

## **AGREEMENT**

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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between:

**CITY OF POMPANO BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

**MICHAEL FARRELL, M.D.**, hereinafter referred to as "CONTRACTOR."

### **WITNESSETH:**

**WHEREAS**, medical rescue services are provided by the CITY for its citizens by means of its Fire Department under contract to the Pompano Beach Emergency Medical Services District; and

**WHEREAS**, the state of the art of delivery of advanced emergency medical rescue services by Emergency Medical Technicians (EMT) trained to the level of basic care, and paramedics trained to the level of advanced care, treatment and transportation requires intravenous administration of emergency resuscitative drugs and performances of sophisticated technical emergency providers; and

**WHEREAS**, the administration of drugs and the performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may only be performed by or under the direction of a licensed Florida physician according to the Medical Practice Act of the State of Florida; and

**WHEREAS**, the CITY desires to continue to provide advanced emergency medical services to its citizens by means of the Pompano Beach Fire Department pursuant to its contract with the Pompano Beach Emergency Medical Services District; and

**WHEREAS**, the City desires to enter into an Agreement with CONTRACTOR for medical consulting and advisory services for the Pompano Beach Fire Department;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties hereto mutually agree as follows:

### **ARTICLE I - SCOPE OF SERVICES**

1. **CONTRACTOR** agrees to provide the following services:

Consultant services as needed in the planning for and delivery of services to be provided by Pompano Beach Fire Rescue. These services include, but are not limited to:

- Recommendations for vehicle provision;
- Recommendation of medications to be carried on vehicles;
- Staffing and resource allocation recommendations as requested by the Fire Chief;

- Consultation, needs assessment, analysis, testing and approval of Paramedic and EMT training/recertification activities. These procedures are to be in conformance with all State and local regulations;
  - Quality management/improvement activities;
  - Other activities as deemed necessary by the Fire Chief.
2. For purposes of construction, all articles within this contract specifying a response by, or authority to the Fire Chief shall refer to either the Fire Chief and/or his/her designee.
  3. **CONTRACTOR** hereby agrees to comply with all applicable federal, state, local laws.
  4. **CONTRACTOR** agrees to comply with all requirements of the Florida Administrative Code and specifically with Chapter 64J-1 and 64J-2.
  5. **CONTRACTOR** agrees to conduct review and testing sessions as needed with Fire Department EMT's and Paramedics relating to medical management of individual cases.
  6. **CONTRACTOR** agrees to participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of EMS providers served by the medical director, direct contact time shall be a minimum of 10 hours per year per medical director, not per provider.
    - Observing EMT's and Paramedics performing in the field;
    - Visiting fire stations to discuss medical issues with personnel;
    - Visiting area emergency departments on behalf of Pompano Beach Fire Rescue;
    - Provide counsel and training for EMS personnel;
  7. **CONTRACTOR** shall supervise and accept responsibility for the medical performance of all paramedics and EMT's providing care on behalf of Pompano Beach Fire Rescue.
  8. **CONTRACTOR** agrees to act as liaison between Pompano Beach Fire Rescue and:
    - Local hospitals and emergency departments;
    - Broward County Medical Association;
    - Broward Regional Health Planning Council;
    - Broward Community College;
    - Florida Association of EMS Medical Directors;
    - As otherwise required by agencies impacting Pompano Beach Fire Rescue.
  9. **CONTRACTOR** will comply with and provide for the allocation of controlled substances to Pompano Beach Fire Rescue.
  10. **CONTRACTOR** will coordinate and supervise (as needed) telemetry communications between Pompano Beach Fire Rescue and all area hospitals as a means of monitoring the provision of medical care.

