RESOLUTION NO. 2014-132

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INPHYNET CONTRACTING SERVICES, INC. FOR A TERM OF THREE YEARS, COMMENCING ON OCTOBER 1, 2014 AND ENDING ON SEPTEMBER 30, 2017, AND FOR PROFESSIONAL SERVICES FROM FREDERICK MICHAEL KEROFF, M.D., FACEP, AS MEDICAL DIRECTOR OF HIALEAH FIRE DEPARTMENT AND ADVANCED LIFE SUPPORT PROVIDER, IN AN ANNUAL AMOUNT NOT TO EXCEED $60,000.00, PAYABLE AT A MONTHLY RATE OF $5,000.00, AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, the Hialeah Fire Department provides basic and advanced life support services for the citizens of Hialeah;

WHEREAS, the Medical Practices Act of the State of Florida requires that the procedures undertaken by Fire Department personnel are performed under the direction of a licensed Florida physician;

WHEREAS, Frederick M. Keroff, M.D. has been providing exemplary services to the CITY, in the capacity of Medical Director for more than fifteen years;

WHEREAS, it is in the best interest of the health and welfare of the community to contract Inphynet Contracting Services, Inc. and Frederick M. Keroff, M.D. to provide uninterrupted high-quality professional services to the City of Hialeah.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves a Professional Services Agreement with Inphynet Contracting Services, Inc. for a term of three years, commencing on October 1, 2014 and ending on September 30, 2017, and for professional services from Frederick

Michael Keroff, M.D., Facep, as Medical Director of Hialeah Fire Department and advanced life support provider, in an annual amount not to exceed $60,000.00, payable at a monthly rate of $5,000.00, and authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the Professional Services Agreement attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 13 day of November, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 21 day of November, 2014.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a 6-0-1 vote with Council Members Caragol, Casáls-Muñoz, Garcia-Martinez, Gonzalez, Hernandez, & Lozano voting "Yes", & Councilmember Cue-Fuente absent.

S:\DDP\LEGISLATURE\RESO 2014 InphynetContractingServices-RESO.docx

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF HIALEAH, FLORIDA

AND

INPHYNET CONTRACTING SERVICES, INC.

FOR

MEDICAL DIRECTOR OF HIALEAH FIRE DEPARTMENT

ADVANCED LIFE SUPPORT PROVIDER

This agreement entered into this _____ day of _____, 2014 ("Agreement"), by and between the City of Hialeah, Florida (hereinafter referred to as CITY), and Inphynet Contracting Services, Inc., to provide Frederick Michael Keroff, M.D., FACEP, as Medical Director of Hialeah Fire Department and Advanced Life Support Provider, ("CONSULTANT").

WHEREAS, the Hialeah Fire Department provides basic and advanced life support service for the citizens of Hialeah; and

WHEREAS, the state of the art delivery of basic and advanced life support by Florida State Certified Paramedics and Emergency Medical Technicians (EMTs) requires intravenous administration of emergency resuscitative drugs, the performance of sophisticated technical emergency and basic life support procedures, as well as intravenous catheterizations, electrical defibrillations and other invasive procedures; and

WHEREAS, the Medical Practices Act of the State of Florida requires that the procedures undertaken by Fire Department personnel are performed under the direction of a licensed Florida physician; and

WHEREAS, Frederick M. Keroff, M.D. has been providing exemplary services to the CITY, in the capacity of Medical Director for the past fifteen years; and

EXHIBIT
tabbies "A"

WHEREAS, the CITY and the CONSULTANT wish to continue the professional relationship for an additional five years.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

I.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

CONSULTANT, through the Medical Director, will provide medical consulting, training and advisory services to the Hialeah Fire Department and shall be directly responsible to the Chief of the Hialeah Fire Department for the performance of services specified herein in the terms of this contract.

II.

TERM

The term of this Agreement shall be valid commencing October 1, 2014, for a period of three (3) years, ending on September 30, 2017. The CONSULTANT shall have the option to renew this Agreement for an additional two-year term. The CONSULTANT shall send written notification to the City 120 days prior to the expiration of the original Agreement. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

III.

SCOPE OF SERVICES

CONSULTANT shall provide the following services:

A. Consult in planning for Advanced Life Support Service provided by the Hialeah Fire Department, including provision of vehicles, equipment, supplies, emergency Paramedic and Emergency Medical Technician training, and utilization of medical facilities.

