

Agenda Item #:

AGENDA ITEM SUMMARY

☒ [X]
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Submitted by: FIRE RESCUE

Date _____

Date _____

II. FISCAL IMPACT ANALYSIS

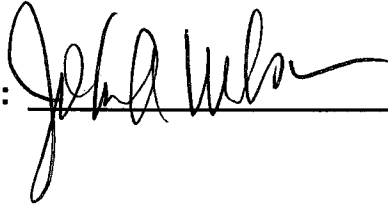
A. Five Year Summary of Fiscal Impact:

	Fiscal Years 2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>198,183</u>	<u>198,183</u>	<u>198,183</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>198,183</u>	 <u>198,183</u>	 <u>198,183</u>	 _____	 _____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____
Is Item Included in Current Budget?	Yes <u>X</u> No _____				
Budget Account No.:	Fund <u>1300</u>	Dept <u>440</u>	Unit <u>4215</u>	Rev. Source <u>3401</u>	
	Reporting Category _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:

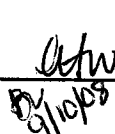

Source of funds is the Fire Rescue Main MSTU. The financial impact will be the annual expenditure of up to \$195,383.04 for professional services, \$2,500 for travel-related expenses and \$300 for subscription-related expenses for fiscal years 2009 through 2011, for a total contract cost of \$594,549.12.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><u>Atwillhite 9.10.08</u>  OFMB CN 9/14/08</p>	<p><u>Don J. Jacobs 9/12/08</u>  Contract Dev. and Control 9/12/08</p>
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B. Legal Sufficiency:

Sham Sumner 9-15-08

Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**PROFESSIONAL SERVICE AGREEMENT BETWEEN PALM BEACH COUNTY
AND DR. THOMAS H. MATESE, JR. FOR MEDICAL DIRECTOR SERVICES**

This Agreement is made as of the _____ day of _____, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Dr. Thomas H. Matese, JR., 106 Victorian Lane, Jupiter, Florida 33458, hereinafter referred to as the MEDICAL DIRECTOR.

In consideration of the mutual promises contained herein, the COUNTY and the MEDICAL DIRECTOR agree as follows:

ARTICLE 1 - SERVICES

The MEDICAL DIRECTOR'S responsibility under this Agreement is to provide professional services as Medical Director for Palm Beach County Fire Rescue in accordance with Chapter 401, Florida Statutes and Chapter 64E-2, Florida Administrative Code, Rules of the Department of Health, as more specifically set forth in the Scope of Work and Specifications detailed in Article 3.

ARTICLE 2 - SCHEDULE

The MEDICAL DIRECTOR shall commence services on October 1, 2008, and complete all services by September 30, 2011.

ARTICLE 3 - SCOPE OF WORK

The following shall outline responsibilities of the Fire Rescue MEDICAL DIRECTOR. This does not limit duties to the following requirements, which may be subject to revision/addition/deletion upon written agreement by both parties.

- A. Attend at least once quarterly a scheduled emergency medical service meeting where discussions will involve patient care, quality, mandated Paramedic and EMT training, Paramedic requirements, addition or deletion of equipment available to Paramedics and EMT's. Ample notice for all such meetings will be supplied by the Rescue Division.
- B. The MEDICAL DIRECTOR, will be available via radio or telephone communication on a 24 hour a day, 7 days per week basis for on line medical control. Notwithstanding anything to the contrary contained herein, the Medical Director may use reasonable discretion in determining the appropriateness of his response to calls.
- C. The MEDICAL DIRECTOR shall ride with Rescue Captains and/or rescue units a minimum of eight (8) hours per month to evaluate the skills and maintain a working relationship with EMT's, assigned Paramedics and probationary Paramedics. This ride time will be scheduled on a rotational basis, within the Battalions.
- D. The MEDICAL DIRECTOR shall actively participate in the Department's Quality Management

Program, including peer review committee meetings.

