RESOLUTION NO. 15-09-87

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION OF AND AGREEMENT WITH PROFESSIONAL EMERGENCY SERVICES, INC. FOR MEDICAL DIRECTOR SERVICES TO THE VILLAGE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) prepared and advertised a Request for Proposals for EMS Medical Director Services (RFP-15-08) (the “RFP”), a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Village Manager created an RFP Review Committee (the “Committee”) to review the proposals and make recommendations to the Village Council for the selection of responsive proposals; and

WHEREAS, the Committee reviewed the two (2) proposals received and utilizing the evaluation and scoring criteria set forth in the RFP, and as set forth in the attached Exhibit “B”; and

WHEREAS, Professional Emergency Services, Inc. received the highest score from the Committee; and

WHEREAS, since July 2001, the Village has engaged the services of Professional Emergency Services, Inc. and knows the firm to be knowledgeable, competent, reliable and effective; and

WHEREAS, the Village Attorney has prepared an Agreement for Medical Director Services (the “Agreement”) attached hereto as Exhibit “C”; and

WHEREAS, Professional Emergency Services, Inc. has agreed to provide the Medical
Director services set forth in the Agreement and at the rate of compensation set forth in the Agreement; and

**WHEREAS**, the Village Council finds that approval of the selection of Professional Emergency Services, Inc. and the Agreement for Medical Director Services is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Selection.** The Village Council of Islamorada, Village of Islands, hereby approves the selection of Professional Emergency Services, Inc. to perform the services outlined in RFP-15-08, as set forth in Exhibit “A” attached hereto.

**Section 3. Approval of Agreement.** The Village Council hereby approves the Agreement for Medical Director Services, a copy of which is attached as Exhibit “C”, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

**Section 4. Authorization of Village Officials.** The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.
Section 6. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON THIS 10th DAY OF SEPTEMBER, 2015.

Motion to adopt by Councilman Chris Sante; second by Vice Mayor Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Mike Forster YES
Vice Mayor Deb Gillis YES
Councilman Jim Mooney YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
REQUEST FOR PROPOSALS
for
EMS MEDICAL DIRECTOR, (RFP-15-08)

JULY 15, 2015
Prospective proposers shall not contact or otherwise communicate with Village staff or officials regarding this RFP, except as follows. Inquiries, clarifications or requests for interpretation of the RFP documents shall be made in writing to the Village’s Procurement and Grants Administrator, Ana Hernandez, no later than 12:00 p.m. EST on July 24, 2015, by mail to Islamorada, Village
1. Become active with the Florida Association of Emergency Medical Services Medical Directors within six (6) months of contract signing.

2. Meet at the IFR stations a minimum of once per month. These meetings may involve the Fire Chief, Chief of Operations, Training, and EMS to discuss the overall department and the Village's EMS issues.

3. Be available for annual comprehensive review of EMS Standing Orders, Trauma

The selected Medical Director must be available to participate in the following meetings:

1. Become active with the Florida Association of Emergency Medical Services Medical Directors within six (6) months of contract signing.

2. Meet at the IFR stations a minimum of once per month. These meetings may involve the Fire Chief, Chief of Operations, Training, and EMS to discuss the overall department and the Village's EMS issues.

3. Be available for annual comprehensive review of EMS Standing Orders, Trauma

B. Time Commitment.

The selected Medical Director must be available to participate in the following meetings:

1. Become active with the Florida Association of Emergency Medical Services Medical Directors within six (6) months of contract signing.

2. Meet at the IFR stations a minimum of once per month. These meetings may involve the Fire Chief, Chief of Operations, Training, and EMS to discuss the overall department and the Village's EMS issues.

3. Be available for annual comprehensive review of EMS Standing Orders, Trauma

4. Be required to meet quarterly with area Emergency Department Directors and Hospital Administrators in regard to pre-hospital care and EMS users, commonly referred to as EMS Users Group.

C. Duties and Responsibilities:

Professional services, duties and responsibilities of the selected Medical Director will be to:

1. Supervise and accept direct responsibilities for the medical performance of the paramedics and EMTs working for IFR. Medical director will retain the ultimate authority to permit and/or prohibit any paramedic or EMT to use advanced life support or other emergency medical procedures. The area of responsibility will include, but not be limited to, on-duty field personnel, on-duty command personnel, on-call personnel and volunteer personnel.

