

Medical Director Agreement

AGREEMENT THIS AGREEMENT entered this day of December 2022, by and between the CITY OF KEY WEST, a Municipal Corporation organized and existing under the laws of the State of Florida (hereinafter referred to as CITY), and Antonio Gandia, M.D, whose address is 9593 Tavernier Drive Boca Raton, FL 33496, and Aldo Manresa D.O., whose address is 5023 NW 114th Ct Doral, Florida 33178 (hereinafter referred to as MEDICAL DIRECTOR). This agreement will remain in effect for a period of (3) years unless modified or terminated by either party. The City shall have two (2) one year renewal options upon the same terms and conditions contained in this agreement. This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT and commence on January 1, 2023.

ARTICLE I

SCOPE OF SERVICES MEDICAL DIRECTOR shall provide the following services:

- 1) Full-time medical direction by a competent, Florida, board-certified, licensed physician, either MEDICAL DIRECTOR or designate, will be on call and available 24-hours a day for the CITY to answer questions within the scope of this agreement.
- 2) MEDICAL DIRECTOR shall be responsible for any certifications, advice, or participation of his designate as if MEDICAL DIRECTOR were directly performing the service.
- 3) Protocol Development - protocols will be developed and revised as needed. MEDICAL DIRECTOR will review and approve the training of emergency medical technicians and paramedics who will function under the MEDICAL DIRECTOR's direction.
- 4) Quarterly Meetings - in concert with the Fire Chief and his staff, the MEDICAL DIRECTOR will establish quarterly meetings for the purpose of education and quality review.
- 5) Record Keeping - necessary continuing medical education records will be kept by the CITY OF KEY WEST FIRE DEPARTMENT, EMS Division, along with documentation of meeting attendance. Additionally, the MEDICAL DIRECTOR will assist in license recertification.
- 6) Quality Assurance - MEDICAL DIRECTOR will establish a Continuous Quality Assurance program and committee for the purpose of developing a process that will include the establishment of a methodology for quality improvement.
- 7) Provide all services as are specifically contained in Section 64E-2 of the Florida Administrative Code, as amended.

- 8) Shall approve any new equipment and see to that proper training is provided to all personnel on its use prior to any use in the field. An addendum shall be made to the protocols if this piece of equipment is not already included in the protocols and shall be signed by the MEDICAL DIRECTOR
- 9) Shall maintain a valid DEA license for the purpose of storing and administering narcotic medications for the City of Key West Fire Department.
- 10) Shall provide a method of administering or approving a Continuous Education Program for the purpose of training and recertification of all personnel.
- 11) Shall attend quarterly EMS meetings to discuss any emergency medical services activities and to implement new policies and procedures when necessary. The Medical Director shall be the chair of these meetings.
- 12) Shall provide a process and mechanism for the recertification of ACLS, BLS/CPR, PALS, and any other certification that the Medical Director requires.
- 13) Shall be available to handle any Infectious Control situations that should arise during daily activities. The Medical Director or Designee will educate the crew on the proper handling of these situations. This shall be in conjunction with the policies and procedures of the CITY OF KEY WEST FIRE DEPARTMENT.
- 14) Shall assist in managing any Critical Incident Stress Debriefing that may be needed and work closely with the CISD team to assure the safety and wellbeing of all personnel.
- 15) Shall meet with the Fire Chief or Designee on a monthly basis to update him on the status of the emergency medical service being provided by the CITY OF KEY WEST FIRE DEPARTMENT.
- 16) Shall create and maintain a valid Florida Shots account with the City of Key West Fire Department as a provider.

ARTICLE II

The CITY agrees to the following:

- 1) The CITY OF KEY WEST FIRE DEPARTMENT will provide administrative liaison through the Fire Chief to MEDICAL DIRECTOR through the direction of its Fire Chief and will cooperate to the greatest possible extent in the delivery of competent emergency medical care, including implementation of the policies set by MEDICAL DIRECTOR.
- 2) To pay MEDICAL DIRECTOR as follows: The sum of \$4,000.00 per month commencing on January 1, 2023, for the services provided pursuant to this agreement, and such payments shall be made with forty-five (45) days following the receipt of MEDICAL DIRECTOR's invoice for such services rendered.

For each incomplete monthly service, payment shall be prorated accordingly based on the number of days of service.

ARTICLE III

1) CITY agrees to provide adequate liability insurance coverage for its employees while under the training and supervision of MEDICAL DIRECTOR.

2) MEDICAL DIRECTOR covenants and agrees to indemnify and hold CITY and any of its employees harmless from any liabilities and allegations arising out of this agreement if such liability shall be a result of any acts or omissions on the part of MEDICAL DIRECTOR. MEDICAL DIRECTOR shall maintain a maximum liability insurance coverage of \$1,000,000/\$3,000,000 for the term of the contract.

ARTICLE IV

- 1) It is understood and agreed by the parties hereto that should it be determined that any participant in the EMT/paramedic training program, as set forth herein, does not have the requisite skills to continue in such training or to perform services as an EMT or paramedic, MEDICAL DIRECTOR shall immediately notify the CITY in writing of the name of such employee and the reason for belief of such participant's lack of skills to serve as an EMT or paramedic. Within forty-five (45) days after receipt of MEDICAL DIRECTOR's notice as to training, the CITY shall determine whether the participant may continue in such training. However, should the CITY fail to notify MEDICAL DIRECTOR within forty-five (45) days as to the participant's termination from such training, or should the CITY allow the participant to continue such training, CITY agrees that MEDICAL DIRECTOR shall not be liable for any injuries directly resulting from the acts of the said participant and MEDICAL DIRECTOR shall be held harmless as set forth in Article III above. In no event shall an EMT or paramedic who has been cited by MEDICAL DIRECTOR as lacking the adequate skills required of the said profession be permitted to service and ride as an EMT or paramedic unless the person is deemed qualified as determined in the sole discretion of MEDICAL DIRECTOR. The parties hereto acknowledge that all EMS and paramedics are performing duties under the license of MEDICAL DIRECTOR.

ARTICLE V

Either party shall have the right to terminate this agreement upon giving thirty (30) days' written notice to the other party.

- 2) The CITY shall have the right to terminate this agreement upon written notice upon the following:
 - a) That MEDICAL DIRECTOR has failed to comply with the terms of this agreement.
 - b) That MEDICAL DIRECTOR has failed to provide competent services as medical director.
 - c) That MEDICAL DIRECTOR is unable to perform services as provided for herein for some reason not attributable to the CITY.

- 3) That services delivered by the CITY changes substantially to the extent that the services of a medical director are no longer required. Should the CITY terminate this agreement for any of the above reasons, CITY agrees to pay MEDICAL DIRECTOR for all services rendered up to the time of termination. Such payments shall be made ten (10) days after the termination of this agreement, provided that all property belonging to CITY shall be returned prior to the release of monies owed to MEDICAL DIRECTOR.

ARTICLE VI

1) This Agreement incorporates and includes all prior negotiations, correspondence, conversions, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written.

2) It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE CITY OF KEY WEST

By:

Patti McLauchlin, City Manager

Attest:

Cheri Smith, City Clerk

Dated this _____ day of _____, 2022

By:

Dr. Antonio Gandia, MD

Dated this _____ day of _____ 2022

Dr. Aldo Manresa, DO

Dated this _____ day of _____ 2022