

## **REQUEST FOR PROPOSALS**

- 14. Approve Amendment #1 to RFP-4152-02/BJC – Medical Director with Todd M. Husty, D.O.PA, dba TMH D.O., P.A., Winter Park (\$16,686.00).**

RFP-4152-02/BJC provides for a duly licensed medical or osteopathic physician, Board Certified in emergency medicine by the American Board of Emergency Medicine and possesses a Medical Director certification with the U.S. Department of Justice and DEA, to assist the County in operation of its Emergency Medical System. Amendment #1 will allow for an increase of 6% for the first year extension and a 6% increase for the second year extension. The following is a summary of the cost of this agreement:

Original Contract Not to Exceed	\$135,000.00
Amendment #1, 1 <sup>st</sup> year extension NTE	\$143,100.00
Amendment #1, 2 <sup>nd</sup> year extension NTE	\$151,686.00

Public Safety Department and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute this amendment as prepared and approved by the County Attorney's Office.

**FIRST AMENDMENT TO MEDICAL DIRECTOR AGREEMENT (RFP-4152-02/BJC)**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 13<sup>th</sup> day of June, 2002, between **TODD M. HUSTY, D.O., P.A. D/B/A TMH D.O., P.A.**, whose address is 5690 S. Lake Burkett Lane, Winter Park, Florida 32792-9372, hereinafter referred to as "MEDICAL DIRECTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the MEDICAL DIRECTOR and COUNTY entered into the above-referenced Agreement on June 13, 2002 for medical director services to the COUNTY EMS system; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 8 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read:

**Section 4. Responsibility of Medical Director.**

(a) The MEDICAL DIRECTOR shall participate in the development of EMS educational programs and shall approve pre-hospital medical treatment protocols.

(b) The MEDICAL DIRECTOR shall assure the establishment and implementation of a quality management program in compliance with

*Chapter 406.265, Florida Statutes.*

(c)The MEDICAL DIRECTOR shall perform the following described services:

(1) Responsibilities.

(A) The MEDICAL DIRECTOR shall be responsible to the EMS Division of the Department of Public Safety and report to the Director of the Department of Public Safety as well as the Chiefs of the municipal fire departments.

(B) The MEDICAL DIRECTOR shall be available twenty-four (24) hours a day for emergency consultation from System EMS providers. The MEDICAL DIRECTOR shall be furnished a pager by the Department of Public Safety to carry on his person at all times and be available to contact the County Communications Center immediately upon being paged. In the event the MEDICAL DIRECTOR shall be unavailable, he shall appoint a similarly qualified physician to cover for him.

(C) The MEDICAL DIRECTOR will become actively involved in the Florida Association of EMS Medical Directors.

(D) The MEDICAL DIRECTOR shall attend meetings of the Seminole County Fire Chiefs Executive Committee on a quarterly basis and other meetings of the Executive Committee upon request by either party. The MEDICAL DIRECTOR may attend other meetings relating to the Seminole County EMS system when mutual agreed upon by the requesting parties.

(E) The MEDICAL DIRECTOR shall present a minimum of two medical director updates per year. The intended audience is to be EMS personnel employed in services operating under his direction.

(F) The MEDICAL DIRECTOR shall provide consultation to fire chiefs, supervisors, and field personnel as requested.

(G) The MEDICAL DIRECTOR shall develop, in conjunction with the EMS community, EMS practice parameters for the provision of pre-hospital care.

(H) The MEDICAL DIRECTOR, or designee, shall be available for consultation and advice at all times regarding EMS issues.

(I) The MEDICAL DIRECTOR shall submit any contemplated changes in the manner in which pre-hospital care is provided to the Fire Chiefs of Seminole County for approval prior to implementation.

(J) Payment for services rendered by the MEDICAL DIRECTOR shall be on a monthly basis, not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) per year initially, with that sum increased to ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$143,100.00) for 2005 effective starting April 14, 2005 and ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$151,686.00) for 2006 effective April 14, 2006. Said increases shall be effective on the above indicated dates notwithstanding the date this Amendment is executed by the parties.

