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AGREEMENT FOR MEDICAL DIRECTOR SERVICES

THIS AGREEMENT, effective at 12:00:01 on January 1, 2009, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), and Nabil El Sanadi, M.D., ("Physician" or "Medical Director"), a physician licensed to practice medicine in the State of Florida, for the provision of medical director services.

WHEREAS, the City operates a basic life support service and an advanced life support service; and

WHEREAS, the delivery of advanced emergency medical services by paramedics requires intravenous administration of emergency resuscitative drugs and performance of sophisticated technical emergency procedures; and

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

WHEREAS, Section 401.265, Florida Statutes (2008), requires each basic life support transportation service or advanced life support service to employ or contract with a Medical Director who, pursuant to the definition of "physician" contained in Section 401.23(19), Florida Statutes (2008), may be a practitioner who is licensed under the provisions of Chapter 458, Florida Statutes, (physician), or Chapter 459, Florida Statutes, (osteopathic physician),

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and the Medical Director hereby agree as follows:

Designation

1. Nabil El Sanadi, M.D., is designated during the term of this Agreement and during the term of any extension or renewal of this Agreement as the Medical Director for the City of Fort Lauderdale's emergency medical services system.

Duties; Responsibilities

2. The Medical Director shall supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for the City of Fort Lauderdale's emergency medical services system.

3. The Medical Director shall perform duties including advising, consulting, training, counseling, and oversight of emergency medical services, including appropriate quality assurance but not including administrative or managerial functions. This Agreement is contingent on the Medical Director

being at all times a licensed physician pursuant to Florida law and Board Certified in the State of Florida in emergency medicine.

4. Except as otherwise provided in Paragraph 5, the Medical Director's role with regard to the hiring and firing of, and disciplinary actions against, any medically certified employee of the City, is advisory only.

5. The Medical Director shall comply with the notice requirement of Section 458.348(1), Florida Statutes (2008), as may be amended from time to time. The Medical Director shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the City to perform basic life support or advanced life support patient services in accordance with applicable law. The Medical Director shall notify in writing the City's Fire Chief or the Fire Chief's designee of the Medical Director's prohibition of a City employee to perform basic life support or advanced life support patient services within twenty-four (24) hours of the Medical Director's prohibition of a City employee to perform basic life support or advanced life support patient services.

6. The Medical Director or the Medical Director's Florida-licensed and board certified emergency physician designee shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this Agreement is in effect. The Medical Director or the Medical Director's Florida-licensed and board-certified-in-emergency-medicine physician designee shall make radio or telephone contact with the City's Fire Chief or the City's Fire Chief's designee within fifteen (15) minutes of the Medical Director's receipt of an electronic notification or page from the Fire Rescue operations center. The Medical Director shall be responsible for the acts and omissions of the Medical Director's designee as if the Medical Director were performing the service directly.

7. The Medical Director shall assist the Fire Chief or the Fire Chief's designee in determining the qualifications of personnel who supervise the Fire-Rescue Department's emergency medical technicians and paramedics.

8. The Medical Director shall provide liaison services as requested by the Fire-Rescue Department or by the City, or *sua sponte,* on behalf of the City, to any educational, governmental, or medical agency or institution, and to other providers in Broward County and elsewhere, to which the Department may deliver patients or from which the Department may seek medical or regulatory consultation, relating to the City's provision of emergency medical services.

The Medical Director shall serve as liaison between the City and the various community hospitals, other local emergency medical services agencies, and any other agency, physician, institution or organization affecting the City's Fire-Rescue Department's provision of emergency medical services.

The Medical Director shall serve as liaison between the City and various community hospitals, other local emergency medical services agencies, physician(s), institutions, and organizations for the purposes of ensuring

compliance with all federal and state standards and regulations regarding infectious disease exposures and reporting requirements for the Fire-Rescue Department.

9. Subject to the City's Fire Chief's approval, and subject to the City's budget and appropriation and the availability of funds, the City may reimburse the Medical Director for travel expenses for the Medical Director to attend professional conferences pertaining to the City's provision of emergency medical services.

10. The Medical Director shall at no time and in no event be considered an employee of the City, but shall be at all times an independent contractor.

