

AGREEMENT

THIS AGREEMENT made and entered into this 12th day of December, 1972, between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida, hereinafter referred to as "Jacksonville," and NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS the City of Jacksonville has negotiated and entered into a contract with the United States of America, which is designated as HSM 110-72-344, and

WHEREAS the City of Jacksonville in said contract has agreed to complete plans and implement a model system of emergency medical services which would be a part of a comprehensive health care delivery system, hereinafter referred to as "Project," and

WHEREAS Nassau County, Florida, is desirous of participating in the development of the aforementioned model total system of emergency medical services with the City of Jacksonville and is desirous of implementing this system throughout its geographical boundaries.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I - DESCRIPTION OF WORK. It shall be the responsibility of the City of Jacksonville, pursuant to Federal Contract HSM 110-72-344, to plan and implement a total system of emergency medical services which will demonstrate that existing technology and management can be utilized to develop a coordinated improved emergency medical services effort. The City of Jacksonville shall identify, develop, and test measures of effectiveness of such an emergency medical services system, its

subsystems, and component parts. The subsystems considered mandatory for demonstration shall include consumer education and information, training, communications, transportation, hospital coordination of emergency medical services, system management, and linkages to other health delivery systems and to other community activities. The model will demonstrate the system approach to handling the full spectrum of physical, mental and psychological emergencies. The City of Jacksonville shall identify problem areas and proposed solutions and shall conduct suitable data collection analyses and evaluation procedures to demonstrate the performance of the subject emergency medical services system and components.

Nassau County supports the concept of this Project and agrees to participate and lend its support in the accomplishment of the aforementioned goals as hereinafter provided.

ARTICLE II - PERIOD OF PERFORMANCE. The period of performance for the completion of the work as described in Article I hereof shall commence upon the execution of this Agreement and shall terminate on June 30, 1975.

ARTICLE III - DESIGNATION OF PROJECT EXECUTIVE DIRECTOR. The Project Executive Director shall be Vernon L. Micheel, who shall provide direct supervision of the Project and who shall coordinate the efforts of the participating counties and other agencies in the Project.

ARTICLE IV - DESIGNATION OF PROJECT MANAGER UNDER FEDERAL CONTRACT HSM 110-72-344. The Project Manager who shall supervise the overall work and services performed pursuant to Federal Contract shall be John M. Waters. Review and approval of the work hereunder shall be performed by the Project Manager or his duly authorized representative.

ARTICLE V - PUBLICITY AND PUBLICATIONS. The parties agree that they will acknowledge Health Services and Mental Health Administration, Department of Health, Education, and Welfare support whenever the Project shall be publicized in any news

media. The parties shall include in any publication resulting from the work performed under this Agreement an acknowledgment substantially as follows:

"The Project upon which this publication is based was performed pursuant to Contract HSM 110-72-344 with the Health Services and Mental Health Administration, Department of Health, Education, and Welfare."

ARTICLE VI - REPORTS. Contractor shall submit to Jacksonville reports concerning such aspects of the Project as may from time to time be required and requested by the Project Executive Director.

ARTICLE VII - ESTIMATED REIMBURSABLE COST. It is estimated that the total cost to be reimbursed to Contractor by Jacksonville for services provided pursuant to this Agreement shall be the sum of \$191,647.00, and Contractor agrees to use its best efforts to perform the work and services and all obligations under this Agreement within such estimated cost.

ARTICLE VIII - LIMITATION OF FUNDS. It is anticipated that Jacksonville may from time to time authorize the expenditure of additional funds under this Agreement, however, under no circumstances shall Jacksonville be liable to Contractor for reimbursement of cost incurred in excess of the estimated reimbursable cost as defined in Article VII above until such time as the expenditure of additional funds has been authorized by the Project Manager.

ARTICLE IX - FUNDING. Contractor shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Project to the extent, and in such detail, as will properly reflect all net costs, direct costs, labor, materials, equipment supplies and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. Supporting resources (funding for personnel, operations, etc.) provided for this Project are supplemental and will not be utilized as substitute

funding for or support of the operation of the components of the emergency medical system.

Funding of the Project will be of a cost reimbursable nature and requests for reimbursement will be filed on forms or format provided by the Project staff. A list of allowable costs, costs allowable with the approval of the Project staff, and non-allowable costs is attached to this Agreement, designated as Annex 1, and is by this reference made a part hereof.

ARTICLE X - PROJECT OPERATION. A comprehensive data system including police accident reports, ambulance run reports, emergency room reports, hospital records, and autopsy results will be used in evaluating the performance of the Project. Data will be collected on response time, and on quality control inspections of facilities and operations during the Project. Nassau County agrees to participate and cooperate fully in evaluating the performance of the Project and will endeavor to insure that all personnel and activities receiving support from this Project within Nassau County will also aid in the evaluation of the performance of the Project.

