

ADVANCED LIFE SUPPORT AGREEMENT

THIS AGREEMENT, executed on this 1st day of JUNE, 2019 by and between City of New Port Richey, Florida, a Florida municipal corporation, (hereinafter the "CITY"), and Charles M. Boothby, D.O., an individual, (hereinafter the "DOCTOR").

WITNESSETH:

WHEREAS, CITY conducts a Fire and Emergency Services Department employing Paramedics and Emergency Medical Technicians to perform Advanced Life Support Services; and

WHEREAS, pursuant to Chapter 401, Florida Statutes, the Emergency Medical Services Office of the Florida Department of Health has promulgated statutes and regulations relating to the provision of advanced life support procedures and the certification of advanced life support providers; and

WHEREAS, Chapter 401, Florida Statutes, mandates that an Advanced Life Support provider shall contract with a licensed physician who shall serve as Medical Director; and

WHEREAS, Charles M. Boothby, D.O., has represented to CITY that he is duly authorized and licensed to practice medicine in the State of Florida and qualified to be the Medical Director of an Advanced Life Support provider in accordance with the laws of the State of Florida; and

WHEREAS, CITY and DOCTOR hereby acknowledge and agree that DOCTOR shall act as the Medical Doctor for CITY'S Fire and Emergency Services Department and the parties desire to reduce their agreement to writing in order to provide a full statement of their respective duties and covenants with regard to this newly formed relationship; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, it is understood and agreed by the parties hereto as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Definitions. The following definitions shall apply throughout the text of this agreement:
 - a. "Advanced Life Support" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to the rules of the Department of Health;
 - b. "Advanced Life Support Service" means any emergency medical transport or non-transport service which uses Advanced Life Support techniques;

c. "Basic Life Support" means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "Basic Life Support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Department of Health;

d. "Basic Life Support Service" means any emergency medical service which uses only Basic Life Support techniques;

e. "Certification" means any authorization issued pursuant to the Florida Statutes to a person to act as an Emergency Medical Technician or a Paramedic;

f. "City Manager" means the City Manager of the City of New Port Richey, or a designee of the City Manager, in his/her sole discretion;

g. "Emergency Medical Services" means the activities or services to prevent or treat a sudden critical illness or injury and to provide emergency medical care and pre-hospital emergency medical treatment of sick, injured, or otherwise incapacitated persons in this state;

h. "Emergency Medical Technician" or "EMT" means a person who is certified by the Department of Health to perform Basic Life Support pursuant to the Florida Statutes;

i. "Fire and Emergency Services Department" means DOCTOR, Fire Chief, all EMTs and Paramedics, and all other CITY employees who assist in providing Basic Life Support Services, Advanced Life Support Services, or other Emergency Medical Services;

j. "Fire Chief" means the Director of the Fire and Emergency Services Department;

k. "Medical Director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training pursuant to the Florida Statutes;

l. "Paramedic" means a person who is certified by the Department of Health to perform Basic Life Support and Advanced Life Support pursuant to the Florida Statutes;

3. Term of Agreement. The initial term of this agreement shall commence on June 1, 2019 and expire on May 31, 2021, unless terminated earlier in accordance with the provisions set forth herein.

4. Renewal. This agreement shall automatically renew for an additional two-years, unless otherwise terminated in accordance with the provisions set forth herein.
5. Termination. This agreement may be terminated as follows:
 - a. By CITY. This agreement may be terminated by CITY:
 - (i) upon thirty (30) days written notice to DOCTOR, with or without cause, by sending written notification of termination to DOCTOR; or
 - (ii) immediately, in the event that:
 - (a) CITY receives notice that the contractual services between DOCTOR and Pasco County have been terminated;
 - (b) CITY receives notice that DOCTOR is no longer a licensed physician according to the laws of the State of Florida; or
 - (c) DOCTOR no longer meets the qualifications to act as a Medical Director in accordance with the laws of the State of Florida.
 - b. By DOCTOR. This agreement may be terminated by DOCTOR.
 - (i) upon sixty (60) days written notice to City Manager and Fire Chief expressing DOCTOR's intent to terminate this contract; or
 - (ii) In the event DOCTOR does not desire this agreement to automatically renew, he shall provide written notice to the City Manager sixty (60) days prior to the date for which this agreement is scheduled to automatically renew.
6. CITY's Duties and Responsibilities. CITY agrees to perform and accept the following duties and responsibilities:
 - a. CITY shall satisfy all applicable standards and requirements of the state of Florida for certification and licensure as an Advanced Life Support provider, and shall remain certified and licensed by the state of Florida during all time periods covered by this agreement;
 - b. CITY shall require that its Emergency Medical Technicians (EMTs) and Paramedics become and remain certified in accordance with the laws of the state of Florida;
 - c. CITY shall require its EMTs and Paramedics to participate in all applicable city, county, regional, state, or national emergency medical system programs required by law;
 - d. CITY shall require that its EMTs and Paramedics satisfy any educational requirements required by law;

