



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 15-A027**

To: John Jurgle, Fire Chief
From: Michael Hohl, EMS Division Chief *MH*
Date: 12/15/14
Re: Ordinance/Agreement for Dr. Farrell, Medical Director

Michael Farrell, M.D., has been the Medical Director of Pompano Beach Fire Rescue EMS for the past 24 years. As you know, fire rescue has provided emergency paramedic services to the community since 1974. Florida statutes require that all licensed Advanced Life Support EMS providers must contract with a certified Emergency Specialty Physician to oversee all medical aspects of the system. In the fire department, we believe that through Dr. Farrell, we have the best medical direction in the state of Florida. Our current agreement with Dr. Farrell covered a three year period, which expires on January 26, 2015. Having a three year agreement has proven to be cost effective, as it has saved administrative time and valuable Commission Agenda space. The City Attorney has advised that any agreements that extend beyond two years must follow an advertised ordinance process. Subsequently, I am proposing another three year Ordinance Agreement between the City and Dr. Farrell that will last until January 26, 2018.

The Medical Director's job in Pompano Beach requires a great deal of responsibility, legal malpractice risk, and time. Dr. Farrell has met these issues with energy and complete commitment. While so many other medical directors are directors in name only, Michael Farrell takes a hands-on approach to his job and actively provides training, counseling, quality oversight, and actual riding on the rescue units. He establishes the medical protocols under which all paramedics and EMTs operate, attends all state EMS medical director meetings and conferences, and often responds to calls in Pompano Beach. Dr. Farrell is also a distinguished member of the South Florida medical community and respected emergency room physician. In over 34 years of service with fire rescue, I have never seen the quality and commitment to an EMS service like I have witnessed with Dr. Farrell. I consider it imperative to retain his services. The best EMS systems in the country are made up of 6 things: dedicated paramedics and EMTs, an excellent 911 system, proper medical protocols, excellent vehicles and medical equipment, top notch training, and an exceptional medical director. With Dr. Farrell we have all of the necessary components to maintain outstanding EMS services.

I am recommending that the existing contract/agreement with Dr. Farrell contain no changes other than the dates. The existing contract cost will remain at \$65,004.16 annually. Dr. Farrell will continue to pay his own malpractice insurance. In comparison to other medical director costs, in my opinion Dr. Farrell's contract is of greater value due to his far greater commitment of time to our organization. Please let me know if you have any questions concerning this matter.



City Attorney's Communication #2015-320

December 10, 2014

TO: Michael Hohl, Division Chief
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney 
RE: Ordinance – Medical Director Contract

As requested in your e-mail of December 8, 2014, I have prepared and attached the following form of Ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MICHAEL FARRELL, M.D. FOR MEDICAL CONSULTING AND ADVISORY SERVICES TO THE FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Should you need further assistance please feel free to contact me.


JILL R. MESOJEDEC

/jrm
L:cor/fire/adm/2015-320

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MICHAEL FARRELL, M.D. FOR MEDICAL CONSULTING AND ADVISORY SERVICES TO THE FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Michael Farrell, M.D., for medical consulting and advisory services to the Fire Department, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
12/10/14
L:ord/2015-137

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between:

CITY OF POMPANO BEACH, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

MICHAEL FARRELL, M.D., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, medical rescue services are provided by the CITY for its citizens by means of its Fire Department under contract to the Pompano Beach Emergency Medical Services District; and

WHEREAS, the state of the art of delivery of advanced emergency medical rescue services by paramedics trained to the level of advanced emergency medical technicians (EMT III) requires intravenous administration of emergency resuscitative drugs and performances of sophisticated technical emergency providers; and

WHEREAS, the administration of drugs and the performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may only be performed by or under the direction of a licensed Florida physician according to the Medical Practice Act of the State of Florida; and

WHEREAS, the CITY desires to continue to provide advanced emergency medical services to its citizens by means of the Pompano Beach Fire Department pursuant to its contract with the Pompano Beach Emergency Medical Services District; and

WHEREAS, the City desires to enter into an Agreement with CONTRACTOR for medical consulting and advisory services for the Pompano Beach Fire Department;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1. **CONTRACTOR** agrees to provide the following services:

Consultant services as needed in the planning for and delivery of services to be provided by Pompano Beach Fire Rescue. These services include, but are not limited to:

- Recommendations for vehicle provision;
- Recommendation of medications to be carried on vehicles;
- Staffing and resource allocation recommendations as requested by the Fire Chief;
- Consultation, needs assessment, analysis, testing and approval of Paramedic and EMT training/recertification activities. These procedures are to be in conformance with all State and local regulations;
- Quality management/improvement activities;
- Other activities as deemed necessary by the Fire Chief.

