

PROFESSIONAL SERVICES AGREEMENT
(Medical Director Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is entered on this ____ day of _____, 2021, by and between the **Town of Highland Beach**, a Florida municipal corporation ("TOWN") and **Terry B. Cohen, M.D., P.A.** a Florida Professional Association ("ASSOCIATION").

RECITALS

WHEREAS, the TOWN is planning to operate a basic life support and an advanced life support service; and

WHEREAS, Section 401.265 Florida Statutes, requires each basic life support service transportation or advanced life support service to employ or contract with a Medical Director as created in Section 401.265, Florida Statutes; and

WHEREAS, the ASSOCIATION employs Terry B. Cohen, a physician as defined in Section 401.23(19), Florida Statutes, hereinafter referred to as "PHYSICIAN"; and

WHEREAS, the TOWN wishes to enter into a non-exclusive agreement for the provision of Medical Director services by the ASSOCIATION to the TOWN (the "Services"); and

WHEREAS, the ASSOCIATION represents that it is qualified to perform the duties and responsibilities of a Medical Director and is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – EFFECTIVE DATE AND TERM

The effective date of this AGREEMENT shall be the date executed by the Town. The term of this AGREEMENT shall be for a one-year period commencing on the effective date of this AGREEMENT. The AGREEMENT shall be automatically renewed for six (6) additional one-year periods, unless terminated by either party by providing notice of termination to the other party at least 60 days prior to the end of any of the one-year periods or as provided in Article 14 herein.

ARTICLE 2 – DESIGNATION AND SERVICES TO BE PERFORMED BY ASSOCIATION

The PHYSICIAN is designated by ASSOCIATION as the Medical Director for the TOWN's emergency medical services system during the term of this AGREEMENT. As such, ASSOCIATION warrants and agrees that the PHYSICIAN shall perform the services as specifically stated in this AGREEMENT, which shall include the Scope of Services (Attachment A, attached hereto and incorporated herein) and as may be specifically designated and additionally authorized by the TOWN. In performing the Services under this Agreement, ASSOCIATION shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and ASSOCIATION shall, at TOWN's request and at no additional cost to the TOWN, re-perform Services which fail to satisfy the foregoing standard of care. ASSOCIATION warrants that all Services performed under this Agreement shall be performed solely by the PHYSICIAN.

ASSOCIATION further agrees that all provisions of this AGREEMENT that set forth the duties and responsibilities of PHYSICIAN shall also be the duties and responsibilities of ASSOCIATION.

ARTICLE 3 - CONTINGENCY

This AGREEMENT is contingent on the PHYSICIAN being at all times a licensed physician pursuant to Florida law and Board Certified in the State of Florida in emergency medicine.

ARTICLE 4 - INDEPENDENT CONTRACTOR

ASSOCIATION undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods and manner of performance. Neither the ASSOCIATION nor the PHYSICIAN shall at any time and in any event be considered an employee of the TOWN, but shall be at all times independent contractors. Neither the ASSOCIATION nor the PHYSICIAN shall receive any TOWN benefits, stipends or privileges afforded to TOWN employees, including, but not limited to, health insurance benefits, paid vacations, or other benefits typical of an employment relationship.

ARTICLE 5 - COMPLIANCE WITH LAWS

In performance of the Medical Director services, ASSOCIATION will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ASSOCIATION shall comply with the notice requirement of Section 458.348(1), Florida Statutes, as may be amended from time to time, and any other requirement for a Medical Director.

Failure by the ASSOCIATION to comply with the laws referenced herein shall constitute a breach of this AGREEMENT and the TOWN shall have the discretion to unilaterally terminate this AGREEMENT based thereon.

