

**MEDICAL DIRECTOR SERVICES AGREEMENT
(SS-604153-21/TKH)**

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **TODD M. HUSTY, D.O., P.A.**, whose address is 3040 S, Tuskawilla Road, Oviedo, Florida 32765, in this Agreement referred to as “MEDICAL DIRECTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY operates an Emergency Medical Services (“EMS”) System within its boundaries and employs or utilizes emergency medical technicians and paramedics to perform life support procedures in Seminole County, Florida, pursuant to Chapter 401, Florida Statutes; and



WHEREAS, COUNTY is required to employ or contract with a medical director who must be a licensed physician, corporation, association, or partnership composed of physicians or physicians employed by any hospital that delivers in-hospital emergency medical services and that employs or contracts with physicians specifically for that purpose; and

WHEREAS, COUNTY wishes to contract with a medical director for the purpose of providing direction to the Seminole County EMS System; and

WHEREAS, legislation requiring establishment of trauma systems requires interaction between the EMS System and hospitals; and

WHEREAS, MEDICAL DIRECTOR is a licensed physician in the State of Florida and is competent and desires to provide professional services as the Seminole County Medical Director according to the terms and conditions stated in this Agreement;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and MEDICAL DIRECTOR agree as follows:

Section 1. Services. COUNTY hereby retains MEDICAL DIRECTOR to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

Section 3. Authorization for Services. Authorization for performance of professional services by MEDICAL DIRECTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY and signed by MEDICAL DIRECTOR. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that MEDICAL DIRECTOR will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services

contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Purpose. The purpose of this Agreement is to assist COUNTY in operation of its Emergency Medical System.

Section 5. Compensation.

(a) COUNTY shall compensate MEDICAL DIRECTOR for the professional services provided for under this Agreement on a “Fixed Fee” basis. The MEDICAL DIRECTOR will be compensated in accordance with the rate schedule attached as Exhibit C, payable in twelve (12) equal monthly installments.

(b) MEDICAL DIRECTOR shall provide invoices for compensation on the last day of each month and will be reviewed by COUNTY on or before the tenth (10th) calendar day of each month. COUNTY’s EMS/Fire/Rescue 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.

Section 6. Payment and Billing.

(a) The original invoice must be sent to:
 Director of County Comptroller’s Office
 Seminole County Board of County Commissioners
 Post Office Box 8080
 Sanford, FL 32772

A copy of the invoice must be sent to:

Seminole County Fire Department
 150 Eslinger Way
 Sanford, FL 32773

(b) Upon review and approval of MEDICAL DIRECTOR's invoice, COUNTY shall pay MEDICAL DIRECTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, MEDICAL DIRECTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay MEDICAL DIRECTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of MEDICAL DIRECTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to MEDICAL DIRECTOR and COUNTY. Total compensation to MEDICAL DIRECTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to MEDICAL DIRECTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of MEDICAL DIRECTOR that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) MEDICAL DIRECTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner

as will readily conform to the terms of this Agreement. MEDICAL DIRECTOR shall make such materials available at MEDICAL DIRECTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, MEDICAL DIRECTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of MEDICAL DIRECTOR.

(a) MEDICAL DIRECTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, and any and all other services of whatever type or nature provided by MEDICAL DIRECTOR under this Agreement. MEDICAL DIRECTOR shall correct or revise, without additional compensation, any errors or deficiencies in MEDICAL DIRECTOR's analysis, reports, data, plans, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. MEDICAL DIRECTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by MEDICAL DIRECTOR's performance of any services or provision of any materials under this Agreement.

Section 9. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from

MEDICAL DIRECTOR's services or have been created during the course of MEDICAL DIRECTOR's performance under this Agreement will become the property of COUNTY after final payment is made to MEDICAL DIRECTOR.

Section 10. Termination.

(a) By written notice to MEDICAL DIRECTOR, COUNTY may terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of MEDICAL DIRECTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) MEDICAL DIRECTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) MEDICAL DIRECTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by MEDICAL DIRECTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, MEDICAL DIRECTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, MEDICAL DIRECTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of MEDICAL DIRECTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, MEDICAL DIRECTOR will be liable to COUNTY for all reasonable additional costs associated with MEDICAL DIRECTOR's failure to fulfill its obligations under this Agreement.

