

RESOLUTION R-18-192

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A STANDARD AFFILIATION AGREEMENT FOR CLINICAL PRACTICE; PROVIDING FOR THE DELEGATION OF AUTHORITY TO EXECUTE THE STANDARD AFFILIATION AGREEMENT; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County, a political subdivision of the State of Florida, doing business through its Public Safety Department (the “County”) has clinical facilities and vehicles (“EMS Facilities”) where medical residents from educational institutions may participate in health care educational activities; and

WHEREAS, it is of mutual interest and benefit for the County and the medical residents of educational institutions to utilize the County’s EMS facilities for clinical experience; and

WHEREAS, the Board of County Commissioners (the “Board”) has determined that it is necessary and in the best interest of the County to approve the form of, and delegate authority to execute, a Standard Affiliation Agreement for Clinical Practice, as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. APPROVAL OF FORM AGREEMENT FOR CLINICAL PRACTICE. The Board hereby approves the form of the following agreement for the use of EMS facilities for clinical experience by medical residents:

Exhibit (1) – Standard Affiliation Agreement for Clinical Practice-attached

The Director of the Public Safety Department (the “Director”), or his or her designee, is hereby authorized and directed to execute the agreements and general conditions substantially in the form set forth in the above referenced exhibit to this Resolution, with such supplemental documents as are incorporated therein and consistent therewith.

SECTION 2. REPORTING. The Director shall annually provide a list to the Board of all agreements approved and executed pursuant to Section 1, above.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 4. APPLICABILITY. The form of the agreement and general conditions approved herein shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 18th day of December 2018.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: *Disalla May*
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Ulbi Lesmer*
Deputy Clerk

EXHIBIT 1

MANATEE COUNTY DEPARTMENT OF PUBLIC SAFETY COMMUNITY PARAMEDIC PROGRAM AFFILIATION AGREEMENT FOR CLINICAL EXPERIENCE

This Affiliation Agreement (“Agreement”) is made and entered into between Manatee County, a political subdivision of the State of Florida (“County”), and Manatee Memorial Hospital, Limited Partnership (“Affiliate”).

WHEREAS, the Affiliate provides health care educational activities and services for medical residents; and

WHEREAS, the County, by and through its Department of Public Safety Community Paramedic Program (“CPP”) has clinical facilities and vehicles (“CPP Facilities”) where Affiliate’s medical residents may participate in health care educational activities; and

WHEREAS, it is of mutual interest and benefit for both parties that the Affiliate’s medical residents participate in health care educational activities utilizing the County’s CPP facilities for clinical experience (“Paramedic Program”).

NOW, THEREFORE, the County and Affiliate, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. DURATION.

The duration of this Agreement is five (5) years, to commence on the date both parties have executed this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods. Either party may notify the other of its intention to terminate in accordance with Section 11 hereof.

2. PARAMEDIC PROGRAM SERVICES AND CONDITIONS.

- A. The goals, objectives and criteria for the Paramedic Program have been developed according to the Accreditation Council for Graduate Medical Education (ACGME) Family Medicine Program Requirements, and are delineated in the document attached as Exhibit A.
- B. The terms and conditions for medical resident participation in the Paramedic Program are delineated in the documents attached as Exhibits A-E.
- C. Affiliate personnel and medical students shall abide by all rules and regulations established for CPP, and will at all times follow the instructions, directions, and orders of the County Representative at CPP Facilities.
- D. The following individuals are responsible for the education and supervision of the Affiliate’s medical residents while they are participating in the Paramedic Program:

- a. Affiliate Representative(s):
Dr. Ronald Grubb, D.O., Family Medicine Program Director
- b. County Representative(s) at CPP Facilities:
Dr. Nicole Bentze, D.O., Local Director
James Crutchfield, Chief of Community Paramedicine and Preceptor for
Paramedic Program

E. The County reserves the right to refuse any medical resident the opportunity to participate in the Paramedic Program for failure to comply with any of the requirements contained in this Agreement.

3. INSURANCE.

During the term of this Agreement and any extension thereof, Affiliate shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of two-hundred fifty thousand dollars (\$250,000) per occurrence and seven-hundred fifty thousand (\$750,000) aggregate per occurrence. Coverage must be written as “per occurrence form” coverage only. “Claims-made form” coverage will not be accepted.