ARTICLE 6 - RESPONSIBILITIES OF PHYSICIAN AND ASSOCIATION

The ASSOCIATION, through the PHYSICIAN, shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this AGREEMENT is in effect, upon the commencement of operations of the TOWN's Fire Rescue Department. The parties recognize that the TOWN is in the midst of starting a Fire Rescue Department. Accordingly, the Medical Director services to be provided herein, shall commence upon notification to the ASSOCIATION by the TOWN, that the Town's Fire Rescue Department is operational. Prior to that date, the ASSOCIATION agrees to cooperate with the TOWN, and provide such assistance to the TOWN as is reasonably necessary, to assist the TOWN in starting a Fire Rescue Department, as set forth in Exhibit A.

The ASSOCIATION, through the PHYSICIAN, shall be directly responsible for the medical performance of Emergency Medical Technicians and Paramedics functioning for the Fire Rescue Services Department of the TOWN and shall have full authority to direct and supervise their medical activities. The ASSOCIATION, through the PHYSICIAN shall give necessary instructions to, and interview and consult with, the EMTs and Paramedics and supervise and arrange such in-service instructional sessions. or promulgate such rules and directives, as may be necessary to assure that all medical services performed by EMTs and Paramedics are in accordance with proper medical standards and procedures.

The ASSOCIATION, through the PHYSICIAN shall be responsible directly to the Fire Chief of the TOWN; provided, however, that nothing herein shall in any way authorize any limitations or restrictions by the TOWN or the Fire Chief on the professional acts and advice of the PHYSICIAN. It is recognized that the PHYSICIAN may otherwise be fully employed as a practicing physician, and nothing herein shall limit or

otherwise restrict the PHYSICIAN'S right to continue such employment and practice, consistent with this AGREEMENT.

The Medical Director shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the TOWN to perform basic life support or advanced life support patient services in accordance with applicable law. The Medical Director shall notify in writing the Fire Chief or the Fire Chief's designee of the Medical Director's prohibition of a TOWN employee to perform basic life support or advanced life support patient services within twenty-four (24) hours of the Medical Director's prohibition of a TOWN employee to perform basic life support or advanced life support patient services.

ARTICLE 7 – RESPONSIBILITIES OF TOWN

The TOWN's Fire Rescue Services Department, through the office of the Fire Chief, shall cooperate with the ASSOCIATION to the greatest possible extent in the delivery of competent emergency medical care including implementation of the policies established by the ASSOCIATION, through the PHYSICIAN.

The TOWN's Fire Rescue Services Department will provide administrative and secretarial support to the ASSOCIATION, through the PHYSICIAN through the office of the Fire Chief. Suitable office space shall also be provided for the PHYSICIAN at the Fire Rescue Services Department administration offices, as needed.

ARTICLE 8 – COMPENSATION

The TOWN shall pay ASSOCIATION in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this AGREEMENT.

ARTICLE 9 – INSURANCE

During the performance of the Services under this AGREEMENT, ASSOCIATION and PHYSICIAN shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida. ASSOCIATION and PHYSICIAN shall provide original or certified copies of all policies maintained by ASSOCIATION and PHYSICIAN.

A. BUSINESS AUTOMOBILE LIABILITY

The ASSOCIATION shall procure and maintain, for the life of this AGREEMENT, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

B. PROFESSIONAL LIABILITY/MEDICAL MALPRACTICE

The ASSOCIATION/PHYSICIAN shall procure and maintain, for the life of this AGREEMENT, Professional liability/medical malpractice insurance insuring the PHYSICIAN, the ASSOCIATION and the TOWN, its officers and employees, against liability arising out of all acts and omissions by the PHYSICIAN and ASSOCIATION during the term of this AGREEMENT including coverage for the liability assumed by ASSOCIATION pursuant to the indemnification provision of this AGREEMENT. The ASSOCIATION/PHYSICIAN shall provide to the TOWN a certificate of professional liability/medical malpractice insurance. Minimum limits of coverage shall be \$1,000,000/claim, and \$3,000,000 aggregate.