2. Continually evaluate the medical capability of the paramedics and EMTs of IFR and offer advice regarding the appropriate levels and standards of care that should be achieved. This evaluation will be accomplished through written testing, performance-based testing, and direct observation during patient transport and treatment events.

3. Develop medically correct EMS Protocols that permit specified ALS procedures to be used when field paramedics cannot establish communication with the medical director, or when a delay in patient care would potentially threaten the life or health of the patient.

4. Annually review the EMS Protocols for accuracy within local, state, and federal standards of care guidelines. To accept responsibility for the medical correctness of any standing order that he/she authorizes for use and for properly instructing regarding the correct use of the Protocols.

5. Develop EMS Protocols that ensure the transport of patients to facilities that offer a type of level of care appropriate to the patient’s condition (e.g. Trauma Transport Protocol).

6. Develop medically correct EMS Protocols, which permit EMTs to perform specified advanced BLS procedures. These procedures will include but not limited to, normal day to day BLS functions, automatic/semiautomatic defibrillation, esophageal intubation, and interfacility monitoring.

7. Prepare and maintain a written document that outlines any deviations to the Trauma Transport Protocol including the circumstances and Medical Director’s opinion.

8. Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances, and accept responsibility that the security procedures meet Chapters 499 and 893, F.S. and 64J-2 F.A.C.

9. Ensure that all EMT’s and paramedics in the system are trained in the use of the trauma scorecard methodology as provided in Section 64J-2 F.A.C.

10. Develop and/or approve a forty (40) hour EMT and forty (40) hour paramedic refresher course for the biennial certification process, which is based on the 24/48 shift, worked by field personnel, consisting of six (6) hours per month, every month for the length of the contract.

11. Develop and/or approve other selected topics as required by local, state, and federal laws, (e.g. communicable diseases, SIDS, etc.).
12. Develop and/or participate in patient care Quality Assurance program to assess the medical performance of paramedics and EMTs. Auditing of personnel will include but not be limited to a prompt run report review, direct observation on emergency scenes as well as on transport units and comparison of performance standards for drugs, equipment, protocols, and procedures.

13. Conduct periodic review sessions with IFR personnel in regards to medical management of individual medical cases.

14. Recommend and/or approve equipment, medication and Protocols that meet or exceed Section 64J F.A.C.

15. Provide the system with continuous on-line medical control twenty four (24) hours per day, seven (7) days per week, which shall include medical direction to personnel, resolve system conflicts and provide services in an emergency as defined in Section 252.34 (3).

16. Establish an emergency administrative call schedule in which an appointed physician will be on call during periods of vacations, holidays, and other occasions where the Medical Director may be unavailable for consultation/direction.

17. Develop and maintain a system to review and evaluate new medications, EMS equipment and innovative EMS patient care modalities for possible implementations; potentially improving patient care to IFR.

18. Review emergency medical procedures for possible elimination of medications, equipment and treatment modalities that no longer provide effective and efficient care and treatment for emergency patients.

19. Maintain relationships/agreements with receiving facilities for treatment and transport of stroke, STEMI and trauma patients to receiving facilities.

I. PROPOSAL SUBMISSION

To be eligible for consideration, interested individuals must submit one (1) original printed Proposal, five (5) printed copies and one (1) electronic copy on CD. The CD should be exactly identical to what is presented in the original hardcopy Proposal and should be labeled “Proposal for EMS Medical Director.” The Proposal should be a single PDF (.pdf) file, including all attachments, in a format that enables word searches to the maximum extent possible. Forms and/or documents requiring signatures should be scanned and merged into the Proposal PDF file.

It is the sole responsibility of the Proposer to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

All costs of preparation of Proposal Documents will be borne by the Proposer.

This RFP does not constitute an offer of employment or contract for services.

Sealed Proposals must be submitted by certified mail or in person to:

Kelly Toth, Village Clerk
Administration and Public Safety Headquarters
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036
Proposals are due no later than 12:00 p.m. EST on July 31, 2015. Proposals will be opened immediately thereafter.

