

INTERLOCAL AGREEMENT AND  
APPLICATION FOR PARTICIPATION IN THE  
MUNICIPAL TRANSPORT PROGRAM

In support of a comprehensive EMS system response model by combining the existing county-wide dynamic plan with municipal fixed-base operations, as a condition of participation as a municipal transport provider, the applicant agrees to:

1. Operate under the certificate of public convenience and necessity, advanced life support transport issued to the County of Volusia.
2. Operate within the parameters outlined below, or amended in writing by the County of Volusia.
  - a. The County and municipal provider agree to operate in a coordinated closest available transport unit response strategy.
  - b. All transport capable units will respond and provide patient transport service to any address in which an emergency (CAD priority =E or =1E) request is made. The closest available unit will be determined by global positioning system (GPS), whenever possible. Municipal fire transport units will respond as the closest available transport unit to non-emergency (priority ≠E or ≠1E) incidents located within the boundaries of that fire unit's municipality.
  - c. All authorized transport vehicles shall be permitted by the Florida Department of Health through the county's license as transport capable. Basic life support, advanced life support, or dual permitting is permissible.

3. To optimize the availability of transport capable units and eliminate duplication, only one transport unit shall be assigned to the initial dispatch response request for both emergency and non-emergency assignments. Participating agencies in the municipal transport program may exercise the option of self-assigning their transport assets to structure fire incidents within their districts for staffing purposes.
4. Municipal transport units dispatched to any working fire incident shall serve as the sole assigned transport unit for standby. Note: If a known patient requires treatment/transport upon initial dispatch, the closest transport unit will be dispatched as closest unit response. At that point the next arriving municipal transport unit will become the primary fire standby unit.
5. Municipal transport units must operate in shifts of not less than twelve (12) hours per shift and operate on a set weekly schedule. Any alterations to the deployment schedule must be approved by the Emergency Medical Administration division. Additionally, the City shall immediately advise the communications center of any temporary changes in unit availability. Municipal transport units are permitted to be placed out of service for no greater than one (1) hour per shift. For any instance greater than one (1) hour, the agency must report the out of service time with explanation to the Emergency Medical Administration division for review.
6. Vehicles identified in this application shall be staffed and equipped consistent with all applicable statutes and regulations promulgated thereunder and in accordance with local requirements established by the EMS Medical Director.
7. The Applicant agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the EMS

Medical Director and/or Emergency Medical Administration division. The Emergency Medical Administration division may review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the EMS Medical Director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the Agency Chief.

8. If municipal transport is initiated, the provider will be responsible for patient care throughout transport, including transference of patient care to hospital staff. The applicant shall notify the Emergency Medical Administration division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.
9. As determined by the Emergency Medical Administration division, failure to satisfactorily comply with any provisions of this agreement may result in forfeiture of reimbursement related either to the transport event in question and/or for the duration of noncompliance. Continued noncompliance shall result in immediate termination of this agreement.
  - a. First offense = Notice of Non-Compliance – Warning
  - b. Second offense (like infraction in 26-week period) = Notice of Non-Compliance – Probation (26 weeks)
  - c. Third offense (like infraction during probation) = Notice of Non-Compliance - Termination of Agreement (County Manager signature)
  - d. Any agency which is issued a termination of agreement letter would have to appeal to the County Manager.
10. The applicant shall ensure that the Emergency Medical Administration division has current employment data on all employees eligible to participate in the Municipal Transport

Program. Employees must maintain all requisite credentials pursuant to Florida statutes and all requisite credentials pursuant to the Volusia County EMS medical director. The applicant shall ensure that staff are not prohibited from working for a Medicare provider as determined by the List of Excluded Individuals and Entities (LEIE) published by the United States Department of Health and Human Services, Office of the Inspector General. This audit shall occur annually and occur within twelve months of the previous audit.

11. The applicant shall indemnify and hold harmless the County of Volusia for claims that may arise from the applicant's negligent provision or failure of provision of services under this program. Such indemnification shall include, damages; costs; attorney's fees; expense of defense and investigation; and any other cost expense of whatsoever nature caused by the negligence of the applicant. Regardless of the foregoing, both the City and the County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the City's indemnification obligations hereunder shall not be interpreted or construed as requiring the City to insure or indemnify the County for the County's negligence or to assume any liability for the County's negligence in contravention of the requirements of §768.28(19), Florida Statutes.
12. The City shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched. Billing submissions will be subject to review and approval by the County. The City will provide and maintain the requisite hardware and software.

13. The County shall provide billing services or contract for billing services. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of seven and one-half percent (7.5%). Fees for services are set by the Volusia County Council.
14. As a condition of participation under the Municipal Transport Program, the applicants shall execute a separate business agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.
15. Should the City wish to discontinue participation in the Municipal Transport Program, the City shall submit a letter to the County no less than one hundred eighty (180) days in advance of requested cancellation date. The City shall continue to provide the agreed upon service for the duration of the 180 day notice. Withdrawal from the Municipal Transport Agreement precludes the City from reapplying into the Municipal Transport Program for a period of two years.
16. Consideration for increasing the number of municipal transport units shall be evaluated by the Emergency Medical Administration division. Consideration will include, but is not limited to, an analysis to determine if the proposed services are needed to improve the overall capability of the system; the effect of the proposed addition on existing services, including location of the proposed transport asset; and the effect of the proposed services on the overall cost of medical transportation. Approval shall be provided in writing to the requesting participant prior to the proposed expansion.
17. The parties agree that upon acceptance and approval by the City and County, all prior transport agreements, including but not limited to the contingency emergency medical

transport (CEMT), non-emergency transport program (NETP), and peak load utilization strategy (PLUS), and closest available response element (CARE) between the City and County are terminated. This Agreement supersedes all prior transport agreements between the City and County.

18. Pursuant to section 163.01(14), Florida Statutes, public agencies (including the County and the Applicant City) are authorized to enter into contracts for the performance of service functions of such public agencies, and if accepted and approved by the County, this application shall become a binding interlocal agreement between the City and the County authorizing the City to conduct emergency or non-emergency transport within or outside its municipal boundaries pursuant to the terms and conditions contained herein.

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IN WITNESS WHEREOF, the Applicant City to this Interlocal Agreement with the County of Volusia, affirms that all of the above requirements in the application for participation in the Municipal Transport Program have been met and will be maintained for the duration of the municipality's participation in the Municipal Transport Program, and the parties have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

COUNTY OF VOLUSIA, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Jeffrey S. Brower, COUNTY CHAIR

ATTEST:

\_\_\_\_\_  
George Recktenwald, COUNTY MANAGER

ATTEST:

CITY OF DELTONA

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Doc Dougherty, CITY MANAGER

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Santiago Avila, Jr, MAYOR

Approved by:

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Marsha Segal-George, CITY ATTORNEY