11. **CONTRACTOR** shall be on call, available and provide continuous medical direction 24 hours per day, seven days per week for the term of the contract. This medical direction shall be by either the **CONTRACTOR** or his/her appointee, who will serve as a backup Medical Director, and who meets the physician criteria set forth in Florida Administrative Code 64-J Medical Direction, due to the temporary unavailability or absence of the **CONTRACTOR**. For purposes of this contract, all remuneration of appointees shall be the responsibility of the **CONTRACTOR**. All appointees will be appointed under the direction and supervision of **CONTRACTOR**. All appointees shall be either a State of Florida licensed M.D. or D.O.

12. **CONTRACTOR** shall be an independent contractor that shall not in any way create the perception of an affiliation agreement between Pompano Beach Fire Department and any hospitals to which Pompano Beach Fire Department routinely transports patients to or that may be construed as the preferred transport facility. **CONTRACTOR** shall not be working for a hospital who routinely receives Pompano Beach Fire Department transports.

13. **CONTRACTOR** shall develop (or cause to have developed) and coordinate standing medical orders (protocols) for Pompano Beach Fire Rescue. This shall also include (at a minimum) a semi-annual review and written approval of the Protocols.

14. **CONTRACTOR** shall be responsible for the implementation, evaluation, periodic review, and revision of a quality control/quality assurance program. This process shall include a monthly review of incidents reports by **CONTRACTOR**, and contain a written report of the review. Additionally, **CONTRACTOR** shall monitor data collection as needed to perform both quality control as well as any research projects undertaken by the department.

- **CONTRACTOR** shall supervise the formal quality assurance program for Pompano Beach Fire Rescue in a way that complies with any standards set forth by the State of Florida Department of HRS, Division of Emergency Medical Services. An external program shall come from a licensed physician.

- **CONTRACTOR** shall provide quarterly meetings with EMS Administrators and **CONTRACTOR** to address risk management questions that are raised by the quality assurance program and to address any specific recommendations regarding changes to the medical protocols.

15. **CONTRACTOR** shall maintain a file in the Fire Department's administration headquarters, (EMS Division) a copy of all documentation required of a medical director in compliance with all applicable federal, state and local laws, codes and standards.

16. **CONTRACTOR** shall maintain without lapse in coverage for the duration of this contract, professional liability insurance with a minimum liability amount of Two Hundred Fifty Thousand (\$250,000) U.S. Dollars. Should such insurance become unobtainable (following execution of the agreement) or the rates for such coverage increase to a level defines as unacceptable by both the **CONTRACTOR** and **CITY**, it is understood that, subject to the termination provisions herein, the parties may elect to reopen negotiations solely for the purpose of negotiating the direct cost increase for above coverage. Contractor covenants and agrees that he will indemnify and hold harmless **CITY** and all **CITY**'s officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by **CONTRACTOR** during the performance of this agreement, whether direct or indirect, and whether any person or property to which **CITY** or any of **CITY**'s officers, agents and employees.

17. **CONTRACTOR** shall provide periodic continuing education conferences. The conferences shall involve formal continuing medical education lectures, case reviews and discussion. The conferences shall further include review of pertinent literature related to EMS. The lectures shall be provided by **CONTRACTOR** and may include lectures by local, regional, EMS, medical and licensed professionals.

18. **CONTRACTOR** shall review and provide such services as are required to insure compliance with all of the following:

- **Narcotics Control Policy**

- ◆ **CONTRACTOR** shall formulate and monitor a policy to cover the purchase, storage, use and accountability for narcotics/controlled substances used by Pompano Beach Fire Rescue Paramedics.

- **Infectious Disease Control Policy**

- ◆ **CONTRACTOR** shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of fire rescue paramedics to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

- **Patient Destination Issues**

- ◆ **CONTRACTOR** commits to address on a professional level and in an aggressive fashion, the issues of patient destination difficulties in a manner that both optimizes patient care and minimizes risk to the **CITY** and its employees. **CONTRACTOR** further agrees to coordinate and closely monitor on an ongoing basis, issues that involve activities between the Pompano Beach Fire Rescue Department and all appropriate healthcare providers, and to report all such issues to the Fire Chief.