Submission of a Proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Village and the individual selected.

II. PROPOSAL CONTENT

Proposals must contain the following information:

A. Cover Page
   Identify the RFP number and title; the proposer’s name, address, telephone number and the date of the Proposal.

B. Transmittal Letter
   Briefly state the Proposer’s understanding of the services to be performed, the commitment to perform the services within the time period specified and a statement explaining why the proposer believes itself to be the best qualified to perform the services. The transmittal letter must be signed by the proposer.

C. Medical Qualification
   Various licenses and certifications that pertain to the qualifications listed in this RFP.

D. Relevant Experience
   Experience gained in an EMS system where the proposer has been responsible as a Physician or Medical Director for a similar size or larger EMS agency.

E. Annual Fee for Service
   Proposer will list the annual cost to provide service as a Medical Director for IFR. Fee should include compensation for all tasks identified in the proposal, including but not limited to travel costs, transportation, fringe benefits, clerical support, salary, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.

F. Commitment to Clinical Performance
   Based on a written statement from the proposer outlining plans on system improvement, design, and EMS Protocols specific to the Village.

G. References
   Provide at least five (5) references from associates who will attest to the proposer’s RELEVANT EXPERTISE. References shall include names and contact information. The Village reserves the right to contact any and all references pertaining to this solicitation and related proposal.

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers
must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

Prospective proposers shall not contact or otherwise communicate with Village staff or officials regarding this RFP, except as follows. Inquiries and requests for clarification and/or interpretation of the RFP documents must be submitted on or before 12:00 pm EST on July 24, 2015. Inquiries and requests made after this date and time will not be responded to. Inquiries and requests for clarification and/or interpretation shall be made in writing to:

Ana Hernandez, Procurement and Grants Administrator
Administration and Public Safety Headquarters
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036
Email: ana.hernandez@islamorada.fl.us

No person is authorized to give oral interpretations of, or make oral changes to, this RFP. The issuance of a written Addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given. Written Addenda shall be issued when changes, clarifications or amendments to the RFP documents are deemed necessary. All Addenda shall be posted online at www.demandstar.com, on the Village’s website at http://www.islamorada.fl.us/, and shall be available for inspection by the Village Clerk at the Village Administrative Center and Public Safety Headquarters, 86800 Overseas Hwy, 3rd Floor, Islamorada, Florida, 33036.

III. EVALUATION AND SELECTION OF PROPOSALS

Proposals submitted will be evaluated and scored by the review and selection committee, appointed by the Village Manager, based on the information outlined above and using the point formula described below.

Proposers should note that five (5) points will be awarded to local proposer as described in Section 2-327(e) of the Village Code of Ordinances. Proposers must strictly follow the requirements of Section 2-327(e), Village Code of Ordinances in order to receive such preference and points. Village Ordinance 2-327(e) is attached as Exhibit A, and made a part of this RFP.

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Qualification/Relevant Experience</td>
<td>25</td>
</tr>
<tr>
<td>Cost of Services to the Village</td>
<td>20</td>
</tr>
<tr>
<td>Commitment to clinical performance/Business Plan</td>
<td>30</td>
</tr>
<tr>
<td>Physician Group Involvement</td>
<td>10</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Local Preference</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for Proposal unless clearly and specifically noted in the Proposal submitted and confirmed in the subsequent Agreement between the Village and the firm selected. The Village reserves the right without prejudice to reject any or all Proposals. The Village also reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.

***

REMAINDER OF PAGE LEFT INTENTIONALLY LEFT BLANK
Sec. 2-327. - Guidelines.
(2) Preference for local businesses
For purposes of this subsection, the term "local business" shall mean the following:
(a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and
(b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
(c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and
(d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.
(e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.
(f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.

(3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.
(4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.
(5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.

(6) Penalties:

(a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:

   (1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and
   (2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.

(b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.

