

RESOLUTION 2002-25038

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND FRED M. KEROFF, M.D., FOR THE PROVISION OF MEDICAL DIRECTION OF THE MIAMI BEACH FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES.

WHEREAS, Florida Statutes 401.265 and Rules of the Department of Health, Chapter 64E-2, Florida Administrative Code, require that all Fire Department Emergency Medical Services have a licensed Medical Director; and,

WHEREAS, the City has previously had a contract for Medical Director services with Harry Heinitsh, M.D.; Dr. Heinitsh is unable to complete the term of his most recent contract, effective through September 30, 2003; and,

WHEREAS, Dr. Heinitsh's contract has been terminated pursuant to his inability to complete the term of the Agreement; and,

WHEREAS, Dr. Fred M. Keroff has served as interim Medical Director since March 24, 2002, and has previously replaced Dr. Heinitsh during his temporary absence which is now permanent; and,

WHEREAS, Dr. Keroff is familiar and experienced in the operations and protocols of the Miami Beach Fire Department EMS System; and,

WHEREAS, Dr. Keroff agrees to enter into the Agreement effective May 20, 2002 through September 30, 2003 at an annual salary of \$44,746.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are authorized to execute an Agreement between the City and Fred M. Keroff, M.D., for the provision of medical direction of the Miami Beach Fire Department Emergency Medical Services.

PASSED AND ADOPTED this 23rd day of October 2002.

ATTEST:



CITY CLERK



MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

10-22-02
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution approving and authorizing the Mayor and City Clerk to execute an agreement between the City of Miami Beach and Dr. Fred M. Keroff, M.D., for the provision of medical direction of the Miami Beach Fire Department emergency medical services.

Issue:

Shall the City Commission approve executing an agreement with Dr. Fred M. Keroff, M.D.?

Item Summary/Recommendation:

Florida Statute 401.265 and Rules of the Department of Health, Chapter 64E-2, Florida Administrative Code, requires that all Fire Department emergency medical services have a licensed Medical Director.

The City currently has a contract for medical direction with Dr. Harry Heinitsh, M.D., effective October 1, 2000 though September 30, 2003. Dr. Heinitsh is unable to complete the term of his contract.

Dr. Fred M. Keroff has served as interim Medical Director since March 28, 2002 and has agreed to complete the term of contract at an annual salary of \$44,746 effective May 20, 2002. Due to Dr. Keroff's familiarity with the Miami Beach Fire Department's EMS System and medical protocols, and his service to the Department and the City over the past seven months, it is in the City's best interest to enter into a contract with Dr. Keroff retroactive to May 20, 2002 and expiring on September 30, 2003.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:				Approved
<div style="border: 1px solid black; width: 40px; height: 40px; display: inline-block;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Javier Otero

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		<i>Jary</i>

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AGENDA ITEM C7W
DATE 10-23-02

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: October 23, 2002

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read 'Jorge'.

Subject: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND DR. FRED M. KEROFF, M.D., FOR THE PROVISION OF MEDICAL DIRECTION OF THE MIAMI BEACH FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Florida Statute 401.265 and Rules of the Department of Health, Chapter 64E-2, Florida Administrative Code, requires that all Fire Department emergency medical services have a licensed Medical Director.

The City currently has a contract for medical direction with Dr. Harry Heinitsh, M.D. effective October 1, 2000 though September 30, 2003. Dr. Heinitsh is unable to complete the term of his contract. Dr. Fred M. Keroff has served as interim Medical Director since March 28, 2002 and has agreed to complete the term of contract at an annual salary of \$44,746 effective May 20, 2002. Dr. Keroff is also the Medical Director for the City of Hialeah Fire Department and the District Medical Director for Memorial Healthcare System in Broward County. Due to Dr. Keroff's familiarity with the Miami Beach Fire Department's EMS System and medical protocols, and his service to the Department and the City over the past seven months, it is in the City's best interest to enter into a contract with Dr. Keroff retroactive to May 20, 2002 and expiring on September 30, 2003.

CONCLUSION

The Administration recommends that the City Commission approve the resolution and execute the agreement approving Dr. Fred M. Keroff, M.D. as the Medical Director for the City of Miami Beach Fire Department.

