



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
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## Agenda Request Form

**Agenda Number: 37.**

**File ID:** 24-0594

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/10/2024

**Short Title:** Contracts Database Report - June 18th, 2024

**Final Action:** 06/18/2024

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

- (A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal
- (B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal
- (C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal
- (D) Granicus, LLC - Legistar Software Maintenance - Renewal
- (E) Instructure, Inc. - Canvas Learning Management Software - Renewal
- (F) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal
- (G) S. Katz, Inc. - Medical Director - Renewal
- (H) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal
- (I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal
- ITEM (J) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**
- (J) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Non-Renewal

**\*Agenda Date:** 06/18/2024

**Agenda Number:** 37.

**Internal Notes:**

**Attachments:** 1. Contract Database Report - June 18th, 2024, 2. A. AT&T DW Holdings - PRI Agreement (All Backup), 3. B. Camelot Community Care-Behavioral Health (AB), 4. C. Ferguson Enterprises, LLC. - Utilities Fittings and Accessories (AB), 5. D. Granicus Inc - Legistar Software (All Backup), 6. E. Instructure Inc. - Canvas software for Charter Schools (AB), 7. F. Randy Katz - Interim Medical Director (AB), 8. G. S Katz, Inc. - Medical Director Services (AB), 9. H. School Board of Washington County PAEC Agreement (all backup), 10. I. Vigilant Solutions, Inc. - LPR ESA (all backup), 11. J. Clean Harbors Environmental Services Agreement - HHW (Piggyback CCreek)(all backup)

**Related Files:**

1	City Commission	06/18/2024	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez	
		Nay: - 0		

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**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal
- (B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal
- (C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal
- (D) Granicus, LLC - Legistar Software Maintenance - Renewal
- (E) Instructure, Inc. - Canvas Learning Management Software - Renewal
- (F) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal
- (G) S. Katz, Inc. - Medical Director - Renewal
- (H) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal
- (I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

**ITEM (J) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(J) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Non-Renewal

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal for Technology Services Department**

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and authorizes the renewal of existing circuits for successive twelve-month terms.
4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which expired on July 31st, 2023.
5. On June 26th, 2023, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2024.
6. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast has subsequently been acquired by AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC.
7. The Technology Services Department recommends that the City Commission approve the renewal of existing services for an additional twelve (12) month renewal term commencing on August 1st, 2024, and expiring on July 31st, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$44,824.80

b) **Amount budgeted for this item in Account No:**

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **1-year projection of the operational cost of the project**

This agreement is for a one-year period commencing August 01, 2024. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 01, 2024, to September 30, 2024 for City department budgets and August 01, 2024 to June 30, 2025 for Charter School's budget.

541370 (Communications):

	Current City FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**

**Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal for Charter High School**

1. On September 15, 2016, the City entered into an Agreement with Camelot Community

Care, Inc. for the provision of behavioral services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School, for an initial one (1) year period, which expired on June 30, 2017.

2. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. To date the Original Agreement has been renewed six (6) times, extending the term to June 30, 2024.

4. Furthermore, on April 6, 2022, the Parties executed the Sixth Amendment to decrease the scope of services and the total annual compensation from \$28,754.00 to \$27,850.00.

5. The City of Pembroke Pines Charter High School recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on July 1, 2024, and naturally expire on June 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$27,850.00

**b) Amount budgeted for this item in Account No:**

172-569-5053-531310-6130-310-0000- Professional Svc - Tech Svc

**c) Source of funding for difference, if not fully budgeted:** N/A

**d) 1 year projection of the operational cost of the project:**

	FY 2024-2025
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

**e) Detail of additional staff requirements:** N/A

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** N/A

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** N/A

**(C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal for Utilities**

## Department

1. On December 20, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF for the provision of utilities fitting and accessories, on an as needed basis which expired on July 15, 2023.
2. Section 4.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On July 6, 2023, the City Commission authorized to enter into the First Amendment to the Original Agreement, to increase the total compensation from \$200,000 to \$350,000, and to renew the term for an additional one (1) year period, which expires on July 15, 2024.
4. The Seminole County has renewed its Agreement with Ferguson Enterprises, LLC., for an additional one (1) year period, which will expire on July 15, 2025.
5. The Utilities Department recommends that the City Commission approve this Second Amendment to increase the total compensation to \$400,000 and to renew the term for an additional and final one (1) year period, which shall commence on July 16, 2024, and naturally expire on July 15, 2025, as allowed by the agreement.