C. WORKER'S COMPENSATION

If required by law, the ASSOCIATION shall procure and maintain during the term of this AGREEMENT, Worker's Compensation Insurance and provide to the TOWN a certificate of Worker's Compensation Insurance, meeting all state and federal laws, including employer's liability with a reputable insurance company authorized to issue insurance policies in the State of Florida, in compliance with all state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws.

D. SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire AGREEMENT period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, ASSOCIATION shall notify the TOWN within (5) business days with written notice of such to the Finance Department by fax to 561-276-9829.

All renewal or replacement certificates of insurance specific to the AGREEMENT shall be forwarded to the TOWN's Finance Department. Original certificates to be sent attention of the TOWN, Chief Fire Rescue Services, unless notified otherwise.

ARTICLE 10 - TRAVEL

Subject to the TOWN's Fire Chief's approval and subject to the TOWN's budget and appropriation and the availability of funds, the TOWN may reimburse the ASSOCIATION for travel expenses for the PHYSICIAN to attend professional conferences and competitions pertaining to the TOWN's provision of emergency medical services. Such travel expenses shall not exceed \$2,500 per year.

ARTICLE 11 - CONFIDENTIALITY; RETURN OF INFORMATION; RECORDS COMPLIANCE

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by ASSOCIATION/PHYSICIAN under this AGREEMENT shall be made available to any individual or organization by ASSOCIATION/PHYSICIAN without prior written approval of the TOWN. The parties however, recognize and acknowledge that this AGREEMENT is subject to Florida's Public Records Law, Florida Statute §§119.01, *et. seq.*, including the provisions of Florida Statute §119.0701(2)(a)-(d), as amended from time to time. ASSOCIATION/PHYSICIAN shall take all reasonably prudent and appropriate steps to safeguard TOWN's information (in both hard copy and electronic form).

ARTICLE 12 - PUBLIC RECORDS

ASSOCIATION shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this

AGREEMENT and following completion of this AGREEMENT if the ASSOCIATION/PHYSICIAN does not transfer the records to the TOWN.

- (4) Upon completion of this AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of ASSOCIATION or keep and maintain public records required by the TOWN to perform the service. If ASSOCIATION transfer all public records to the TOWN upon completion of the AGREEMENT, ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ASSOCIATION/PHYSICIAN keeps and maintains public records upon completion of the AGREEMENT, ASSOCIATION/PHYSICIAN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION/PHYSICIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION TOWN CLERK, 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

ARTICLE 13 - CONFLICTS OF INTEREST

ASSOCIATION represents that it will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this AGREEMENT. ASSOCIATION further agrees that it shall promptly notify TOWN in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence ASSOCIATION's judgment or the quality of the Services performed under this AGREEMENT. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that ASSOCIATION wishes to undertake and request TOWN's response as to whether the association, interest, or circumstance would, in the opinion of TOWN, constitute a conflict of interest if entered into by ASSOCIATION. TOWN agrees to notify ASSOCIATION of its opinion within thirty (30) days of receipt of notification by ASSOCIATION. If, in the opinion of TOWN, the prospective business association, interest, or circumstance would not constitute a conflict of interest by ASSOCIATION, the TOWN shall so state in its response.

ARTICLE 14 - TERMINATION OF AGREEMENT

Either party may terminate this AGREEMENT or any extension or renewal of this AGREEMENT for any reason at any time by providing sixty (60) days' prior written notice of termination to the other party. The TOWN may, in the TOWN's sole discretion, terminate this AGREEMENT immediately or upon such notification the TOWN deems appropriate in the TOWN's sole discretion, by giving written notice to the ASSOCIATION of the termination in the event of any one or more of the following:

- (a) The PHYSICIAN's license to practice medicine in any state where PHYSICIAN holds such a license is suspended or revoked, or the PHYSICIAN is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority;

- (b) The PHYSICIAN is charged with, or indicted or informed against or arrested for or, convicted of, any felony or misdemeanor;
- (c) The PHYSICIAN is found, in connection with his service as a physician or Medical Director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;
- (d) Any insurance coverage required by this AGREEMENT is not maintained or is not maintained at the required level or is canceled.

