will determine the on-call schedule for the Associate Medical Director each month in advance. University, through its assigned Medical Director and Associate Medical Director, will provide the Medical Director services described in this Agreement on a total 0.40 full-time equivalent basis, including services provided in person in Sumter County and remotely from the University campus in Gainesville. Services may be performed at any time of day. The weekly schedule for the Medical Director and Associate Medical Director will be determined in advance by University.

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

#### **4.13 Oversight of Medical Qualifications and Proficiency of EMS Personnel.**

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

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

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

4.13.4 Medical Director and Associate Medical Director shall establish procedures for issuance, renewal, suspension, and revocation of practice privileges for EMS personnel in concert with the County's Office of Emergency Medical Services Director, to include a process for remediation. The procedures shall contain due process provisions and all such provisions shall be approved, in advance, by the County's Office of Emergency Medical Services Director.

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

#### **4.14 Quality Assurance**

4.14.1 Medical Director and Associate Medical Director shall develop, implement, and maintain an effective patient care quality assurance system to assess the medical performance of all certified/licensed EMS personnel in conjunction with the County's staff appointed Clinical Quality Officer.

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

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

4.14.4 The method and extent of the investigation employed during any given quality assurance review shall be determined by University through its Medical Director in consultation with the Associate Medical Director. As a result of such an investigation, Associate Medical Director or the Medical Director may require remedial training of EMS

personnel and/or revocation of practice privileges. Remedial training may be conducted by the Medical Director, Associate Medical Director, EMS personnel, or other personnel at Medical Director's discretion.

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

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

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

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

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

#### **4.15 Educational Programs.**

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

4.15.2 Medical Director and Associate Medical Director shall create, assist with creation, or approve a minimum of 12 hours of CME annually.

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

4.15.4 Education should be geared to reach the specific needs of the audience. As providers work varied shifts, consideration shall be given to scheduling some training on nights or weekends.

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

4.15.6 Where Medical Director or Associate Medical Director is not the presenter, and training services are conducted by other County personnel and/or are subcontracted to an outside provider, Medical Director and Associate Medical Director will ensure the quality

of the Continuing Medical Education (CME) training provided to EMS personnel by:

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

4.15.7 The Medical Director and Associate Medical Director shall maintain necessary and appropriate certifications and participate as Medical Director and Associate Medical Director for educational programs sponsored by EMS such as ACLS, PALS, BTLS/ITLS, and similar programs.

4.15.8 Upon proof of completion, Medical Director and Associate Medical Director shall sign documents to show that certificate holders have completed a minimum of 30 hours of biannual recertification training, as set forth in s. 401.2715, Florida Statutes.

#### 4.16 **Agency Liaison.**

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

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

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

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

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

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

4.16.7 Medical Director and Associate Medical Director shall be an active member of at least one national emergency medicine constituency group such as the National Association of EMS Physicians, the American College of Emergency Physicians, or similar organization.

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

4.17 **Community Access to Healthcare Initiatives.** Medical Director and Associate Medical Director shall coordinate community access to healthcare initiatives per the goals of the County.

4.18 **EMT Oversight.**

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

4.18.2 Medical Director and Associate Medical Director shall ensure that all EMTs are trained to perform the foregoing procedures; shall establish and/or maintain written protocols for performance of these procedures; and shall provide written evidence to the Florida Department of Health documenting compliance with provisions of these administrative rules.

4.19 **Disaster Assistance and Planning.**

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

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

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

4.19.4 Medical Director and Associate Medical Director shall cooperate in planning, updating, and following applicable sections of the County's Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill and emergency management drills.

4.20 **Controlled Substances, Medical Equipment and Supplies.**

4.20.1 In accordance with Chapter 401, Florida Statutes, and Rule 64J-1.004(3)(c), Florida Administrative Code, Medical Director and Associate Medical Director shall possess proof of current registration as a Medical Director and Associate Medical Director

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

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

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

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

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

4.20.6 Medical Director and Associate Medical Director shall complete the comprehensive review of all EMS system medical supplies and equipment and present the proposed changes to the County's Office of Emergency Medical Services Director for approval prior to the end of each Fiscal Year.

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

4.20.8 Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available system data; and

4.20.9 All protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy; and

4.20.10 Protocols, supporting documents and implementation instructions are distributed to EMS personnel prior to training or implementation, and training has been completed, if necessary prior to implementation.