2. For purposes of construction, all articles within this contract specifying a response by, or authority to the Fire Chief shall refer to either the Fire Chief and/or his/her designee.

3. **CONTRACTOR** hereby agrees to comply with all applicable federal, state, local laws.

4. **CONTRACTOR** agrees to comply with all requirements of the Florida Administrative Code and specifically with Chapter 64J-1 and 64J-2.

5. **CONTRACTOR** agrees to conduct review and testing sessions as needed with Fire Department EMT's and Paramedics relating to medical management of individual cases.

6. **CONTRACTOR** agrees to perform a minimum of twelve (12) hours of field observation, while participating as a crewmember on an EMS vehicle. This ride time will be divided into thirds, with one third of the time (or four hours minimum) allocated to each shift. This observation time shall include, but not be limited to:

- Observing EMT's and Paramedics performing in the field;
- Visiting fire stations to discuss issues with personnel;
- Visiting area emergency departments on behalf of Pompano Beach Fire Rescue.

7. **CONTRACTOR** shall supervise and accept responsibility for the medical performance of all paramedics and EMT's providing care on behalf of Pompano Beach Fire Rescue.

8. **CONTRACTOR** agrees to act as liaison between Pompano Beach Fire Rescue and:

- Local hospitals and emergency departments;
- Broward County Medical Association;
- Broward Regional Health Planning Council;
- Broward Community College;
- Florida Association of EMS Medical Directors;
- As otherwise required by agencies impacting Pompano Beach Fire Rescue..

9. **CONTRACTOR** will comply with and provide for the allocation of controlled substances to Pompano Beach Fire Rescue.

10. **CONTRACTOR** will coordinate and supervise (as needed) telemetry communications between Pompano Beach Fire Rescue and all area hospitals as a means of monitoring the provision of medical care.

11. **CONTRACTOR** shall be on call, available and provide continuous medical direction 24 hours per day, seven days per week for the term of the contract. This medical direction shall be by either the **CONTRACTOR** or his/her appointee. For purposes of this contract, all remuneration of appointees shall be the responsibility of the **CONTRACTOR**. All appointees will be appointed under the direction and supervision of **CONTRACTOR**. All appointees shall be either a State of Florida licensed M.D. or D.O.

12. **CONTRACTOR** shall develop (or cause to have developed) and coordinate standing medical orders (protocols) for Pompano Beach Fire Rescue. This shall also include (at a minimum) a semi-annual review and written approval of the Protocols.

13. **CONTRACTOR** shall be responsible for the implementation, evaluation and revision of a quality control/quality assurance program. This process shall include the review of at least 150 incident reports per month by **CONTRACTOR** or appointee and include a written report of the review. Additionally, **CONTRACTOR** shall monitor data collection as needed to perform both quality control as well as any research projects undertaken by the department.

- **CONTRACTOR** shall supervise the formal quality assurance program for Pompano Beach Fire Rescue in a way that complies with any standards set forth by the State of Florida Department of HRS, Division of Emergency Medical Services.
- **CONTRACTOR** shall provide quarterly meetings with EMS Administrators and **CONTRACTOR** to address risk management questions that are raised by the quality assurance program and to address any specific recommendations regarding changes to the medical protocols.

14. **CONTRACTOR** shall maintain a file in the Fire Department's administration headquarters, (EMS Division) a copy of all documentation required of a medical director in compliance with all applicable federal, state and local laws, codes and standards.

15. **CONTRACTOR** shall maintain without lapse in coverage for the duration of this contract, professional liability insurance with a minimum liability amount of Two Hundred Fifty Thousand (\$250,000) U.S. Dollars. Should such insurance become unobtainable (following execution of the agreement) or the rates for such coverage increase to a level defines as unacceptable by both the **CONTRACTOR** and **CITY**, it is understood that, subject to the termination provisions herein, the parties may elect to reopen negotiations solely for the purpose of negotiating the direct cost increase for above coverage. Contractor covenants and agrees that he will indemnify and hold harmless **CITY** and all **CITY**'s officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by **CONTRACTOR** during the performance of this agreement, whether direct or indirect, and whether any person or property to which **CITY** or any of **CITY**'s officers, agents and employees.

16. **CONTRACTOR** shall provide periodic continuing education conferences. The conferences shall involve formal continuing medical education lectures, case reviews and discussion. The conferences shall further include review of pertinent literature related to EMS. The lectures shall be provided by **CONTRACTOR** and may include lectures by local, regional

17. **CONTRACTOR** shall review and provide such services as are required to insure compliance with all of the following:

- **Narcotics Control Policy**
 - ◆ **CONTRACTOR** shall formulate and monitor a policy to cover the purchase, storage, use and accountability for narcotics/controlled substances used by Pompano Beach Fire Rescue Paramedics.