If any medical malpractice action or proceeding in connection with the PHYSICIAN'S or ASSOCIATION'S service as a Medical Director for any emergency medical services system is initiated against the PHYSICIAN or the ASSOCIATION, whether such action or proceeding arises out of events occurring prior to or after the effective date of this AGREEMENT, then ASSOCIATION/PHYSICIAN shall, within five (5) calendar days after the ASSOCIATION/PHYSICIAN is informed of such action or proceeding, provide the TOWN with written notice of such action or proceeding

ARTICLE 15 - INDEMNIFICATION

The ASSOCIATION shall indemnify and hold harmless the TOWN and the TOWN's officers, employees, and agents, from and against all claims, damages, judgements, losses, and expenses, including but not limited to reasonable attorney's fees, to the extent that they may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission, or medical malpractice (including, but not limited to supervision, direction, oversight, counseling, and training of and consultation with TOWN personnel), of ASSOCIATION, PHYSICIAN, designees and/or any other persons employed or utilized by ASSOCIATION/PHYSICIAN in the performance of this AGREEMENT.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the TOWN to enforce this Indemnification Clause shall be borne by the ASSOCIATION. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this AGREEMENT.

The foregoing indemnity shall not cover any claim arising out of the provision of Medical Director services occurring prior to the commencement of this AGREEMENT.

ASSOCIATION agrees to indemnify, defend and hold the Town, its Commission Members, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, to the extent of any negligence on the part of ASSOCIATION/PHYSICIAN or any officer, director, employee, agent, independent contractor, subcontractor or representative of ASSOCIATION/PHYSICIAN which arises out of (directly or indirectly) or is related to the Services provided under this AGREEMENT. Nothing contained in this provision or in the AGREEMENT shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Neither party shall be liable to the other for any special, incidental or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damages.

The indemnification provisions herein shall be limited to the levels of insurance provided pursuant to Article 9.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the TOWN nor ASSOCIATION shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL

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 and the AGREEMENT will be interpreted according to the laws of Florida. BY ENTERING INTO THIS AGREEMENT, ASSOCIATION AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 18- MISCELLANEOUS

18.1 Nonwaiver

A waiver by either TOWN or ASSOCIATION of any breach of this AGREEMENT shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 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 or voidable, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void or voidable provision shall be deemed severed from this AGREEMENT and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.3 Political Campaigns

During the term of this Agreement, the ASSOCIATION or any employee or associate, shall not be involved in any political campaign for TOWN elective office, nor make financial contribution to any such campaign.

18.4 Scrutinized Companies

A. ASSOCIATION certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this AGREEMENT at its sole option if the ASSOCIATION or any of its subcontractors are found to have submitted a false certification; or if the ASSOCIATION or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this AGREEMENT.

B. The ASSOCIATION agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this AGREEMENT. The ASSOCIATION agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this AGREEMENT, including any and all renewals. The ASSOCIATION agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the ASSOCIATION shall immediately notify the TOWN of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

C. In the event the TOWN determines, using credible information available to the public, that ASSOCIATION has submitted a false certification or ASSOCIATION is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the TOWN may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief against ASSOCIATION, pursuant to Section 287.135, Florida Statutes. In addition, the TOWN may pursue any and all other legal remedies against ASSOCIATION.

D. ASSOCIATION shall not seek damages, fees, or costs against the TOWN in the event the TOWN terminates the Agreement pursuant to this provision.

ARTICLE 19-INTEGRATION AND MODIFICATION

This AGREEMENT is adopted by the TOWN and ASSOCIATION as a final and complete statement of the terms of the AGREEMENT between the TOWN and ASSOCIATION. This AGREEMENT supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and ASSOCIATION pertaining to the Services, whether written or oral.