During the development and after the inception of the operation of this Project it is expected that visitors will be witnessing the performance of this "demonstration project." Contractor agrees to participate and cooperate in demonstrating the Project, and further agrees to endeavor to insure that all personnel and activities receiving support from this Project within Nassau County cooperate in demonstrating the Project. Contractor will allow its rescue ambulances to operate outside Nassau County and agrees to allow other Project-supported ambulances to enter and operate within Nassau County.

Locations to be used for training facilities in support of the Project will be provided by Contractor at no cost to the Project.

ARTICLE XI - INDIGENT CARE. Contractor agrees to pay the City of Jacksonville or the University Hospital, Jacksonville, for emergency medical services received by indigent residents of Nassau County evacuated through the Project system during the term of the Project as defined in Article I. University Hospital, Jacksonville, shall notify the Board of County Commissioners of Nassau County of any such indigent residents admitted for emergency care on the next regular working day following their admittance.

ARTICLE XII - EMERGENCY ROOM OPERATION. Contractor will maintain Category IV Emergency Department Services as defined by the American Medical Association. Standards for Category IV Emergency Department Services are attached hereto as Annex 2, and by this reference made a part hereof. Participating hospitals shall provide on-the-job training for emergency medical technicians not based in local hospitals as may be feasible.

ARTICLE XIII - AMBULANCE SERVICE. Contractor agrees that the following operating standards for ambulance service provided within the Project will be enforced and applied in Nassau County:

- (a) There shall be two trained emergency medical technicians on each emergency run.
- (b) Emergency personnel availability and service shall be maintained on a twenty-four hours a day basis.
- (c) Both ambulance crewmen shall be trained at not less than the United States Department of Transportation training for emergency care and transportation of the sick and injured, along with cardio-pulmonary resuscitation.
- (d) The United States Department of Transportation basic training for emergency care and transportation of the sick and injured, advanced training in care of the cardiac patient, the extrication course, and defensive driving course is a goal for all personnel and must be completed by Project personnel within nine (9) months after **start of training under this Agreement.** Within thirty (30) days of completion of all training, Project emergency personnel must successfully pass the Emergency Medical Technician registration test of the Florida Department of Health and Rehabilitative Services.
- (e) Emergency Medical Technicians must possess thorough knowledge of the territory within their individual service areas and the health

and traffic ordinances and laws concerning the emergency care and transportation of the sick and injured.

- (f) Emergency Medical Technicians must possess the necessary driver's license and professional license or certificate as required by law.
- (g) The primary emergency vehicles shall not be utilized for routine non-emergency invalid transportation.
- (h) Emergency equipment and supplies in emergency vehicles shall be maintained to meet minimal equipment requirements of the State of Florida and of the Project. Minimal equipment requirements of the Project shall be those as set out in Annex 3 to this Agreement.

In addition to the foregoing standards of operation, Contractor agrees also that ambulance run reports shall be maintained and submitted periodically as required by the Project staff and financial records of ambulance and personnel operations will be available for examination by representatives from the Department of Health, Education, and Welfare and the Project staff. Ambulance operators are responsible for maintenance of emergency vehicles and they shall comply with county ordinances or state law regulating ambulance service. In the event an emergency vehicle assigned to Nassau County is inoperable for an extended period of time, then the Project staff will provide for the temporary loan of another emergency vehicle, when available. Contractor shall maintain custody of any ambulance furnished under the Project, during the life of the Project.

ARTICLE XIV - COMMUNICATIONS SERVICE. Contractor shall maintain a central dispatcher on a twenty-four hours a day basis and shall maintain dispatch records as are required by the Project staff. Contractor shall provide maintenance for all radios furnished by the Project and maintain custody of communications equipment furnished by the Project during the life of the Project. Every effort shall be made to have a single emergency telephone number for each participating county and a single dispatch for all emergency functions. In lieu thereof,

Contractor shall have a single medical emergency number.

ARTICLE XV - EMERGENCY MEDICAL SERVICES DATA. It is agreed that the Department of Health, Education, and Welfare will have access to all data associated with the demonstration sites for use and inclusion in a National Emergency Medical Services Data Analysis and Evaluation capability. Such data as are collected by the participants in the Project in establishing baselines for measuring the performance of the contract shall be available for the United States Government use in a national system. Further, working with the Project staff, Contractor agrees to collect such data as may be requested which is of national interest for inclusion in a National Emergency Data Bank Resource.

ARTICLE XVI - PROCUREMENT OF MATERIAL AND SERVICES.