- **Infectious Disease Control Policy**
 - ◆ **CONTRACTOR** shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of fire rescue paramedics to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

- **Patient Destination Issues**
 - ◆ **CONTRACTOR** commits to address on a professional level and in an aggressive fashion, the issues of patient destination difficulties in a manner that both optimizes patient care and minimizes risk to the **CITY** and its employees. **CONTRACTOR** further agrees to coordinate and closely monitor on an ongoing basis, issues that involve activities between the Pompano Beach Fire Rescue Department and all appropriate healthcare providers, and to report all such issues to the Fire Chief.

- **Revision and Expansion of Medical Protocols**
 - ◆ **CONTRACTOR** shall review (at least semi-annually) and revise or expand as necessary, the medical standing orders for Pompano Beach Fire Rescue, and provide for the training needs to implement such protocols.

18. **CONTRACTOR** shall provide quarterly meetings with EMS administrators and **CONTRACTOR** to address risk management questions that are raised by the quality assurance program, and to address any specific recommendations regarding changes to the medical protocols.

19. **CONTRACTOR** specifically acknowledges that the **CITY** shall be responsible for the staffing, hiring and supervision level for the Fire Rescue Department. Any and all recommendations with regard to these items will be directed to the Fire Chief or his/her designee for consideration.

20. **CONTRACTOR** specifically acknowledges that the Fire Chief shall be responsible for determining the precise number of continuing education hours required for EMS personnel and for scheduling such programs.

Article II

CITY agrees to:

21. Pompano Beach Fire Rescue shall provide administrative liaison to **CONTRACTOR** through the Fire Chief and will cooperate, to the greatest extent possible in the delivery of competent emergency medical care including the implementation of policies set forth by the **CONTRACTOR**.

22. Pay the **CONTRACTOR** Sixty Five Thousand Four and 16/100 Dollars (\$65,004.16) per annum, payable in equal monthly installments (upon receipt of a monthly invoice) for services provided pursuant to this agreement.

23. Provide any secretarial assistance required by the **CONTRACTOR** through the office of the Fire Chief.

Article III – HIPAA

24. **CONTRACTOR** shall carry out its obligations under this Addendum 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 ("PHI") that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, **CONTRACTOR** agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- c. To mitigate, to the extent practicable, any harmful effect that is known to **CONTRACTOR** of a use or disclosure of PHI by **CONTRACTOR** in violation of this Agreement.
- d. Report to the **CITY** any use or disclosure of PHI not provided for by this Agreement of which **CONTRACTOR** becomes aware;
- e. Ensure that any agents or subcontractors to whom **CONTRACTOR** provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to **CONTRACTOR** with respect to such PHI;
- f. Make PHI available to the **CITY** and to the individual who has a right of access as required under HIPAA within 30 days of the request by the **CITY** regarding the individual;
- g. Incorporate any amendments to PHI when notified to do so by the **CITY**;
- h. Provide an accounting of all uses or disclosures of PHI made by **CONTRACTOR** as required under the HIPAA privacy rule within sixty (60) days;
- i. Make its 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 **CONTRACTOR**'s and the **CITY**'s compliance with HIPAA; and
- j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by **CONTRACTOR** on behalf of the **CITY**, and if return is infeasible, the protections of this Agreement will extend to such PHI.

25. The specific uses and disclosures of PHI that may be made by **CONTRACTOR** on behalf of **CITY** include:

- a. Uses required for the proper management of **CONTRACTOR** acting as business associate.

b. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

26. Notwithstanding any other provisions of this Agreement, the Agreement may be terminated by the CITY if CONTRACTOR has violated a term or provision of this Agreement pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by the CITY, result in a violation of the HIPAA privacy rule by the CITY.

Article IV

28. This agreement shall be in effect for a period of three (3) years from January 26, 2015. Either party may terminate this agreement upon sixty (60) days written notice to the other party.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

MICHAEL FARRELL, M.D.

Michael Stahl

By: _____

[Signature]
Michael Farrell, M.D.

Jh Jurg

STATE OF FLORIDA
COUNTY OF BROWARD

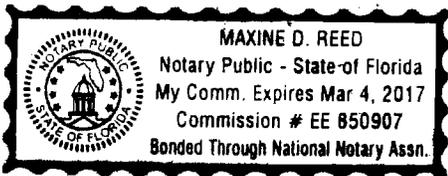
The foregoing instrument was acknowledged before me this 11 day of December, 2014, by Michael Farrell, M.D., who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

MAXINE D. REED
(Name of Acknowledger Typed, Printed or Stamped)

EE 850907
Commission Number



GBL/jrm
12/10/14
l:agr/fire/2015-319