

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made and entered into this 6th day of November, 2019 by and between the City of Riviera Beach (CITY) and InPhyNet Contracting Services, LLC, d/b/a TEAMHealth Southeast, whose address is 14050 Northwest 14th Street, Suite 190, Fort Lauderdale, Florida 33323.

The CITY and TEAMHealth Southeast, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: MEDICAL DIRECTOR

1.1 TEAMHealth Southeast is the employer of Jason Sevald, M.D. Dr. Sevald shall act as the Medical Director for the CITY on behalf of TEAMHealth Southeast.

ARTICLE 2: SERVICES

TEAMHealth Southeast, through its Medical Director shall provide services as an independent contractor as specified or indicated in Florida Statutes Chapter 401, Florida Administrative Code 64J-1.004, and as provided herein. Those services shall include, but not be limited to the following:

2.1 MEDICAL DIRECTOR shall be the sole Medical Director of Emergency Medical Services for the CITY. MEDICAL DIRECTOR may designate another qualified medical doctor (as per Florida Statutes) to serve as acting Medical Director in periods of his absence. The CITY must be notified in writing at least seven (7) days in advance of such periods.

2.2 MEDICAL DIRECTOR shall be directly responsible to the CITY's Fire Chief. Administrative control of the CITY's emergency medical services will remain vested in the Fire Chief. MEDICAL DIRECTOR shall report directly to the CITY's Fire Chief on all matters pertaining to the CITY's emergency medical services.

2.3 MEDICAL DIRECTOR or his designee will be available 24 hours a day by telecommunications and provide a 24-hour contact number.

2.4 MEDICAL DIRECTOR shall comply with all state, county, and Department of Health regulations regarding emergency medical direction, advanced life support, basic life support, and emergency medical services.

2.5 MEDICAL DIRECTOR solely maintains the right to set all standards and protocols regarding patient care including but not limited to determination of any employee's eligibility to perform patient care under the direction of Medical Director.

2.6 MEDICAL DIRECTOR shall oversee and provide medical direction for the paramedics, emergency medical technicians, and lifeguards working for the CITY, and the Emergency Medical Dispatch program.

2.7 MEDICAL DIRECTOR shall develop and review standing orders and protocols. MEDICAL DIRECTOR is responsible for the medical correctness of any standing orders that he authorizes for use by the CITY'S paramedics, emergency medical technicians, lifeguards, and emergency medical dispatch.

2.8 MEDICAL DIRECTOR shall develop and review transport policies (including trauma) and recommend any changes necessary for such policies to conform to applicable medical standards for triage.

2.9 MEDICAL DIRECTOR will oversee and approve a continuing medical education program for paramedics and emergency medical technicians under his supervision.

2.10 MEDICAL DIRECTOR shall oversee and approve a medical quality improvement program for emergency medical services provided by the CITY. The program shall include, but not limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedures.

2.11 MEDICAL DIRECTOR shall conduct direct field observation by participating as a crewmember on an EMS vehicle a minimum of 4 hours per quarter, for a total of 16 hours per year.

2.12 MEDICAL DIRECTOR shall review and approve security procedures for medications, fluids, and controlled substances maintained by the CITY.

ARTICLE 3: CONTRACT TIME

3.1 The term of this Agreement shall be from November 6, 2019, through November 5, 2021

3.2 This Agreement may be terminated immediately for breach of any covenants contained herein.

3.3 Except as provided in section 3.2, either party may terminate this agreement for any reason upon providing 30 days notice to the other party.

3.4 All notices hereunder shall be in writing and delivered in person, by telecopy or by certified mail to the following:

MEDICAL DIRECTOR
Jason Sevald, M.D.

TEAMHealth Southeast
14050 Northwest 14th Street,

8691 Man-O-War Road
Palm Beach Gardens, FL 33418

Suite 190
Ft. Lauderdale, Florida 33323

FIRE CHIEF
City of Riviera Beach Fire Rescue
600 West Blue Heron Boulevard Riviera
Beach, FL 33404

Either party may change its notice address by providing the other written notice as set forth above.

ARTICLE 4: CONTRACT PRICE

4.1 CITY shall pay TEAMHealth Southeast for performance of work by MEDICAL DIRECTOR in accordance with this agreement in the amount of \$2,500.00 per month.

4.2 CITY shall provide clerical, administrative material and any necessary support to allow MEDICAL DIRECTOR to carry out duties as outlined in this Agreement.

ARTICLE 5: PAYMENT PROCEDURES

5.1 TEAMHealth Southeast shall receive compensation in the amount of \$2,500 per month during the agreement, commencing October 8, 2016. All payments are due the 10th of each month.

ARTICLE 6: MEDICAL DIRECTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, MEDICAL DIRECTOR makes the following representations:

6.1 MEDICAL DIRECTOR has familiarized himself with the nature and extent of the work, locality, and with all local conditions and federal, State and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of work.

6.2 MEDICAL DIRECTOR is properly licensed in the State of Florida.

6.3 MEDICAL DIRECTOR is certified in Advanced Cardiac Life Support and is Board Certified in Emergency Medicine. (ABEM, BCEM, AOBEM)

6.4 MEDICAL DIRECTOR maintains official privilege and affiliation with at least one hospital serving Palm Beach County.

ARTICLE 7: ENTIRETY OF AGREEMENT

This Agreement represents the entire written understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

ARTICLE 8: MISCELLANEOUS

8.1 No assignments by a party hereto of any rights under or interests in this agreement will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect. This includes, but without limitation, to monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

8.2 To the fullest extent permitted by law, TEAMHealth Southeast shall indemnify by insurance or otherwise hold harmless and defend (provide and pay for legal defense) the CITY, and each of their officers, agents, and employees from and against all claims, damages, losses, expenses and other costs, and costs and attorney's fees on appeal arising directly out of or resulting from or in connection with the performance of the work, both on and off the job, provided that any of the foregoing is attributed to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), or caused by any act or omission of MEDICAL DIRECTOR or indemnification against anyone directly or indirectly employed by TEAMHealth Southeast. Nothing in this provision shall be constructed as consent by the parties to be sued, nor as a waiver of the CITY'S sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

8.3 CITY and MEDICAL DIRECTOR each binds itself, any partners, successors, assigns and legal representatives to the other party hereto, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained herein.

8.4 TEAMHealth Southeast shall provide Medical Professional Liability Insurance in the amount of one million dollars per occurrence and three million dollars per annual aggregate, for MEDICAL DIRECTOR'S services pursuant to this Agreement and shall provide documentation to the CITY.

ARTICLE 9: AVAILABILITY OF FUNDS

The CITY’S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 10: RECORD KEEPING

All records relating to this Agreement shall be kept for three years after the termination of this Agreement and TEAMHealth shall allow access to its records during normal business hours and upon reasonable advance requests of the CITY, its employees and agents.

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

MEDICAL DIRECTOR

BY:

BY: _____

RONNIE FELDER

JASON SEVALD

MAYOR

TEAMHEALTH SOUTHEAST
MEDICAL DIRECTOR

ATTEST:

(SEAL)

BY: CLAUDENE L. ANTHONY, CMC TEAMHEALTH SOUTHEAST DESIGNEE
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
DAWN S. WYNN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
JOHN CURD
INTERIM FIRE CHIEF

DATE: _____

Purchasing Dept. initials