(c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.
APPENDIX B

REQUIRED INSURANCE

Proposer to the RFP shall, at their own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional Liability policy, Proposer shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Proposer shall furnish the Village with:

(a) A fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village’s council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Proposer shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Proposer shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

Workers’ Compensation/Employer’s Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

<table>
<thead>
<tr>
<th>Part One:</th>
<th>&quot;Statutory&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000.00</td>
<td>Each Accident</td>
</tr>
<tr>
<td>$1,000,000.00</td>
<td>Disease – Policy Limit</td>
</tr>
<tr>
<td>$1,000,000.00</td>
<td>Disease – Each Employee</td>
</tr>
</tbody>
</table>

The Workers’ Compensation Policy must be endorsed to waive the insurer’s right to subrogate against the Village, and its members, officials, officers and employees in the manner which
would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

**Automobile Liability Insurance**
Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

<table>
<thead>
<tr>
<th>Each Occurrence – Bodily Injury and Property Damage Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

**Professional Liability Insurance**
Such insurance shall be on a form acceptable to the Village and shall cover Proposer for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

<table>
<thead>
<tr>
<th>Each Claim</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

The insurance provided by Proposer shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Proposer.

Except where prior written approval has been obtained hereunder, the insurance maintained by Proposer shall apply on a first dollar basis without application of a deductible or self-insured retention. Proposer shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Proposer. Any remedy provided to the Village by the insurance provided by Proposer shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Proposer) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Proposer shall relieve Proposer from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   Islamorada, Village of Islands
   86800 Overseas Highway, 3rd Floor

Page 12 of 13
2. **Additional Insured for Commercial General Liability**
Islamorada, Village of Islands and its Council members, officials, officers and employees.
Islamorada, Village of Islands
Request for Proposals for EMS Medical Director
Scores and Ranking of the RFP Review Committee (RFP 15-08)

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Terry Abel</th>
<th>John Sutter</th>
<th>Jason Lyman</th>
<th>Anthony Barrios</th>
<th>Charlie Martin</th>
<th>Anita Muxo</th>
<th>Kyle McLeod</th>
<th>Total</th>
<th>Rank</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>TGM Medical Corp./Dr. Thomas Morrison</td>
<td>73</td>
<td>47</td>
<td>64</td>
<td>68</td>
<td>34</td>
<td>29</td>
<td>41</td>
<td>356</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Professional Emergency Services, Inc./Dr. Sandra Schwemmer</td>
<td>97</td>
<td>83</td>
<td>100</td>
<td>94</td>
<td>45</td>
<td>90</td>
<td>100</td>
<td>609</td>
<td>1</td>
<td>Selected for Recommendation to the Village Council</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

PROFESSIONAL EMERGENCY SERVICES, INC.

FOR MEDICAL DIRECTOR SERVICES

This is an Agreement between Islamorada, Village of Islands, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as the "VILLAGE"

AND

Professional Emergency Services, Inc. (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 10 High Point Road, Tavernier, FL 33070 and who is represented by Dr. Sandra Schwemmer.

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, the VILLAGE, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the VILLAGE'S "MEDICAL DIRECTOR", also referred to as the "FIRE DEPARTMENT PHYSICIAN"; and

WHEREAS, the VILLAGE prepared and advertised a Request for Proposals ("RFQ 15-08") for EMS Medical Director Services, (RFP-15-08), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the VILLAGE and the VILLAGE desires to utilize the services of the CONSULTANT; and

WHEREAS, on September 10, 2015, the VILLAGE accepted the proposal from CONSULTANT and authorized the proper VILLAGE officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, the VILLAGE and the CONSULTANT agree as follows:
ARTICLE I

SCOPE OF SERVICES

1.1 Under the direction of the Fire Chief, and as defined in Florida Administrative Code. Chapter 64E-2.004, Medical Direction, the CONSULTANT shall perform the services of Medical Director for the VILLAGE'S Fire Rescue/Emergency Medical Services Department as more particularly set forth herein.

1.1.1 Under the direction of the Fire Chief, advise, consult, train, and counsel the Village’s emergency medical services system, overseeing appropriate quality assurance, but not including administration and managerial functions.

1.1.2 Develop medically correct standing orders or protocols that permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.

1.1.3 Issue standing orders and protocols to the VILLAGE to ensure that the VILLAGE transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region.

