

RESOLUTION NO. 2014-30

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND KENNETH A. SCHEPPKE, M.D. P.A., FOR PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE DEPARTMENT OF PUBLIC SAFETY, FIRE RESCUE DIVISION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City conducts an emergency medical services system employing Paramedics and Emergency Medical Technicians to perform advanced life support procedures; and

WHEREAS, pursuant to Chapter 401, Florida Statutes, the Emergency Medical Services Office of the Florida Department of Health and Rehabilitative Services will promulgate rules relating to the provisions of advanced life support procedures and the certification of life support providers; and

WHEREAS, Kenneth A. Scheppke, M.D., is a medical doctor duly authorized and licensed to practice medicine in the State of Florida and qualified to be the Medical Director of an advanced life support provider; and

WHEREAS, an acceptable Agreement has been reached regarding the terms and compensation for performing the duties of Medical Director for the City of Greenacres.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council hereby approves the attached Agreement for professional services as Medical Director between the City of Greenacres and Kenneth A. Scheppke, M.A. P.A.

Section 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

Section 3. This resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this day 15th of September, 2014.



Samuel J. Ferreri
Mayor



John Tharp
Deputy Mayor

Voted
(yes)

Attest:


Denise McGrew
City Clerk



Peter Noble
Councilman, District II

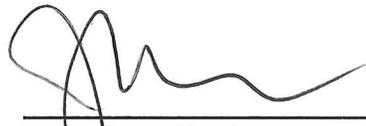
(yes)





Judith Dugo
Councilwoman, District III

(yes)



Jonathan G. Pearce
Councilman, District IV

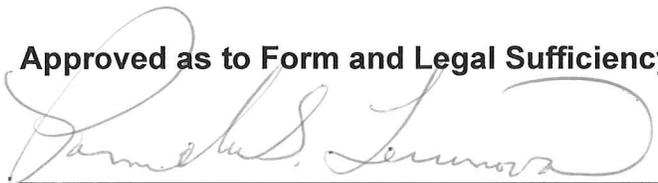
(yes)



Paula Bousquet
Councilwoman, District V

(YES)

Approved as to Form and Legal Sufficiency:



Pamela S. Terranova
City Attorney

AGREEMENT

Between

CITY OF GREENACRES

And

KENNETH A. SCHEPPKE, M.D., P.A.

For

MEDICAL DIRECTOR SERVICES

This Agreement dated September 15, 2014, between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter "CITY"), through its City Council;

AND

KENNETH A. SCHEPPKE, M.D., P.A., (hereinafter "DOCTOR").

WITNESSETH:

WHEREAS, the CITY Fire-Rescue Division provides an Emergency Medical Service system which employs Paramedics to perform advance life support and Emergency Medical Technicians to perform basic life support; and

WHEREAS, Florida Statute 401.265 requires that each basic life support transportation service or advanced life support service must employ or contract with a Medical Director; and

WHEREAS, the aforementioned Statute and Chapter 64J-1 of the Florida Administrative Code set out certain criteria and requirements for said Medical Director; and

WHEREAS, Dr. Kenneth Scheppke, M.D., is a medical doctor duly authorized and licensed to practice medicine in the State of Florida and qualified to be the medical director of an advanced life support provider; and

WHEREAS, the parties are desirous of entering into this Agreement in order to provide Medical Director Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DOCTOR agree as follows:

ARTICLE I
SCOPE OF SERVICES

DOCTOR shall be responsible for providing Medical Director services for the CITY Emergency Medical Service System including duties and responsibilities as described herein, along with other obligations included within this agreement.

ARTICLE I SCOPE OF SERVICES- Continued

DOCTOR shall perform all services required pursuant to Florida Statutes Chapter 401, Section 401.46, Chapter 64J-1, Florida Administrative Code; duties and regulations promulgated by the Florida Department of Health and Rehabilitative Services; and all rules and regulations of any governmental agencies implementing said Chapter or other established duties required to be performed by Doctor said Medical Director.

ARTICLE II
TERM

The initial agreement term shall commence on October 1, 2014 and end September 30, 2017. CITY reserves the right to extend the agreement for one (1) additional three (3) year renewal terms subject to satisfactory performance of the DOCTOR and providing that both parties agree to the extension.

ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

CITY shall issue a purchase order citing this Agreement as authority. The compensation to be paid to the DOCTOR by the CITY for Medical Director services rendered hereunder shall be twenty-one thousand and 00/100 dollars (\$21,000.00) per annum with a monthly cost of one thousand seven hundred fifty and 00/100 dollars (\$1,750.00). Payments shall be made by the CITY on a monthly basis. CITY shall remit payment within thirty (30) days upon receipt of a proper invoice from DOCTOR.