The AGREEMENT may not be modified unless such modifications are evidenced by an amendment in writing signed by both the TOWN and ASSOCIATION.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

The TOWN and ASSOCIATION each bind itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT. Any assignment, sale, pledge or conveyance of this contract by ASSOCIATION must be previously approved in writing by the TOWN, whose consent may be reasonably withheld. The Town and the ASSOCIATION each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as set forth above, neither the TOWN nor the ASSOCIATION shall assign, sublet, convey or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the ASSOCIATION.

ARTICLE 21 - CONTINGENT FEES

The ASSOCIATION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ASSOCIATION 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 working solely for the ASSOCIATION, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

ARTICLE 22 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to TOWN:

Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

As to ASSOCIATION:

Terry B. Cohen, M.D. P.A.
852 NE 72 Street
Boca Raton, FL 33487

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ASSOCIATION and TOWN.

ARTICLE 23 - EXECUTION OF DOCUMENTS

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this AGREEMENT or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

ARTICLE 24 - TAXES

ASSOCIATION shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to ASSOCIATION under the terms of this AGREEMENT. ASSOCIATION hereby agrees to indemnify and hold TOWN harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by TOWN arising out of ASSOCIATION's failure with respect to their obligations in this paragraph.

ARTICLE 25 - AVAILABILITY OF FUNDS

The obligations of TOWN under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by TOWN.

ARTICLE 26 - ACCESS AND AUDITS

The ASSOCIATION shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the AGREEMENT. The TOWN 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 and upon reasonable prior notice, at the ASSOCIATION's place of business. In no circumstances will ASSOCIATION be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the AGREEMENT, ASSOCIATION certify that they, their affiliates, suppliers, subcontractors and any other contractors 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 thirty-six (36) months immediately preceding the date hereof.

ARTICLE 28 - PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this AGREEMENT may be subject to investigation and/or audit by the Palm Beach County Inspector General. ASSOCIATION should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

ARTICLE 29 - E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the ASSOCIATION shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this AGREEMENT) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this AGREEMENT) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this AGREEMENT;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this AGREEMENT; and
6. Be aware that if the TOWN terminates this AGREEMENT under Section 448.095(2)(c), Florida Statutes, the ASSOCIATION may not be awarded a public contract for at least 1 year after the date on which the AGREEMENT is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Medical Director Services) as of the day and year set forth above.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Douglas Hillman, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Glen J. Torcivia, Town Attorney

TERRY B. COHEN, M.D., P.A.

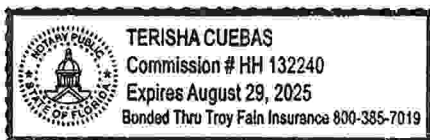
By: Terry B. Cohen MD

Print Name: Terry B. Cohen, M.D.

Title: MEDICAL DIRECTOR

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of December, 2021, by Terry Cohen as Medical Director of Terry B. Cohen, M.D., P.A, a Florida Professional Association, and who is personally known to me or who has produced the following _____ as identification.



Terisha Cuebas
Notary Public

EXHIBIT A

The ASSOCIATION shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The ASSOCIATION, through the PHYSICIAN, shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both parties, relating to the provision of emergency medical services. Such duties include, but are not limited to:

1. Supervise and accept responsibility for the medical performance of the TOWN's Emergency Medical Technicians and Paramedics functioning for the pre-hospital emergency and medical preventative health care services system of the Fire Rescue Services Department and of the TOWN, and assist with the development and implementation of Municipal E.M.S. System performance standards, medical protocols, as well as quality assurance standards and revisions thereto.
2. Advise, consult, train, and counsel the TOWN staff providing emergency medical services for the TOWN, and oversee the provision of emergency medical services for the TOWN, including appropriate quality assurance.
3. Provide liaison services as required and requested between the Fire Rescue Services Department of the TOWN and any educational, governmental or medical agency or institution relating to the provision of Emergency Medical Services.
4. Provide medical supervision and may directly authorize the use of an automatic or semi-automatic defibrillator by First Responders serving in the Police Department who meet the requirements of Section 401.2915, Florida Statutes.
5. Retain the ultimate authority to permit any Paramedic or EMT to utilize advanced life support, basic life support, patient assessment, patient stabilization, as well as health care screening and preventative health care techniques.
6. Supervise and assume responsibility for the medical performance of the Emergency Medical Technicians (EMTs) and Paramedics functioning for the Fire Rescue Services Department in the field of medical screening, preventative health care, and community health and wellness programs administered by the TOWN.
7. Develop and revise medically correct standing orders and protocols pursuant to Section 64JJ.004(4), Florida Administrative Code (2019), as may be amended or revised, to reflect the current standard of care for patients.
8. Review the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the Town.
9. Pursuant to Section 64J-J.004(4), Florida Administrative Code (2021), as may be amended or revised, develop, and implement a patient care quality assurance system to assess the medical performance of paramedics and emergency medical technicians. The PHYSICIAN shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2021) as may be amended or revised.
10. Conduct periodic review sessions with Fire Rescue Services Department personnel regarding medical management of individual medical rescue cases. The Medical Director shall conduct in-station education

and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.

11. In concert with the Fire Chief, establish a routine monthly meeting for the purposes of medical consultation, planning, education, and quality assurance.

12. Regularly review medical rescue reports prepared by Fire Rescue Services Department emergency medical technicians and paramedics, and review all problem cases as necessary or medically appropriate.

13. Assist, and make recommendations to the Fire Chief and other TOWN personnel, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the TOWN's emergency medical services system.

14. Conduct an annual review of medical rescue services via a report to the TOWN's Fire Chief (assessing the overall quality of services delivered by the TOWN's Fire Rescue Services Department's Emergency Medical Services, emergency medical technicians, and paramedics.

15. Participate in and testify as a witness in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the Fire Chief or by the Fire Chief's designee or by the TOWN Manager or TOWN Attorney, in connection with any matter related to or that may affect the TOWN's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.

16. The parties recognize that the TOWN is in the midst of starting a Fire Rescue Department. Accordingly, the Medical Director services to be provided herein, shall commence upon notification to the ASSOCIATION by the TOWN, that the Town's Fire Rescue Department is operational. Prior to that date, the ASSOCIATION agrees to incorporate with the TOWN, and provide such assistance to the TOWN as is reasonably necessary, to assist the TOWN in starting a Fire Rescue Department.