e. CITY shall ensure that a valid permit is possessed for every advanced life support non-transport vehicle used or planning to be used in conjunction with the providing of Advanced Life Support Service;

f. CITY shall comply with all directives and procedures of DOCTOR relating to the quality and quantity of care rendered by the Fire and Emergency Services Department, and shall require that its employees also comply with such directives and procedures;

g. CITY shall designate one (1) individual employee of CITY to act as training officer for the Fire and Emergency Services Department. The training officer or designee may act as liaison between DOCTOR and CITY, and shall implement the rules and regulations formulated by DOCTOR for the Fire and Emergency Services Department. The training officer shall be responsible for day-to-day supervision of the training program and the application of the procedures and directives of DOCTOR and shall maintain such records as are necessary for these functions;

h. CITY shall supply a storage location in City Hall, located at 5919 Main St., New Port Richey, for the storage of all records and telemetry tapes related to the providing of Advanced Life Support Services or Basic Life Support Services;

i. CITY shall pay for DOCTOR'S malpractice insurance covering his actions in conjunction with his duties as Medical Director for CITY;

j. CITY shall pay for DOCTOR'S Controlled Substance Registration Certificate;

k. CITY shall employ appropriate personnel and have and maintain appropriate equipment to provide optimal Emergency Medical, Basic Life, and Advanced Life Support Services as dictated by the State of Florida;

l. CITY shall provide clerical, administrative, and office materials including, but not limited to, photocopies, overhead transparencies, paper, computer diskettes to allow DOCTOR to carry out his duties and responsibilities as outlined herein;

m. CITY shall have a quality assurance program in place that has been approved by DOCTOR.

7. DOCTOR'S Duties and Responsibilities. DOCTOR agrees to perform and accept all duties and responsibilities which are necessary in order to adequately perform as Medical Director of CITY'S Fire and Emergency Services Department including, but not limited to, the following:

a. DOCTOR shall maintain his status as a licensed physician in accordance with the laws of the State of Florida at all times throughout the duration of this agreement;

- b. DOCTOR shall supervise and assume direct responsibility for the medical performance of the EMTs and Paramedics operating for CITY'S Emergency Medical Services Department;
- c. DOCTOR shall aid the Fire Chief or his designee in the coordination of in-service educational programs;
- d. DOCTOR shall conduct regular clinical pathology conferences with CITY'S Paramedics;
- e. DOCTOR may supervise the CITY'S EMTs and Paramedics in a hospital emergency room during clinical rotations;
- f. DOCTOR shall assist in developing and administering examinations designed to evaluate both Basic Life Support and Advanced Life Support capabilities to EMTs and Paramedics;
- g. DOCTOR shall supervise, advise, consult, train, counsel, oversee, set standards, and establish procedures for the medical performance of the EMTs and Paramedics functioning for CITY'S Fire and Emergency Services Department, as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder;
- h. DOCTOR shall participate in a quality assurance committee to provide for quality assurance review of all EMTs and Paramedics operating under his/her supervision. Such quality assurance committee shall consist of Paramedics, EMTs and an administrative designee as designated by the Fire Chief to assist DOCTOR in implementation of quality assurance systems;
- i. DOCTOR shall provide written notice to the City Manager, Fire Chief and Department of Health, in conjunction with the provisions set forth herein, in the event he believes disciplinary action is necessary for an EMT or Paramedic of CITY;
- j. DOCTOR shall provide written notification to the City Manager, and Fire Chief upon any termination of his contract as Medical Director for Pasco County, within three business days of the occurrence of such termination;
- k. DOCTOR shall, from time to time, provide an updated list to the City Manager of all entities for which he is the provider of emergency medical services;
- l. DOCTOR shall attend any meeting scheduled by the City Manager to resolve personnel problems, monitor standards, and review policies necessary to ensure reliable patient care, or for any other reason the City Manager shall so designate;
- m. DOCTOR shall make a good faith effort to immediately return all attempts by CITY or CITY'S communication dispatch center to contact DOCTOR by phone, pager, facsimile, electronic or regular mail. Likewise, DOCTOR shall provide