B. Consult in the coordination of training of Hialeah Fire Department Paramedics and Emergency Medical Technicians, and including testing and certification procedures in conformance with the laws and regulations promulgated by the State of Florida, Miami-Dade County, and the City of Hialeah.

C. Certify that each Hialeah Fire Department Paramedic is qualified to administer Basic and Advanced Life Support to sick or injured persons in a pre-hospital environment according to the written Advance Life Support Service protocols of the Medical Director.

D. Coordinate, design, implement and participate in a quality control program of patient care provided by the Emergency Medical Technicians and Paramedics of the Advanced Life Support Service. Medical Director shall conduct regular weekly review sessions with the Emergency Medical Technicians and Paramedics in regard to the medical management of patients on assigned rescue incidents to provide on-site evaluation of their professional performance and management of patients.

E. Participate in the planning and implementation of a Medical Priority Dispatch System. Including the review, approval and certification of dispatch protocols and establishment of Quality Improvement Assurance parameters.

F. Report to the State of Florida Department of Health, EMS Bureau, any Emergency Medical Technician or Paramedic deemed, in the opinion of the Medical Director, to be incompetent in the performance of his duties. Such a report of alleged incompetence shall include a statement of the acts of alleged incompetence.

G. The Medical Director shall appoint and serve as Chairman of a Medical Advisory Committee consisting of representative physicians practicing in the community who have an interest in improvement of Advanced Life Support Service. The Medical Director

shall establish medical management policy for the Hialeah Fire Department emergency medical rescue service. The Medical Advisory Committee shall review and sanction any and all protocols or standing orders which are promulgated by the Medical Director for emergency medical treatment by the Paramedics and Emergency Medical Technicians on the scene. The Medical Advisory Committee will establish and implement criteria for utilization of hospital emergency departments and trauma centers for provision of emergency medical care for individuals managed by the Paramedics and Emergency Medical Technicians. There shall be at least two meetings scheduled per year.

H. Coordinate the provision of and monitor communications between the area hospitals' emergency department base station and other network hospitals and the individual Hialeah Fire Department emergency medical rescue units for the purpose of medical supervision of on-site emergency medical care by the paramedics.

I. Provide liaison services between the Hialeah Fire Department and the various community hospitals and trauma centers utilized by the Hialeah Fire Department Advanced Life Support Service. In addition, provide liaison for the Hialeah Fire Department to any agency or institution affecting the education of paramedics or community policies regarding the provision of Advanced Life Support Service.

J. Supervise a registered nurse or other certified professional, who is equally qualified in the area of Emergency Medical Services to provide assistance for the Hialeah Fire Department with the following responsibilities:

a) Carry out on-site monitoring.

b) Quality control.

c) Educational requirements for State re-certification.

d) Training for regular weekly sessions on Advanced Life Support Protocols.

e) Ride the ALS vehicle for on-site supervision and training.

f) Act as liaison between the Hialeah Fire Department Emergency Rescue Division Chief and the Medical Director with regards to all training and educational activities.

g) Implement a system of review of all Emergency Medical Rescue Incident Reports and arrange for special training and education of the rescue personnel on problem cases, or exceptional cases in which the Paramedics and EMTs are involved.

h) Provide liaison between the Emergency Room staff of the area hospitals and the Hialeah Advanced Life Support Service personnel.

i) Provide liaison between the area learning institutions, Miami Dade Community College and Miami University School of Medicine, and other related emergency medical professional organizations.

K. Employ and provide the necessary secretarial assistance to perform the functions delineated above, as well as the following:

a) Supervise and take direct responsibility for the medical performance of the Department's EMTs and paramedics.

b) Develop medically correct standing orders or protocols.

c) Develop and implement a patient's care quality assurance system to assess the medical performance of paramedics and EMTs.

d) Ensure and certify that security procedures of the provider for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statutes, and Sections 10D-45 and 64E-2, Florida Administrative Code.

e) Create, authorize and oversee adherence to detailed written operating procedures for the handling of medications, fluids and controlled substances by the provider in accordance with applicable laws.

f) Act as an agent for the Department.

g) Consult and aid in the training of EMT and paramedic personnel. Participate as an instructor in Department in-service training programs. Approximately five (5) hours quarterly.

