

AGREEMENT

EMERGENCY MEDICAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2018, by and between the City of Oakland Park, a municipal corporation, chartered under the laws of the State of Florida, hereinafter referred to as “CITY”, and John P. Cunha, DO whose address is 2221 NE 43 St. Lighthouse Point, FL. 33064, hereinafter referred to as JOHN CUNHA, DO.

WITNESSETH:

WHEREAS, emergency medical rescue services are provided by the CITY for its citizens;

WHEREAS, the state of the art of delivery of basic and advanced emergency medical services by Paramedics (EMT-P) and Emergency Medical Technicians (EMT-B) requires the performance of sophisticated technical emergency procedures; and

WHEREAS, the administration and performance of such emergency procedures as Airway Management, Cardiac Resuscitation (CPR), External Defibrillation, Trauma Management, Pediatric and Obstetrical emergencies, and any other emergency procedure may only be performed under the direction of a licensed Florida physician (DO) according to the Medical Practice Act of the State of Florida; and

WHEREAS, the CITY is desirous of obtaining the services of Dr. JOHN CUNHA, DO to provide administrative direction and training as contemplated herein to the CITY employees participating in the CITY’s emergency medical services program; and

WHEREAS, JOHN CUNHA, DO is both competent and desirous of providing services to the CITY and can provide a licensed physician(s) in the State of Florida with experience in emergency medicine; and

WHEREAS, CITY wishes to comply with all state statutes and with all rules and regulations of the State of Florida; and Broward County Codes;

WHEREAS, all terms, conditions and specifications of RFP # 072718 – Medical Direction Services, including the proposers response to said RFP, are included in this agreement by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

ARTICLE I - PURPOSE OF AGREEMENT:

The purpose of the agreement shall be for the employment of a supervising physician to provide Medical Direction services to the CITY for the emergency medical services ALS/BLS program

and personnel, in accordance with Florida Statute 395/401 and DOH Rules and Regulations 64J-2, and Broward County Code Chapter 3.5.

TERM OF AGREEMENT:

The Medical Direction Agreement (MDA) shall be in effect for two years from December 1, 2018 to November 30, 2020, with three (3), two (2) year extensions upon the mutual agreement of both parties.

TERMINATION/RENEWAL CLAUSE:

Either party shall notify the other in writing of their intent to terminate/renew the MDA at least ninety (90) days prior to expiration of existing agreement.

City shall have the right to terminate the MDA other than specified above upon the following conditions:

1. That Medical Director failed to comply with terms of the agreement;
2. That Medical Director failed to provide competent services;
3. That Medical Director is unable to perform services as required for reasons outside of CITY's control.

In the event the CITY terminates the contract the Medical Director will be compensated for all services rendered up to the time of termination. Payments will be made fourteen (14) days after termination, and all CITY property shall be returned prior to the release of said payment.

CONTRACTOR PERFORMANCE MEASURES

The City shall develop a Contractor performance evaluation report. Performance Measures shall include:

1. Provided full time Emergency Medical Direction on call and available 24 hours a day, seven (7) days a week. Responded to inquiries within 15 minutes 95% of the time.
2. Maintained required credentials and certifications and provided current documentation of same.
3. Conducted regular review of medical rescue reports and provided a quality assurance report to the Fire Chief or designee as needed, but at least quarterly.

4. Corrective action was taken or recommended within 15 days for 95%, and 30 days for 100% of the quality assurance reports issued by the medical director describing instances where emergency medical treatment provided by City staff was not in accordance with the approved medical protocols.
5. Met with each of the three (3) operational shifts a total of 6 meetings per year. Provided documentation of each meeting and issues discussed with the Fire Chief or designee.
6. Provided annual written report to the Fire Chief assessing the overall quality of emergency medical services delivered.