1.1.4 Assist and advise in the development of a comprehensive plan for prompt medical review of all possible infectious exposures reported by Village of Islamorada EMS and firefighter personnel and for post-exposure medical follow-up when indicated, in compliance with State and Federal requirements. Assist in the training of the individual EMS and firefighters regarding the exposure policy. The Medical Director or designee, shall be available for consultations with field personnel to determine the significance of any bodily fluid exposure and to suggest appropriate action for such an exposure.

1.1.5 Provide continuous 24-hour-per-day, 7-day-per-week medical direction, which shall include in addition to the development of protocols and standing orders, direction to VILLAGE personnel as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3) Florida Statutes.

1.1.6 Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics and Emergency Medical Technicians ("EMTs").

1.1.7 Audit the performance of system personnel by use of a quality assurance program to include but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

1.1.8 Participate as appropriate in any other quality assurance program developed by the Department.
1.1.9 Possess a DEA registration, to provide controlled substances to the VILLAGE. DEA registration shall include the address at which controlled substances are stored. Proof of such registration shall be maintained on file with the VILLAGE and shall be readily available for inspection. The Village will forward all renewal documents as received to Medical Director to assure continuous registration and will reimburse Medical Director for cost of such registration.

1.1.10 Ensure and certify that security procedures for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statues, and Chapter 64F-12, Florida Administrative Code.

1.1.11 Assist and coordinate with the Fire Chief written operating procedures creating, authorizing and confirming adherence to rules and regulations regarding all aspects of the handling of medications, fluids and controlled substances by the VILLAGE.

1.1.12 Notify the Department of Health in writing, when applicable, of each substitution by the VILLAGE of equipment or medication.

1.1.13 Assume direct responsibility for the use by an EMT of an automatic or semiautomatic defibrillator, the performance of esophageal intubation by an EMT; and on routine inter-facility transports, the monitoring and maintenance of non-medicated IV's by an EMT. The Medical Director shall ensure that the EMT is trained to perform these procedures, shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph.

1.1.14 Review and approve a 30-hour EMT refresher course.

1.1.15 Complete a minimum of ten (10) hours per year of continuing medical education related to prehospital care or teaching or a combination of both.

1.1.16 Coordinate, approximately four (4) hours per month of in-service education to include classroom teaching and review of EMT and Paramedic performance.

ARTICLE 2

METHOD OF PAYMENT

2.1 The VILLAGE agrees to pay the CONSULTANT as full compensation for the services described in Article I a fee of $42,600.00 to be paid to the CONSULTANT in twelve equal monthly installments of $3,550.00. The CONSULTANT shall be entitled to a fee increase of five percent (5%) annually, during the term of this Agreement and subsequent renewal years hereunder if the Agreement is renewed under Article 6. This fee includes all costs and expenses of CONSULTANT.

2.2 The VILLAGE agrees that it will use its best efforts to pay the CONSULTANT within thirty (30) calendar days following the month in which the CONSULTANT'S services are rendered.
ARTICLE 3
DEFINITIONS

3.1 "Department" means the Department of Health and Rehabilitative Services.

3.2 "Emergency medical technician" or "EMT" means a person who is certified by the department to perform basic life support.

3.3 "Medical direction" means direct supervision by a physician through a two-way voice communication or, when such voice communication is unavailable, through established standing orders, pursuant to rules of the department.

3.4 "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.

3.5 "Paramedic" means a person who is certified by the Department to perform basic and advanced life support.

3.6 "Physician" means a practitioner who is licensed under the provisions of Chapter 458 or Chapter 459, Florida Statutes.

3.7 "Fire Department Physician" means a licensed doctor of medicine or osteopathy who has been designated by the fire department to provide professional expert in the areas of occupational safety and health as they relate to emergency services.

3.8 "Fire Chief" means the highest ranking officer in charge of fire rescue services.

ARTICLE 4
CONSULTANT OBLIGATIONS

4.1 In accordance with Section 401.265, Florida Statutes, and Rule 64E-2.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this Agreement a Florida license to practice medicine and shall maintain board certification in emergency medicine.

4.2 Dr. Sandra Schwemmer, D.O., FACOEP, FACEP of Professional Emergency Services, Inc., is designated as the Medical Director/Fire Department Physician for the Village. The Medical Director shall designate an Associate Medical Director who shall be available if the Medical Director is on vacation, sick or otherwise unavailable. The Associate Medical Director shall be subject to prior approval by the Village Manager or his designee.

