

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 15, 2007

Division: Emergency Services

Bulk Item: Yes No

Department: Fire Rescue

Staff Contact Person/Phone #: Darice Hayes/6004

AGENDA ITEM WORDING: Approval of an Agreement with the University of Miami School of Medicine (UM), Gordon Center for Research in Medical Education (GCRME), designating Monroe County Fire Rescue (MCFR) as a satellite training site to offer Basic Life Support (BLS), and Advanced Cardiac Life Support (ACLS) courses.

ITEM BACKGROUND: In February of 2006, Monroe County entered into an agreement with UM, GCRME designating MCFR as a satellite training site to offer BLS and ACLS courses, which expired on February 28, 2007. At this time, MCFR desires to continue acting as a satellite training site and therefore wishes to enter into a new agreement with UM, GCRME effective June 1, 2007.

PREVIOUS RELEVANT BOCC ACTION: At the February 15, 2006 Board of County Commissioner's meeting the Board granted approval of an Agreement with the University of Miami School of Medicine, Center for Research in Medical Education, Division of Emergency Medical Skills Training (UM), and the Monroe County Board of County Commissioners for Monroe County Fire Rescue (MCFR) to act as a satellite training site of the UM for American Heart Association (AHA) approved courses in Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS) for the period beginning March 01, 2006 through February 28, 2007.

CONTRACT/AGREEMENT CHANGES: The Agreement shall commence on June 1, 2007 and renew automatically for successive one (1) year terms or until earlier terminated by either party as set forth in Section III (B) of the Agreement.

STAFF RECOMMENDATIONS: The Agreement maintains affiliation requirements for in-county instructors, and it allows them to teach in-county courses both in a time and cost efficient manner. In view of the strict budget constraints facing the County presently, Fire Rescue staff recommends that this Agreement be approved.

TOTAL COST: \$300.00 – 500.00/annually **BUDGETED:** Yes No

COST TO COUNTY: \$300.00 – 500.00/annually **SOURCE OF FUNDS:** Ad valorem taxes

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty *CW* OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

ADDITIONAL INFORMATION MEMO

TO: Monroe County Board of County Commissioners

FROM: James K. Callahan, Acting Fire Chief/Division Director
Emergency Services Division

RE: Agenda Item: Approval of an Agreement with the University of Miami School of Medicine (UM), Gordon Center for Research in Medical Education (GCRME), designating Monroe County Fire Rescue (MCFR) as a satellite training site to offer Basic Life Support (BLS), and Advanced Cardiac Life Support (ACLS) courses.

DATE: August 15, 2007

Monroe County Fire Rescue personnel are required to maintain current ACLS and BLS (CPR) certifications. In an effort to make this training readily available to them, along with county employees and County residents, in December of 1998 Monroe County entered into an agreement with American Heart Association (AHA) to become a Community Training Center. This enabled MCFR to provide and manage the training for emergency cardio care under the guidelines and curriculum of the AHA.

The agreement was renewed each year thereafter, and when expiring in November of 2005, County staff began reviewing the process for time and cost effectiveness. Having the designation of Community Training Center requires County staff to comply with various issues that consume many administrative staff hours to keep up with instructor training and renewal, course and participant recordkeeping, issuance of certification cards, and equipment purchase and maintenance. After consideration, it was determined that these issues could be more efficiently handled by a larger, parent training center, i.e. UM, GCRME, with MCFR being designated as a local satellite. This step would save the county resources associated with handling these issues in-house.

Therefore, in February of 2006, Monroe County entered into an agreement with UM, GCRME designating MCFR as a satellite training site to offer BLS and ACLS courses, which expired on February 28, 2007. At this time, MCFR desires to continue acting as a satellite training site and therefore wishes to enter into a new agreement with UM, GCRME effective retroactive to June 1, 2007. The enactment of the retroactive date is in order to ensure that the parties are bound for services that were performed during that time period.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

| CONTRACT SUMMARY | | | |
|--|-------------------------------|---------------------------------|--|
| Contract with: | <u>University of Miami</u> | Contract # _____ | |
| | | Effective Date: | <u>June 1, 2007</u> |
| | | Expiration Date: | <u>Ongoing</u> |
| Contract Purpose/Description: <u>Agreement with the University of Miami School of Medicine (UM) designating Fire Rescue as a satellite training site to offer Advanced Cardiac Life Support and Basic Life Support courses.</u> | | | |
| | | | |
| Contract Manager: | <u>Darice Hayes</u> (Name) | <u>6004</u> (Ext.) | <u>Fire Rescue / Stop #14</u> (Department/Stop #) |
| for BOCC meeting on | <u>8/15/07</u> | Agenda Deadline: <u>7/31/07</u> | |