- E. As part of the Quality Management Program, the MEDICAL DIRECTOR shall assist the Department in obtaining patient outcome information from local hospitals.
- F. The MEDICAL DIRECTOR shall spend a minimum of one (1) hour per month in Dispatch/Medcom as observation time for Quality Management purposes.
- G. The MEDICAL DIRECTOR shall have a working knowledge of the Incident Command System and be part of the Dispatch Protocols followed by Palm Beach County Fire Rescue.
- H. At the discretion of the Chief of Rescue, the MEDICAL DIRECTOR shall assist in the development of protocols, policies and procedures as they relate to emergency service personnel and the delivery of Emergency Medical Services.
- I. At the discretion of the Chief of Rescue, the MEDICAL DIRECTOR shall participate in and direct Department Advanced Cardiac Life Support (ACLS) and Basic Trauma Life Support (BTLS) classes. The MEDICAL DIRECTOR shall, upon request of the Training Division, evaluate Palm Beach County Fire Rescue Emergency Medical Technicians and Paramedical personnel during training exercises. The MEDICAL DIRECTOR shall review and approve the content of EMS training for medical correctness at the request of the Chief of Rescue.
- J. The MEDICAL DIRECTOR shall be physically present in the Palm Beach County Fire Rescue Administrative offices on an as needed basis, in order to confer with the Chief of Rescue and other designated staff. All official meetings attended by the MEDICAL DIRECTOR which have been approved by the Chief of Rescue, will be recognized as part of the normal job duties of the MEDICAL DIRECTOR.
- K. As required under Chapter 401, Florida Statute and 64E-2, F.A.C., the MEDICAL DIRECTOR shall develop, review and authorize use of ALS and BLS protocols which allow personnel to properly manage medical emergencies. Such protocols shall be specific in nature and shall provide for managing immediately life-threatening medical emergencies. As required by Section 401.265 Florida Statutes and Rule 64E-2.004, F.A.C., the MEDICAL DIRECTOR shall supervise and assume direct responsibility for the medical performance of all EMT's and paramedics operating for Palm Beach County Fire Rescue. The MEDICAL DIRECTOR shall develop any other protocols as required by Chapter 401, Florida Statutes, or 64E-2, F.A.C., as they may be amended from time to time.
- L. The MEDICAL DIRECTOR shall supervise the implementation and maintenance of a Quality Management Program as required by section 401.265 Florida Statutes and Rule 64E-2.004 F.A.C., to include spot-checking medical reports for completion and correctness. The Quality Management Program must cover dispatch, field paramedics, Emergency Medical Technician's (EMT's) and Flight Medics.
- M. The MEDICAL DIRECTOR shall review and provide written affirmation of recertification training of Palm Beach County Fire-Rescue EMT and Paramedic personnel in accordance with

Section 401.2715(3), Florida Statutes.

- N. It shall be the obligation of the MEDICAL DIRECTOR to contract for the professional services of an Associate Medical Director for the duration of this agreement and at no additional cost to the COUNTY, to assist the Fire Rescue MEDICAL DIRECTOR in providing Medical control for the Fire Rescue Department. The Associate Medical Director shall meet all the qualifications for a Medical Director as set forth in Rule 64E-2.004 F.A.C. and Section 401.265, Florida Statutes, and shall be approved by the COUNTY'S Chief of Rescue prior to being appointed by the MEDICAL DIRECTOR and commencing services. Any change in the Associate Medical Director must likewise be approved by the COUNTY'S Chief of Rescue prior to being appointed by the MEDICAL DIRECTOR.

The duties of the Associate Medical Director shall be the same as those duties identified in paragraphs A-J of this Article. These services shall be in addition to those performed by the MEDICAL DIRECTOR under paragraphs A-J of this Article and shall not relieve the MEDICAL DIRECTOR of his responsibilities to perform those duties, as identified in this Agreement, including paragraphs A-J of this Article. It is the intent of the parties to this Agreement that the MEDICAL DIRECTOR shall be responsible to the COUNTY for the performance of the Associate Medical Director. The COUNTY shall look to the MEDICAL DIRECTOR to promptly remedy any deficiency of performance by the Associate Medical Director. It is further understood between the parties to this Agreement that all of the legal duties and responsibilities of a Medical Director as set forth in Chapter 401, Florida Statute and 64E-2.004 F.A.C. shall remain with the MEDICAL DIRECTOR for Palm Beach County Fire Rescue, who shall remain fully and solely responsible to the COUNTY for all such duties and responsibilities. The Associate Medical Director's performance is intended to supplement the MEDICAL DIRECTOR in providing medical control for the Fire Rescue Department and does not in anyway relieve the MEDICAL DIRECTOR of his responsibilities and duties as the Medical Director for the COUNTY.