## FINANCIAL IMPACT DETAIL:

**a) Renewal Cost:** \$400,000.00

**b) Amount budgeted for this item in Account No:**

\$70,000.00 is available in Account no. 471-535-6021-546150-0000-000-0000- (R&M Land & Bldg)

\$30,000.00 is available in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land & Bldg)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 2-year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$100,000.00	\$300,000.00
Net Cost	\$100,000.00	\$300,000.00

**e) Detail of additional staff requirements:** Not Applicable.

## FEASIBILITY REVIEW:

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**

**Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(D) Granicus, LLC - Legistar Software Maintenance - Renewal for City Clerk**

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Original Agreement has been amended three (3) times to include additional services and renewed for four (4) additional, one (1) year terms extending the term to September 30th, 2023.
5. On May 10th, 2023, the City executed the Eighth Amendment to approve assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.
6. On August 2, 2023, the City executed the Ninth Amendment to remove the VoteCast Tablet component of the services and to extend the term for an additional, one (1) year period which will expire on September 30, 2024.
7. The City Clerk's Office wishes to upgrade the Granicus encoder as Granicus cannot continue to support the existing one. Upgrading the Granicus encoder will also require some of our current subscription to expire to be replaced by a subscription of the new version of our existing subscriptions.

Our current subscription for Government Transparency Suite and Meeting Efficiency Suite will be replaced by GovMeetings Live Cast. Granicus Encoding Appliance Software (GT) will be replaced by Granicus Live Cast Encoding Software, and our subscription for Upgrade to SDI 720p Streaming will be replaced by Upgrade to 1080p Streaming.

The cost to renew our existing subscription is \$38,677.45, the cost of the one-time fees to upgrade the Granicus encoder is \$7,776, which includes a \$250 prorated fee for terminating existing subscriptions, and the cost for our new subscriptions is \$33,966.35 for a total annual cost of \$80,419.80.

8. The City Clerk Department recommends that the City Commission approve this Tenth Amendment to upgrade the encoder during the current subscription period, to terminate

specific subscriptions and replace them with the new version of those subscriptions, and to extend the subscription term for an additional one (1) year period, which shall commence on October 1st, 2024, and naturally expire on September 30th, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Upgrade and Renewal Cost:** \$80,419.80 (\$7,776.00 upgrade cost; \$72,643.80 subscription cost)

**b) Amount budgeted for this item in Account No:** \$7,776.00 in Account 001-519-1001-534995-0000-000-0000 - Other Svc - IT; \$72,643.80 in Account 001-519-1001-552652-0000-000-0000 - Non-Capital Software & Licenses

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 1-year projection of the operational cost of the project:**

	FY 2024	FY 2025
Revenues	\$0.00	\$0.00
Expenditures	\$7,776.00	\$72,643.80
Net Cost	\$7,776.00	\$72,643.80

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(E) Instructure, Inc. - Canvas Learning Management Software - Renewal for Charter Schools**

1. On October 3, 2017, the City entered into an Agreement with Instructure, Inc. for the provision of Canvas Learning Management Software for the City's Charter Schools, for an initial four (4) year period, which expired on June 30, 2021.

2. On August 16, 2018, the City approved to add the additional services of the Canvas Cloud Subscription.

3. On June 16, 2021, the City entered into an Agreement renewing the term for an additional three (3) year period, which expires on June 30, 2024.



4. The City's Charter Schools recommends the City Commission to approve this Agreement to renew the term for a three (3) year period, which shall commence on July 1, 2024, and naturally expire on July 31, 2027.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$118,720.79 (Renewal cost for the three (3) year term).

b) **Amount budgeted for this item in Account No:** \$39,055.30 will be budgeted in the 2024-2025 Proposed Charter School Budgets within the following Non-capitalized Software Accounts.

**Non-capital Software Accounts**

School Site	Account Coding	Amount
East Elementary (K-3)	170-569-5051-552652-5101-369-0000-00550	\$ 3,035.62
East Elementary (4-5)	170-569-5051-552652-5102-369-0000-00550	\$ 1,495.16
West Elementary (K-3)	170-569-5051-552652-5101-369-0000-00551	\$ 2,601.96
West Elementary (4-5)	170-569-5051-552652-5102-369-0000-00551	\$ 1,281.56
Central Elementary (K-3)	170-569-5051-552652-5101-369-0000-00552	\$ 2,601.96
Central Elementary (4-5)	170-569-5051-552652-5102-369-0000-00552	\$ 1,281.56
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 4,239.51
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 4,401.33
Academic Village Middle	172-569-5053-552652-5102-369-0000-	\$ 1,941.77
Academic Village High	172-569-5053-552652-5103-369-0000-	\$ 11,650.57
FSU Elementary (K-3)	173-569-5061-552652-5101-369-0000-	\$ 3,031.28
FSU Elementary (4-5)	173-569-5061-552652-5102-369-0000-	\$ 1,493.02
<b>Total</b>		<b>\$ 39,055.30</b>

c) **Source of funding for difference, if not fully budgeted:** Not applicable.