h) Conduct review sessions with personnel in regard to medical management of individual cases.

i) Periodically ride Department ambulances and provide on-site evaluation and training up to a minimum of 10 hours per year.

j) Serve as liaison between the Department and various community hospitals.

k) Appoint specialty physicians to and serve as chairperson of a medical protocol committee.

l) Develop protocols for an employee infection control and disease prevention program.

m) Must commit a minimum of four (4) hours bi-weekly for consultation and coordination of administrative activities with Fire Administration up to eight (8) hours maximum per week.

n) Abide by all applicable Federal, State, County and Municipal laws, rules and regulations.

o) Provide input for advance planning relating to technological or regulatory changes.

p) Provide assistance as required in the preparation and administration of Federal or State grants programs for the improvement of the emergency medical system in the Department.

q) Sanction and certify those courses of instruction that consultant is qualified to sanction and or certify.

r) Act as an agent for the Department while performing the duties and responsibilities outlined in this Agreement.

CITY shall provide the following services:

The Hialeah Fire Department will provide an administrative liaison to the Medical Director, through the direction of the Fire Chief of the Hialeah Fire Department and will participate in the delivery of the best possible emergency medical care to the citizens of Hialeah.

IV.

COMPENSATION

CITY agrees to pay CONSULTANT, the amount of Sixty Thousand and No/100th Dollars ($60,000.00) for each year for the services provided in this contract on a monthly basis, at a rate of Five Thousand and No/100th Dollars ($5,000.00) per month.

V.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

VI.

GENERAL CONDITIONS

A. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier

CITY:
City of Hialeah Fire Department
Attention: Fire Chief
83 East 5th Street
Hialeah, Florida 33010
Telephone: (305) 883-6900
Telecopier: (305) 883-5991

CONSULTANT:
INPHYNET Contracting Services, Inc.
Attn: Frederick Michael Keroff, M.D., FACEP
14050 NW 14 Street, Suite 190
Ft. Lauderdale, Florida 33327-4460
Telephone: (954) 475-1300 Ext. 2912
Telecopier: (954) 838-0281

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. Should any provision, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

VII.

OWNERSHIP OF DOCUMENTS

A. All documents developed by CONSULTANT under this Agreement shall be delivered to CITY by said CONSULTANT upon completion of the services required pursuant to paragraph II hereof and shall become the property of CITY, without restriction or limitation on its use. CONSULTANT agrees that all documents maintained and generated pursuant to this contractual relationship between CITY and CONSULTANT shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

B. It is further understood by and between the parties that any information, writings, maps, contract documents, reports or any other matter whatsoever which is given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY and shall not be used by CONSULTANT for any other purposes whatsoever without the written consent of CITY.

VIII.

NONDELEGABLE

That the obligations undertaken by CONSULTANT pursuant to this Agreement shall not be delegated or assigned to any other person or firm other than Frederick

Michael Keroff, M.D., unless CITY shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

IX.

AUDIT RIGHTS

A. CITY reserves the right to audit the records of CONSULTANT, relating to this Agreement, at any time during the performance of this Agreement. Such audit shall be conducted at such time and in such matter so as to cause the least amount of disruption to CONSULTANT normal business activities.

B. CONSULTANT shall keep such records reasonably required to document and substantiate CONSULTANT's performance under this Agreement for the required retention period established by the Florida Public Records Law, if applicable or a minimum period of one (1) year after termination of this Agreement, whichever is longer, unless CONSULTANT is notified in writing by the City of the need to extend the retention period. The retention of such records and documents shall be at Contractor's expense.

C. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or one (1) year, whichever is longer, the records shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by City to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in the CONSULTANT's records shall be a basis for disallowance and recovery of any payment based upon such entry.

X.

AWARD OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

XI.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida.

XII.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

XIII.

CONFLICT OF INTEREST

A. CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities, (on behalf of the City), in connection with this Agreement has any personal financial interests, direct or indirect, with CONSULTANT. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT or its employees, must be disclosed in writing to CITY.

B. CONSULTANT is aware of the conflict of interest laws of the City of Hialeah, particularly Hialeah Code, ch. 26, Art I and II; Miami-Dade County, particularly Code of Miami-Dade County §§ 2-11.1 et. seq.; the State of Florida, particularly Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respects with those provisions.

XIV.