(d) MEDICAL DIRECTOR will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of MEDICAL DIRECTOR. MEDICAL DIRECTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of MEDICAL DIRECTOR include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of MEDICAL DIRECTOR.

(e) If after notice of termination for MEDICAL DIRECTOR's failure to fulfill its obligations under this Agreement, it is determined that MEDICAL DIRECTOR did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 11. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by MEDICAL DIRECTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by MEDICAL DIRECTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 12. Equal Opportunity Employment. MEDICAL DIRECTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. MEDICAL DIRECTOR

shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 13. No Contingent Fees. MEDICAL DIRECTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for MEDICAL DIRECTOR, to solicit or secure this Agreement and that MEDICAL DIRECTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for MEDICAL DIRECTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 14. Conflict of Interest.

(a) MEDICAL DIRECTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) MEDICAL DIRECTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of MEDICAL DIRECTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 15. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 16. Subcontractors. MEDICAL DIRECTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. MEDICAL DIRECTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 17. Indemnification of COUNTY.

(a) To the fullest extent permitted by law, MEDICAL DIRECTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to MEDICAL DIRECTOR's provision of materials or services under this Agreement caused by MEDICAL DIRECTOR's act or omission in the performance of this Agreement.

(b) MEDICAL DIRECTOR shall require all subcontractors to enter an agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors shall fully indemnify COUNTY in accordance with this Agreement.

Section 18. Insurance.

(a) MEDICAL DIRECTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. MEDICAL DIRECTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) MEDICAL DIRECTOR shall require and ensure that each of its sub-vendors, subcontractors, designated assistants, or other medical professionals acting on its behalf providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by MEDICAL DIRECTOR will relieve MEDICAL DIRECTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by MEDICAL DIRECTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of MEDICAL DIRECTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then MEDICAL DIRECTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and MEDICAL DIRECTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of MEDICAL DIRECTOR or any other party.

(b) General Requirements.

(1) Before commencing work, MEDICAL DIRECTOR, on its behalf and on behalf of any designated assistants or other medical professionals acting on its behalf providing services under this Agreement, shall furnish COUNTY with proof of insurance, in a form acceptable to COUNTY, evidencing the insurance required by this Section and Exhibit D, and, for General Liability, Workers' Compensation, and Professional Liability, including the following as Certificate Holder:

Seminole County, Florida
 Seminole County Services Building
 1101 E. 1st Street
 Sanford, FL 32771

The proof of insurance must evidence, and all policies must be endorsed to provide, the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the  Insurer and without additional action of the Insured or Broker, if available by the policy form. Until such time as the insurance is no longer required to be maintained, MEDICAL DIRECTOR shall provide COUNTY with a renewal or replacement proof of insurance before the expiration or replacement of the insurance for which a previous proof has been provided.

(2) In addition to providing the proof of insurance, upon request of the COUNTY, MEDICAL DIRECTOR shall provide COUNTY with a copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY.

The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by MEDICAL DIRECTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employer's Liability coverages if available by policy form.

(5) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under all Professional Liability, General Liability, and Auto Liability policies allowing additional insureds. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds, if allowed by policy form.

(6) Coverage: The insurance provided by MEDICAL DIRECTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by MEDICAL DIRECTOR.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees, if available by policy form. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employer's Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2021), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2021), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2021), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then MEDICAL DIRECTOR shall immediately notify COUNTY as soon as MEDICAL DIRECTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MEDICAL DIRECTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, MEDICAL DIRECTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of MEDICAL DIRECTOR, MEDICAL DIRECTOR, at MEDICAL DIRECTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement,

the insurance must become effective prior to the commencement of work by MEDICAL DIRECTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) MEDICAL DIRECTOR's insurance must cover MEDICAL DIRECTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employer's Liability Act and any other applicable federal or state law.



(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by MEDICAL DIRECTOR are as specified in Exhibit D.

(D) If MEDICAL DIRECTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2021), as this statute may be amended from time to time, MEDICAL DIRECTOR shall provide notification to COUNTY's Risk Manager

with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY's approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including MEDICAL DIRECTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) General Liability.

(A) MEDICAL DIRECTOR's insurance must cover MEDICAL DIRECTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or by a form otherwise acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds, if allowed by policy form.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status, if available by policy form.

(C) In the event that the general liability insurance required by this contract is written on a claims-made basis, MEDICAL DIRECTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(D) The minimum limits to be maintained by MEDICAL DIRECTOR are as specified in Exhibit D.