Compensation will be adjusted each year based on the percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for MIAMI-FORT LAUDERDALE from June to June of each year, as published by the United States Department of Labor.

ARTICLE IV
DOCTOR & CITY RESPONSIBILITIES

Duties and Responsibilities of DOCTOR: DOCTOR agrees to perform and accept the following duties and responsibilities:

- (a) DOCTOR agrees to supervise and set standards and establish procedures for the medical performance of the emergency medical technicians and paramedics functioning for the CITY'S Emergency Medical Services System, as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.
- (b) DOCTOR shall retain a current and valid Florida M.D. or D.O. license at all times during the term of the Agreement.
- (c) DOCTOR shall be board certified and active in a broad-based clinical medical specialty with demonstrated experience in pre-hospital care and hold an ACLS certificate or equivalent as determined in Chapter 64J-1.022, F.A.C.
- (d) DOCTOR shall demonstrate and have available for review, documentation of active participation in a regional or statewide physician group involved in pre-hospital care.

ARTICLE IV- Duties and Responsibilities of DOCTOR- Continued

- (e) DOCTOR shall develop and authorize, or review and authorize for use, medically correct standing orders and/or protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would have potential life or limb threatening consequences. Standing orders and protocols shall ensure that patients are transported to facilities that offer a type and level of care appropriate to the patient's medical condition. The DOCTOR or his appointee shall provide continuous 24-hour-per-day availability of medical director "off-line" service for potential problems, system conflicts, and disaster events.
- (f) DOCTOR shall audit the performance of the CITY's Fire-Rescue 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, and established protocols and procedures. The DOCTOR shall be responsible for participating in quality assurance programs developed by the Department.
- (g) DOCTOR shall obtain and possess proof of current registration as a Medical Director, either individually or through a hospital, with the US Department of Justice, DEA, to provide controlled substances to the CITY Fire-Rescue Department. Proof of such registration shall be maintained on file with the CITY Fire-Rescue Department and available for inspection.
- (h) DOCTOR shall maintain current instructor level training in Advanced Cardiac Life Support (ACLS), or equivalent, or Advanced Trauma Life Support (ATLS), maintain provider or instructor level training in International Trauma Life Support (ITLS), Prehospital Trauma Life Support (PHTLS), or Advanced Trauma Life Support (ATLS); and Advanced Pediatric Life Support (APLS), Pediatric Advanced Life Support (PALS), Pediatric Education for Prehospital Professionals (PEPP), or Emergency Pediatric Care (EPC).
- (i) DOCTOR shall ensure and certify that security procedures for medications, fluids, and controlled substances are in compliance with Chapter 499 F.S., Chapter 893. F.S., and Section 64J-1, F.A.C.
- (j) DOCTOR shall create, authorize, and ensure adherence to detailed, written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances.
- (k) DOCTOR shall ensure that all EMTs and paramedics are trained in the use of trauma scorecard methodology as provided in Section 64J-1, F.A.C.
- (l) DOCTOR shall develop and revise, when necessary, Trauma Transport Protocols for department approval.
- (m) DOCTOR shall participate in a minimum of 10 hours per year with continuing medical education related to pre-hospital care or teaching or a combination of both.
- (n) DOCTOR shall at all times, meet the applicable requirements and obligations of Florida State Statutes 395, 401, 499, 893, and Florida Administrative Code 64J-1.
- (o) DOCTOR shall maintain reasonable competence in the delivery of emergency medical care and advanced life support during the term of this Agreement.
- (p) The DOCTOR shall carry out the obligations under this agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F- Administrative Simplification, Sections 261, et seq., as amended ("HIPAA") to protect the privacy of any personally identifiable protected health information that is collected, processed, or learned as a result of the services provided to the CITY.

Duties and Responsibilities of CITY: CITY agrees to perform and accept the following duties and responsibilities:

- (a) CITY shall comply with 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. CITY shall further ensure that its employees, where applicable, become and remain certified as appropriate under the laws of the State of Florida.
- (b) CITY agrees to participate and agrees to cause its employees to participate in all applicable county, regional, state, or national emergency medical system programs required by law.
- (c) CITY shall ensure that paramedics, emergency medical technicians, and other employees attend such educational programs and activities as shall be deemed necessary by the CITY.
- (d) CITY shall make every effort to comply with all directives and procedures of the DOCTOR relating to the quality and quantity of care rendered by the emergency medical system and shall ensure that its employees also comply with such directives and procedures.
- (e) CITY shall supply a storage facility located at Greenacres, Florida for all records and telemetry tapes related to the providing of emergency treatment. All such records and tapes shall be retained for a minimum of seven (7) years. DOCTOR shall have free access during reasonable business hours to all such records and tapes at all times during the said seven year period, whether or not this agreement is then in effect, for the purposes of review, inspection, and copying as well a use for any valid purpose of the DOCTOR.
- (f) CITY agrees to perform and accept all other duties and responsibilities required by the laws of the State of Florida and valid regulations promulgated thereunder.