Prior to contracting with the Associate Medical Director, the MEDICAL DIRECTOR shall obtain the COUNTY'S approval of the contract and any amendments thereto, between the MEDICAL DIRECTOR and the Associate Medical Director. All payments to the Associate Medical Director shall be the sole responsibility of the MEDICAL DIRECTOR.

- O. The MEDICAL DIRECTOR shall provide Fire Rescue with a monthly report detailing all activities performed, including those of the Associate Medical Director, with reference to the requirements of the Agreement. COUNTY shall provide administrative support in order for the MEDICAL DIRECTOR to meet the obligations of this paragraph. Back-up physicians may be used in lieu of the MEDICAL DIRECTOR and/or Associate Medical Director for on-line medical control upon prior approval by the Chief of Rescue. Back-up physicians, when used, shall meet all the qualifications for a Medical Director as set forth in Rule 64E-2.004 F.A.C. and Section 401.265, Florida Statutes and shall be at no additional cost to the COUNTY.
- P. The MEDICAL DIRECTOR will be allowed up to four (4) weeks vacation, annually, during the term of this Agreement, during which time the Associate Medical Director or an approved back-up physician shall be available.

- Q. Active participation by the MEDICAL DIRECTOR in Local, State, and National EMS organizations is encouraged and expected by the Department. Upon prior approval by the Chief of Rescue, the MEDICAL DIRECTOR shall be reimbursed for all reasonable travel expenses when attending such organizations outside of Palm Beach County. Such reimbursements shall not exceed \$2,500.00 annually. Upon prior approval by the Chief of Rescue, the MEDICAL DIRECTOR shall be reimbursed for Subscription expenses for subscriptions related to medical direction, as approved by the Chief of Rescue, up to an amount not to exceed \$300.00 annually.
- R. The Medical Director shall perform any other services required of a Medical Director by Section 401.265, Florida Statutes, Rule 64E-2.004 F.A.C. or other applicable laws or regulations, all as may be amended from time to time.

ARTICLE 4 - PAYMENTS TO MEDICAL DIRECTOR

- A. The total amount to be paid by the COUNTY under this Agreement for all services, including the professional services of an Associate Medical Director but excluding payments for travel and subscriptions as indicated in paragraphs B and C, respectively, below, shall not exceed a total Agreement amount of Five Hundred and Eighty Six Thousand, One Hundred and Forty-nine Dollars, and Twelve Cents (\$586,149.12) for Agreement period October 1, 2008 through September 30, 2011. The MEDICAL DIRECTOR will bill the COUNTY on a monthly basis for services rendered toward the completion of the Scope of Work, Article 3. Invoices shall be paid based on Sixteen Thousand, Two Hundred and Eighty-one Dollars, and Ninety-two Cents (\$16,281.92) monthly fee for services satisfactorily performed.
- B. Out-of-pocket travel expenses authorized for reimbursement under Article 3 paragraph Q above, shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) annually, for a total Agreement amount of Seven Thousand Five Hundred Dollars (\$7,500.00). All requests for payment of "out-of-pocket" travel expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- C. Subscription expenses authorized for payment by the Chief of Rescue shall not exceed Three Hundred Dollars (\$300.00) annually, for a total Agreement amount of Nine Hundred Dollars (\$900.00). All requests for "out-of-pocket" subscription expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid invoices or other documents acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and approved by the Fire-Rescue Administrator, or designee, for reimbursement.
- D. Invoices received from the MEDICAL DIRECTOR pursuant to this Agreement will be reviewed and approved by the Chief of Rescue, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices shall

be paid within thirty (30) days following the COUNTY representative's approval.

- E. Final Invoice: In order for both parties herein to close their books and records, the MEDICAL DIRECTOR will clearly state "final invoice" on the MEDICAL DIRECTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County.