(3) Auto Liability Policy.

(A) MEDICAL DIRECTOR must provide proof of automobile insurance evidencing personal injury protection, property damage liability coverage, and bodily injury liability coverage for all vehicles it may operate while performing work under this Agreement.

(B) The minimum limits to be maintained by MEDICAL DIRECTOR are as specified in Exhibit D.

(4) Professional Liability.

(A) MEDICAL DIRECTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions as an Emergency Medical Services Medical Director. Liability coverage must include direct patient care incidental to the services performed in their capacity as an Emergency Medical Services Medical Director pursuant to this agreement.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, MEDICAL DIRECTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If MEDICAL DIRECTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then MEDICAL DIRECTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by MEDICAL DIRECTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting MEDICAL DIRECTOR's liability under the provisions of Section 17 concerning indemnification or any other provision of this Agreement.

Section 19. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.



(b) In any lawsuit or legal proceeding arising under this Agreement, MEDICAL DIRECTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which MEDICAL DIRECTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 20. Representatives of COUNTY and MEDICAL DIRECTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by MEDICAL DIRECTOR, COUNTY shall designate

and advise MEDICAL DIRECTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, MEDICAL DIRECTOR shall designate or appoint one or more representatives of MEDICAL DIRECTOR who are authorized to act on behalf of MEDICAL DIRECTOR and bind MEDICAL DIRECTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 21. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 22. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 23. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting MEDICAL DIRECTOR, including its officers, employees, and agents as

an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. MEDICAL DIRECTOR is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 24. Employee Status. Persons employed by MEDICAL DIRECTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 25. Services Not Provided For. No claim for services provided by MEDICAL DIRECTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 26. Public Records Law.

(a) MEDICAL DIRECTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. MEDICAL DIRECTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, MEDICAL DIRECTOR shall provide COUNTY with all requested public records in MEDICAL DIRECTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) MEDICAL DIRECTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) MEDICAL DIRECTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) MEDICAL DIRECTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) MEDICAL DIRECTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, MEDICAL DIRECTOR shall transfer, at no cost to COUNTY, all public records in possession of MEDICAL DIRECTOR, or keep and maintain public records required by COUNTY under this Agreement. If MEDICAL DIRECTOR transfers all public records to COUNTY upon completion of this Agreement, MEDICAL DIRECTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MEDICAL DIRECTOR keeps and maintains the public records upon completion of this Agreement, MEDICAL DIRECTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to MEDICAL DIRECTOR. MEDICAL DIRECTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEDICAL DIRECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, MEDICAL DIRECTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 27. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.



Section 28. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MEDICAL DIRECTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MEDICAL DIRECTOR.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this

Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For MEDICAL DIRECTOR:

Todd M. Husty, D.O., P.A.
3040 S. Tuskawilla Road
Oviedo, FL 32765

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) MEDICAL DIRECTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to MEDICAL DIRECTOR for engaging with or contracting for the services of any subcontractors under this Agreement, MEDICAL DIRECTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. MEDICAL

DIRECTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that MEDICAL DIRECTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with MEDICAL DIRECTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but MEDICAL DIRECTOR otherwise complied with this Section, COUNTY must promptly notify MEDICAL DIRECTOR and order MEDICAL DIRECTOR to immediately terminate its agreement with the subcontractor.

(c) MEDICAL DIRECTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.



MEDICAL DIRECTOR

Witness

By: _____

Print Name

TODD M. HUSTY, D.O., P.A.

Witness

Date: _____

Print Name

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

By: _____

MARKLEY JEAN-CHARLES,
Purchasing and Contracts Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

County Attorney

DGS/lpk

6/25/21 8/13/21 9/22/21

T:\Users\Legal Secretary CSB\Purchasing 2021\SS-604153 v2.docx



Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Sample Purchase Order
- Exhibit C – Contract Pricing
- Exhibit D – Insurance Requirements
- Exhibit E – E-Verify Requirements Compliance

Exhibit "A"
Scope of Services
Medical Director Services

I. MANDATORY REQUIREMENTS

- A. The Medical Director shall be responsible to the Board of County Commissioners
- B. The Medical Director shall be responsible to the Director (Fire Chief). In regard to operational aspects of the EMS System, the Medical Director shall be responsible to the Fire Chiefs of Seminole County.
- C. The Medical Director shall be an independent contractor with no direct hospital or hospital system contractual affiliation with any hospitals to which Seminole County EMS Providers routinely transport patients to that may be construed as the preferred transport facility or in any way create the perception of an affiliation agreement between Seminole County EMS and the respective facility.