ARTICLE V
MODIFICATION OF AGREEMENT TERMS

The terms of this Agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent Agreement periods, or for such other purposes as shall become necessary during the conduct of the Agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 **TERMINATION**

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon sixty (60) days written notice from the terminating party to other party. In the event of such termination, DOCTOR shall be paid its compensation for services delivered prior to termination date. In the event that DOCTOR abandons this Agreement or causes it to be terminated by CITY, DOCTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to the following:

6.1 TERMINATION- Continued

1. DOCTOR'S abandonment which includes his failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to DOCTOR of a written notice of such breach or default; and/or
2. Any material misrepresentation, written or oral, made by the DOCTOR to the CITY; and/or
3. Failure by the DOCTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or

DOCTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the CITY and/or a selected successor with an orderly transition of work. DOCTOR shall be paid in accordance with Article III for all services rendered through the date of termination.

6.2 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, DOCTOR through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

6.3 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by DOCTOR, under any circumstances, without the prior written consent of CITY.

6.4 INDEMNIFICATION OF CITY

- 6.4.1 DOCTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of DOCTOR, its agents, or employees in the performance of services under this Agreement.
- 6.4.2 DOCTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of DOCTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.
- 6.4.3 DOCTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by DOCTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

6.5 PROFESSIONAL LIABILITY PROVISION

The CITY agrees to provide the DOCTOR insurance coverage for medical malpractice with liability limits no less than five hundred thousand dollars (\$500,000.00) for claims arising out of the scope and performance of activities as specified in this agreement and specifically as Medical Director for the CITY.

In addition to the malpractice coverage as described, liability insurance, as appropriate, covering the acts and omissions of its employees to include without limitation all paramedics, emergency medical technicians, ambulance drivers, and attendants, shall be in an amount not less than five hundred thousand dollars (\$500,000.00) coverage. The City shall ensure that all such policies provide for the additional coverage. Proof of insurance shall be provided to the DOCTOR by the CITY upon request.

Nothing in this Agreement shall be construed as expanding the liability of the DOCTOR beyond that provided for in the laws of the State of Florida and such valid regulations as may be promulgated thereunder. Moreover, nothing herein shall be construed to affect, in any way, CITY'S rights, privileges, and immunities as set forth in Chapter 768, Florida Statutes.

6.6 LAWS AND REGULATIONS

It is further understood by the parties that DOCTOR will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws.

6.7 CONTRACT COORDINATOR

The CITY'S Contract Coordinator during the performance of services pursuant to this Agreement shall be the Fire Rescue Division Chief. All communications and correspondence shall be directed to this Chief at (561) 642-2146 with copies of the correspondence to the Purchasing Division at 5800 Melaleuca Lane, Greenacres, FL 33463.

6.8 NO CONTINGENT FEE

DOCTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative working solely for DOCTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or sales representative working solely for DOCTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

6.9 GOVERNING LAW AND VENUE

The 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 and the Agreement will be interpreted according to the laws of Florida. 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 or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.10 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.11 AUTHORITY TO ENGAGE IN BUSINESS

DOCTOR hereby represents and warrants that they have and will continue to maintain all licenses and approvals required to conduct business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinators upon request.

6.12 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

6.14 EXCLUSIVE SERVICES OF DOCTOR

It is understood by both parties hereto that the DOCTOR anticipates that he shall contract to perform as Medical Director with several Emergency Medical Services entities in addition to that of the CITY. Nothing in this agreement shall be construed as preventing the DOCTOR from so performing or contracting.

6.15 INDEPENDENT CONTRACTOR RELATIONSHIP

The DOCTOR recognizes that he/she is not an employee of the CITY and is therefore not entitled to any benefits paid to CITY employees. The CITY shall provide an IRS Form 1099 to the DOCTOR. An IRS Form W-2 shall not be provided. The DOCTOR recognizes that no Federal Income Tax or Social Security Tax withholdings will be deducted from payments made to the DOCTOR by the CITY. DOCTOR is solely and exclusively responsible for payment of any and all Federal, State and/or local taxes.

6.16 NONWAIVER
The failure of either party to strictly enforce any provision of this Agreement shall not be deemed a waiver of any right or remedy as to any continuing or future matter.