Capital equipment necessary for performance under the terms of this Agreement shall be obtained by Jacksonville and supplied to Contractor. All consumable supplies shall be directly obtained by Contractor. For the performance of this Agreement, Jacksonville shall reimburse Contractor the cost thereof determined by the Project Manager or the Project Executive Director to be allowable in accordance with Article IX and the provisions below:

- (a) Purchase Orders - Purchase or rental of items of nonexpendable property having a unit value exceeding \$100 (For the purpose of this Agreement, "nonexpendable property" means property or equipment having a normal life expectancy of one year or more) shall require prior written approval of the Project Executive Director. Purchase orders for any material for work contemplated under this Agreement exceeding \$1,000 shall require prior written approval of the Project Executive Director.
- (b) Subcontracts - All subcontracts entered into by Contractor for purposes of performance under this Agreement shall require prior written approval by the Project Executive Director. Contractor shall notify the Project Executive Director of all proposed subcontracts and such notification shall include a description of the proposed subcontract services called for; identification of the proposed subcontractor and how he was selected; the proposed subcontract price, together with Contractor's cost or price analysis thereof; and identification of the type of subcontract to be used.

ARTICLE XVII - CONSULTANT SERVICES. The procurement of consultant services by Contractor for performance under this Agreement is prohibited.

ARTICLE XVIII - OFFICE EQUIPMENT. Contractor shall not purchase or lease under this Agreement any items of office equipment, including office furniture or machines.

ARTICLE XIX - ADMINISTRATION OF GOVERNMENT-OWNED PROPERTY. Contractor shall furnish to the Project Executive Director an inventory of Project government-owned property within six (6) months after the date of execution of this Agreement and every twelve (12) months thereafter until completion. The inventory shall be submitted in the format which shall be supplied by the Project staff. All Project government property in the custody of Contractor shall be tagged by Contractor with appropriate identification tags to be supplied by the Project staff.

Further, Contractor agrees to provide storage facilities, including proper identification and protection, for all Project government-owned property upon completion of this Agreement until disposal instructions are provided without cost to Jacksonville or the United States Government. Such disposition instructions shall be provided Contractor not later than sixty (60) days after the completion of this Agreement.

ARTICLE XX - NOTICE OF MAXIMUM PERMISSIBLE ESCALATION IN WAGE AND PRICE STANDARDS. Contractor is advised of standards established under Executive Orders 11615, 11627, and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5 percent per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5 percent per annum (3 percent per annum in case of small business firms). To achieve this target, firms are allowed to increase prices to



to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are estimated to be 3 percent or higher for the economy annually for 1972 and 1973.

ARTICLE XXI - EQUAL OPPORTUNITY. During the performance of this Agreement, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XXII - INSURANCE. Contractor represents and warrants that it is now maintaining with responsible insurance carriers (1) adequate insurance against liability on account of damage to persons or property arising from occurrences involving personnel, equipment, or government-owned property being utilized for Project purposes; and (2) adequate insurance under all applicable Workmen's Compensation Laws. Contractor agrees that, until work under this Agreement has been completed and all reimbursements for allowable expenditures made by Jacksonville, it will maintain the aforementioned insurance and will maintain adequate insurance on any materials, supplies, equipment and other property acquired for purposes of this Agree-

ment, and will furnish such certificates with respect to insurance as the Project Executive Director may from time to time require. Said insurance policies shall be reviewed by the Insurance Consultant for the City of Jacksonville from time to time for the purpose of determining their adequacy.

ARTICLE XXIII - MODIFICATION. This Agreement may be modified upon mutual consent of the parties hereto from time to time as may be necessary to comply with any change in Federal Contract HSM 110-72-344 or any other requirement of the Department of Health, Education, and Welfare.

ARTICLE XXIV - PAYMENTS TO BE MADE. It is expressly understood between the parties to this Agreement that all funds to be utilized for the implementation and operation of the Project shall be federal funds made available pursuant to Federal Contract HSM 110-72-344. In the event that federal funds become unavailable, then Jacksonville shall be under no obligation to provide continued funding to Contractor pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

By *J. Monaghan*  
Corporation Secretary

[SEAL]

CITY OF JACKSONVILLE

By *[Signature]*  
Mayor

ATTEST:

By *[Signature]*  
Clerk of Circuit Court,  
Ex Officio Secretary of  
the Board

[SEAL]

NASSAU COUNTY  
Acting by and through its  
Board of County Commissioners

By *[Signature]*  
Chairman

APPROVED AS TO FORM

*Thomas R. Wald*

Assistant Counsel  
City of Jacksonville

CONTRACT 3855

Annex 1.