d) **5 year projection of the operational cost of the project:**

	FY2024-25	FY2025-26	FY2026-27	Year 4	Year 5
Revenue	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$39,055.30	\$38,663.32	\$41,002.17	\$ .00	\$ .00
Net Cost	\$39,055.30	\$38,663.32	\$41,002.17	\$ .00	

e) **Detail of additional staff requirements:** Not applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(F) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal for Fire Department**

1. On June 5, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. to employ an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis for an initial one (1) month period, commencing on June 5, 2019. Randy S. Katz, D.O., P.L. only performs whenever the Medical Director is unable to provide the services to the City.
2. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
3. To date the City Commission has approved continuation of the Original Agreement up to September 30, 2024.
4. On April 11, 2023, the Parties executed the First Amendment to the Original Agreement, to increase the monthly fee from \$3,341.83 to \$3,475.51 and to approve the continuation of the Interim Medical Agreement on a month-to-month basis.
5. The Fire Department recommends that the City Commission approve the continuation of the Interim Medical Director agreement on a month-to-month basis up to September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$41,706.12
- b) **Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - Other Rescue
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project** Not Applicable

	FY-2024-2025
Revenues	\$ .00
Expenditures	\$41,706.12
Net Cost	\$41,706.12

- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**

**Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(G) S. Katz, Inc. - Medical Director - Renewal for Fire Department**

1. On June 5, 2019, the City entered into an Agreement with S Katz, Inc. to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics, for an initial one (1) year period, which expired on June 4, 2020.
2. Section 3.1 of the Original Agreement authorizes renewal of the Original Agreement for five (5), additional, one (1) year renewal terms upon mutual consent of the parties.
3. On April 15, 2020, the parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2021.
4. On March 17, 2021, the parties executed the Second Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2022.
5. On March 2, 2022, the parties executed the Third Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2023.
6. On April 11, 2023, the parties executed the Fourth Amendment to the Original Agreement to increase the annual compensation from forty thousand, one hundred two dollars and 00/100 cents (\$40,102.00) to forty-one thousand, seven hundred six dollars and 08/100 cents (\$41,706.08) and to renew the term for a sixteen (16) month period, which will expire on September 30, 2024.
7. The Fire Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional and final one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$41,706.08

**b) Amount budgeted for this item in Account No:**

001-529-4003-531509-0000-000-0000- Professional Svc - Other Rescue

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 1-year projection of the operational cost of the project** Not Applicable

	FY-2024-2025
Revenues	\$ .00
Expenditures	\$41,706.08
Net Cost	\$41,706.08

e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(H) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal for FSU Charter School**

1. On June 15, 2023, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2023, and expiring June 30, 2024.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus recommends that the City Commission approve this renewal Agreement for the term commencing on July 1, 2024, and expiring on June 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** There is no cost to the City of Pembroke Pines. The FSU District pays for these services.

b) **Amount budgeted for this item in Account No:** Not Applicable

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5-year projection of the operational cost of the project** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not applicable

**(I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Renewal for Police Department**

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, which commenced on January 16, 2016 (60 days from the effective date), and expired on January 16, 2017.

2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras. The Original Agreement included the Intelligence-Led Policing Package up to November 2021 at which time the Police Department switched to the Basic LPR Service Package with the Investigative Data Platform (IDP).

3. Section III.A of the Original Agreement authorizes the extension of the Original Agreement for additional, one (1) year Service Periods.

4. The Original Agreement was extended six (6) Service Periods, extending the term to January 14, 2022.

5. On November 3, 2021, the parties entered into the Seventh Amendment to switch to Basic Service, and enter into the IDP agreement, to renew for a seventh term and align the Service Period with the City's fiscal year, extending the term to September 30, 2023.

6. On September 11, 2023, and October 3, 2023, the parties signed the Eighth Amendment and the Amended and Restated Eighth Amendment, respectively, renewing the Service Periods, clarifying the annual amounts, and extending the term to September 30, 2024.

7. The Police Department recommends that the City Commission approve this Ninth Amendment for the one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost: \$57,714.30**

**b) Amount budgeted for this item in Account No:** \$37,000.00 in account #001-521-3001-534990-0000-000-0000-: Other Svc; and \$21,840.00 in account #001-521-3001-546800-0000-000-0000-: Maintenance Contracts.

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 1-year projection of the operational cost of the project:**

	FY 2024-25
Revenues	\$0.00
Expenditures	\$57,714.30
Net Cost	\$57,714.30

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(J) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Non-Renewal**

1. On February 2, 2022, the City entered into an Agreement with Clean Harbors Environmental Services, Inc. for an eight (8) month period, expiring October 23, 2022.
2. Clean Harbors Environmental Services, Inc. provides household hazardous waste collection and disposal services for the city's residents.
3. The Original Agreement provided for one (1) additional two (2) year renewal term should the City of Coconut Creek renew the term of their agreement. The City of Coconut Creek and the Contractor subsequently revised the renewal terms to two (2), one (1) year renewal terms.
4. On October 27, 2022, and November 7, 2023, the parties entered into the First Amendment and Second Amendment, respectively, extending the term of the Agreement for one (1) year each, up to October 23, 2024.
5. The Agreement does not provide for any further renewal terms and the Southeast Florida Cooperative is working on procuring a new contract, which the City will explore and will present to City Commission for recommendation.