CONTRACT PROVISIONS:

The following contract provisions shall apply for the duration of the agreement:

1. The Medical Director shall be responsible directly to the Fire Chief or designee, but the agreement shall not authorize or place medical restrictions on the medical professional acts of the Medical Director.
2. The Medical Director shall perform all services required of a board certified, licensed emergency medical practitioner, pursuant to Florida Statutes 395/401, Florida Administrative Code (FAC) DOH 64J-2, or other established duties required to be performed by a Medical Director, and all future duties as required after written notification from the CITY.
3. The Medical Director is advisory only to the Fire Chief in the hiring, firing or disciplinary actions of any medically certified employee of the CITY, addressed by the terms of this agreement.
4. The Medical Director shall have the ability to disallow any employee of the City Fire-Rescue Department to perform any medical skills authorized statutorily under his/her license. This notification shall be in writing to the Fire Chief or his designee and may include third party review through an appeals procedure consistent with any contractual requirements specified in labor agreements entered into by the CITY.
5. The Medical Director will assist the Fire-Rescue Department of the CITY, by assuring the continuous availability of at least one responsible Physician twenty-four (24) hours per day seven (7) days per week in every day/week this agreement is in effect. Such Physician shall be able to make radio or telephone contact with the Fire Chief or his/her designee within fifteen (15) minutes of receipt of inquiries from the Fire-Rescue operations center. The Medical Director shall assist the Fire Chief or designee in determining the qualifications to provide responsible supervision of the departments EMT's and Paramedics.
6. The Medical Director will provide liaison services as requested by the Fire-Rescue Department and the CITY, on behalf of the CITY to any educational, governmental, medical

agency or institution, other providers in the County or region with which the department may deliver patients or seek medical or regulatory consultation from, relating to the provision of EMS services.

7. The Medical Director shall retain the ultimate authority to permit any City employee to render advanced life support (ALS), or basic life support (BLS) patient services.
8. Professional liability insurance for MD shall be at his option. However, this option shall in no way limit the City's right to pursue any claims against MD or act as a waiver of sovereign immunity or rights which may arise as a result of this agreement.

City agrees and acknowledges to Medical Director that it maintains coverage of Medical Director as an insured agent of the City for all duties performed pursuant to Section 401.265 Florida Statutes and subject to Section 768.28 Florida Statutes.

Medical Director shall be legally responsible for any deductible or self-retention of insurance, or any deductible of any insurance trust, which the City is obligated to pay based upon allegations against Medical Director.

City is a qualified Self-Insurer as required by Florida Statutes. City maintains a self-insurance fund which provides for liability coverage. The insurance coverage shall have a liability limit of \$1,000,000 per occurrence with no deductible while performing duties as a Medical Director. No coverage shall be provided for Hands-on Medical Attention by the Medical Director. City hereby warrants that such insurance is now and will be continuously in effect and City shall provide proof of same to Medical Director upon request.

Medical Director shall indemnify and hold harmless the City of Oakland Park from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death and is caused in whole or in part by any negligent act or omission of the Medical Director or anyone directly or indirectly employed by Medical Director

9. The Medical Director shall be paid a sum of **\$ 26,400**. annually.

For services provided pursuant to this agreement, Medical Director shall invoice the City monthly. Payments shall be made within thirty (30) days following receipt of Medical Director's invoice for services rendered. The invoice shall be submitted to Oakland Park Fire Rescue, 2100 NW 39th Street, Oakland Park, FL 33309.

10. The Medical Director shall be reimbursed by the CITY for travel expenses, to permit the MD to attend professional conferences, as approved by the Fire Chief, pertaining to the City's provision of Emergency Medical Services; provided the budgeted expenses do not exceed an

amount of money determined by the Fire Chief as appropriate, during the term of the agreement.

As the CITY Emergency Medical Services (EMS) Medical Director, Dr. Cunha _ agrees to provide the following services:

MEDICAL DIRECTION DUTIES:

1. Medical Oversight - Medical Director shall provide full-time Emergency Medical Direction by competent board-certified Florida licensed Emergency Physician, or associate physician on call and available 24 hours a day, seven (7) days per week with contact via radio or telephone within fifteen (15) minutes of notification, for the City to resolve medical issues within the scope of this agreement.
2. Certifications/Qualifications - Medical Director shall be responsible for any certifications/qualifications, advises or participation of his Associate Physician (AP) as if he were directly performing the service.
3. Protocol Development - In concert with the Fire Chief and his staff, Medical Protocols will be developed and revised as needed. Medical Director (MD) will review and approve the training and re-certification of skills for all First Responders, Emergency Medical Technicians, and Paramedics employed by the City of Oakland Park.
4. Quality Assurance/Quality Improvement (QA/QI) – In concert with the Fire Chief and his staff, Medical Director will establish and revise, as needed a departmental QA/QI program, which includes a methodology for continuous quality of care.
5. Record Keeping - Mandatory medical records for continuing education and re-certification training, meetings on quality assurance measures and other necessary documentation will be kept along with documents of attendance as required by Federal, State, and Count regulations. Medical Director will assist with the required documentation as necessary for the EMS re-certifications of all Fire Department employees.
6. Hospital/Medical Liaison - Medical Director shall coordinate hospital and emergency department liaison between the various community hospitals, other local emergency medical services agencies, and any other agency, physician, institution or organization affecting the City Fire Rescue Department EMS services.
7. Rescue Reports — Medical Director shall provide for regular review of medical rescue reports prepared by fire rescue department Emergency Medical Technicians and Paramedics, and review all problem cases as necessary and/or desirable.

8. Specialized Training — Medical Director shall, when appropriate and upon request, by the Fire Chief authorize specialized training programs, conferences and schools for the purpose of continuing education credits (CEU's) for Fire-Rescue Department personnel.
9. Support Services - Medical Director will assist as needed in making recommendations for maintaining ambulance transportation policies/hospital supplies/re-supply, medical equipment, medications/narcotic's, and EMS billing/reimbursement systems which would include a methodology for the recovery of costs associated with the City emergency medical services program(s).
10. Meetings/Field EMS Operations - Medical Director will either personally or via an Associate Physician (AP), meet with each operational shift at least three times per year for the purposes of medical consultation or planning, education and quality assurance. Meetings are scheduled in advance for the day or evening, lasting from three to four hours. As part of these meetings the Medical Director may participate in field operations conducting a review of the Fire-Rescue Department's EMS personnel with a review of different incidents wherein service is rendered.
11. Medical Consultation/Liaison — Medical Director shall coordinate emergency department liaison between the various community hospitals, other local emergency medical services agencies, physician(s), institutions or organizations for the purposes of ensuring compliance with all Federal, and State standards and/or regulations regarding infectious disease exposures and/or reporting requirements for the City Fire Rescue Department EMS Services.
12. EMS Annual Reports - Medical Director shall provide for the annual review of medical rescue services via a written report to the Fire Chief, assessing the overall quality of services delivered by the City Fire Department Emergency Medical Services, Emergency Medical Technicians, and Paramedics.
13. Consultations with Fire Chief - Medical Director shall be available, upon request to meet and confer with the Fire Chief or other officials of the City on the City's emergency medical services delivery programs(s), personnel issues related to the continuance of practices by medically certified departmental personnel and any other issues that may impact the City's ability to deliver quality EMS to its citizens.
14. Community Education — The Medical Director shall review and approve/ authorize such community medical education and training programs as may be offered by the Department.
15. Special Events - The Medical Director shall have consultative authority, and if necessary, authorizing authority over City EMS provision in conjunction with special events/held within the corporate limits of the City and/or subject to regulation and/or requirements of the Fire-Rescue Department in conjunction with the event.

16. Organizational Structure - The Medical Director will be a senior member of the staff of the department, ranked at a Chief Officer level, and as such may be required to respond on major incidents or disasters which the Department has responsibility for managing.
17. Other Services - Provide all services as are specifically contained in Section 64J-2 of the Florida Administrative Code, DOH/EMS regulations as amended and subsequently promulgated. Provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both parties, relating to the provision of emergency medical services.

CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.
- 6.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in

error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first mentioned above.

ATTEST:

Renee Shrout, City Clerk

David Hebert, City Manager

Witness (as to Contractor)

Witness (as to Contractor)

Contractor

Address:

2221 NE 43 Street

Lighthouse Point, Fl. 33064

Phone: 732-910-1981