

Regular Workshop – September 21, 2015
Agenda Item 7
Consent Item

Agenda Item: Medical Director Contract Renewal

Presenter: Paul Dezzi, Fire Chief

Summary: The term of this Agreement shall be for a period of 36 months commencing October 1, 2015, and terminating September 30, 2018. Compensation shall be paid in 3 installments (January 1st of each calendar year) in the amount of \$27,318 each (a 3% increase). A COLA will be included in years 2 and/or 3, equal to the COLA (if adopted and awarded) to the other Town employees.

Attachments: 7-9-15 Memo, Fire Chief to Town Manager;
Proposed Agreement for Director of Emergency Medical
Service Systems

Recommended
Action: Approval of the Consent Agenda will forward renewal of
Medical Director's Contract to the September 28, 2015
Special Meeting for formal action.



L O N G B O A T K E Y F I R E R E S C U E
M E M O R A N D U M

DATE: July 9, 2015

TO: Dave Bullock, Town Manager
FROM: Paul Dezzi, Fire Chief
SUBJECT: Medical Director Contract

Florida Statutes, Chapter 401, and Florida Administrative Code 64-J, requires that Emergency Medical Services (EMS) providers retain a licensed physician as Medical Director.

Dr. Steven R. Newman has been Medical Director for Longboat Key Fire Rescue since 1984, and has supervised and accepted direct responsibility for the medical performance of all Town of Longboat Key EMT and Paramedics. He is on-call for medical direction 365 days a year, 24 hours a day. He develops medically correct protocols which permit specified Basic and Advanced Life Support procedures and is responsible for continuing quality assurance. He reviews and approves the EMT/Paramedic educational program as required by the State of Florida for recertification.

The term of this proposed Agreement is for a period of 36 months commencing 10/1/15 and terminating 9/30/18. The compensation of \$27,318 (a 3% increase) is to be paid annually (each January). It includes a COLA in years 2 and/or 3 which will be equal (if adopted and awarded) to the other employees of the Town of Longboat Key. The proposed contract has been reviewed and approved by Maggie Mooney-Portale, Town Attorney.

The excellent relationship Dr. Newman has had with the Town of Longboat Key and Longboat Key Fire Rescue over the past many years and the outstanding services he has provided, directly benefit the citizens and visitors of Longboat Key. With his record of exceptional service and for the continuity of our medical direction, I highly recommend that the Town Commission approve and execute this proposed contract for EMS Medical Direction.

Attachments

cc: Maggie Mooney-Portale, Town Attorney

**AGREEMENT FOR
DIRECTOR OF EMERGENCY MEDICAL SERVICE SYSTEMS**

WHEREAS, Chapter 401, Florida Statutes, and Florida Administrative Code 64-J, adopted pursuant thereto, require the appointment of a licensed physician as Medical Director for emergency medical service systems;

WHEREAS, Steven R. Newman, M.D., P.A. (NEWMAN) has performed this function for the Town of Longboat Key (the TOWN) since July 1, 1984;

WHEREAS, the TOWN and NEWMAN currently have a contractual relationship regarding rendering of the services described below;

WHEREAS, the Town hereby ratifies and confirms the current agreement; and

WHEREAS, the TOWN requests NEWMAN to provide, and NEWMAN agrees to perform, the services as provided below to the TOWN as EMS Medical Director.

NOW THEREFORE, in consideration of these premises and the mutual covenants by and between STEVEN R. NEWMAN, M.D., PA., (hereinafter called NEWMAN), and the TOWN OF LONGBOAT KEY, Florida, (hereinafter called TOWN) the receipt and sufficiency of which is hereby agreed upon, the TOWN agrees to employ NEWMAN as Medical Director and NEWMAN agrees to accept the appointment as Medical Director for Longboat Key Fire Rescue, upon the following terms and conditions:

1. The TOWN hereby appoints NEWMAN as Medical Director for Longboat Key Fire Rescue.
 - a) The term of this Agreement shall be for a period of thirty-six (36) months commencing October 1, 2015, and terminating September 30, 2018.