City of Pembroke Pines

**FIRST AMENDMENT TO INTERIM MEDICAL DIRECTOR AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
RANDY S. KATZ D.O. P.L.**

**THIS AMENDMENT ("First Amendment")**, dated April 11, 2023, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**RANDY S. KATZ D.O. P.L.**, as listed with the Florida Division of Corporations, with a business address of **3636 Juniper Lane, Davie, FL 33330**, hereinafter referred to as "INTERIM MEDICAL DIRECTOR". "CITY" and "INTERIM MEDICAL DIRECTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 5, 2019**, the Parties entered into the Interim Medical Director Agreement ("Original Agreement") for an initial **one (1) month period**, which automatically renews for subsequent one (1) month terms unless the Agreement is terminated; and,

**WHEREAS**, the Parties desire to increase the compensation amount as set forth in this First Amendment.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

**SECTION 3.** Section 4.2 of the Original Agreement is hereby revised and amended as set forth below:





City of Pembroke Pines

4.2 The CITY hereby agrees to pay INTERIM MEDICAL DIRECTOR for the faithful performance of the services required under this Agreement, in lawful money of the United States, a monthly fee of ~~THREE THOUSAND, THREE HUNDRED FORTY-ONE DOLLARS AND 83/100 (\$3,341.83)~~ THREE THOUSAND, FOUR HUNDRED SEVENTY-FIVE DOLLARS AND 51/100 CENTS (\$3,475.51).

**SECTION 4. Scrutinized Companies.** INTERIM MEDICAL DIRECTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** INTERIM MEDICAL DIRECTOR certifies that they are aware of and comply with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



*City of Pembroke Pines*

**5.2 Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 6.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 7.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 8.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 9.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.



City of Pembroke Pines

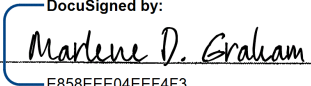
**SECTION 10.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**IN WITNESS OF THE FOREGOING,** the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

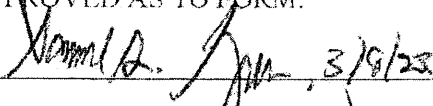
ATTEST:

DocuSigned by:  
  
 E858EEE04EEF4F3...  
 MARLENE D. GRAHAM, CITY CLERK  
 April 11, 2023

BY:

  
 MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

  
 Print Name: SAMUEL J. GORKER  
 OFFICE OF THE CITY ATTORNEY

BY:

DocuSigned by:  
  
 47B966ECFDAD4AC...  
 CHARLES F. DODGE, CITY MANAGER

**INTERIM MEDICAL DIRECTOR:**

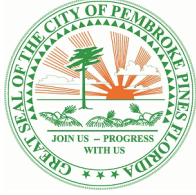
RANDY S. KATZ D.O. P.L.

Signed By:

Printed Name:

Title:

  
RANDY KATZ  
MEDICAL DIRECTOR



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 19.**

**File ID:** 23-0048

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 01/23/2023

**Short Title:** Contracts Database Report - April 4th, 2023

**Final Action:** 04/04/2023

**Title:** **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

(A) Facility Contract Services LLC - Professional Employment Services -  
Renewal

(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal

(C) Stryker Sales, LLC. - PowerLoad System - Renewal

(D) S. Katz, Inc. - Medical Director - Renewal

(E) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal

**ITEM (F) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,  
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS  
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO  
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(F) ESO Solutions, Inc. - Record Management Software - Non-Renewal

[Reviewed by Commission Auditor.](#)

**\*Agenda Date:** 04/04/2023

**Agenda Number:** 19.

### Internal Notes:

**Attachments:** 1. Contracts Database Report - April 4, 2023, 2. A. Facility Contract Services, LLC - 2018 Agreement (all backup), 3. B. Camelot Community Care-Behavioral Health (all Backup), 4. C. Stryker-Power Load (all backup), 5. D. S Katz, Inc. - Medical Director Services Agreement (all backup), 6. E. Randy Katz - Interim Medical Director (all backup), 7. F. ESO - Record Management Software Agreement (all backup)

Agenda Request Form Continued (23-0048)

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1	City Commission	04/04/2023	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

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**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Facility Contract Services LLC - Professional Employment Services - Renewal**