Affiliate shall maintain general liability insurance to cover its actions and those of its personnel and Workers’ Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of County, Affiliate shall provide a certificate of insurance verifying coverage. Affiliate shall notify County in writing within two (2) business days of any cancellation or adverse modification of such insurance. If Affiliate fails to obtain or maintain the insurance required hereunder, County may terminate this Agreement.

4. INDEMNIFICATION.

Affiliate shall defend, indemnify and save harmless the County, its agents, officials, employees, and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including costs and attorney’s fees incurred by the County connected with any omission or act of Affiliate’s employees, agents or medical residents. Affiliate’s obligations under this section shall survive the termination or expiration of this Agreement until such time as any and all claims arising under this Agreement have been finally resolved regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Affiliate at the below listed address. Upon receipt of notice, Affiliate, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Affiliate attorney’s fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute § 768.28.

5. MEDICAL RECORDS.

The Affiliate and County shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and applicable Florida law. Affiliate shall ensure that all required patient records relating to the educational services rendered by its personnel and medical residents are prepared and maintained in accordance with Florida law, HIPAA, and any other requirements that may be imposed by the County related to the confidentiality and security of information related to patients.

6. NON-DISCRIMINATION.

The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Affiliate, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

7. RELATIONSHIP OF PARTIES.

Nothing in this Agreement shall be construed as vesting or delegating to Affiliate or any of its residents, employees, personnel, or agents any rights, interest or status as an employee of County.

8. ENTIRE AGREEMENT; AMENDMENT.

This Agreement, including the attached Exhibits, contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein have been or shall be relied upon by either party. Any modifications, additions or amendments hereto must be in writing and signed by all parties.

9. REMEDIES.

Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

10. CONSTRUCTION.

This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

11. TERMINATION.

At any time during the initial 5-year term or thereafter, this Agreement may be terminated by either party with or without cause upon providing thirty (30) days written notice to the other party.

12. NOTICES AND REPRESENTATIVES.

Every notice, request or communication shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid,

addressed to the Affiliate or the County, signed by its recognized representatives respectively and addressed as provided below until either party provides written notice of a different representative or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If mailed to County: Manatee County Public Safety
Department
Attn: Director
2101 47th Terrace East
Bradenton, FL 34203

If by hand delivery: Same.

If mailed to Affiliate: Manatee Memorial Hospital's
Family Medicine Residency Program
Attn: _____
206 Second Street East
Bradenton, FL 34208

If by hand delivery: Manatee Memorial Hospital's
Family Medicine Residency Program
Attn: _____

13. ASSIGNMENT.

This Agreement and the rights and obligations created hereunder shall not be assignable by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and permitted assigns. The transfer of responsibility or change in the name of any entity or division or unit under either party shall not be considered an assignment.

14. CATASTROPHIC EVENTS.

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

15. REMEDIES.

Each party hereto shall have such remedies as are available pursuant to applicable law for

any breach or non-performance by the other party.

16. ATTORNEY'S FEES AND COSTS.

Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

17. GOVERNING LAW; VENUE.

This Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be Manatee County, Florida. If any proceeding is removed to federal court, such removal shall be to the United States District Court for the Middle District of Florida, Tampa Division.

18. SEVERABILITY.

If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

19. SIGNATORY.

Each signatory below represents and warrants that he or she has full power and is duly authorized by his or her representative party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Manatee Memorial Hospital, Limited Partnership

By: _____

Name:

Title:

Date: _____

**MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibits to Agreement

Exhibit A	Paramedic Program Services and Conditions
Exhibit B	Evaluation Form
Exhibit C	Clinical Program Documentation Requirements
Exhibit D	Post-Exposure Protocols for Resident Exposures to Bloodborne Pathogens during Clinical Practice
Exhibit E	Medical Resident Agreement for Participation in Paramedic Program

EXHIBIT A

PARAMEDIC PROGRAM SERVICES AND CONDITIONS



Community Medicine Longitudinal Curriculum

Educational Purpose: To provide Manatee Memorial Hospital Family Medicine Residents formal instruction and clinical experience for addressing the social determinants of health (SDH) in the local community. The field experiences allow for evaluation of patients in the home environment. Recognizing and integrating social determinates of health and health equality into primary care practice is vital to improving the quality of health care in the in-patient and out-patient settings.