| CONTRACT COSTS | |
|---|--|
| Total Dollar Value of Contract: <u>\$300.00 – 500.00</u> | Current Year Portion: \$ <u>\$300.00 – 500.00</u> |
| Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Account Codes: <u>13001-530540- - - - -</u> |
| Grant: \$ _____ | _____ |
| County Match: \$ _____ | _____ |
| | _____ |
| ADDITIONAL COSTS | |
| Estimated Ongoing Costs: \$ _____/yr (Not included in dollar value above) | For: _____ (eg. maintenance, utilities, janitorial, salaries, etc.) |

| CONTRACT REVIEW | | | | |
|---|----------------|---|------------------------|-----------------|
| | Date In | Changes Needed | Reviewer | Date Out |
| Division Director | <u>7-31-07</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>7-31-07</u> |
| Risk Management | <u>7-31-07</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>7-31-07</u> |
| O.M.B./Purchasing | <u>7/31/07</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>7/31/07</u> |
| County Attorney | <u>7/23/07</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Cynthia F. Hall</u> | <u>07/30/07</u> |
| Comments: <u>okay with changes as of 7/30/07.</u> | | | | |
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**AGREEMENT FOR SATELLITE TRAINING CENTERS OF THE UNIVERSITY OF
MIAMI SCHOOL OF MEDICINE, GORDON CENTER FOR RESEARCH IN
MEDICAL EDUCATION, DIVISION OF PREHOSPITAL AND EMERGENCY
HEALTHCARE**

This Agreement is entered into this 1st day of June, 2007 by and between the University of Miami Leonard M. Miller School of Medicine, Gordon Center for Research in Medical Education, Division of Prehospital and Emergency Healthcare, a not for profit organization, organized and existing under the laws of the State of Florida (hereinafter referred to as "GCRME") and the Monroe County Board of County Commissioners for Monroe County Fire Rescue (hereinafter referred to as "SATELLITE").

WHEREAS, the GCRME is authorized by the American Heart Association (AHA) as a training center;

WHEREAS, the SATELLITE desires to act as a satellite training site of the GCRME for AHA courses in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS).

WHEREAS, the GCRME is authorized to designate and monitor a facility as a satellite training center;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

I. The GCRME shall:

- A. Monitor compliance with AHA training requirements for courses and curriculum conducted by SATELLITE as a Satellite Training Site. GCRME shall have authority to terminate SATELLITE'S designation as a satellite training center if GCRME determines, in its sole discretion, that SATELLITE is not in compliance with AHA training requirements.
- B. Verify that standards for equipment, materials, supplies, files and the satellite training site are maintained by making an initial and then annual follow-up visit to the satellite-training site, which will be scheduled in advance at a mutually convenient time.
- C. Submit all required data and/or reports for satellite training sites to the AHA and maintain a file of each instructor teaching BLS and ACLS courses on behalf of SATELLITE.
- D. Agree to be designated as the primary Training Center.
- E. Provide the SATELLITE with AHA course completion cards one week following receipt of a properly completed roster and course outline, including instructor assignments for each course taught by the SATELLITE.

- F. Enter and maintain data for the SATELLITE courses in the GCRME's Training Center computerized database.
- G. Bill the SATELLITE for fees and costs as described in this Agreement. The fees and costs may be changed by GCRME at the time of renewal of this Agreement. GCRME shall provide thirty (30) day notice to SATELLITE of the changes to the fees and costs.
- H. Request payment of the affiliation fee at the beginning of each contract year. Request payment upon completion of each course taught by SATELLITE for AHA card costs and per student processing fees through submission of a properly completed invoice.
- I. Update instructors entered in the database who have designated GCRME as their primary training center on AHA course changes, science guidelines, policies and procedures in accordance with AHA guidelines.

II. The SATELLITE shall:

- A. Designate a BLS and ACLS Instructor as the Training Center Coordinator for the SATELLITE as a Satellite Training Site.
- B. Provide staff to serve as BLS and ACLS instructors for SATELLITE courses and require that all instructors for SATELLITE designate GCRME as their primary training center or provide to the GCRME, prior to conducting any BLS training session, documentation of their affiliation with an AHA approved primary training center.
- C. Provide the GCRME with a master list of all SATELLITE instructors and expirations dates of said instructors' BLS and ACLS Instructor Certification.
- D. Agree to require that all instructors fulfill the roles and responsibilities of an instructor as outlined by AHA in the BLS and ACLS Instructor Manual.
- E. Maintain the following documents for each course provided for three (3) years: course outline, attendance records with contact hours granted, all rosters with the written examination scores, education program/class evaluation tally forms, skills evaluation for each student.
- F. Submit the following documentation to the GCRME upon completion of each course provided by the satellite training site: course outline, attendance records with contact hours granted, roster with written examination scores, education program/class evaluation tally forms.
- G. Purchase necessary AHA textbooks for the BLS and ACLS courses and obtain all supplies/ materials/equipment needed for the courses.