FJ/JMG

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF MIAMI BEACH

AND

FREDERICK M. KEROFF

FOR

**MEDICAL DIRECTOR OF MIAMI BEACH FIRE DEPARTMENT
ADVANCE LIFE SUPPORT PROVIDER**

THIS AGREEMENT made this 23rd day of October 2002, by and between the CITY OF MIAMI BEACH, a Florida municipal corporation having its address at 1700 Convention Center Drive, Miami Beach, Florida 33139 (CITY), and FREDERICK M. KEROFF, M.D., FACEP (CONTRACTOR), having his principal address at 8289 NW 159th Terrace, Miami Lakes, Florida 33016.

WITNESSETH

WHEREAS, the CITY wishes to enter into an agreement for Medical Director of the City's Emergency Medical Services (EMS) provided by the City's Fire Department (Agreement); and

WHEREAS, Contractor wishes to serve as the Medical Director for the CITY's EMS.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. **Term.** The initial term of the Agreement shall commence retroactively, as of the 20th of May, 2002, and end on the 30th day of September 2003. At its sole discretion and convenience, and provided further that Contractor is in

good standing herein as is performing his services satisfactorily, the CITY may renew this Agreement for consecutive one (1) year renewal terms, upon sixty (60) days written notice to Contractor of the first renewal term and any subsequent renewal terms, shall hereafter commence on October 1st and end on September 30.

2. **Service.** Contractor agrees to direct and coordinate the delivery of the CITY's EMS system in accordance with the State of Florida Department of Health; F.A.C. 64E-2.004 Medical Direction. F.S.401.265 Medical Directors and other pertinent State, County and Local Laws, as same may be amended from time to time. A current copy of 64E-2.004 and F.S. 401.265 are attached hereto as Exhibit "A" and by reference made a part hereof. Contractor acknowledges that he has read and is familiar with the foregoing codes and statutes, as shall also stay advised and familiar with any subsequent amendments thereto.

3. **Scope of Services.** Contractor shall provide the following services:
 - (a) Consult in planning for Advanced Life Support Service provided by the Miami Beach Fire Department, including provision of vehicles, equipment, supplies, emergency Paramedic and Emergency Medical technician training and utilization of medical facilities.

 - (b) Consult in coordination of training of Miami Beach Fire Department Paramedics and Emergency Medical Technicians and including testing and certification procedures in conformance with the laws and regulations promulgated by the State of Florida, Miami-Dade County, and the City of Miami Beach.

 - © Certify that each Miami Beach Fire Department paramedic is qualified to administer Basic and Advance Life Support to sick or injured persons in a pre-hospital environment according to the written Advance Life Support Service protocols of the Medical Director.

 - (d) Coordinate, design, implement and participate in a quality control program of patient care provided by the Emergency Medical Technicians and Paramedics of the Advanced Life Support Service.

Medical Director shall conduct regular weekly review sessions with the Emergency Medical Technicians and Paramedics in regard to the medical management of patients on assigned rescue incidents to provide on-site evaluation of their professional performance and management of patients.

(e) Participate in the planning and implementation of a Medical Priority Dispatch System, including the review, approval and certification of dispatch protocols and establishment of Quality Improvement/Assurance parameters.

(f) Report to the Department of Health and Rehabilitative Services any Emergency Medical Technician or Paramedic deemed, in the opinion of the Medical Director, to be incompetent in the performances of his duties. Such a report of alleged incompetence shall include a statement of the acts of alleged incompetence.

(g) Coordinate the provision of and monitor communications between the area hospitals' emergency department base station and other network hospitals and the individual Miami Beach Fire Department emergency medical rescue units for the purpose of medical supervision of on-site emergency medical care by the paramedics.

(h) Provide liaison services between the Miami Beach Fire Department and the various community hospitals and trauma centers utilized by the Miami Beach Fire Department Advanced Life Support Service. In addition, provide liaison for the Miami Beach Fire Department to any agency or institution affecting the education of paramedics or community policies regarding the provision of Advanced Life Support Service.

(i) Supervise a registered physician's assistant or other certified professional, who is equally qualified in the area of Emergency Medical Services to provide assistance for the Miami Beach Fire Department with the following responsibilities:

1. Carry out on-site monitoring.
2. Quality control.
3. Educational requirements for State re-certification
4. Training for regular weekly sessions on Advanced Life Support Protocols.
5. Ride the ALS vehicle for on-site supervision and training.