6.17 INDEMNIFICATION OF DOCTOR
CITY hereby agrees to indemnify DOCTOR from any and all costs, liabilities, losses, damages, injuries, claims, demands, and expenses, to include a reasonable attorney's fee through all proceedings, trials and appeals, arising directly or indirectly from CITY employee(s) failure to comply with applicable laws of the State of Florida, or valid regulations promulgated thereunder, or failure to comply with all directives and procedures of the DOCTOR relating to the quality and the quantity of emergency medical care to be delivered by the City, or its representatives and employees. The parties agree that this indemnification shall survive the expiration or earlier termination of this Agreement. Moreover, the indemnification provisions contained herein shall be to the extent only of any amount due and owing from DOCTOR which exceeds applicable insurance coverage maintained either by DOCTOR or by CITY on behalf of DOCTOR.

6.18 DOCTOR AUTHORITY
DOCTOR is not authorized to obligate the expenditure of CITY funds.

CITY recognizes and agrees that DOCTOR shall have the authority to determine whether an employee is not qualified as a paramedic or emergency medical technician, or to render advanced life support procedures. DOCTOR shall immediately notify the City Manager and the Director of Public Safety of the change of eligibility of any paramedic or EMT to perform emergency medical care.

6.19 NOTICES
Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written 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:

FOR CITY OF GREENACRES:
Purchasing Agent/
Director of Finance
City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463-2399

FOR CONTRACTOR:
Kenneth A. Scheppke, M.D., P.A.
4480 River Pines Ct
Tequesta, FL 33469

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 15th day of September, 2014.

(Seal)

CITY OF GREENACRES
A Municipal Corporation of the State of Florida.
ATTEST:

Denise McGrew

Denise McGrew
City Clerk



[Signature]
Samuel J. Ferreri
Mayor

ENDORSED AS TO FORM AND SUFFICIENCY:

Pamela S. Terranova

Pamela S. Terranova
City Attorney

WITNESSES:

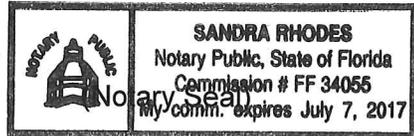
KENNETH A. SCHEPPKE, M.D., P.A.

Kelly Dittus

By: *[Signature]*

Kenneth A. Schepcke, MD President
Print Name and Title

SWORN TO and SUBSCRIBED before me this 11 day of September, 20114.



Signature: *[Signature]*
Notary Public - State of Florida
Sandra Rhodes
Printed Name

Commission No. FF 34055 Commission Expires: 07/7/2017

CITY OF GREENACRES

Council Agenda Memo

2014.09MP2.01

TO: Mayor and City Council

THRU: Wadie Atallah, City Manager

THRU: Michael Porath, Public Safety Director

FROM: Monica Powery, Purchasing Administrator

SUBJECT: Medical Director Agreement

DATE: August 29, 2014

COPIES: Mark Pure, Fire Rescue Division Chief

BACKGROUND:

The City provides Emergency Medical Services that include providing advanced life support procedures. Florida Statutes 401.265 requires that each Basic Life Support Transportation Service or Advanced Life Support Service must employ or contract with a medical director. Dr. Kenneth A. Scheppke, M.D., F.A.A.E.M. has been contracted to provide medical director services to the City of Greenacres since January 17, 2011 and the current contract agreement expires on September 30, 2014. In order to continue with the services, staff has negotiated a new agreement.

ANALYSIS:

Dr. Scheppke currently maintains agreements for medical services in approximately five cities in Palm Beach County including but not limited to, Boynton Beach, West Palm Beach, Palm Beach Gardens, and the Town of Palm Beach. Dr. Scheppke is a medical doctor duly authorized and licensed to practice medicine in the State of Florida and qualified to be the medical director of an Advanced Life Support Provider.

The Agreement with Dr. Scheppke is similar to the current agreement. The initial agreement term shall commence on October 1, 2014 and end September 30, 2017. The City reserves the right to extend the agreement for one (1) additional three (3) year renewal term subject to satisfactory performance. The initial cost of the contract shall remain the same as our current level. Compensation will be adjusted each year based on the percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for MIAMI-FORT LAUDERDALE from June to June of each year, as published by the United States Department of Labor.

FINANCIAL INFORMATION:

Sufficient funds are budgeted in account 001-50-55-31-4 to provide for award.

LEGAL:

The recommendation for award is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION:

Approval of Resolution No. 2014-30 authorizing the execution of a three year agreement with one renewal option with Dr. Kenneth A. Scheppke, M.D., F.A.A.E.M. to provide Medical Director Services.



Monica Powery, CPPB
Purchasing Administrator