Length of Rotation: Longitudinal rotation provided over the PGY-2 and PGY-3 years.

Rotation Director: Nicole Bentze, DO

Field Experience: Manatee County Community Paramedic Program
Manatee County Public Safety Building
2101 47th Terrace East, Bradenton, FL 34203
Phone: 941-749-3500 x 1648
James Crutchfield – Chief Paramedic

Work Schedule: Field experience is scheduled for a full day Tuesday, twice a year. The schedule is published at the beginning of the academic year. Best efforts were made to avoid FMP clinic days, inpatient rotations, night-float and scheduled vacations whenever possible. If you cannot attend the assigned field experience session, you MUST find another resident to switch days and inform Rhonda as soon as possible.

Rotation Attestation:

- **First Day of Rotation:** An overview orientation to the longitudinal community medicine rotation will be provided at the beginning of the PGY-2 year and reinforced prior to the PGY-3 year. The curriculum goals & objectives, expectations, required readings/modules, and details about the field experience with the Manatee County Community Paramedic Program will be reviewed in detail. You will sign the attestation to confirm understanding and have the family medicine rotation director co-sign. Signed attestation sheets will be returned to Rhonda Davis, FM program coordinator.

Required Modules: (Must be completed before December 31, 2017)

- PEAC Physician Education and Assessment Center
 - Disparities: Introduction & Definition 2018
- AMA GME Competency Education Program Modules
 - Cultural Competency - Part 1: An Introduction to Providing Culturally Competent Care
 - Cultural Competency - Part 2: Applying the Principles of Culturally Competent Care

Resident Expectations to Complete Course/Pass Rotation:

1. Complete the PEAC module on Health Disparities.
2. Complete the 2 AMA Cultural Competency Modules.
3. Attend assigned field experiences (2 per year). Log hours into New Innovations.
4. Complete the Reflection Questions after each field experience.
5. Complete the annual course evaluation in New Innovations.

Course Evaluations:

- **Community Paramedic Evaluation of Resident:** A brief, written evaluation form will be completed by the community paramedic you worked with during the field experience.
- **Resident Evaluation of Rotation:** A brief evaluation to be completed annually in New Innovations to assess the overall community medicine rotation.

Social Determinates of Health:

Economic Stability	Neighborhood and Physical Environment	Education	Food	Community and Social Context	Health Care System
Employment	Housing	Literacy	Hunger	Social integration	Health coverage
Income	Transportation	Language	Access to healthy options	Support systems	Provider availability
Expenses	Safety	Early childhood education		Community engagement	Provider linguistic and cultural competency
Debt	Parks	Vocational training		Discrimination	Quality of care
Medical bills	Playgrounds	Higher education			
Support	Walkability				

Health Outcomes
 Mortality, Morbidity, Life Expectancy, Health Care Expenditures, Health Status, Functional Limitations



• **Community Paramedic Program Target Patient Populations – 2017**

- Frequent Falls- The program seeks to mitigate fall risks by performing in-home safety assessments and fall prevention education.
- Mental Health / Substance Abuse – The program seeks to identify patients that would be better served outside the emergency room setting and redirect these individuals to the appropriate community resource(s).
- Diabetic Patients- The program seeks to provide nutritional and disease management education to diabetic patients to prevent unnecessary Emergency Department / CPP utilization.

- Congestive Heart Failure / Chronic Respiratory Conditions - Ensuring proper medication compliance, nutrition, and education on disease management for patients who are diagnosed with congestive heart failure or other chronic respiratory conditions.
- High System Utilizers- The Community Paramedic program seeks to include all patients that are high utilizers of the 911 system and Emergency Department, by providing education and aligning the patient's with primary care resources available within the community.