4.21 **Infectious Disease Control Policy.**

4.21.1 Medical Director and Associate Medical Director shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of EMS personnel to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

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

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

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

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

To the extent that the State of Florida, on behalf of the Board of Governors and the University of Florida, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, the University of Florida is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided with respect to the University of Florida by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes; and with respect to the County, by the County's Self Insurance Program. Personnel and agents of the University of Florida and the County are not individually subject to actions arising from their state functions. Any damages allocated against the University of Florida or the County as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and- several liability to codefendants of the University of Florida or the County in professional liability actions. The sole remedy available to a claimant to collect damages allocated to the University of Florida or the County is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this section is on "occurrence" basis. The University of Florida Health Center Self Insurance Program provides ongoing protection for the University of Florida with no expiration.

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

6. **Termination.**

6.1 Early termination may occur as follows:

- A. This Agreement may be terminated by University, with or without cause, upon not less than ninety (90) days written notice delivered to County.
- B. County may terminate this Agreement in whole or in part and without cause, upon not less than ninety (90) days written notice, delivered to University.

C. Either party may terminate this Agreement immediately in the event that the other party fails to fulfill any of the terms, understandings or covenants of this Agreement; provided, however, the non-breaching party has given the breaching party thirty (30) days' prior written notice of such failure affording the breaching party the opportunity to cure any claimed breach and such party fails to cure within the 30 day period.

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

- A. Stop work on the date and to the extent specified.
  - B. Transfer all work in process, completed work, and other materials related to the terminated work.
  - C. Continue and complete all parts of that work that have not been terminated, if any.
  - D. Upon termination of this Agreement neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly or by implication made to extend beyond the term of this Agreement.
7. **Payments.** Payments shall be made by the County pursuant to the Florida Local Government Prompt Payment Act after the completion of the rendered services and proper invoicing by University. Payment for University services as set forth herein shall be made to University, through University's billing entity, as follows: Florida Clinical Practice Association, Inc., P.O. Box 100186, Gainesville, FL 32610-0186. University shall assure that funds received pursuant to this Agreement will be deposited in such a way so as to reimburse the sources which made the original expenditures.
8. **Contingency.** The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the County. In the event that an annual appropriation is not granted by the County, then University shall have the option to terminate this Agreement effective with the last date covered by the prior appropriation granted to the County.
9. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
10. **Ownership of Documents.** Any documents created by University during the term of this Agreement belong to University and University grants to the County a non-exclusive license to use and disseminate such documents which may be reproduced and copied without further acknowledgement or permission of University.
11. **Successors and Assigns.** University shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

12. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.
  
13. **Records.** University shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. Upon ten (10) business days' written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence,

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

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

**IF THE UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at [Records.Services@sumtercountyfl.gov](mailto:Records.Services@sumtercountyfl.gov).**

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

proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.

17. **Nondiscrimination**. University and the County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. University and the County agree to comply with all Federal and Florida Statutes, and all local ordinances, as applicable, relating to nondiscrimination.
  
18. **No Solicitation/Payment**. University and the County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working

solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. **No Personal Liability.** No covenant or provision contained herein shall be deemed to be a covenant or provision of any member, officer, agent or employee of the County or University in his or her individual capacity, and no member, officer, agent or employee of the County or University shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
20. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Counterparts may be exchanged via facsimile or electronic delivery.
21. **Amendments and Assignments.** No amendment or assignment of this Agreement shall be valid without the prior written consent from the County and/or University, as the case may be.
22. **Independent Contractor.** The parties intend that with regard to the provisions of this Agreement, the parties are and shall remain independent contractors and neither party shall receive any benefit except as set forth in this Agreement. Further, at all times and for all purposes hereunder, University is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be construed as to find University or any of its employees, contractors, servants or agents as the employees of the County, and they shall be entitled to none of the rights, privileges or benefits of employees of the County. Nothing herein shall be construed to create a joint venture, partnership or agency between the parties.
23. **Compliance with Law.** In carrying out its obligations under this Agreement, both parties shall abide by all statutes, ordinances, laws, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, laws, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-breaching party to terminate this Agreement immediately upon delivery of written notice of termination to the other party.
24. **Licensing and Permits.** University shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, county or municipal.
25. **Notice.** All notices by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by nationally recognized expedited delivery (for which evidence of receipt is required). Notice shall be deemed as given on the day of receipt of the notice or communication, as indicated on the signed and dated receipt or acknowledgment, or on the date of hand delivery, addressed to the representatives of University and the County as follows:

If to University:

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

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

If to County: Bradley Arnold  
County Administrator  
Sumter County Board of County Commissioners  
7375 Powell Road, Suite 200  
with copy to: Wildwood, FL 34785

Jennifer C. Rey, Esq.  
County Attorney  
20 S. Broad Street  
Brooksville, Florida 34601

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

26. **Proprietary Information.** Neither party shall use the name of the other or any confusingly similar adaptation thereof, or any trade-name, personal name, trademark, trade device, service mark, symbol, image, icon, logo, or any abbreviation, contraction or simulation thereof owned by the other, or likeness of the other party or its staff, in any publicity, news release, written advertising or promotional literature, ("Proprietary Information") without obtaining prior written consent of the other party in each case. Any permitted usage will cease immediately upon termination of this Agreement. All requests for use of University's Proprietary Material must be presented to the Chief Communications Officer and Associate Vice President for Health Affairs, University of Florida Academic Health Center Office of News and Publication, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810, fax (352) 392-9220.
27. **Protected Health Information:** As may be applicable, the parties shall instruct their employees to hold as confidential any protected health information ("PHI") acquired as a result of this Agreement. Any and all use or disclosure of patient information must be made in accordance with Sections 501.171, 394.4615, 395.3025 and 456.057, Florida Statutes, as applicable, and in accordance with any other applicable state and federal law, including the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any and all implementing regulations. During the term of this Agreement, except as otherwise required by state and/or federal law, each party agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees and

agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.

28. **Entirety of Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written agreement.

{Remainder of page intentionally left blank.}

**Agreement between Sumter County, Florida and the University of Florida Board of Trustees for Medical Director and Associate Medical Director Services**

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

**COUNTY**

SUMTER COUNTY, FLORIDA through its Board of County Commissioners



WITNESSETH:

*Carolyn A. Pestimaw*

Board of County Commissioners  
of Sumter County, Florida

*A. Crintz*

This 11<sup>th</sup> day of February, 2020.

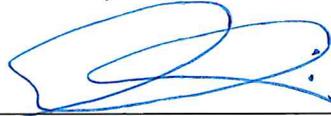
Approved as to form for the reliance of Sumter County:

*Jennifer C. Rey*  
Jennifer C. Rey, Esq., County Attorney

**Agreement between Sumter County, Florida and the University of Florida Board of Trustees for Medical Director and Associate Medical Director Services**

**UNIVERSITY**

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



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

Date: 2/18/2020

## Appendix A

1. Sumter County Fire & EMS
2. American Medical Response

**STATE OF EMERGENCY DECLARATION EXTENSION  
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

**WHEREAS**, the Coronavirus Disease 2019 (COVID-19) continues to pose an imminent health risk to the residents in Sumter County; and

**WHEREAS**, Florida State Statutes, Chapter 252 authorizes the Chairman of the Board of County Commissioners to declare that a Local State of Emergency exists; and

**WHEREAS**, the Chairman of the Board of County Commissioner declared a Local State of Emergency on March 17, 2020, and extension every seven days since then; and

**WHEREAS**, Florida State Statutes, Chapter 252 limits each Declaration to seven (7) days; and

**WHEREAS**, the Sumter County Board of County Commissioners supports the Executive Orders of Governor DeSantis that are more restrictive than prior orders of Sumter County and finds that the anticipated conditions created by COVID-19 pose a threat to the health, safety, and welfare of the people of Sumter County.

**THEREFORE, BY CONSIDERATION AND INCORPORATION OF THE ABOVE RECITALS, IT IS HEREBY ORDERED:**

1. That the Comprehensive Emergency Management Plan remain activated through the duration of the State of Florida Declaration of a State of Emergency.
2. All public officials and employees of Sumter County are hereby directed to continue to exercise the utmost diligence in the discharge of duties required of them for the duration of this Local State of Emergency and in the execution of State and Local emergency orders, regulations, and directives.
3. The Emergency Management Director shall continue functioning as the County Coordinating Officer and shall provide overall coordination for the response to this emergency in Sumter County.
4. This Declaration shall remain in effect for seven days unless extended or dissolved.

Signed: \_\_\_\_\_  
Steve Printz, Chairman  
Board of County Commissioners

Date: October 20, 2020

Attest:

By: \_\_\_\_\_  
Caroline AlRestimawi  
Clerk to the Board, Deputy Clerk

Date: October 20, 2020