INDEPENDENT CONTRACTOR

CONSULTANT and its employees, representatives and agents, including the individuals assigned to the City, shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. The CONSULTANT, its employees, representatives and agents shall not be deemed to be entitled to the Florida Workers' Compensation benefits as an employee of City. This Agreement is not intended, nor shall it be construed, to create third party beneficiary rights in any person or entity unless expressly otherwise provided. The CONSULTANT shall have no right, power or authority to (a) enter into an agreement or accept an engagement on behalf of the City; (b) incur any expense or other obligation for which the City would or might be responsible; or (c) bind the City in any promise, statement, representation or commitment unless specifically provided for in this Agreement.

XV.

TERMINATION OF CONTRACT WITHOUT CAUSE

Either party may terminate this Agreement, without cause, with sixty (60) days prior written notice to the other party. The CONSULTANT shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case,

however, will CITY pay CONSULTANT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between CITY and CONSULTANT that any payment made herein to CONSULTANT shall be made only if said CONSULTANT is not in default under the terms of this Agreement. If CONSULTANT is in default, then CITY shall in no way be obligated and has the right to withhold or offset any sum owed to the CONSULTANT until the default is cured or the City's claim is settled.

XVI.

TERMINATION WITH CAUSE

The City may terminate this Agreement for cause. Termination for cause shall include the following events or actions:

a) Failure to comply and or perform in accordance with this Agreement;

b) Filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors;

c) Being adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it; and

If the CONSULTANT causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after fifteen (15) days written notice provided to the CONSULTANT by the City within which to cease and or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

XVII.

NONDISCRIMINATION

CONSULTANT agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

Furthermore, that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XVIII.

CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and or change in regulations.

XIX.

ENTIRE AGREEMENT

This Agreement and its attachments, if any, constitute the sole and only Agreement of the parties hereto relating to said grant and correctly sets for the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

XX.

AMENDMENTS

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

XXI.

INDEMNIFICATION

A. In consideration of the payment described above, and for other good and valuable consideration, CONSULTANT, for itself, its successors, assigns, directors, officers, employees and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all claims of whatsoever nature or kind, suits, causes of action (whether in contract or tort, statutory, equitable or at common law), damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, including but not limited to any claim for personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind, arising out of, resulting from, or relating to the CONSULTANT's performance of its responsibilities under this Agreement, including any and all claims that any individual assigned to the City pursuant to the terms of this Agreement may have now or in the future.

B. Subject to the limitations of Florida Statutes, §768.28, the CITY shall indemnify and save CONSULTANT harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of CITY's negligent activities under this Agreement, including all other acts or omissions to act on the part of CITY, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue/P.O. Box 11-0040
Hialeah, Florida 33011-0040

Attest:

Authorized signature on behalf of
the City of Hialeah, Florida

Marbelys Fatjo
Acting City Clerk
(SEAL)

Mayor Carlos Hernandez Date

Approved as to form and legal sufficiency:

Lorena E. Bravo
Acting City Attorney

INPHYNET Contracting Services, Inc.
14050 NW 14 Street, Suite 190
Ft. Lauderdale, Florida 33327-4460
Telephone: (954) 475-1300 Ext. 2912
Telecopier: (954) 838-0281

Attest:

Assistant Corporate Secretary
(SEAL)

Neil J. Principe, M.D. Date
President

Typed/printed name

S:\DDP CONTRACTS FIRE\Inphynetmedicalservices\Agreement 2014-2019.doc

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF HIALEAH, FLORIDA
AND
INPHYNET CONTRACTING SERVICES, INC.
FOR
MEDICAL DIRECTOR OF HIALEAH FIRE DEPARTMENT
ADVANCED LIFE SUPPORT PROVIDER

This agreement entered into this _____ day of _____, 2014 ("Agreement"), by and between the City of Hialeah, Florida (hereinafter referred to as CITY), and Inphynet Contracting Services, Inc., to provide Frederick Michael Keroff, M.D., FACEP, as Medical Director of Hialeah Fire Department and Advanced Life Support Provider, ("CONSULTANT").