Community Medicine Reflection Questions

Resident Name:

PGY Year:

Date:

Thinking about the patients you visited in their home environment during the field experience with the Manatee County Community Paramedics:

- 1. What aspects of social determinates of health and health disparity did you experience during today's field experience?**
- 2. What factors did you see that can influence access to medical care, medication, food, transportation or employment?**
- 3. What patient education needs did you notice?**
- 4. What do you think patients expect (or hope) from their doctor in addressing social determinates of health and the above issues?**
- 5. What additional resources would you recommend for our local community to improve health?**

Course Goals and Objectives Linked to Core Competencies and Milestones:

Competency – Patient Care

“Family Physicians provide accessible, quality, comprehensive, compassionate, continuous, and coordinated care to patients in the context of family and community, not limited by age, gender, disease process, or clinical setting, and by using the biopsychosocial perspective and patient-centered model of care”

- Communicate effectively and demonstrate caring and respectful behaviors when interacting with patients, their families, community paramedics and other agencies.
- Obtain information essential for the care of their patients by assisting the community paramedics in performing wellness checks, home safety evaluations and medication reconciliations
- Assist in performing medication reconciliation, providing medication education and encouraging compliance.
- Help coordinate management plans with the patient’s primary care physician, specialists, pharmacy, behavioral health and other community agencies.
- Effectively counsel and educate patients and their families.
- Incorporate disease prevention and health promotion into practice.
- Demonstrate that they can work with the inter-professional team to provide patient-focused care.

Competency – Medical Knowledge

“The practice of family medicine demands a broad and deep fund of knowledge to proficiently care for a diverse patient population with undifferentiated health care needs”

- Demonstrate understanding of basic population epidemiology and resources available in Manatee County.
- Apply knowledge of social determinates of health to those patients evaluated during the field experience.

Competency – Systems-Based Practice

“The stewardship of family physicians helps to ensure high-value, high quality, and accessibility in the health care system. The family physician uses his or her role to anticipate and engage in advocacy for improvements to health care systems to maximize patient health”

- Acknowledge how social determinates of health and health disparities affect health outcomes in the local community.
- Understand how coordination of care between the family physician, consultants, pharmacy, community paramedics and other health professionals is essential for high quality care.
- Know how to partner with community resources to improve health outcomes.
- Understand how medication reconciliations and home evaluations can improve patient safety and decrease medical errors.

Competency – Practice-Based Learning and Improvement

“The family physician must demonstrate the ability to investigate and evaluate the care of patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and life-long learning.”

- Obtain and use information about the population from which their patients are drawn. Recognize potential and real gaps in health care, inequalities and insecurities (food, financial, etc.) that affect health in the local community.
- Acknowledge gaps in personal knowledge and use modules and field experience to become informed about social determinates of health and health disparity in Manatee County.

Competency – Professionalism

“Family physicians share the belief that health care is best organized and delivered in a patient-centered model, emphasizing patient autonomy, shared responsibility, and responsiveness to the needs of diverse populations. Family physicians place the interested of patients first while setting and maintaining high standards of competence and integrity for themselves and their professional colleagues. Professionalism is the developmental process that requires individuals to accept responsibility for learning and maintaining the standards of discipline, including self-regulating lapses in ethical standards. Family physicians maintain trust by identifying and ethically managing the potential conflicting interests of individual patients, patient’s families, society, the medical industry, and their own self-interests.”

- Demonstrate sensitivity and responsiveness to the patient’s culture, age, gender, and disabilities.
- Appreciate the role of the family physician in the larger community as advocate, educator and healer.

Competency – Communication

“The family physician demonstrates interpersonal and communication skills that foster trust, and result in effective exchange of information and collaboration with patients, their families, health professionals, and the public.”

- Build rapport with patients and their families.
- Use effective active listening skills including the use of non-verbal and verbal communication.
- Work effectively with the community paramedics and other community resources to advocate for your patients and community in which you practice.

Attestation of Family Medicine PGY-2 Community Medicine Longitudinal Rotation Curriculum

Faculty Member: _____

Print Signature Date

PGY-2 Resident: _____

Print Signature Date

Completion of Rotation Requirements:

Requirement	Complete
PEAC – Disparities: Introduction & Definitions 2018	
AMA Module Cultural Competency - Part 1: An Introduction to Providing Culturally Competent Care	
AMA Cultural Competency - Part 2: Applying the Principles of Culturally Competent Care	
PGY-2 Field Experience #1 Attended Date:	
Field Experience #1 Reflection Questions	
PGY-2 Field Experience #2 Attended Date:	
Field Experience #2 Reflection Questions	
Rotation Evaluation	

Attestation of Family Medicine PGY-3 Community Medicine Longitudinal Rotation Curriculum

Faculty Member: _____

Print Signature Date

PGY-3 Resident: _____

	Print	Signature	Date
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Completion of Rotation Requirements:

Requirement	Complete
PEAC – Disparities: Introduction & Definitions 2018	
AMA Module Cultural Competency - Part 1: An Introduction to Providing Culturally Competent Care	
AMA Cultural Competency - Part 2: Applying the Principles of Culturally Competent Care	
PGY-3 Field Experience #1 Attended Date:	
Field Experience #1 Reflection Questions	
PGY-3 Field Experience #2 Attended Date:	
Field Experience #2 Reflection Questions	
Rotation Evaluation	

EXHIBIT B

EVALUATION FORM



**Family Medicine Residency
 Program
 Community Medicine Field Experience
 Paramedic Evaluation of Resident**

Date: _____

Resident: _____

Community Paramedic: _____

This survey is intended to ask your opinion about how the resident listed above acts as a professional and communicates with prehospital professionals and patients to provide quality care.

Please take one minute to answer the following questions by marking one box for each statement.

Statements	Almost Always	Most of the time	Some of the time	Almost Never
This medical resident is professional, respectful and courteous to community paramedics / team members.				
This medical resident takes the time to listen to the community paramedics concerns.				
This medical resident interacts well with patients and their families.				
This medical resident communicates in terms that patients can understand.				
This medical resident worked to support the team and the mission of the Community Paramedic Program				
This medical resident takes time to listen to the patients' concerns.				

Please provide any additional comment about this medical resident below:

EXHIBIT C

CLINICAL PROGRAM DOCUMENTATION REQUIREMENTS

For all Affiliate personnel and medical residents participating in clinical assignments, Affiliate shall provide County documentation of the following:

1. For Affiliate personnel participating in resident instruction within CPP:
 - (A) Copy of current professional license/certification
 - (B) Copy of current Health Care Provider CPR Card

2. For Affiliate personnel and medical residents participating in clinical assignments:
 - (A) Annual PPD*
 - (B) Offering of Hepatitis B Vaccine*
 - (C) Follow-up if exposure to*:
 1. HIV
 2. HBV
 3. HCV
 - (D) Criminal Background Check*
 - (E) Drug Screen*

3. Each medical resident shall provide evidence of completion of orientation materials tailored to the specific functions performed within CPP. Orientation content shall be identified by CPP. Evidence of completion by post-test score, validation of checklist criteria, and signed confidentiality agreement shall be supplied to CPP prior to the commencement of any clinical experience.

* Affiliate shall be responsible for paying for or requiring its residents to pay for any cost incurred. For continuing education health courses under 100 hours, participants will have drug screening and background checks verified by the employing CPP. Participants are required to provide Manatee Technical Institute with this documentation.

EXHIBIT D

POST - EXPOSURE PROTOCOLS FOR RESIDENT EXPOSURES TO BLOODBORNE PATHOGENS AT CPP

Reporting, initial assessment, and surveillance of residents who are exposed to a bloodborne pathogen under this agreement will be conducted utilizing the procedures described in the *Manatee County Department of Public Safety Exposure 2016-2017 Control Plan* with the following exceptions:

1. In the event a resident is exposed to blood or other potentially infectious materials, the medical resident shall notify the CPP Designated Reporting Official (DRO) for investigation and evaluation of exposure significance.
2. DRO shall provide a *Notification Letter for Medical Resident* to the exposed resident to sign and date. DRO shall immediately contact the Program Administrator and provide a copy of the signed *Notification Letter for Medical Residents* to them and retain a copy for their records.
3. If applicable, DRO shall immediately advise the exposed medical resident to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment.
4. DRO shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the medical resident through their designated licensed healthcare professional. Affiliate shall be responsible for any and all costs associated with this source testing when required only for the benefit of Affiliate's personnel and residents.
5. DRO shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information.
6. Affiliate is not responsible for the payment of costs related to a medical resident's post-exposure evaluation, prophylaxis, counseling and/or treatment. The medical resident is responsible for the payment of all costs related to exposure evaluation and treatment.
7. Affiliate shall advise medical residents of the risk of exposure to bloodborne pathogens and that costs for post-exposure counseling, prophylaxis and treatment shall be the responsibility of the resident. Affiliate shall obtain an acknowledgment and release for the County from its personnel and residents in the attached form (Exhibit E) pertaining to all costs and harm that may arise as the result of exposure to tuberculosis, bloodborne pathogens and other diseases. Manatee County reserves the right to require modifications to any release form being used in this educational program where changes in law or other reasons so require.