1. On June 21, 2000, the City entered into an agreement with The Haskell Company ("Haskell") for the provision of professional employment services after receiving qualifications and proposals from various providers and determining that Haskell was the most capable, responsive and responsible business to provide the aforementioned services.
2. The initial term of the agreement between Haskell and the City was for a one (1) year period. The agreement allowed for automatic renewals at the expiration of the initial term and annually thereafter unless notice of intent not to renew was provided.
3. Haskell provided notice to the City of its intent to terminate the agreement and on November 12, 2008, Haskell assigned the agreement to Facility Contract Services, LLC. ("FCS")commencing on January 1, 2009, which was approved by City Commission under Resolution No. 3211 on December 3, 2008.
4. On June 20, 2018, the City Commission approved a motion to remove the advertisement of AD-18-05 "Professional Employment Services" and to renegotiate a contract with the current service provider, FCS.
5. On September 17, 2018, the City Commission approved the renegotiated agreement for an initial five (5) year term which commenced on October 1, 2018 and shall expire on September 30, 2023, in the best interest of the City pursuant to section 35.18(c)(8) of the procurement code.

Agenda Request Form Continued (23-0048)

6. Section 12.1 of the renegotiated agreement authorizes the renewal for two (2) independent, five (5) year renewal terms, upon mutual agreement of the parties.

7. The current burden rate of 20% is being reduced effective October 1st, 2023 as follows upon approval of the First Amendment by the City Commission.

Gross Payroll (Annualized)	Applicable Burden Rate
\$12,000,000.00 and Above	(19%)
\$10,000,000.00 to \$12,000,000.00	(19.5%)
Less than \$10,000,000.00	(20%)

8. City Administration recommends that the City Commission approve this First Amendment for the first, five (5) year renewal term commencing on October 1st, 2023 and expiring on September 30th, 2028, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** Estimated cost of \$24,148,578 is the proposed budget for FY2023-24, which includes the estimated annual savings of approximately \$173,000 in administrative burden rate reduction from 20% to 19%.

**b) Amount budgeted for this item in Account No:** Funds will be budgeted in the 2023-24 Proposed Budget under various divisions under object code #534989 (Other Svc - FCS).

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project:** Estimated cost with 4% increase in year 2025-2027 & 3% in FY2028.

	FY2024	FY2025	FY2026	FY2027	FY2028
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$24,148,578.00		\$25,114,521.00	\$26,119,102.00	\$27,163,866.00
\$27,978,782.00					
Net Cost	\$24,148,578.00	\$25,114,521.00	\$26,119,102.00	\$27,163,866.00	
\$27,978,782.00					

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Total Savings of \$5,749,953

Agenda Request Form Continued (23-0048)**Based on FCS Employee Budgets  
for FY2024 as of 03/21/2023**

	<b>City</b>	<b>Schools</b>	<b>Total</b>
Savings between FCS cost vs. In-House Cost	\$4,631,496	\$1,118,457	\$5,749,953

**(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal**

1. On September 15, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, which expired on June 30, 2017.
2. Camelot Community Care, Inc. provides the City's Charter Schools with behavioral health services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School.
3. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has been renewed six (6) times, extending the term to June 30, 2023.
5. Furthermore, on April 6, 2022, the Parties executed the Sixth Amendment to decrease the scope of services and the total annual compensation from \$28,754.00 to \$27,850.00.
6. The City of Pembroke Pines Charter High School is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on July 1, 2023 and naturally expire on June 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:****a) Renewal Cost:** \$27,850.00**b) Amount budgeted for this item in Account No:**

172-569-5053-531310-6130-310-0000- Professional Svc - Tech Svc

**c) Source of funding for difference, if not fully budgeted:** N/A**d) 1 year projection of the operational cost of the project:**

	FY 2023-2024
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

**e) Detail of additional staff requirements:** N/A

**Agenda Request Form Continued (23-0048)**

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**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** N/A

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** N/A

**(C) Stryker Sales, LLC. - PowerLoad System - Renewal**

1. On April 7, 2021, the City entered into an Agreement with Stryker Sales, LLC. for an initial one (1) year period which naturally expired on April 14, 2022.
2. Stryker Sales, LLC provides a comprehensive maintenance plan for the City's Stryker stretchers and PowerLoad System.
3. The Original Agreement allows for additional one (1) year term renewals upon mutual consent, evidenced by a written Amendment.
4. On April 14, 2022, the City Commission approved the First Amendment to the Original Agreement to increase the annual compensation to \$26,096.00 and to extend the term for a one (1) year period which will naturally expire on April 14, 2023.
5. The Fire Department recommends that the City Commission approve this Second Amendment to increase the compensation to \$43,563.33 and to extend and align the term with the City's fiscal year which shall commence on April 15, 2023 and shall expire on September 30, 2024.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$43,563.33 (1 year and 5.5 months)

**b) Amount budgeted for this item in Account No:** 001-529-4003-546800-0000-000-0000  
(Maintenance Contract)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,691.33	\$29,872.00	\$ .00	\$ .00	\$ .00
Net Cost	\$13,691.33	\$29,872.00	\$ .00	\$ .00	\$ .00