4.3 Through the term of this Agreement, the Medical Director shall possess and maintain current registration as a Medical Director with the U.S. Department of Justice, Drug
5.1 The VILLAGE shall assist the CONSULTANT by placing at its disposal all available information pertinent to the services to be performed by the CONSULTANT.

5.2 The VILLAGE shall provide for the CONSULTANT'S use during the term of this Agreement, a Medical Director's identification badge, and appropriate administrative support services as approved by the Fire Chief.

ARTICLE 6
TERM

6.1 This Agreement shall commence on October 1, 2015, and shall continue through September 30, 2018, unless terminated earlier under Article 7. The VILLAGE shall have the option to renew this Agreement for two (2) additional one year terms subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days from the expiration date.
ARTICLE 7

TERMINATION

7.1 If through any cause the CONSULTANT fails to fulfill its obligations under this Agreement, the VILLAGE shall have the right to immediately terminate this Agreement upon providing written notice to the CONSULTANT.

7.2 This Agreement may be terminated by the VILLAGE without cause upon thirty (30) days written notice to the CONSULTANT. If the VILLAGE terminates without cause, the CONSULTANT shall be compensated for all services performed and approved by the VILLAGE prior to the termination date, provided that all property belonging to the VILLAGE is returned prior to release of final compensation to the CONSULTANT.

7.3 The CONSULTANT acknowledges that the VILLAGE is a bona fide governmental entity of the State of Florida with the VILLAGE’S fiscal year ending on September 30 of each calendar year. If the VILLAGE does not appropriate sufficient funds to purchase the services required under this Agreement for any of the VILLAGE’S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year for which sufficient funds for the services provided for under this Agreement were last appropriated by the VILLAGE. The VILLAGE shall not, in this event, be obligated to pay for services beyond said fiscal year.

ARTICLE 8

MISCELLANEOUS

8.1 Ownership of Documents/Deliverables. Any files, documents, studies, run reports, training curriculum and other data prepared by the CONSULTANT in connection with this Agreement are and shall remain the property of the VILLAGE, and shall be delivered to the VILLAGE no later than seven (7) days after termination of this Agreement. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
9.1.1 Professional and General Liability. The VILLAGE will provide professional and general liability insurance with minimum limits of $1,000,000.00 per occurrence for the term of this Agreement.
CONSULTANT during the term of this Agreement. The VILLAGE will maintain such professional and general liability insurance for a minimum of three (3) years from the date of termination of this Agreement.

9.1.2 The VILLAGE will provide such coverage to the CONSULTANT within thirty (30) days of the execution by the VILLAGE of this Agreement. The CONSULTANT will be responsible for the payment of any deductible and/or self-insured retentions in the event of a claim.

9.1.3 To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily sickness, diseases or death or damage or destruction of tangible personal property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CONSULTANT under this Agreement.

9.1.4 Representative of the VILLAGE. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the Fire Chief or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.1.5 All Prior Agreements Superseded. This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

9.1.6 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the VILLAGE:

Terry L. Abel, Fire Chief
Department of Fire Rescue and Emergency Management
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada, Florida 33036
Telephone: (305) 664-6490
Facsimile: (305) 852-5195
9.2 **Consent to Jurisdiction.** The parties irrevocably submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and unanimously agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Monroe County, Florida.

9.3 **Governing Law/Attorney’s Fees.** The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either the VILLAGE or the CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney’s fees.

9.4 **Headings.** Headings are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.5 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

9.6 **Severability.** If any provisions of this Agreement or its application to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those, as to which it shall have been invalid or unenforceable shall not be affected, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, authorized to execute same by the VILLAGE Council action on the 10th day of September, 2015, and by its duly authorized representative.

VILLAGE

By:  
Marta T. Aguilar
Village Manager

Date: 10/6/2015

ATTEST:

Kelly Torh, Village Clerk

APPROVED AS TO FORM
AND SUFFICIENCY:

Roget V. Bryan, Village Attorney

CONSULTANT

Name: Sandra Schuemmer
Title: President
Date: 9/25/15

Witnesses:

Print Name: Michael Sperry
Print Name: Isabel Covia