11. The Medical Director shall develop and revise medically correct standing orders and protocols pursuant to Section 64J-1.004(4), Florida Administrative Code (2008), as may be amended or revised, to reflect the current standard of care for patients.

12. The Medical Director will review and approve or disapprove the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the City.

13. Pursuant to Section 64J-1.004(4), Florida Administrative Code (2008), as may be amended or revised, the Medical Director shall develop and implement a patient care quality assurance system to assess the medical performance of paramedics and emergency medical technicians. The Medical Director shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2008), as may be amended or revised. The Medical Director shall conduct periodic review sessions with Fire-Rescue Department personnel regarding medical management of individual medical rescue cases. The Medical Director shall conduct in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.

14. The Medical Director, in conjunction with the Fire Chief and the Fire Chief's staff, shall keep records for continuing education and re-certification training. The Medical Director shall keep records related to quality assurance committee meetings and quality assurance measures. The Medical Director shall keep other necessary documentation related to attendance at such programs as required by federal, state, and county regulations. Medical Director will assist with the required documentation as necessary for the emergency medical services re-certification of all Fire Department employees.

15. In concert with the Fire Chief and the Fire Chief's staff, Medical Director will establish a routine monthly meeting, usually scheduled in advance

for the day or evening, lasting at least one to two hours, for the purposes of medical consultation, planning, education, and quality assurance.

16. Medical Director shall review regularly medical rescue reports prepared by Fire-Rescue Department emergency medical technicians and paramedics, and review all problem cases as necessary or medically appropriate.

17. Medical Director shall, in conjunction with the Fire Chief or the Fire Chief's designee, subject to the City's budget and appropriation and the availability of funds, authorize, and may require, the Fire-Rescue Department's emergency medical technicians and paramedics to attend specialized training programs, conferences, and schools for the purpose of earning continuing education credits ("CEU's").

18. The Medical Director shall assist, and make recommendations to, the Fire Chief, the Fire Chief's staff, and other City personnel, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the City's emergency medical services system, *inter alia*.

19. The Medical Director shall participate as a crew member on the City's emergency vehicles in accordance with Florida Department of Health rules and shall provide on-site personnel evaluation. Medical Director shall perform at least twenty-four (24) hours per year of in-the-field operations riding in rescue vehicles and/or EMS supervisor vehicles, reviewing the performance of Fire-Rescue Department's emergency medical services personnel, and reviewing different incidents in which emergency medical services are rendered. The Medical Director will schedule the time, date, and location within the City of Fort Lauderdale, of in-the-field operations.

20. The Medical Director shall participate in monthly and/or quarterly meetings with emergency medical services supervisors and/or field training officers, to last 1-4 hours and, if needed as determined by the City, three consecutive days, to allow all shifts (A, B and C) to participate. The Medical Director will schedule the time, date, and location within the City of Fort Lauderdale of the monthly and/or quarterly meetings.

21. The Medical Director shall conduct an annual review of medical rescue services *via* a report to the City's Fire Chief, assessing the overall quality of services delivered by the City's Fire-Rescue Department Emergency Medical Services, emergency medical technicians, and paramedics.

22. The Medical Director shall be available upon request to meet and confer with the Fire Chief and other officials of the City regarding the City's emergency medical services delivery programs, personnel issues related to the

continuation of practices by medically certified Fire-Rescue Department personnel, and any other issues that may impact the City's ability to deliver quality emergency medical services. The Medical Director shall participate in and testify as a witness in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the Fire Chief or by the Fire Chief's designee or by the City's legal counsel, in connection with any matter related to or that may affect the City's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.

23. The Medical Director shall review and have the authority to approve such community medical education and training programs as may be offered by the Fire-Rescue Department.

24. The Medical Director shall award grants, from the Medical Director's own funds, of eight hundred dollars ($800) each, based on objective clinical criteria developed by the Medical Director in concert with the Fire Chief and/or the Fire Chief's designee and emergency services leadership, to five emergency medical technicians or paramedics each calendar year, to further their quest for excellence in clinical care.

25. [Reserved.]

26. The Medical Director shall have consultative and authorizing authority over the City's provision of emergency medical services in conjunction with special events held within the corporate limits of the City of Fort Lauderdale and/or subject to regulation and/or requirements of the Fire-Rescue Department in conjunction with the event.