ARTICLE 5 - DUTIES AND RESPONSIBILITIES OF THE COUNTY

- A. Meet or exceed all applicable standards and requirements of the State of Florida for certification as an Advanced Life Support Provider and shall become and remain so certified by the State.
- B. The COUNTY shall verify that its Emergency Medical Technicians and Paramedics become and remain certified as appropriate under the laws of the State of Florida.
- C. The COUNTY shall provide an administrative liaison to the MEDICAL DIRECTOR through the Fire-Rescue Administrator, and will cooperate to the greatest possible extent in the delivery of competent emergency medical care.
- D. The COUNTY shall provide facilities and maintain an appropriate environment to evaluate and enhance the medical skills and knowledge of the Paramedics and EMT's working with the MEDICAL DIRECTOR'S authorization.
- E. The COUNTY shall maintain at its cost and expense all radio and communications equipment used by the MEDICAL DIRECTOR and the Associate Medical Director in the performance of their duties.
- F. The COUNTY shall provide, at Fire-Rescue Headquarters, office space, furnishings, office supplies, clerical assistance and access to the department computer to obtain EMS data.
- G. The COUNTY shall provide the appropriate equipment and personnel necessary to institute a Quality Management program meeting all requirements of the State and County.
- H. The COUNTY shall provide, for both the MEDICAL DIRECTOR and Associate Medical Director's use, a laptop computer and remote access to Fire-Rescue's CAD/RMS, in order for the MEDICAL DIRECTOR to fulfill his obligations under this Agreement. All equipment shall remain the property of the COUNTY.

ARTICLE 6 - BUSINESS ASSOCIATE AGREEMENT

As a business associate of the COUNTY, the MEDICAL DIRECTOR, including his agents, servants, subcontractors, Associate Medical Director, back-up physicians and employees, shall carry out its obligations under this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder, all as may be amended from time to time, in order to protect the privacy, confidentiality, integrity, and availability of all individually identifiable protected health information and all electronic protected health information

that is created, received, collected, processed, learned, maintained or transmitted on behalf of COUNTY or as a result of the services provided under this Agreement (hereinafter respectively referred to as "PHI" and "E-PHI"). The definition of PHI and E-PHI as used herein shall be in accordance with definition of these terms in HIPAA and/or the regulations promulgated thereunder.

- A. In conformity with HIPAA and the privacy regulations promulgated thereunder, the MEDICAL DIRECTOR agrees that he, including his agents, servants, subcontractors, Associate Medical Director, back-up physicians and employees, shall:
1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement and shall not use or further disclose PHI in a manner that would violate HIPAA'S requirements if done by Palm Beach County Fire Rescue (PBCFR);
 3. As soon as reasonably practical, report to PBCFR any use or disclosure of PHI not provided for by this Agreement of which MEDICAL DIRECTOR becomes aware, and mitigate, to the extent possible, any harmful effect of such use or disclosure of PHI;
 4. Ensure that any business associates, agents or subcontractors, including the Associate Medical Director and back-up physicians, to whom MEDICAL DIRECTOR provides PHI, or who otherwise have access to PHI, agree to the same restrictions, terms, and conditions that apply to MEDICAL DIRECTOR with respect to such PHI;
 5. Make PHI available to PBCFR and to individuals who have a right of access to information under HIPAA;
 6. Incorporate any amendments to PHI in accordance with HIPAA when notified to do so by PBCFR;
 7. Provide an accounting of all uses or disclosures of PHI made by MEDICAL DIRECTOR, in accordance with HIPAA, within sixty (60) days;
 8. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining MEDICAL DIRECTOR'S and Palm Beach County's compliance with HIPAA. MEDICAL DIRECTOR shall immediately notify PBCFR upon receipt or notice of any request by the Secretary of the Department of Health and Human Services to conduct an investigation with respect to PHI relating to services under this Agreement; and
 9. At the termination or expiration of this Agreement, MEDICAL DIRECTOR shall return to PBCFR all PHI received from, or created or received by MEDICAL DIRECTOR on behalf of, Palm Beach County that MEDICAL DIRECTOR still maintains in any form and shall not retain copies of such information. If such return is not feasible, MEDICAL

DIRECTOR shall continue to protect such PHI in accordance with this Agreement and HIPAA, and must limit further uses and disclosures of such PHI to those purposes that made the return of such PHI not feasible.