current numbers for each mode of communication including, but not limited to, DOCTOR'S office telephone, home telephone, pager, cellular phone, and facsimile machine, to CITY'S communication dispatch center at all times throughout the duration of this agreement. Additionally, if applicable, DOCTOR shall provide the dispatch center with his electronic mail (e-mail) address;

n. DOCTOR shall establish, at his sole and complete discretion, the standards for the quantity and type of emergency medical care to be administered by Paramedics and EMTs;

o. DOCTOR shall comply with all State of Florida and Department of Health and Rehabilitative Services regulations regarding medical direction, Basic Life Support Services and Advanced Life Support Services as they relate to First Responding Agencies;

p. DOCTOR shall ensure that CITY'S Fire and Emergency Services Department acts in accordance with the laws of the State of Florida, as promulgated in the Florida Statutes and Florida Administrative Code;

q. DOCTOR shall perform such other duties and services for CITY'S Fire and Emergency Services Department as are required of a Medical Director by the laws of State of Florida, valid regulations promulgated thereunder, and this agreement.

8. Liability. The CITY shall maintain liability insurance in the amount of two million dollars (\$2,000,000.00) per occurrence covering the acts and omissions of its employees including, but not limited to, all Paramedics and EMTs. CITY shall include DOCTOR as an additional insured under CITY'S liability insurance policy to cover all his duties as Medical Director, as specifically set forth herein.

Notwithstanding the foregoing, DOCTOR shall not provide any patient care on behalf of CITY, and nothing in this agreement shall be interpreted to mean that CITY has any liability for any patient care undertaken by DOCTOR, either in his/her private practice, or otherwise. To the extent DOCTOR engages in any type of patient care which may be deemed to be for or on behalf of CITY, DOCTOR agrees to indemnify and hold CITY harmless for any and all damages or injuries resulting therefrom, or in relation thereto.

Nothing in this agreement shall be construed as expanding the liability of DOCTOR beyond that provided for under the laws of the State of Florida and such regulations as may be promulgated thereunder.

9. Independent Contractor/Employees. At all times during the existence of this agreement, DOCTOR shall be an independent contractor of CITY. At no time shall DOCTOR be deemed to be an employee of CITY. All persons employed by CITY who are subject to the medical supervision of DOCTOR, including but not limited to, all EMTs and Paramedics, shall not be considered or construed to be the employees of DOCTOR, but rather, are and shall be considered and construed to be solely the employees of CITY. CITY shall pay all wages, Workers' Compensation, unemployment, and social security taxes applicable thereto.

In conjunction with such status as employees of CITY, all employees of CITY shall be hired, retained, or discharged by CITY. However, CITY recognizes and agrees that DOCTOR shall, in his sole and complete discretion, have the authority to determine whether or not an employee is qualified to serve as a Paramedic or to render Basic Life Support or Advanced Life Support procedures. In the event DOCTOR believes a CITY employee is not qualified to become or remain employed for a certain position, DOCTOR shall provide written notification of his belief to the City Manager and Fire Chief, prior to providing such notification to the Department of Health.

Notwithstanding the above, if DOCTOR has reasonable belief that conduct by an EMT or Paramedic may constitute one or more grounds for discipline as provided by the Florida Statutes, DOCTOR shall document facts and other information related to the alleged violation. DOCTOR shall report to the Department of Health any EMT or Paramedic who the DOCTOR reasonably believes to have acted in a manner which might constitute grounds for disciplinary action. Such a report of disciplinary concern must include a statement and documentation of the specific acts of the disciplinary concern. Prior to providing such report to the Department of Health, DOCTOR shall provide written notification to the City Manager regarding the incident and give the City Manager and Fire Chief seven (7) days to respond before notifying the Department of Health. If the Department of Health determines that the report is insufficient for disciplinary action against the EMT or Paramedic pursuant to the Florida Statutes, the report shall be expunged from the record of the EMT or Paramedic.

10. Storage of Records. As set forth above, the CITY shall supply a storage location in City Hall, located at 5919 Main St., New Port Richey, for the storage of all records related to the providing of Advanced Life Support Services or Basic Life Support Services. All such records shall be retained for a minimum period of seven (7) years from the date of their original existence. While this agreement is in effect, DOCTOR shall have access to all such records during the normal business hours of the CITY for purposes of review, inspection, and copying, as well as use for any valid purpose for which DOCTOR deems necessary. DOCTOR, however, shall not remove any such records from the storage area without the express written approval from the City Manager. In the event that this agreement expires or is terminated, DOCTOR shall provide a written request to the City Manager of his desire to gain access to such storage area and City Manager, in his/her sole discretion has the right to decide whether or not access shall be granted to DOCTOR.