- H. Clean and maintain equipment used for the courses according to AHA standards.
- I. The SATELLITE is a state agency subject to limited liability under Section 768.28, F.S., and maintains adequate insurance to respond to any liability in excess thereof. To the extent authorized by Section 768.28 F.S., SATELLITE shall indemnify, defend and hold harmless GCRME, and GCRME's agents, trustees, executors, personal representatives, general partners, limited partners, and attorney-in-fact, of and from any and all fines, claims, demands, liability, cost or expense (including but not limited to attorney's fees) and causes of action, of every nature whatsoever brought by any person or entity, arising or growing out of, directly or indirectly, the following (i) the occupation or use of the Premises, the Building, or the Property and every part thereof, by SATELLITE, (ii) any breach or violation of this Agreement by SATELLITE, or (iii) the conduct of SATELLITE'S business. For all purposes of the indemnification granted herein, the claims, demands, acts or omissions of SATELLITE'S contractors, employee, agents, servants, guests, clients and invitees shall be deemed to be those of the SATELLITE. In any such event, the comparative negligence on the part of the GCRME or its representatives shall not in any way limit or effect SATELLITE'S obligation under this indemnification.
- J. Indemnify, defend and hold harmless the GCRME, from any and all losses, claims, expenses, liabilities and causes of action arising out of the negligence of the SATELLITE in connection with the operation of this Agreement to the extent authorized by Section 768.28, F.S.
- K. Remit payment to the GCRME as follows:

| | |
|---|----------|
| Annual Training Center affiliation fee | \$300.00 |
| Published unit cost of each AHA BLS card | 1.00 |
| Published unit cost of each AHA ACLS card | 2.50 |
| Per student processing fee | 3.00 |

SATELLITE understands and agrees that these fees and costs are subject to change at the time of renewal of this Agreement and that GCRME shall provide thirty (30) days notice of the change. As a county government, SATELLITE's funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities and this Agreement is subject to amendment or termination due to lack of fund, reduction and/or change in regulations, upon thirty (30) days written notice.

III. The GCRME and SATELLITE mutually acknowledge and agree:

- A. This Agreement shall commence on _____, 2007 and renew automatically for successive one (1) year terms or until earlier terminated by either party as set forth in Section B below.

- B. This Agreement may be terminated without cause by either party with no less than thirty (30) days written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of receipt. Said notice shall be delivered to the contact person for the appropriate party in accordance with Section III, Paragraph E of this Agreement. Should this Agreement be terminated by either party, SATELLITE agrees to satisfy all outstanding charges due at the time of termination within thirty (30) days.
- C. The GCRME will notify the SATELLITE immediately should its status as a Training Center change.
- D. Every notice in this Agreement shall be in writing and directed to the respective contact persons and addresses set forth below:

For the Gordon Center for Research in Medical Education (GCRME)

Alan J. Fish
1507 Levante Avenue Rm 327
Coral Gables, FL 33146

And

Al Brotons
1120 NW 14 St.
Miami, FL 33136

Mailing: P.O. Box 016960 (D-41)
Miami, FL 33101

For Monroe County Fire Rescue

Gary Boswell
Monroe County Fire Rescue
490 63 St. Ocean
Marathon, FL 33050

- E. Both parties agree that this Agreement contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking except those stated herein.
- F. This Agreement may only be amended by written consent of both parties. No alteration, change or modification shall be binding or effective unless executed in writing and signed by both parties hereto.

- G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be Miami-Dade County, Florida.
- H. The failure by any party to enforce at any time any of the provisions of this Agreement, or any rights with respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provision, rights or elections, or in any way affect the validity of this Agreement.
- I. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of both parties.
- J. If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement shall remain in effect, insofar as is consistent with the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

FOR THE UNIVERSITY OF MIAMI

 By: Alan J. Fish
 Vice President for Business Services

Date: _____

FOR BOARD OF COUNTY COMMISSIONERS
 OF MONROE COUNTY, FLORIDA

BY: _____
 Mario Di Gennaro, Mayor

Date: _____

[SEAL]

ATTEST: DANNY L. KOHLAGE, CLERK

By: _____
 Deputy Clerk

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:

 CYNTHIA L. HALL
 ASSISTANT COUNTY ATTORNEY
 Date 07-30-07