27. The City may require the Medical Director to respond to major incidents or disasters which the Fire-Rescue Department has responsibility for managing.

28. The Medical Director shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The Medical Director shall 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.

Insurance

29. The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed

operations, contractual liability, independent contractors, and coverage for the liability assumed by the Medical Director under the indemnification provision of this Agreement in accordance with the City of Fort Lauderdale's Risk Management Manual.

The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of automobile liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, with policy limits not less than the following: bodily injury $250,000 per person, $500,000 per occurrence; property damage $100,000 per occurrence, or, in the alternative, combined single limit of $1,000,000 (bodily injury and property damage combined), including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles, in accordance with the City of Fort Lauderdale's Risk Management Manual.

The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of professional liability/medical malpractice insurance with minimum limits of $1,000,000/claim, and $3,000,000 aggregate, insuring the Medical Director and the City against liability arising out of all acts and omissions by the Medical Director and by the Medical Director's designee during the term of this Agreement and during the term of any extension or renewal thereof, including coverage for the liability assumed by the Medical Director under the indemnification provision of this Agreement.

The commercial general liability policy shall name the City of Fort Lauderdale, a Florida municipality, as certificate holder and as an additional insured.

If required by law the Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of worker's compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City of Fort Lauderdale's risk manager, with a limit of $500,000 employer's liability, in compliance with all state and federal laws, and in accordance with the City of Fort Lauderdale's Risk Management Manual.

The Medical Director shall provide to the City at least thirty (30) days' written notice by registered mail, return receipt requested, addressed to the City of Fort Lauderdale's risk manager, prior to cancellation or modification of any required insurance. The provisions of this entire Section shall remain in effect until four (4) years after the expiration or termination of this Agreement and any extension or renewal of this Agreement, unless the Medical Director is able to secure an occurrence insurance policy as may be approved by the City of Fort Lauderdale's risk manager.

Compensation

30. In consideration for the services provided by the Medical Director as an independent contractor, City hereby agrees to pay the Medical Director $49,296 per year for the first year of this Agreement, payable in monthly installments of $4,108 after the first day of each month for the previous month's services. Each year thereafter the annual compensation payable in monthly installments after the first day of each month for the previous month's services may be increased by a cost-of-living increase not to exceed 2% per year as determined pursuant to Part I, Section 12, of Request for Proposal No. 295-10138.

Term

31. The initial term of this Agreement shall be for a three (3) year period commencing at 12:00:01 on January 1, 2009. The City reserves the right to extend the Agreement for two (2) additional one (1) year terms providing all terms conditions and specifications remain substantially the same, both parties agree to the extension, and such extension is approved by the City.

Termination

32. Either party may terminate this Agreement or any extension or renewal of this Agreement for any reason at any time by providing ninety (90) days' prior written notice of termination by certified mail or hand delivery to the other party.

Either party may terminate this Agreement for a material breach of this Agreement by the other party upon seven (7) calendar days' written notice to the other party and an opportunity to cure within the seven-day period, except that the only material breach by the City for which the Medical Director may terminate this Agreement upon seven (7) days' written notice with an opportunity to cure is the City's failure to pay the Medical Director the monthly fee provided for in this Agreement on or before the thirtieth day following the end of the month for which the fee is due.

The City may, in the City's sole discretion, terminate this Agreement immediately or upon such notice as the City deems appropriate in the City's sole discretion by giving written notice to the Medical Director in the event of any one or more of the following:

(a) The Physician's license to practice medicine in any state where Physician holds such a license is suspended or revoked, or the Physician is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority;

(b) The Physician is charged with, or indicted or informed against or arrested for, or convicted of, any felony or misdemeanor or criminal traffic offense;

(c) The Physician is found, in connection with his service as a medical director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;

(d) Any insurance coverage required by this Agreement is not maintained or is not maintained at the required level or is canceled.