WHEREAS, the Hialeah Fire Department provides basic and advanced life support service for the citizens of Hialeah; and

WHEREAS, the state of the art delivery of basic and advanced life support by Florida State Certified Paramedics and Emergency Medical Technicians (EMTs) requires intravenous administration of emergency resuscitative drugs, the performance of sophisticated technical emergency and basic life support procedures, as well as intravenous catheterizations, electrical defibrillations and other invasive procedures; and

WHEREAS, the Medical Practices Act of the State of Florida requires that the procedures undertaken by Fire Department personnel are performed under the direction of a licensed Florida physician; and

WHEREAS, Frederick M. Keroff, M.D. has been providing exemplary services to the CITY, in the capacity of Medical Director for the past fifteen years; and

WHEREAS, the CITY and the CONSULTANT wish to continue the professional relationship for an additional five years.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

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C. Certify that each Hialeah Fire Department Paramedic is qualified to administer Basic and Advanced Life Support to sick or injured persons in a pre-hospital environment according to the written Advance Life Support Service protocols of the Medical Director.

D. Coordinate, design, implement and participate in a quality control program of patient care provided by the Emergency Medical Technicians and Paramedics of the Advanced Life Support Service. Medical Director shall conduct regular weekly review sessions with the Emergency Medical Technicians and Paramedics in regard to the medical management of patients on assigned rescue incidents to provide on-site evaluation of their professional performance and management of patients.

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F. Report to the State of Florida Department of Health, EMS Bureau, any Emergency Medical Technician or Paramedic deemed, in the opinion of the Medical Director, to be incompetent in the performance of his duties. Such a report of alleged incompetence shall include a statement of the acts of alleged incompetence.

G. The Medical Director shall appoint and serve as Chairman of a Medical Advisory Committee consisting of representative physicians practicing in the community who have an interest in improvement of Advanced Life Support Service. The Medical Director

shall establish medical management policy for the Hialeah Fire Department emergency medical rescue service. The Medical Advisory Committee shall review and sanction any and all protocols or standing orders which are promulgated by the Medical Director for emergency medical treatment by the Paramedics and Emergency Medical Technicians on the scene. The Medical Advisory Committee will establish and implement criteria for utilization of hospital emergency departments and trauma centers for provision of emergency medical care for individuals managed by the Paramedics and Emergency Medical Technicians. There shall be at least two meetings scheduled per year.

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I. Provide liaison services between the Hialeah Fire Department and the various community hospitals and trauma centers utilized by the Hialeah Fire Department Advanced Life Support Service. In addition, provide liaison for the Hialeah Fire Department to any agency or institution affecting the education of paramedics or community policies regarding the provision of Advanced Life Support Service.

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CITY shall provide the following services:

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A. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier

CITY:
City of Hialeah Fire Department
Attention: Fire Chief
83 East 5th Street
Hialeah, Florida 33010
Telephone: (305) 883-6900
Telecopier: (305) 883-5991

CONSULTANT:
INPHYNET Contracting Services, Inc.
Attn: Frederick Michael Keroff, M.D., FACEP
14050 NW 14 Street, Suite 190
Ft. Lauderdale, Florida 33327-4460
Telephone: (954) 475-1300 Ext. 2912
Telecopier: (954) 838-0281

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. Should any provision, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

VII.

OWNERSHIP OF DOCUMENTS

A. All documents developed by CONSULTANT under this Agreement shall be delivered to CITY by said CONSULTANT upon completion of the services required pursuant to paragraph II hereof and shall become the property of CITY, without restriction or limitation on its use. CONSULTANT agrees that all documents maintained and generated pursuant to this contractual relationship between CITY and CONSULTANT shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

B. It is further understood by and between the parties that any information, writings, maps, contract documents, reports or any other matter whatsoever which is given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY and shall not be used by CONSULTANT for any other purposes whatsoever without the written consent of CITY.

VIII.

NONDELEGABLE

That the obligations undertaken by CONSULTANT pursuant to this Agreement shall not be delegated or assigned to any other person or firm other than Frederick

Michael Keroff, M.D., unless CITY shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

IX.

AUDIT RIGHTS

A. CITY reserves the right to audit the records of CONSULTANT, relating to this Agreement, at any time during the performance of this Agreement. Such audit shall be conducted at such time and in such matter so as to cause the least amount of disruption to CONSULTANT normal business activities.

B. CONSULTANT shall keep such records reasonably required to document and substantiate CONSULTANT's performance under this Agreement for the required retention period established by the Florida Public Records Law, if applicable or a minimum period of one (1) year after termination of this Agreement, whichever is longer, unless CONSULTANT is notified in writing by the City of the need to extend the retention period. The retention of such records and documents shall be at Contractor's expense.

C. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or one (1) year, whichever is longer, the records shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by City to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in the CONSULTANT's records shall be a basis for disallowance and recovery of any payment based upon such entry.

X.

AWARD OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

XI.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida.

XII.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

XIII.

CONFLICT OF INTEREST

A. CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities, (on behalf of the City), in connection with this Agreement has any personal financial interests, direct or indirect, with CONSULTANT. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT or its employees, must be disclosed in writing to CITY.

B. CONSULTANT is aware of the conflict of interest laws of the City of Hialeah, particularly Hialeah Code, ch. 26, Art I and II; Miami-Dade County, particularly Code of Miami-Dade County §§ 2-11.1 et. seq.; the State of Florida, particularly Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respects with those provisions.

XIV.

INDEPENDENT CONTRACTOR

CONSULTANT and its employees, representatives and agents, including the individuals assigned to the City, shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. The CONSULTANT, its employees, representatives and agents shall not be deemed to be entitled to the Florida Workers' Compensation benefits as an employee of City. This Agreement is not intended, nor shall it be construed, to create third party beneficiary rights in any person or entity unless expressly otherwise provided. The CONSULTANT shall have no right, power or authority to (a) enter into an agreement or accept an engagement on behalf of the City; (b) incur any expense or other obligation for which the City would or might be responsible; or (c) bind the City in any promise, statement, representation or commitment unless specifically provided for in this Agreement.

XV.

TERMINATION OF CONTRACT WITHOUT CAUSE

Either party may terminate this Agreement, without cause, with sixty (60) days prior written notice to the other party. The CONSULTANT shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case,

however, will CITY pay CONSULTANT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between CITY and CONSULTANT that any payment made herein to CONSULTANT shall be made only if said CONSULTANT is not in default under the terms of this Agreement. If CONSULTANT is in default, then CITY shall in no way be obligated and has the right to withhold or offset any sum owed to the CONSULTANT until the default is cured or the City's claim is settled.

XVI.

TERMINATION WITH CAUSE

The City may terminate this Agreement for cause. Termination for cause shall include the following events or actions:

a) Failure to comply and/or perform in accordance with this Agreement;

b) Filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors;

c) Being adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it; and

If the CONSULTANT causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after fifteen (15) days written notice provided to the CONSULTANT by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

XVII.

NONDISCRIMINATION

CONSULTANT agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

Furthermore, that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XVIII.

CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

XIX.

ENTIRE AGREEMENT

This Agreement and its attachments, if any, constitute the sole and only Agreement of the parties hereto relating to said grant and correctly sets for the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

XX.

AMENDMENTS

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

XXI.

INDEMNIFICATION

A. In consideration of the payment described above, and for other good and valuable consideration, CONSULTANT, for itself, its successors, assigns, directors, officers, employees and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all claims of whatsoever nature or kind, suits, causes of action (whether in contract or tort, statutory, equitable or at common law), damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, including but not limited to any claim for personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind, arising out of, resulting from, or relating to the CONSULTANT's performance of its responsibilities under this Agreement, including any and all claims that any individual assigned to the City pursuant to the terms of this Agreement may have now or in the future.

B. Subject to the limitations of Florida Statutes, §768.28, the CITY shall indemnify and save CONSULTANT harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of CITY's negligent activities under this Agreement, including all other acts or omissions to act on the part of CITY, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue/P.O. Box 11-0040
Hialeah, Florida 33011-0040

Attest:

Authorized signature on behalf of
the City of Hialeah, Florida

Marbelys Fatjo
Acting City Clerk

Mayor Carlos Hernandez Date

(SEAL)

Approved as to form and legal sufficiency:

Lorena E. Bravo
Acting City Attorney

INPHYNET Contracting Services, Inc.
14050 NW 14 Street, Suite 190
Ft. Lauderdale, Florida 33327-4460
Telephone: (954) 475-1300 Ext. 2912
Telecopier: (954) 838-0281

Attest:

Assistant Corporate Secretary

Oct 29, 2014

Neil J. Principe, M.D. Date
President Frederick Kreoff, MD

(SEAL)

THOMAS K. POBGEE
Typed/printed name

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