II. POSITION REQUIREMENTS OF THE MEDICAL DIRECTOR

The Medical Director of the Seminole County Emergency Medical Services System shall:

- A. Supply a medical doctor or osteopathic physician duly licensed by the State of Florida pursuant to Sections 401.23 through 402.165 Florida Statutes and Rule 64J-1.004, Florida Administrative Code or current version.
- B. Possess a thorough understanding of pre-hospital care. Have ten or more years of experience and/or specialty training in pre-hospital Emergency Medicine.
- C. Comply with all requirements of Florida Statutes Chapter 401 and Chapter 64J-1.004 "Medical Direction" of the Florida Administrative Code or their most current version.
- D. Be available twenty-four (24) hours per day, seven (7) days per week for emergency consultations from system EMS providers. The Medical Director shall be furnished with a portable radio by the Fire Department to carry on his person and be available to contact the communications center immediately. In the event the Medical Director may be unavailable he shall appoint a similarly qualified physician, Physician Assistant (PA) or Advanced Registered Nurse Practitioner (ARNP) to cover for him.
- E. Possess proof of current registration as a Medical Director with the US Department of Justice, Drug Enforcement Administration (DEA) to provide controlled substances to an EMS provider. The DEA registration shall include each address at which controlled substances are stored, in accordance with Florida Statutes, Chapter 401 and Florida Administrative Code 64J-1.004 (3)(c) or their most current version. Copies of the Medical Director's license and registrations must be provided to each agency.
- F. Work a minimum of 18 office/field hours per week in quality improvement (QI) activities, meetings, testing, parameter development/revision, field observation and system monitoring as outlined in this document.
- G. Submit contemplated changes or parameter revisions as to the delivery of pre-hospital care to be provided that have a significant capital expense, change in procedures or inherent additional training costs for the agencies to the Fire Chiefs Executive Group for approval prior to implementation.
- H. Provide quarterly performance compliance reports to the Fire Chiefs Office and the Fire Chiefs Executive Group.
- I. Provide monthly activity reports to the Fire Chiefs Office and Fire Chiefs Executive Group detailing activities related to Seminole County EMS.
- J. Attend and lead monthly meetings of the EMS Quality Council and attend EMS Group of Seminole County and other meetings, as requested, or when deemed in the best interest of the Seminole County EMS System, or when otherwise requested by the Fire Chiefs Executive Group.
- K. Provide medical oversight for Community AED Program including County, Municipal and Law Enforcement participants.

III. ACTIVITIES OF THE MEDICAL DIRECTOR

The Medical Director shall:

- A. Provide consultation regarding medical issues that may impact Seminole County, i.e. Pandemics, Health and Wellness Programs, Mental Health Initiatives, Spokesperson for the office of the Medical Director and grants.
- B. Provide consultation and participate in Seminole County Sheriff programs such as Correction Facility consulting, quality reviews on medical care, and initiatives such as the Opioid Crises response and PTSD.
- C. Assume direct responsibility for the clinical activities of all the paramedics and Emergency Medical Technicians (EMT) performing in the Seminole County EMS (SCEMS) system.
- D. Discharge all duties in accordance with Florida Statutes, Chapter 401.265 and Chapter 64J-1.004 (3) of the Florida Administrative Code or their most current version.
- E. Be actively involved in the Florida Association of EMS Medical Directors and attend at least two (2) meetings of the association per year.
- F. Present a minimum of four (4) Medical Director Updates per year to EMS personnel operating under his/her direction.
- G. Provide consultation regarding EMS issues to the Fire Chiefs, supervisors and field personnel, as requested. Consultations that are non-emergent in nature should be conducted during normal business hours, i.e., Monday through Friday 0800-1700 hrs.
- H. Provide a continuous twenty-four (24) hours per day, seven (7) days per week emergency consultations from system EMS providers and "on-line" medical direction to personnel, when requested.
- I. Assist in the resolution of problems involving the delivery of pre-hospital care and other emergency medical services in accordance with Florida Statutes Chapter 401 and 64J-1.004 of the Florida Administrative Code or their most current version.
- J. When requested by management, evaluate, monitor and provide conflict resolution for hospital emergency department diversions and delays in patient care transfers.
- K. Chair the EMS Quality Council and facilitate discussions with emergency physicians, physician specialists, surgeons, trauma specialists, physician assistants, nurse practitioners, nursing staff and other ancillary medical personnel to provide input in the continued enhancement of the SCEMS system.