- B. Except as otherwise limited in this Agreement, MEDICAL DIRECTOR may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the COUNTY as specified in this Agreement, provided that such use or disclosure would not violate HIPAA'S requirements if done by Palm Beach County Fire Rescue.
- C. MEDICAL DIRECTOR may, if necessary, use and disclose PHI for the proper management and administration of MEDICAL DIRECTOR or to carry out the legal responsibilities of MEDICAL DIRECTOR. However, in order to disclose PHI:
 - 1. The disclosure must be required by law; or
 - 2.
 - a) MEDICAL DIRECTOR must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - b) The person must notify MEDICAL DIRECTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
- D. In conformity with HIPAA and the security regulations promulgated thereunder, the MEDICAL DIRECTOR agrees that he, including his agents, servants, subcontractors, Associate Medical Director, back-up physicians and employees, shall:
 - 1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all E-PHI;
 - 2. Ensure that any agent, including a subcontractor, to whom he provides E-PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
 - 3. Report to COUNTY any security incident of which he becomes aware.
- E. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by COUNTY, in its sole discretion and without penalty to or recourse against the COUNTY, if it determines that MEDICAL DIRECTOR has violated a term or provision of this Agreement pertaining to the MEDICAL DIRECTOR'S HIPAA obligations, or if MEDICAL DIRECTOR engages in conduct which would, if committed by COUNTY, result in a violation of HIPAA and/or the regulations promulgated thereunder by COUNTY.
- F. COUNTY and its representatives shall be entitled to audit MEDICAL DIRECTOR from time-to-time to verify compliance with the terms of this Agreement. COUNTY shall be entitled and enabled to inspect the records and other information relevant to MEDICAL DIRECTOR'S compliance with the terms of this Agreement during normal business hours and at MEDICAL DIRECTOR'S place of business.

- G. MEDICAL DIRECTOR shall protect, defend, reimburse, indemnify, and hold COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of any disclosure of PHI or E-PHI due to the actions or inactions of MEDICAL DIRECTOR and/or any of his agents, employees, servants or subcontractors, including the Associate Medical Director or any back-up physician.
- H. In order to ensure that this Agreement is consistent with HIPAA, MEDICAL DIRECTOR agrees that this Agreement may be amended from time to time upon written notice from COUNTY to MEDICAL DIRECTOR as to the revisions required to make this Agreement consistent with HIPAA.

ARTICLE 7 - TERMINATION

This Agreement may be canceled by the MEDICAL DIRECTOR upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the MEDICAL DIRECTOR. It may also be terminated by mutual agreement of both parties upon (30) days prior written notice and, in whole or in part, by the COUNTY, with or without cause upon thirty (30) days prior written notice to the MEDICAL DIRECTOR. Unless the MEDICAL DIRECTOR is in breach of this Agreement, the MEDICAL DIRECTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the MEDICAL DIRECTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the MEDICAL DIRECTOR. The MEDICAL DIRECTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the MEDICAL DIRECTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The MEDICAL DIRECTOR shall be responsible for payment of its own and its share of its employees payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. Without waiving the right to sovereign immunity as provided by Florida Statute 768.28, the COUNTY shall agree to provide liability insurance coverage for the MEDICAL DIRECTOR'S negligent acts, errors, or omissions, but only with respect to his duties as MEDICAL DIRECTOR on behalf of the COUNTY. Such coverage shall also be extended to the Associate Medical Director and back-up Physicians, with respect to their Medical Direction duties to the COUNTY, provided said physicians have been approved by the COUNTY'S Chief of Rescue.

Coverage is afforded under the COUNTY'S SELF-INSURED RETENTION PLAN and SPECIFIC EXCESS INSURANCE POLICY as follows:

SELF-INSURED RETENTION PLAN
\$500,000 Each Occurrence Self-Insured Retention

SPECIFIC EXCESS INSURANCE POLICY
\$500,000 Each Occurrence Combined Single Limit

- B. The COUNTY reserves the right, but not the obligation, to purchase separate liability insurance on behalf of the MEDICAL DIRECTOR, the Associate Medical Director and back-up Physicians in lieu of providing the coverage as mentioned above.
- C. The requirements contained herein are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the MEDICAL DIRECTOR under this Agreement.