(K) The MEDICAL DIRECTOR will act as a liaison to the hospital emergency departments for the purpose of exchanging information and providing a mechanism to review the quality of care provided by the EMS System.

(L) The MEDICAL DIRECTOR shall participate in the development of EMS training. The MEDICAL DIRECTOR shall be a member and actively participate with the Professional Standards and Educational Development Group of Seminole County.

(M) The MEDICAL DIRECTOR shall assist in development and direction of the COUNTY's Automatic External Defibrillator Program.

(2) Protocols.

(A) The MEDICAL DIRECTOR shall periodically review and revise the pre-hospital treatment protocols and shall jointly approve each protocol prior to approval and implementation. These protocols shall be developed with consideration to the fiscal impact of such protocols on the participating agencies and the citizens of Seminole County.

(B) Deviations from these protocols shall be reviewed by the MEDICAL DIRECTOR and appropriate corrective action shall be suggested to the involved agency. Notification to the State and local agencies shall be done in accordance with the appropriate laws.

(3) Quality Assurance.

(A) The MEDICAL DIRECTOR shall issue the establishment of a County Quality Assurance Program in accordance with Florida Statutes.

(B) The MEDICAL DIRECTOR shall periodically review run reports for completeness and compliance with the established pre-hospital protocols.

(C) The MEDICAL DIRECTOR shall meet or exceed statutory requirement for observation of field personnel a minimum of three (3) hours per month. The MEDICAL DIRECTOR shall not be required to provide direct patient care during this activity.

(D) The MEDICAL DIRECTOR will function as an integral part of the COUNTY's Quality Assurance Program.

(E) During a Quality Assurance Sentinel event that requires investigation of the circumstances supporting the activities

of an Emergency Medical Technician or Paramedic, the MEDICAL DIRECTOR shall coordinate contact with the involved parties through the Medical Quality Assurance & Education Bureau and the Fire Chief of the appropriate agency.

(4) Local Disasters. In the event of a disaster or impending emergency situation with the possibility of multiple casualties, the MEDICAL DIRECTOR or an appointee shall be available for emergency consultation.

(5) State Involvement. The MEDICAL DIRECTOR shall become involved in the Florida Association of EMS Medical Directors and participate in at least two (2) meetings of the association per year.

(6) Cost Containment. The MEDICAL DIRECTOR shall provide state-of-the-art emergency medical services to the citizens of Seminole County in the most cost effective manner available.

(7) Infection Control.

(A) The MEDICAL DIRECTOR shall approve local EMS agencies' infection control policies to assure compliance.

(B) The MEDICAL DIRECTOR shall be available for consultations from field personnel to determine the significance of any body fluid exposure and suggest appropriate action for such an exposure in accordance with that agency's existing Worker's Compensation policies and procedures.

2. Section 5 of the Agreement is amended to read:

**Section 5. Compensation.**

(a) Payment for services provided shall be at the rate of ELEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$11,250.00) per month, not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) per year initially, with payment increased to ELEVEN THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$11,925.00) per

month or ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$143,100.00) annually for 2005 and TWELVE THOUSAND SIX HUNDRED FORTY AND 50/100 DOLLARS (\$12,640.50) per month or ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED EIGHTY-SIX (\$151,686.00) annually for 2006.

(b) Invoices must be reviewed by the COUNTY on or before the tenth (10<sup>th</sup>) calendar day of each month. The COUNTY's Emergency Medical Services Division Manager shall verify the information submitted and submit verifying documents to the Director of Public Safety who will then process the invoice for payment by the County Finance Office.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

TODD M. HUSTY, D.O., P.A.  
D/B/A TMH D.O., P.A.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
TODD M. HUSTY

\_\_\_\_\_  
Witness

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
6/6/05 8/9/05 8/10/05  
1am-rfp-4152