IV. PRACTICE PARAMETERS

The Medical Director shall:

- A. Develop and revise the pre-hospital Practice Parameters as needed for the SCEMS system. The Practice Parameters will be revised as necessary to maintain clinical currency and a complete review performed at a minimum of every two years.
- B. Submit revisions and additions that have a significant capital expense or inherent additional training costs for the agencies to the Fire Chiefs Executive Group for approval prior to implementation.
- C. The Practice Parameters shall be developed with consideration to the fiscal impact on the participating agencies and the citizens and visitors of Seminole County and current budgeting practices.
- D. Ensure that all EMT's and paramedics are trained in the use of Trauma Scorecard Methodology, as provided in Chapter 64J-2.004 F.A.C. for adult patients and 64J-2.005 F.A.C. for pediatric patients.
- E. Develop and revise Trauma Transport Protocols (TTP) in accordance with 64J-1.004 (4) (i) when necessary or as required by the Florida Bureau of EMS. The TTPs must be submitted as required to the Florida Bureau of EMS for approval.

V. CONTINUOUS QUALITY IMPROVEMENT

The Medical Director shall:

- A. In conjunction with management, develop and implement an EMS Quality Improvement Program in accordance with Florida Statutes Chapter 401.265 (2) and Chapter 64J-1.004 (3) (b) Florida Administrative Code or their most current version.

- B. For the purpose of quality assurance and continuous quality improvement the medical director shall put in place, participate in, and manage a process of run reviews for each paramedic in the system on a continuous rotation. Each paramedic will review and be reviewed by other paramedics with the oversight of the medical direction team as outlined below. Similar innovative processes are being utilized by other practitioners across the country. It has been proven to improve quality of care. Report documentation is directly linked to quality through attention to detail and by allowing our paramedics to discover where they may have weaknesses. This process will also allow paramedics to learn how to improve through examples given by their peers. This process is not meant to be punitive but simply a continuous Improvement project.
1. To accomplish the goals of this continuous quality improvement project, the medical director team will manage one FTE position, employed or contracted through the medical director.
 2. Paramedics will be chosen randomly to initiate the process and to replace those no longer reviewing or being reviewed.
 3. Five days a week, 48 weeks per year, paramedics will be assigned to review a small number of reports.
 4. Five days a week, 48 weeks per year, EMS run reports will randomly be selected for review.
 5. The reviewing paramedic will use a standardized review form that will verify if certain necessary information has been documented. The form will also consist of more open-ended questions regarding thoroughness of report, thought processes and treatment modalities. The form will seek feedback as to the reviewing paramedic's impression of the quality of the documentation.
 6. If the paramedic is thorough and earnest in their reviews, they may be dropped from the current reviewer list and added to the queue of paramedics needing to be reviewed.
 7. If a paramedic has need for further Improvement either as a reviewer or as the reviewed, the paramedic will stay on the respective list.
 8. All review forms will be processed by the medical director review team. All outliers will be reviewed by the medical director team.
 9. Examples of good and sub-standard documentation will be used in the quarterly medical director meeting.
 10. Selection of run reviews will include new policies, procedures or guidelines.
 11. The medical director team will work closely with the existing QA plan for EMS
- C. Establish internal and external benchmarks of key performance measures pertaining to patient outcomes.
- D. In conjunction with a management designee appointed by the Chief, the Medical Director or similarly qualified persons assigned by the medical director's office will work a minimum of 10 hours weekly to review SCEMS patient care reports, for the purpose of quality improvements in patient care and documentation, and identification of any and all deviations from SCEMS Practice Parameters.
- E. At the request of the Fire Chief, the Medical Director shall meet with the involved personnel and Fire Chief or designee of the respective agency as a subject matter expert for the purpose of conducting an investigation. Then upon request Medical Director will submit a final recommendation of corrective action in accordance with Florida Statutes Chapter 401.265 to the respective agency within thirty (30) days, unless extenuating circumstances can be documented for a delay in the presentation of recommendations.
- F. In conjunction with management, periodically communicate with the hospital emergency departments to exchange information and review the quality of care provided by the EMS system.