b) As compensation to NEWMAN for services rendered herein, the TOWN shall pay NEWMAN annual compensation as follows in Section 1. (c), with an annual Cost of Living Adjustment (COLA) in years two and/or three added to the previous base compensation for a percentage equal to the COLA adopted and awarded to employees of the Town of Longboat Key in said respective year. If no COLA is awarded in years two and/or three of the Agreement, the annual compensation will remain the same as the previous year.

c) Compensation shall be paid in three (3) installments as follows:

| | | |
|----------------|-------------------------|--|
| Installment #1 | \$27,318 | Due on or after January 1, 2016 (3% increase) |
| Installment #2 | Per Section 1.(b) above | Due on or after January 1, 2017 |
| Installment #3 | Per Section 1.(b) above | Due on or after January 1, 2018 |

2. NEWMAN accepts the appointment as Medical Director and agrees to provide the services to Longboat Key Fire Rescue which shall include the performance of the duties of Medical Director and to perform the services set forth in Chapter 401, Florida Statutes, and Florida Administrative Code 64-J. NEWMAN further agrees to provide the following services:

- a) Supervise and accept direct responsibility for the medical performance of paramedics and emergency medical technicians employed by the TOWN; and
- b) Develop medically correct standing orders and protocols which permit specified Advanced Life Support (ALS) and Basic Life Support (BLS) procedures when communications cannot be established with a supervising physician or when any delay in patient care would threaten the life or health of a patient; and
- c) Provide off-line medical direction to resolve problems, system conflicts and provide services in an emergency as that term is defined by Section 252.34(3), Florida Statutes, and
- d) Review and approve an emergency medical technician and paramedic continuing education program as required by the State of Florida for recertification; and

- e) Notify Longboat Key Fire Department when a designee medical director has been assigned pursuant to paragraph 5 of this Agreement. NEWMAN shall arrange for such coverage and supply a stipend to the designated physician with no financial obligation to the TOWN.
- 3. NEWMAN shall perform the duties described herein in a prompt and professional manner.
- 4. The parties hereby consent and agree that the TOWN is not waiving the defense of sovereign immunity, the limits of liability of the TOWN, or other sovereign immunity protections, all as provided in Section 768.28, Florida Statutes. The TOWN agrees to provide liability coverage in the amount of Two Million Dollars (\$2,000,000.00) with a minimum of two years of tail coverage at no cost to NEWMAN.
- 5. NEWMAN or his designee shall be available for medical direction (including but not limited to response to major medical emergencies, protocol interpretation, disaster management, or community health issues) 7 days a week and 24 hours per day.
- 6. This is a contract for personal services and shall not be assigned without the written consent of the TOWN.
- 7. This writing, together with the laws and rules applicable thereto, constitute the entire contract between the TOWN and NEWMAN, any verbal understanding or statements to the contrary notwithstanding.
- 8. No changes in this contract shall be binding unless in writing and signed by the parties. The Town Manager is authorized to amend this agreement on behalf of the TOWN so long as the budgetary amounts have been lawfully approved. Either party to the contract may cancel it upon ninety (90) days notice in writing to the other party.
- 9. Either party to this contract may terminate this agreement without cause by giving the other party no less than 365 days written notice. Either party to this contract may terminate this

agreement for cause by giving the other party no less than 30 days written notice. Upon termination, NEWMAN shall be entitled to receive compensation only to the date of termination and the compensation for that fiscal year shall be prorated.

10. NEWMAN's records associated with this contract and/or any records made or received by NEWMAN from the TOWN may be subject to Florida's public records laws, Section 119.01, F.S., *et seq*, as amended from time to time. To the extent such records are a public record that are not otherwise exempt or immune under applicable state or federal laws, NEWMAN shall comply with all public records requirements provided for in such laws. This shall include the obligation to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all applicable public records to the Town at the conclusion of the contract, as provided for in Section 119.0701, F.S.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2015.

STEVEN R. NEWMAN, M.D., P.A.

Witness as to NEWMAN:

Steven R. Newman, M.D., P.A.

(Signature)

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

(Date)

TOWN OF LONGBOAT KEY

ATTEST:

Trish Granger, Town Clerk

Date: _____

TOWN OF LONGBOAT KEY

By: _____
David R. Bullock, Town Manager

Date: _____

APPROVED AS TO FORM:

Maggie Mooney-Portale, Town Attorney



End of Agenda Item