6. Act as liaison between the Miami Beach Fire Department Emergency Rescue Division Chief and the Medical Director with regards to all training and educational activities.
 7. Implement a system of review of all Emergency Medical Rescue Incident Reports and arrange for special training and education of the rescue personnel deviation from protocol, or exceptional cases in which the Paramedics and EMTs are involved.
 8. Provide liaison between the Emergency Room staff of the area hospitals and the Miami Beach Advanced Life Support Service personnel.
 9. Provide liaison between the area learning institutions, Miami Dade Community College and University of Miami School of Medicine, and other related emergency medical professional organizations.
4. **Payment.** City agrees to pay Contractor compensation for the above Services to be provided herein at the following rate: forty four thousand seven hundred forty six and 00/100 (\$44,746.00), for the initial Contract term. This amount shall be paid in bi-weekly installments. The City reserves the right, at its sole discretion, to adjust Contractor's compensation for the first renewal term, and for any renewal term thereafter. Such adjustment, if any, shall be made prior to the commencement of any renewal term.
5. **Medical Malpractice Insurance.** CITY agrees to provide, on behalf of the Contractor, medical malpractice liability insurance for the period of time he acts as the CITY's Medical Director. Such insurance shall cover Contractor only for the activities relating to Contractor's Services herein, and not for any other activities of Contractor. CITY shall have the option to self insure Contractor's medical malpractice liability to the extent permitted by law, but only up to the limits of liability set forth in Florida Statutes, Section 768.28.
6. **No Partnership.** Nothing herein contained shall create or be construed as creating a co-partnership between the CITY and the Contractor. Contractor

shall be deemed to be an independent contractor and not an employee of the CITY; and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the CITY; or any rights generally afforded classified or unclassified employees. Furthermore, he shall not be entitled to Florida Worker's Compensation benefits as an employee of the CITY or accumulation of sick or annual leave.

7. Contractor shall not assign, transfer or subcontract his rights and obligations under this Agreement. However, during Contractor's temporary absence, coverage by another contracted Medical Director within Miami-Dade County will be provided, subject to prior written approval of Contractor and the Fire Chief.
8. This Agreement may be terminated without cause for the convenience of either party at any time upon furnishing sixty (60) days written notice to the other party.

In the event of termination for convenience of either party, the Contractor shall be paid a sum equal to all payments due to him for services satisfactorily performed up to the date of termination of this Agreement, provided Contractor is continuing to provide all Services pursuant to the Agreement up to the date of termination.

9. This Agreement may be further terminated by City for cause, effective upon ten (10) days written notice to Contractor, as a result of Contractor's breach of any term set forth in this Agreement, and/or Contractor's physical and/or mental inability to perform his duties under this Agreement. In this event, the Contractor shall be paid a sum equal to all payments due to him for services satisfactorily performed up to the termination date.

10. Contractor agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees and agents from and against any and all actions, claims, liabilities, losses and expenses, including, but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omission or other wrongful conduct of the Contractor in connection with the Contractor's performance of the Services pursuant to this Agreement. The Contractor's obligation under this section shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the CITY and its officers, employees or agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

11. The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on CITY's liability for any cause of action for money damages due to an alleged breach by the CITY of this Agreement so that its liability for any such breach never exceeds the sum of \$5,000.00. Contractor hereby expresses his willingness to enter into this Agreement with Contractor's recovery from the CITY for any damage, action for breach of contract to be limited to a maximum amount of \$5,000.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the CITY shall not be liable to Contractor for damages in an amount in excess of \$5,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the CITY by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in the Florida Statutes, Section 758.28.

12. All notices under the term of this Agreement shall be sent to the following:

Contractor: Dr. Fred M. Keroff
8280 NW 159th Terrace
Miami Lakes, FL 33016

City: City of Miami Beach
Attn: Fire Chief
Miami Beach Fire Dept.
2300 Pine Tree Drive
Miami Beach, FL 33140

With copies to: Office of the City Attorney
Attn: Rhonda L. Montoya, Esquire
City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

13. This Agreement shall be enforceable in Miami-Dade County, Florida and if legal action is necessary by either party with respect to the enforcement of any and all terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first entered above.

ATTEST:

Ronald Pancher
CITY CLERK

CITY OF MIAMI BEACH

[Signature]
MAYOR

WITNESSES:

[Signature]
[Signature]

CONTRACTOR

BY: [Signature]
FRED M. KEROFF, M.D.

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 10-28-02
City Attorney Date