VI. CONTINUING EDUCATION

The Medical Director and, where appropriate, his designated assistants, shall be responsible for

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

- A. Reviewing and approving all curriculum and courses for continuing education units (CEU) prior to the EMS personnel being trained.
- B. Participate in classroom teaching or review of student performance, a minimum of four hours per month in accordance with Florida Statutes Chapter 64J-1.004 (4)(f) F.A.C. or their most current version.
- C. Actively participating in the development of EMS training programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the SCEMS system.
- D. Assist in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program.
- E. Evaluating the educational effectiveness of instruction, courses and programs.
- F. Participate in Advanced Cardiac Life Support (ACLS), Pre-Hospital Trauma Life Support (PHTLS), and Pediatric Education for Pre-hospital Providers (PEPP) or their program equivalents refresher courses and programs adopted by SCEMS as a system requirement.
- G. Complete a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care or teaching pre-hospital care or a combination of both in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (3)(k) and (4)(F) F.A.C. or their most current version.
- H. Monitor and audit at least one (1) class session of every CME/CEU course held.

VII. CERTIFICATION OF EMS PERSONNEL

The Medical Director and, where appropriate, his designated assistants, shall:

- A. Be responsible for establishing and periodically updating the minimum personnel standards and certification requirements for practice in the SCEMS system.
 1. Standards shall include the requirements for initial training and mentoring as outlined in the Paramedic Clinical Assessment Program (PCAP) and EMT initial training requirements; requirements for continuing medical education; state and national recertification requirements; standards for professional conduct; and testing requirements for EMS personnel to maintain SCEMS system county practice certification.
- B. Establish procedures for the issuance, renewal, suspension and revocation of certifications for SCEMS personnel in concert with the agency's Fire Chief or their designee. The procedures shall contain due process provisions that shall be approved, in advance, by the Fire Chiefs Executive Group.

VIII. FIELD ACTIVITY AND SYSTEM MONITORING

The Medical Director and, where appropriate, his designated assistants, shall:

- A. Perform and document quarterly reports to the Fire Chiefs Executive Group evidence of the following required activities:
 1. Periodically provide field observation of EMS personnel performing patient care at a minimum of eight (8) incidents per month. All activity shall become a part of the Medical director's quarterly status report.
 2. Visit and/or interact with SCEMS personnel, hospital emergency department staff and other public safety personnel for quality improvement and/or education purposes at least three (3) times per month.
- B. Participate in direct contact time with EMS Field level providers operating in the SCEMS system a minimum of ten (10) hours per year in accordance with Florida Statutes Chapter 401 and 64J-1.004 (4)(f), F.A.C. or their most current version.

IX. MEDICAL EQUIPMENT AND SUPPLIES

- A. Comprehensive Review – the Medical Director shall conduct ongoing and comprehensive

reviews of all EMS equipment, medications and medical supplies as necessary to ensure reliable delivery of medical services in the SCEMS system with a focus of providing evidence based excellent care.

- B. The Medical Director shall insure and certify that security procedures of all EMS providers with respect to medications, controlled substances and medical fluids are conducted in accordance with Florida Statutes Chapter 499 and Chapter 64J-1.004 (3) (d), F.A.C. or their most current version.

X. DISASTER ASSISTANCE AND PLANNING/PANDEMIC

- A. The Medical Director and, where appropriate, his designated assistants, shall be available for consultation and/or response during a disaster situation/pandemic or declared state/federal emergency affecting Seminole County.
- B. The Medical Director and, where appropriate, his designated assistants, shall be available for emergency consultation during a multiple casualty incident.
- C. The Medical Director and, where appropriate, his designated assistants, shall function as a liaison between EMS field operations, hospitals, and public health agencies during the aforementioned disaster situations.
- D. The Medical Director may be called upon to provide specific information to assist in the mitigation of specific emergency medical care aspects during disaster situations including but not limited to federal, state, and county emergencies/pandemics.

XI. STATE INVOLVEMENT

- A. The Medical Director shall demonstrate active participation in the State EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (4) (e) F.A.C. or their most current version.