**e) Detail of additional staff requirements:** Not Applicable



**Agenda Request Form Continued (23-0048)**

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**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(D) S. Katz, Inc. - Medical Director - Renewal**

1. On June 5th, 2019, the City entered into a Medical Director Agreement with S Katz, Inc. for an initial one (1) year period, which expired on June 4th, 2020.
2. The City of Pembroke Pines Fire Department contracts S. Katz, Inc. as a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.
3. Section 3.1 of the Original Agreement authorizes renewal of the Original Agreement for five (5), additional, one (1) year renewal terms upon mutual consent of the parties.
4. On April 15, 2020, the parties executed the First Amendment to the Original Agreement to renew the term for one (1) year, which expired on June 4th, 2021.
5. On March 17th, 2021, the parties executed the Second Amendment to the Original Agreement to renew the term for one (1) year, which expired on June 4th, 2022.
6. On March 2nd, 2022, the parties executed the Third Amendment to the Original Agreement to renew the term for one (1) year, which shall expire on June 4th, 2023.
7. The Fire Department recommends that the City Commission approve this Fourth Amendment to increase the annual compensation from \$40,102.00 to \$41,706.08 and to renew the term of the Agreement and align it with the City's fiscal year for a period which shall commence on June 5th, 2023 and shall expire on September 30th, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$55,608.11 (1 year and 4 months)

**b) Amount budgeted for this item in Account No:**

001-529-4003-531509-0000-000-0000- Professional Svc - OtherRescue

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 16-month projection of the operational cost of the project** Not Applicable

**Agenda Request Form Continued (23-0048)**

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	Current FY	FY 2023-24
Revenues	\$ .00	\$ .00
Expenditures	\$13,902.03	\$41,706.08
Net Cost	\$13,902.03	\$41,706.08

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**(E) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal**

1. On June 5th, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. for an initial one (1) month period, commencing on June 5th, 2019.
2. The City of Pembroke Pines Fire Department contracts Randy S. Katz, D.O., P.L. as an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis.
3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
4. To date the City Commission has approved continuation of the Original Agreement up to June 4th, 2023.
5. The Fire Department recommends that the City Commission approve this First Amendment to increase the monthly fee from \$3,341.83 to \$3,475.51 and to approve the continuation of the Interim Medical Director agreement on a month-to-month basis, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost:** \$55,608.11 (1 year and 4 months)
- b) Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - OtherRescue
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 16-month projection of the operational cost of the project** Not Applicable

Current FY	FY 2023-24
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**Agenda Request Form Continued (23-0048)**

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Revenues	\$ .00	\$ .00
Expenditures	\$13,902.03	\$41,706.08
Net Cost	\$13,902.03	\$41,706.08

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**(F) ESO Solutions, Inc. - Record Management Software - Non-Renewal**

1. On August 22nd, 2017, the City entered into a Record Management Software Agreement with ESO Solutions, Inc for an initial one (1) year period, which expired on August 21st, 2018.
2. The City of Pembroke Pines Fire Department utilizes ESO Solutions, Inc. to provide Health Records Management Software.
3. Section 3.2 of the Original Agreement authorized the Agreement to be extended for five (5) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. On September 4th, 2018, the Parties executed the First Amendment to provide for recognition of the corporate name change of CONTRACTOR from Conduent Government Systems, LLC to ESO Solutions, Inc., to amend Article II of the Original Agreement entitled Services and Responsibilities, to include an additional Software as a Service ("SaaS") Agreement, and to extend the term for the first, one (1) year renewal which expired on August 21st, 2019.
5. On August 14th, 2019, the Parties executed the Second Amendment to renew the term thereof for the second, one (1) year renewal which expired on August 21st, 2020.
6. On June 25th, 2020, the Parties executed the Third Amendment to renew the term thereof for the third, one (1) year renewal which expired on August 21st, 2021.
7. On February 3rd, 2021, the Parties executed the Fourth Amendment, to co-term all the software subscriptions and extend the third renewal term to coincide with the City's fiscal year, which expired on September 30th, 2021.
8. On June 16th, 2021, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term thereof for the fourth, one (1) year renewal which will expired on September 30th, 2022.

*Agenda Request Form Continued (23-0048)*

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9. On June 27th, 2022, the Parties executed the Sixth Amendment to renew the term for all subscriptions with the exception of Firehouse, for the fifth and final, one (1) year renewal period which will expire on September 30, 2023.