The Physician shall provide the City with written notice within five (5) calendar days after the Physician is informed of any of the foregoing grounds for immediate termination. In addition, if any medical malpractice action or proceeding in connection with the Medical Director's service as a medical director for any emergency medical services system is initiated against the Physician, whether such action or proceeding arises out of events occurring prior to or after the effective date of this Agreement, then Physician shall, within five (5) calendar days after the Physician is informed of such action or proceeding, provide the City with written notice of such action or proceeding.

Indemnification

33. The Medical Director shall indemnify and hold harmless the City and the City's officers, employees, and agents, from and against all claims, damages, judgments, losses, and expenses, including attorney fees, that may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission, or medical malpractice, including supervision, direction, oversight, counseling, and training of, and consultation with, City personnel, by the Medical Director or by the Medical Director's designee. However, the Medical Director shall not be responsible to the City for incidents of medical malpractice if any, related to the City's provision of emergency medical services prior to January 1, 2005, or services performed prior to January 1, 2005, by a prior medical director, in which the Medical Director was not involved.

Governing Law; Venue

34. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by one party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida. For federal jurisdiction, venue for any lawsuit by one party against the other party or otherwise arising out of this Agreement shall be in the United States District Court for the Southern District of Florida.

Severability

35. In the event any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not having been held by a court of

competent jurisdiction to be invalid, illegal, or unenforceable, shall remain in full force and effect.

Miscellaneous

36. No failure or delay by either party in exercising any power or right under this Agreement shall operate as a waiver thereof. No waiver by either party of any provision of this Agreement shall operate as a subsequent waiver of the same provision or a waiver of any other provision of this Agreement.

37. The Medical Director shall at all times comply with and be subject to all laws, rules, regulations, and ordinances governing physicians and medical directors.

38. The City and the City's Fire Chief shall operate the City's emergency medical services system in accordance with all applicable laws, rules, regulations, and ordinances.

39. Subject to certain statutory exemptions, including Sections 401.30, 119.071(1)(a), and 401.425(5), Florida Statutes (2008), as may be amended or revised, and subject to the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, records made or received by the City in connection with this Agreement, including this Agreement, and records made or received by the Medical Director in connection with this Agreement are public records subject to public inspection and copying. The City's determination of whether any or no exemption applies shall be final.

40. A facsimile signature of either signatory or facsimile signatures of both signatories to this Agreement shall operate as and have the validity of an original signature or original signatures.

41. In the event of conflict among the contract documents, which include this Agreement, the City's Request for Proposal No. 295-10138 and any addenda thereto, and the Medical Director's response to Request for Proposal No. 295-10138, the order of priority is (a) this Agreement, (b) the City's Request for Proposal No. 295-10138 and any addenda thereto, and (c) the Medical Director's response to Request for Proposal No. 295-10138.

42. The Medical Director shall not assign this Agreement to any other person or entity without the City's consent being first obtained in writing.

43. The Medical Director, in his role as Medical Director, shall not discriminate illegally against any person on the basis of race, color, religion, sex, age, national origin, disability, or marital status, or violate any applicable federal or state civil rights or human rights law or applicable county or municipal civil rights or human rights ordinance.

Notice

44. Notices from one party to the other party shall be by facsimile transmission, except in the case of termination of this Agreement, or by hand delivery, or by certified mail, return receipt requested, and addressed as follows:

Nabil El Sanadi, M.D.
5100 North Ocean Boulevard Unit 518
Lauderdale By the Sea, FL 33308
Fax: 954-943-6015

City of Fort Lauderdale
Attn: Fire Chief
528 NW 2nd Street
Fort Lauderdale, FL 33311
Fax: 954-828-6843

Notice of termination of this Agreement shall be by hand delivery or by certified mail, return receipt requested. Either party may notify the other party in writing of a change of address.

IN WITNESS WHEREOF, the parties execute this Agreement for Medical Director Services as follows:

City of Fort Lauderdale, FL

Kirk W. Buffington
Director of Procurement Services

Date: 5/14/09

Approved as to form:

Senior Assistant City Attorney

Medical Director

Nabil El Sanadi, M.D.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement for Medical Director Services was acknowledged before me this 14 day of May, 2009, by Nabil El Sanadi, M.D.

Signature of Notary Public - State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Carrie L. Keohane
Commission # DD717416
Expires: NOV. 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced DL E425-621-55-414-0