EXHIBIT E

MANATEE COUNTY GOVERNMENT

*MEDICAL RESIDENT
AGREEMENT FOR PARTICIPATION IN PARAMEDIC PROGRAM*

As a medical resident participating in the educational services provided for by Manatee Memorial Hospital in cooperation with Manatee County the undersigned hereby acknowledges and agrees to abide by all rules and regulations established for the Manatee County Public Safety, and to at all times follow the instructions, directions, and orders of the responsible person or supervisor of the Manatee County Community Paramedic Program. The below signed person agrees to hold harmless Manatee County, including its agents and employees, for any and all liability or expenses, including attorney fees of any kind connected with any omission or act of the community paramedic or medical resident signed below, arising while participating in said program, and further waives any liability on the part of Manatee County for personal injuries and/or personal property damage that may result from participation in said program, including all costs and harm that may arise as a result of exposure to tuberculosis, blood borne pathogens, other diseases, and toxic chemicals, and agrees to hold harmless Manatee County for such injury or damage.

Start Date: _____

End Date: _____

Medical Resident

Date

Witness

Date

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Patricia M. Glass Commission Chambers, First Floor
9:00 a.m. - December 18, 2018

December 18, 2018 - Regular Meeting
Agenda Item #43

12/18/19

Subject

Resolution R-18-192 Approving a Standard Affiliation Agreement for Clinical Practice - Community Paramedicine Program

Briefings

None

Contact and/or Presenter Information

James Crutchfield, Community Paramedicine Chief x1648

Action Requested

Adoption of Resolution R-18-192 approving a standard Affiliation Agreement for Clinical Practice and providing for the delegation of authority to execute the Standard Affiliation Agreement.

Enabling/Regulating Authority

None

Background Discussion

Manatee County Department of Public Safety's Community Paramedicine Program offers postgraduate year 2 and year 3 (PGY-2 & PGY-3) Medical Residents formal instruction and community-based clinical experience for addressing social determinants of health within Manatee County.

Manatee Memorial Medical Residents will gain a strong one-on-one relationship with patients through the community-based approach the Community Paramedicine program deploys. Through collaboration with Manatee Memorial's Medical Residency Program, an interdisciplinary team approach is created for the Community Paramedicine Program.

This partnership creates many benefits to the county's vulnerable medical population; it has the potential to cut costs by eliminating unnecessary hospitalizations, ER visits, improve patient outcomes and quality of life. This partnership allows the Medical Resident to consult patients primary care physicians, suggest medication adjustments, and provide continuing education to the Community Paramedics. In addition, this partnership will allow additional work flows to be established to allow the Community Paramedicine Program to proactively identify patients that require a higher level of care provided to them, and bring that level of care directly to the patient, instead of waiting for a medical emergency to occur.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Morris

Instructions to Board Records

Please return a copy of the Resolution to Mindy Whalen, Community Paramedicine Resource Coordinator,
x1623. **EMAILED 12/19/18**

Cost and Funds Source Account Number and Name

\$0.00 001-0007103

Amount and Frequency of Recurring Costs

\$0.00

Attachment: [Resolution R-18-192.pdf](#)

Attachment: [CAO Response Memo.pdf](#)



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

Date: October 19, 2017

To: James Crutchfield, Chief, Public Safety Department

Through: Mitchell O. Palmer, County Attorney *MOP 10-19-17*

From: Anne Morris, Assistant County Attorney *AMM*

RE: Community Paramedic Program; Affiliation Agreement with Manatee Memorial Hospital; CAO Matter No. 2017-0490.

This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review a proposed agreement with Manatee Memorial Hospital for participation in the Manatee County Community Paramedic Program ("Paramedic Program"). In addition to this agreement, you also asked this Office to draft a standard agreement ("Affiliation Agreement") for future educational providers that may wish to participate in the Paramedic Program.

Per your request, I have reviewed and revised the agreement with Manatee Memorial and created a standard Affiliation Agreement. In addition to these agreements, I drafted Resolution R-17-129 authorizing the Public Safety Department to sign/execute all Affiliation Agreements between Manatee County and an educational provider interested in participating in the Paramedic Program.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

Enclosures

Copies to: Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Robert L. Smith, Director of Public Safety

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law