ARTICLE 11 - INDEMNIFICATION

The MEDICAL DIRECTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the performance of the terms of this Agreement or due to the acts of omissions of the MEDICAL DIRECTOR, the Associate Medical Director, and/or any back-up physician, and their respective agents, servants and employees.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the MEDICAL DIRECTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; however neither the COUNTY nor the MEDICAL DIRECTOR shall assign, sublet, convey or transfer its interest

in this Agreement without the written consent of the other, except that MEDICAL DIRECTOR may assign its right to receive payment. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the MEDICAL DIRECTOR.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The MEDICAL DIRECTOR represents that it presently has no known interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The MEDICAL DIRECTOR further represents that no person having any interest shall be employed, contracted or appointed for said performance. The MEDICAL DIRECTOR shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MEDICAL DIRECTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MEDICAL DIRECTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MEDICAL DIRECTOR. The COUNTY agrees to notify the MEDICAL DIRECTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the MEDICAL DIRECTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would constitute a conflict of interest by the MEDICAL DIRECTOR, the COUNTY shall so state in the notification and the MEDICAL DIRECTOR shall, not enter into said association, interest or circumstance.

ARTICLE 15 - ARREARS

The MEDICAL DIRECTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The MEDICAL DIRECTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The MEDICAL DIRECTOR shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent permitted by law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense and identified as confidential by the COUNTY or by Law, will be kept confidential by the MEDICAL DIRECTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the MEDICAL DIRECTOR shall comply with the provisions of Chapter 119, Florida Statute (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT MEDICAL DIRECTOR RELATIONSHIP

The MEDICAL DIRECTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MEDICAL DIRECTOR'S sole direction, supervision, and control. The MEDICAL DIRECTOR shall exercise control over the means and manner in which it and its employees, agents, subcontractors, Associate Medical Director and back-up physicians perform the work, and in all respects the MEDICAL DIRECTOR'S relationship and the relationship of its employees, agents, subcontractors, Associate Medical Director and back-up physicians, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The MEDICAL DIRECTOR, the Associate Medical Director and all back-up physicians shall comply with all COUNTY policies concerning conduct and security when performing services hereunder. The MEDICAL DIRECTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MEDICAL DIRECTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MEDICAL DIRECTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The MEDICAL DIRECTOR warrants and represents that all of it's employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees and costs.

ARTICLE 21 - AUTHORITY TO PRACTICE

The MEDICAL DIRECTOR hereby represents and warrants that he and the Associate Medical Director have and will continue to maintain all licenses and approvals required to conduct their business, and that they will at all times conduct their business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request. The MEDICAL DIRECTOR further represents and warrants that he, the Associate Medical Director and any back-up physicians possess and will continue to maintain the requisite qualifications, knowledge and experience required of a Medical Director by Section 401.265, Florida Statutes and Rule 64E-2.004, F.A.C., and any other applicable laws and regulations.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law and regulations.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MEDICAL DIRECTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work, or otherwise by a duly authorized amendment to this Agreement.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MEDICAL DIRECTOR certifies that it, its affiliates, suppliers, subcontractors and MEDICAL DIRECTOR'S who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the MEDICAL DIRECTOR of the COUNTY'S notification of a contemplated change, the MEDICAL DIRECTOR shall, in writing: (1) provide a

detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the MEDICAL DIRECTOR'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the MEDICAL DIRECTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the MEDICAL DIRECTOR shall not commence work on any such change until such written amendment is signed by the MEDICAL DIRECTOR and approved and executed by the Board of County Commissioners for Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY'S representative shall be mailed to:

Fire Rescue Administrator
Palm Beach County Fire Rescue
50 S. Military Trail, Ste. 101
West Palm Beach, Florida 33415

and if sent to the MEDICAL DIRECTOR shall be mailed to:

Dr. Thomas H. Matese Jr.
106 Victorian Lane
Jupiter, Florida 33458

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and MEDICAL DIRECTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk
& Comptroller

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Approved as to form and
Legal sufficiency

Approved as to terms and Conditions

By: Sharon Bunn
Assistant County Attorney

By: [Signature]
Fire-Rescue Department

WITNESS:

MEDICAL DIRECTOR
Thomas H. Matese, Jr.

William R. Peters
Signature

[Signature]
Signature

William R. Peters
Name (type or print)