XII. INFECTION CONTROL

- A. The Medical Director and, where appropriate, his designated assistants, shall consult with Infectious Disease Specialist, develop and revise the infection control plan for the SCEMS system as needed to assure compliance with State and Federal requirements.
- B. The Medical Director and, where appropriate, his designated assistants, shall be available for consultation from field personnel, management or contracted Infectious Disease Specialist to evaluate and determine the significance of any blood or body fluid exposure to personnel in accordance with the Post Exposure Prophylaxis Program (PEP) for Seminole County. The Medical Director will provide support to the Contracted Infectious Disease Specialist to establish treatment plan for the affected employee(s) in accordance with their respective policies and procedures.

XIII. ADVANCE COMMUNITY PARAMEDICINE

- A. For the purpose of integrating emergency medical services with identified needs of the community, where services could enhance the quality of life of the Seminole County citizens, the Medical Director team shall guide a process to establish an Advance Community Paramedicine program. The program will identify areas of need within Seminole County and opportunities to provide service to address those needs. (The following is considered a working list, and is not all inclusive)
 1. Follow up of hospital discharges
 2. Regular checkups
 3. Annual Wellness Visits
 4. Telemedicine
 5. Transport to an alternate destination

6. Provide treatment in place with a qualified health care practitioner, either on the scene or connected using telehealth
7. Advanced certification requirements of providers
8. Providing medical needs to citizens who have limited access to service.
9. Expanding on opportunities for improvement identified through the global pandemic.

EXHIBIT "B"
(SAMPLE OF PURCHASE ORDER)

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
 MUST REFER TO THIS ORDER NUMBER

**S
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|-------------|--|
| ORDER DATE | |
| REQUISITION | |
| REQUESTOR | |
| VENDOR # | |

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ORDER INQUIRIES
PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956
 ANALYST

DELIVERY

| ITEM # | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------|-----|------|------------------|------------|----------------|
| | | | | | |

| | | | |
|---|--|---------------------|--|
| THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER. | | TOTAL AMOUNT | |
|---|--|---------------------|--|

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665 7656

 AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchase Order Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Failure to Accept Purchase Order. Supplier's failure to accept PO may be cause for cancellation of award. Suppliers who default are subject to suspension, debarment or both.

3. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

4. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

5. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

6. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

7. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

8. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

9. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under

PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

11. Modifications. PO may be modified or rescinded in writing by County.

12. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

13. Price Protection. Supplier warrants that prices set forth in PO are equal to lowest net price and terms and conditions of sale are as favorable as prices, terms and conditions afforded by Supplier to any other customer for goods/services of comparable grade or quality. Supplier agrees that any price reductions made in goods/services under PO, subsequent to its acceptance, but prior to its payment, will be applicable to PO.

14. Payment Terms. Supplier agrees the cash discount period to County will be from the date of invoice and not from receipt of goods/services.

15. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

16. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

17. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

18. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

19. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

20. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

21. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

22. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

23. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

24. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

25. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

SS-604153-21/TKH
Medical Director Services

Contract Pricing

| | |
|--|------------------------|
| Seminole County Medical Director Duties | \$354,684.00 annually |
| Quality Improvement Full Time Position | \$115,000.00 annually |
| Total: | \$469,684.00 annually* |

*Annually, both parties will reevaluate the fees in the event of an increase or decrease in the demand for services.

EXHIBIT D
INSURANCE REQUIREMENTS
Medical Director Services

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

| | | |
|------------------------|------------|-----------------------|
| Workers' Compensation: | Statutory | |
| Employers' Liability: | \$ 500,000 | Each Accident |
| | \$ 500,000 | Disease Aggregate |
| | \$ 500,000 | Disease Each Employee |

B. Commercial General Liability Insurance:

| | |
|--------------|-----------------------------------|
| \$ 1,000,000 | Per Occurrence |
| \$ 2,000,000 | General Aggregate |
| \$ 2,000,000 | Products and Completed Operations |
| \$ 1,000,000 | Personal and Advertising Injury |

C. Business Automobile Liability Insurance:

| | |
|--------------|---|
| \$ 1,000,000 | Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u> |
|--------------|---|

D. Professional Liability:

| | |
|--------------|-------------------|
| \$ 1,000,000 | Each Claim |
| \$ 3,000,000 | General Aggregate |

~~~ End Exhibit D ~~~

Agreement Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consultant Name

By: \_\_\_\_\_  
Print/Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Full Name of Affiant).

\_\_\_\_\_  
Print/Type Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_