EXHIBIT B

COMPENSATION FOR SERVICES

1. In consideration for the Medical Director services provided by the ASSOCIATION to the TOWN, the ASSOCIATION shall be paid the sum of \$1,500 per month for each calendar month during the term of this AGREEMENT, upon the notification to the ASSOCIATION that the Town's Fire Department is operational, as set forth in Article 6 of the AGREEMENT.
2. In addition, in consideration for the Medical Director services associated with the establishment of the TOWN's Fire Rescue Department including, but not limited to, assisting with the application process for the COCPN provided by the ASSOCIATION to the TOWN, the ASSOCIATION shall invoice the TOWN on an hourly basis at the hourly rate of \$150.00. ASSOCIATION shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this AGREEMENT, to the attention of the Town Manager of TOWN. Invoices submitted shall cover the prior month's work. Each invoice shall specify the Services performed and the time expended by ASSOCIATION in 1/4 (.25) of an hour increments. Additionally, each invoice shall indicate ASSOCIATION'S tax ID number.
3. Subject to approval in accordance with the TOWN's standard policies, policies, and procedures, the TOWN shall remit payment for each invoice as described above, but no later than fifteen (15) days after receiving the invoice. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by ASSOCIATION during any particular month, ASSOCIATION is not required to send an invoice and TOWN shall not be responsible for any payment. TOWN shall not reimburse ASSOCIATION for any business expenses including, but not limited to, travel, mileage, hotel, office supplies or equipment, or other costs of doing business relating to the Services contemplated herein, except those specified in Article 10 of the AGREEMENT.
4. The TOWN further agrees that it shall reimburse ASSOCIATION, based on the calculation set out in this paragraph, for the cost of professional liability/malpractice insurance required by Article 9B of this AGREEMENT. The insurance certificate shall be submitted by the ASSOCIATION to the TOWN no later than 30 days prior to the beginning of each contract year this AGREEMENT is in effect, together with written verification of the amount of the annual insurance premium paid. The TOWN shall reimburse ASSOCIATION 1/12 of the total amount each month. It is anticipated that the amount of the reimbursement will increase in subsequent years, and the maximum of the amount reimbursed by the TOWN. In such subsequent years shall be increased from the initial year of this AGREEMENT by ten percent (10%) each additional annual period not to exceed an annual premium amount of \$10,000.00.
5. At the termination or expiration of this AGREEMENT, the TOWN shall pay to ASSOCIATION a one-time payment which shall be for ASSOCIATION'S cost of the premium to continue professional liability/malpractice insurance in order to cover claims that are made against him after the termination or expiration of this Agreement but which arose during the term of this AGREEMENT and from ASSOCIATION'S provision of Medical Director Services for the TOWN, provided however, this payment shall not be payable by the TOWN in the event the ASSOCIATION is terminated for cause ("Tail Coverage"). The premium limits in Exhibit B; Section 4 shall not apply.
 - a. Such payment by the TOWN shall not cover the cost of premiums for any claim other than claims that arose from ASSOCIATION'S provision of medical director services for the TOWN pursuant to this Agreement.
 - b. This payment by the TOWN for the Tail Coverage shall be as follows: for each full or partial year ASSOCIATION has provided Medical Director services for the TOWN, the TOWN shall pay an

amount equal to fifteen percent (15%) of the verified actual cost of the one-time payment, up to a maximum of one hundred percent (100%) of the cost of the one-time payment. To illustrate the TOWN's payment obligation under this paragraph, the TOWN will pay forty-five percent (45%) of the verified actual cost of the one-time payment in the event ASSOCIATION has provided Medical Director services for more than two and less than three years, and will pay one hundred percent (100%) of the verified cost of the one-time payment in the event ASSOCIATION has provided Medical Director services for the TOWN for more than six years.

c. In no case shall the TOWN pay more than the verified actual cost of this one-time payment for ASSOCIATION'S professional liability/ malpractice insurance under this paragraph.

d. Upon payment under Paragraph 4 above, ASSOCIATION/PHYSICIAN is required to obtain professional liability/malpractice insurance in order to cover claims that are made against the PHYSICIAN or ASSOCIATION after the termination or expiration of this AGREEMENT but which arose during the term of this AGREEMENT and from ASSOCIATION'S provision of Medical Director services for the TOWN, and to maintain this professional liability/malpractice insurance for the amount of time necessary to provide coverage of claims that are made against the PHYSICIAN or ASSOCIATION after the termination or expiration of this AGREEMENT but which arose during the term of this Agreement. The ASSOCIATION/PHYSICIAN shall provide a copy of the professional liability/malpractice insurance to the TOWN.

e. The TOWN shall not make any payment under the provisions of this paragraph in the event ASSOCIATION/PHYSICIAN does not procure professional liability/medical malpractice insurance to cover claims made after the termination or expiration of this Agreement that arose during the term of this Agreement and from ASSOCIATION'S/PHYSICIAN'S provision of Medical Director services for the TOWN.

6. Nothing herein guarantees a minimum amount of compensation that ASSOCIATION/PHYSICIAN will receive for Services under the AGREEMENT.