STANDARDS FOR SELECTED ITEMS OF COST

A. Allowable Costs

1. Accounting
2. Advertising
3. Advisory councils
4. Audit service
5. Bonding
6. Budgeting
7. Building lease management
8. Central stores
9. Communications
10. Compensation for personal services
11. Depreciation and use allowances
12. Disbursing service
13. Employee fringe benefits
14. Employee morale, health and welfare costs
15. Exhibits
16. Legal expenses
17. Maintenance and repair
18. Materials and supplies
19. Memberships, subscriptions and professional activities
20. Motor pools
21. Payroll preparation
22. Personnel administration
23. Printing and reproduction
24. Procurement service
25. Taxes
26. Training and education
27. Transportation
28. Travel

B. Costs Allowable with Approval of Project Staff

1. Automatic data processing
2. Building space and related facilities
3. Capital expenditures
4. Insurance and indemnification
5. Management studies
6. Prearrangement costs
7. Professional services
8. Proposal costs

C. Unallowable Costs

1. Bad debts
2. Contingencies
3. Contributions and donations
4. Entertainment
5. Fines and penalties
6. Governor's expenses
7. Interest and other financial costs
8. Legislative expenses
9. Underrecovery of costs under grant agreements

## Annex 2.

### CATEGORY IV EMERGENCY DEPARTMENT SERVICES

#### SCOPE OF CAPABILITIES

The hospital shall be equipped, prepared, and adequately staffed to render emergency resuscitative and life-support medical services for patients of all ages. Transfer when necessary shall be under prior agreement with other hospitals.

#### EMERGENCY DEPARTMENT

##### Essential Staff

A designated physician shall be on-call from in-house or outside the hospital 24 hours a day. The department shall be staffed by a registered nurse or a licensed practical nurse, who shall be on-call in-house 24 hours each day, and other allied health personnel. All must be trained in emergency lifesaving procedures.

##### Essential Capabilities and Equipment

The emergency department shall be equipped with surgical equipment, airway control and ventilation equipment, suction devices, gastric lavage equipment, intravenous fluids, and drugs and supplies. Electrocardiograph-defibrillator shall be readily available for use in the emergency department.

#### HOSPITAL

##### Essential Staff

A designated physician shall be on-call from in-house or outside the hospital 24 hours a day. Addi-

tional members of the medical staff shall be available at all times as needed. All must be trained in emergency life-saving procedures.

#### Blood Bank

Blood shall be readily available from an established blood bank or from local donors on roster.

#### Laboratory Services

The laboratory services shall be capable of performing analyses of blood gases, pII, and electrolyte determinations, and staffed by a technician in-hospital or on-call 24 hours a day from outside the hospital.

#### Radiological Services

The radiological services shall be staffed by a technician in-house or on-call 24 hours a day from outside the hospital.

#### Operating Room(s)

An operating room shall be continuously ready for surgery utilizing operating room and anesthesia personnel on-call 24 hours a day from outside the hospital.

#### Communications Equipment

Communications equipment shall be available and operating for in-hospital coordination. In addition, direct two-way radio service available between hospital, ambulances, and other appropriate emergency service personnel is required.

Annex 3.

MINIMAL AMBULANCE EQUIPMENT REQUIREMENT

EQUIPMENT

1. Suction apparatus, permanent and portable.
2. Bag-mask ventilation unit.
3. Oropharyngeal airways.
4. Mouth-to-mouth ventilation airways.
5. Oxygen equipment:
  - Permanently installed with humidifier
  - Portable unit.
6. Mouth gags or tongue depressors.
7. Sterile intravenous fluids (optional).
8. Wound dressings, approximately 10" x 36".
9. Sterile gauze pads, 4 x 4.
10. Triangular bandages.
11. Bandages, 3 x 6 muslin, 3 x 6 elastic.
12. Aluminum foil, 18" x 25".
13. Adhesive tape.
14. Burn dressings, 2 sheets, sterile.
15. Traction splint.
16. Padded splint boards for leg or thigh.
17. Padded splint boards for forearm.
18. Spine boards, short and long.
19. Sand Bags (2) 2" thick 4" x 12".
20. Safety pins, large.
21. Bandage scissors.
22. Obstetrical kit.
23. Poison kit.
24. Blood pressure sphygmomanometer.
25. Stethoscope.
26. Blankets (2) and sheets.
27. Pillows.
28. Restraint equipment.
29. Emesis basin, disposable.
30. Urinals.

## TOOL KIT AND EXTRICATION EQUIPMENT

1. Wrench - adjustable jaws 12".
2. Screw driver - regular 12".
3. Screw driver - Phillips 12".
4. Hacksaw with 12 wire (carbide) blades.
5. Pliers, 10" vice grip.
6. Hammer, 5 pt. 15" handle.
7. Fire axe, 24" handle.
8. Wrecking bar, 24".
9. Crowbar, 51" with pinch pt.
10. Bolt cutter, 1 1/4" jaw opening.
11. Double action tin snip. 8" min.
12. Jack, power, portable.
13. Spreader tool, portable.
14. Shovel, 49" pointed blade.
15. Manila ropes, 50' x 3/4, 50' x 1/2".
16. Flashlight.
17. Flares or safety lights.
18. Fire extinguisher (carbon monoxide) or equivalent, 5 lbs.