- **Revision and Expansion of Medical Protocols**

- ◆ **CONTRACTOR** shall review (at least semi-annually) and revise or expand as necessary, the medical standing orders for Pompano Beach Fire Rescue, and provide for the training needs to implement such protocols.

19. **CONTRACTOR** shall provide quarterly meetings with EMS administrators and **CONTRACTOR** to address risk management questions that are raised by the quality assurance program, and to address any specific recommendations regarding changes to the medical protocols.

20. **CONTRACTOR** specifically acknowledges that the **CITY** shall be responsible for the staffing, hiring and supervision level for the Fire Rescue Department. Any and all recommendations with regard to these items will be directed to the Fire Chief or his/her designee for consideration.

21. **CONTRACTOR** specifically acknowledges that the Fire Chief shall be responsible for determining the precise number of continuing education hours required for EMS personnel and for scheduling such programs.

**Article II**

**CITY** agrees to:

22. Pompano Beach Fire Rescue shall provide administrative liaison to **CONTRACTOR** through the Fire Chief and will cooperate, to the greatest extent possible in the delivery of competent emergency medical care including the implementation of policies set forth by the **CONTRACTOR**.
23. Pay the **CONTRACTOR** Sixty Five Thousand Four and 16/100 Dollars (\$65,004.16) per annum, payable in equal monthly installments (upon receipt of a monthly invoice) for services provided pursuant to this agreement.
24. Provide any secretarial assistance required by the **CONTRACTOR** through the office of the Fire Chief.

**Article III – HIPAA**

25. **CONTRACTOR** shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Agreement between the City of Pompano Beach and Michael Farrell, M.D.

Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, **CONTRACTOR** agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- c. To mitigate, to the extent practicable, any harmful effect that is known to **CONTRACTOR** of a use or disclosure of PHI by **CONTRACTOR** in violation of this Agreement.
- d. Report to the **CITY** any use or disclosure of PHI not provided for by this Agreement of which **CONTRACTOR** becomes aware;
- e. Ensure that any agents or subcontractors to whom **CONTRACTOR** provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to **CONTRACTOR** with respect to such PHI;
- f. Make PHI available to the **CITY** and to the individual who has a right of access as required under HIPAA within 30 days of the request by the **CITY** regarding the individual;
- g. Incorporate any amendments to PHI when notified to do so by the **CITY**;
- h. Provide an accounting of all uses or disclosures of PHI made by **CONTRACTOR** as required under the HIPAA privacy rule within sixty (60) days;
- i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining **CONTRACTOR**'s and the **CITY**'s compliance with HIPAA; and

j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by **CONTRACTOR** on behalf of the **CITY**, and if return is infeasible, the protections of this Agreement will extend to such PHI.

26. The specific uses and disclosures of PHI that may be made by **CONTRACTOR** on behalf of **CITY** include:

- a. Uses required for the proper management of **CONTRACTOR** acting as business associate.
- b. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

27. Notwithstanding any other provisions of this Agreement, the Agreement may be terminated by the **CITY** if **CONTRACTOR** has violated a term or provision of this Agreement pertaining to **CONTRACTOR's** material obligations under the HIPAA privacy rule, or if **CONTRACTOR** engages in conduct which would, if committed by the **CITY**, result in a violation of the HIPAA privacy rule by the **CITY**.

**Article IV**

28. This agreement shall be in effect for a period of three (3) years from January 26, 2018. Either party may terminate this agreement upon sixty (60) days written notice to the other party.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_

LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_

GREGORY HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCLETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **LAMAR FISHER** as Mayor, **GREGORY HARRISON** as City Manager, and **ASCLETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

**MICHAEL FARRELL, M.D.**

By: \_\_\_\_\_  
Michael Farrell, M.D.

Witnesses:

FRANK SOLOMON

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of December, 2017, by Michael Farrell, M.D., who is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Man Yau  
(Name of Acknowledger Typed, Printed or Stamped)

GG 159067  
Commission Number