10. The Agreement does not provide for any further renewal terms, and the Fire Department has begun a new procurement process to secure these services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C, No, Ext): 800-342-2898 FAX (A/C, No): E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com														
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Doctors Company</td> <td>34495</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Doctors Company	34495	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Doctors Company	34495														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 995767449**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Medical Professional Liability (Claims Made Coverage)			2120188	6/1/2021	6/1/2022	Incident Aggregate \$250,000 \$750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
 KATZ, RANDY SCOTT, DO

**CERTIFICATE HOLDER****CANCELLATION 30**

MEMORIAL REGIONAL HOSPITAL NORTH CAMPUS  
 3501 JOHNSON ST  
 HOLLYWOOD FL 33021-5421

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RANDSKA-01

JULIERAISS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>NFP Property &amp; Casualty Services, Inc.</b> <b>8777 North Gainey Center Drive</b> <b>Suite 260</b> <b>Scottsdale, AZ 85258</b>	<b>CONTACT NAME:</b> Julie Raiss <b>PHONE (A/C, No, Ext):</b> (928) 515-0123 <b>FAX (A/C, No):</b> (928) 775-3429 <b>E-MAIL ADDRESS:</b> julie.raiss@nfp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b>  <b>Randy Katz, DO</b> <b>3636 Juniper Lane</b> <b>Davie, FL 33330</b>		<b>NAIC #</b> <b>17370</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EMD1990793P1	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	X		EMD1990793P1	12/15/2021	12/15/2022	Each Claim 1,000,000
A	Professional Liab	X		EMD1990793P1	12/15/2021	12/15/2022	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Pembroke Pines is additional insured with respects to general liability per endorsement EMD 7000-0915-N.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Pembroke Pines</b> <b>601 City Center Way</b> <b>Pembroke Pines, FL 33025</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# Nautilus Insurance Company

## EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

### I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

#### A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
  - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
  - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
  - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

#### B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.

## NAUTILUS INSURANCE COMPANY

### C. Defense and Settlement

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim**, **Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

### II. Who is Insured

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
  1. the entity so designated; and
  2. any Emergency Medical Service Medical Director of such entity; and
  3. any employee of the **Named Insured**;
 but only with respect to **Professional Services**;



## NAUTILUS INSURANCE COMPANY

- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** ("locum tenens"), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations' status as an Additional Insured ends when the **Insured's** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

### III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

### IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney's fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
  - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
  - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
  - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
  - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

## NAUTILUS INSURANCE COMPANY

### V. EXCLUSIONS

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
  - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
  - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
  - a. any request, demand or order that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - b. any **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;

## NAUTILUS INSURANCE COMPANY

10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

### With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
  - a. one **Insured** under this Policy against another **Insured** under this Policy;
  - b. any entity which is controlled, managed or operated by an **Insured**;
  - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
  - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
  - a. any sanitarium, hospital or medical center;
  - b. any clinic with bed care facilities;
  - c. any laboratory; or
  - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

## NAUTILUS INSURANCE COMPANY

9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

### With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
  - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
  - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

4. based upon or arising out of **Property Damage** to:
  - a. property owned or occupied or rented to the **Insured**;
  - b. property used by the **Insured**; or
  - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;

5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;

## NAUTILUS INSURANCE COMPANY

8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

### VI. DEFINITIONS

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
  1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this Policy applies;
  2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
  3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
  4. any **Suit**.

**Claim** shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
  1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
  2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
  3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

**Claim Expenses** do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.



## NAUTILUS INSURANCE COMPANY

- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
  - 1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
  - 2. fees, expenses or other consideration paid or owed an **Insured**; or
  - 3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
  - 1. source material;
  - 2. special **Nuclear Material**; or
  - 3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

## NAUTILUS INSURANCE COMPANY

- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
  2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
  3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
  2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
  2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or

## NAUTILUS INSURANCE COMPANY

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
  2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
  3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
  4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
  5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
  6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
  7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
  8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
  9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

### VII. LIMIT OF LIABILITY

#### A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

#### B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

#### C. Policy Aggregate

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.



## NAUTILUS INSURANCE COMPANY

### D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

### E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

### F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

## VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

### A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

## NAUTILUS INSURANCE COMPANY

### B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

### C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

### D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

## IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

## NAUTILUS INSURANCE COMPANY

### X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**.
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
  - 1. the specific **Wrongful Act** or **Occurrence**; and
  - 2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
  - 3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

### XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

### XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.

## NAUTILUS INSURANCE COMPANY

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

### XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

### XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

### XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

### XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

### XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

## NAUTILUS INSURANCE COMPANY

### XVIII. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### XIX. CONFORMITY TO STATUTE

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

### XX. LIBERALIZATION

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

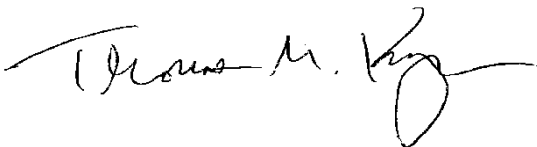
### XXI. BANKRUPTCY OR INSOLVENCY OF INSURED

