AGREEMENT

MANATEE COUNTY, FLORIDA

FY2023 – 2025 AGREEMENT FOR MEDICAL DIRECTOR FOR THE SOUTHERN MANATEE FIRE & RESCUE DISTRICT ALS NON-TRANSPORT ENGINES

ADOPTED: September 15, 2022

AGREEMENT FOR MEDICAL DIRECTOR FOR EMERGENCY MEDICAL SERVICES

WHEREAS, Section 401.265(1), Florida Statutes, and Florida Administrative Code 64J-1.004, adopted pursuant thereto, require entities providing basic life support (BLS) or advanced life support (ALS) services to contract with a licensed physician as its Medical Director for Emergency Medical Services Systems; and

WHEREAS, the Southern Manatee Fire Rescue District (hereinafter called DISTRICT) is an independent special district created by the legislature of the State of Florida that provides fire and first response medical services to the citizens of Manatee County; and

WHEREAS, the DISTRICT responds annually to over 6000 requests for emergency medical assistance in Manatee County by providing first response ALS Non-Transport medical services and is therefore required to contract for the services of an Emergency Medical Services (EMS) Medical Director pursuant to State law.

NOW THEREFORE, in consideration of these premises and the mutual covenants by and between David C. Nonell, M.D., (hereinafter called NONELL), and the DISTRICT, the receipt and sufficiency of which is hereby agreed upon, the DISTRICT agrees to contract with NONELL as its Medical Director and NONELL agrees to accept the appointment as Medical Director for the DISTRICT upon the following terms and conditions:

1. The DISTRICT hereby appoints NONELL as Medical Director for the Southern Manatee Fire Rescue District.

    a. The term of this agreement shall be for a period of three (3) years commencing October 1, 2022, through September 30, 2025. Either party may terminate this Agreement without cause on 90 days prior written notice given to the other party.

    b. As compensation to NONELL for services rendered herein, the DISTRICT shall pay NONELL annual compensation as provided in Section 1.c. below.

    c.

Year	**Time Period**	**Total Amount**
FY23	10/01/22 – 9/30/23	$26,522.00
FY24	10/01/23 – 9/30/24	$26,522.00
FY25	10/01/24 – 9/30/25	$26,522.00

d. The District shall pay the annual amount for each fiscal year, as set forth in Section 1.c. herein, to NONELL in twelve (12) equal installments. Compensation to NONELL shall be made during the first week of each month during the given fiscal year.

2. NONELL accepts appointment as Medical Director and agrees to provide services as an independent contractor for the DISTRICT, which shall include the performance of the duties of Medical Director as set forth in Chapter 401, Florida Statutes, and Florida Administrative Code 64J-1.004.

3. NONELL shall further perform the professional duties as described herein:

   a. Every two years develop and monitor medically correct standing orders or protocols that permit specified BLS and ALS procedures.
   b. Shall develop and implement a patient care quality assurance system to assess the medical performance of DISTRICT personnel.
   c. Shall ensure compliance to HIPAA rules and regulations.
   d. Establish and approve equipment for non-transport vehicles and review and approve cervical immobilization devices for both adult and pediatric patients.
   e. Develop and monitor EMS policies and procedures.
   f. Provide oversight and approval of EMS training to include EMT-Paramedic re-certification as provided by the DISTRICT.

4. The parties hereby consent and agree that the DISTRICT is not waiving the defense of sovereign immunity, the limits of liability of the DISTRICT, or other sovereign immunity protections as provided for under Section 768.28, Florida Statutes. The DISTRICT agrees to provide liability coverage at no cost to NONELL in the amount of two million dollars ($2,000,000) and agrees to continue coverage for at least two years following the termination of this agreement.

5. NONELL, or his designee, shall be available for Medical Direction (including, but not limited to, response to major medical emergencies, protocol interpretation, disaster management or community health issues) seven (7) days per week, twenty-four (24) hours per day.

6. This is an agreement for personal services and shall not be assigned by NONELL without the written consent of the DISTRICT.

7. This agreement, together with the laws and rules applicable thereto, constitute the entire agreement between the DISTRICT and NONELL, any verbal understanding or statements to the contrary notwithstanding.

8. No changes in this agreement shall be binding unless made in writing and signed by the parties.

9. Pursuant to applicable Florida law NONELL's records associated with this agreement may be subject to Florida's public record laws, Florida Statutes 119.01, et seq, as amended from time to time. NONELL shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the DISTRICT at the conclusion of this agreement, as provided for in Section 119.0701, Florida Statutes.

IF NONELL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NONELL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS, DEBBIE TUCKERMAN, P.O. BOX 20216, BRADENTON, FL 34204, (941) 751-7675, DTUCKERMAN@SMFR.COM.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

Witness as to NONELL:

_____
David C. Nonell, M.D.

_____

Title: _____

ATTEST: **Southern Manatee Fire & Rescue District**

BY: _____ BY: _____
Secretary **Chair**

Date: _____