11. Public Records. Upon request from CITY'S custodian of public records, Vendor shall provide CITY a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to CITY. Upon completion of this Agreement, Vendor shall transfer, at no cost to CITY, all public records in the possession of Vendor or keep and maintain public records required by CITY to perform the services provided in this Agreement. If Vendor transfers all public records to CITY upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of

this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1024, MANNSD@CITYOFNEWPORTRICHEY.ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

12. Stipend. For and in consideration of his services as Medical Director, CITY shall pay DOCTOR the sum of two hundred dollars (\$200.00) per month throughout the term of this Agreement. In the event DOCTOR expends more than forty-eight (48) hours per year in performing his duties pursuant to this Agreement, CITY shall pay DOCTOR, in addition to the above described monthly sum, an hourly fee at the rate of fifty dollars (\$50.00) per hour for each additional hour over the first forty-eight (48) hours expended by DOCTOR on behalf of CITY. CITY shall pay the sums owed DOCTOR on the first day of each month and no later than the tenth (10th) day of each month.

13. Attorney's Fees. If it shall be necessary for either party to resort to litigation against the other as a result of any default hereunder, the prevailing party shall be entitled to receive from the other party all costs of such litigation to include, without limitation, a reasonable attorney's fee through all proceedings, trials, and appeals related thereto.

14. Exclusive Service of DOCTOR. DOCTOR shall be CITY'S sole Medical Director of Emergency Medical Services. However, Physician may designate another qualified physician pursuant to Florida Statutes to serve as acting Medical Director in periods of his absence. DOCTOR shall notify the City Manager at least 48 hours in advance of any period in which DOCTOR plans to be absent from its duties.

It is understood by the parties hereto that DOCTOR is permitted to contract with other providers of emergency medical systems to act as Medical Director for said other providers. However, such other contracts shall not interfere with DOCTOR'S ability to adequately perform its aforementioned duties and responsibilities on behalf of CITY.

15. Paragraph Headings. Paragraph headings utilized in this agreement are for convenience only and shall not be deemed to limit or control the contents of any paragraph of this agreement.

16. Merger, Modification. This agreement reflects the entire understanding of the parties as to matters dealt with herein and may not be modified or amended except by a written instrument signed by both parties.

17. Notice. Any notice required herein by this agreement shall be given in writing and delivered in person or by certified mail, return receipt requested to the following addresses:

CITY : Debbie Manns, City Manager City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

Copy To: Chris Fitch, Fire Chief
c/o New Port Richey Fire Department 5919 Main Street
New Port Richey, FL 34652

DOCTOR: Charles M. Boothby, D.O.
Post Office Box 2278 Dunedin, FL 34697

18. Non-waiver. The failure of a party to strictly enforce any provision of this agreement shall not be deemed a waiver of any right or remedy as to any continuing or future matter. The termination of this agreement by either party shall not affect or waive any other remedy or right.

19. Non-assignment. This agreement may not be assigned or delegated by either party without the prior written consent of the other party and any assignment or delegation hereof made without such prior written consent shall be void.

20. Governing Law and Venue. This agreement shall be construed according to the laws of the state of Florida. The designated venue for any action or lawsuit pertaining to this agreement shall be the state or federal courts located in, or serving, Pasco County, Florida.

21. Severability. If any clause or provision of this agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, then and in that event, it is the intention of the parties hereto that the remainder of this agreement shall not be affected thereby.

22. Effective Date. This agreement shall become binding upon the parties only after having been signed by the appropriate parties for both sides and after approval by the City Council of CITY in accordance with its normal procedure for approving contracts of this type.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

WITNESS:


Signature

TINA ANFUSO
Printed Name of Witness

BY DOCTOR
C.M. BOOTHBY, D.O., an individual


C.M. Boothby, D.O.

3/26/19
Date

Attest:

BY CITY
City of New Port Richey, Florida,
a Florida Municipal Corporation

Judy Meyers, CMC
City Clerk

Debbie L. Manns, as City Manager

Date

Date

APPROVED AS TO LEGAL FORM AND CONTENT

Timothy P. Driscoll, City Attorney

Date