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

### XXII. ENTIRE CONTRACT

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



*President and Chief Executive Officer*



*Secretary*



RANDSKA-01

JULIERAISS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>NFP Property &amp; Casualty Services, Inc.</b> <b>8777 North Gainey Center Drive</b> <b>Suite 260</b> <b>Scottsdale, AZ 85258</b>	<b>CONTACT NAME:</b> Julie Raiss <b>PHONE (A/C, No, Ext):</b> (928) 515-0123 <b>FAX (A/C, No):</b> (928) 775-3429 <b>E-MAIL ADDRESS:</b> julie.raiss@nfp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Nautilus Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b>  <b>Randy Katz, DO</b> <b>3636 Juniper Lane</b> <b>Davie, FL 33330</b>		<b>NAIC #</b> <b>17370</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EMD1990793P2	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	X		EMD1990793P2	12/15/2022	12/15/2023	Each Claim 2,000,000
A	Professional Liab	X		EMD1990793P2	12/15/2022	12/15/2023	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Pembroke Pines is additional insured with respects to general liability per endorsement EMD 7000-0915-N.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Pembroke Pines</b> <b>601 City Center Way</b> <b>Pembroke Pines, FL 33025</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# Nautilus Insurance Company

## EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

### I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

#### A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
  - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
  - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
  - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

#### B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.

## NAUTILUS INSURANCE COMPANY

### C. Defense and Settlement

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim**, **Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

### II. Who is Insured

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
  1. the entity so designated; and
  2. any Emergency Medical Service Medical Director of such entity; and
  3. any employee of the **Named Insured**;
 but only with respect to **Professional Services**;



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- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** ("locum tenens"), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations' status as an Additional Insured ends when the **Insured's** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

### III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

### IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney's fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
  - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
  - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
  - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
  - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

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### V. EXCLUSIONS

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
  - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
  - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
  - a. any request, demand or order that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - b. any **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;

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10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

### With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
  - a. one **Insured** under this Policy against another **Insured** under this Policy;
  - b. any entity which is controlled, managed or operated by an **Insured**;
  - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
  - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
  - a. any sanitarium, hospital or medical center;
  - b. any clinic with bed care facilities;
  - c. any laboratory; or
  - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

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9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

### With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
  - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
  - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

4. based upon or arising out of **Property Damage** to:
  - a. property owned or occupied or rented to the **Insured**;
  - b. property used by the **Insured**; or
  - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;

5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;

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8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

### VI. DEFINITIONS

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
  1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this Policy applies;
  2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
  3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
  4. any **Suit**.

**Claim** shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
  1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
  2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
  3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

**Claim Expenses** do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.



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- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
  - 1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
  - 2. fees, expenses or other consideration paid or owed an **Insured**; or
  - 3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
  - 1. source material;
  - 2. special **Nuclear Material**; or
  - 3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

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- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
  2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
  3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
  2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
  2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or

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3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
  2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
  3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
  4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
  5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
  6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
  7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
  8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
  9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

### VII. LIMIT OF LIABILITY

#### A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

#### B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

#### C. Policy Aggregate

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.



## NAUTILUS INSURANCE COMPANY

### D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

### E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

### F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

## VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

### A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

## NAUTILUS INSURANCE COMPANY

### B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

### C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

### D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

## IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

## NAUTILUS INSURANCE COMPANY

### X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**.
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
  - 1. the specific **Wrongful Act** or **Occurrence**; and
  - 2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
  - 3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.

Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

### XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

### XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.

## NAUTILUS INSURANCE COMPANY

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

### XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

### XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

### XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

### XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

### XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

## NAUTILUS INSURANCE COMPANY

### XVIII. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### XIX. CONFORMITY TO STATUTE

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

### XX. LIBERALIZATION

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

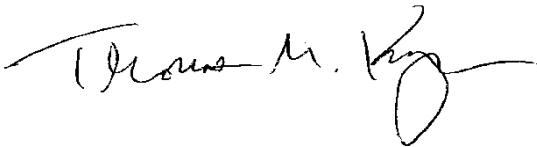
### XXI. BANKRUPTCY OR INSOLVENCY OF INSURED

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

### XXII. ENTIRE CONTRACT

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



*President and Chief Executive Officer*



*Secretary*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C, No, Ext): 800-342-2898 FAX (A/C, No): E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com														
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Allied World Surplus Lines Ins</td> <td>24319</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Surplus Lines Ins	24319	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 1557709969**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability (Claims Made Coverage)			03133678	6/1/2022	6/1/2024	Incident \$250,000 Aggregate \$750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
 KATZ, RANDY SCOTT, DO

**CERTIFICATE HOLDER****CANCELLATION 30**

MEMORIAL REGIONAL HOSPITAL NORTH CAMPUS  
 3501 JOHNSON ST  
 HOLLYWOOD FL 33021-5421

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Rojas, Dominique

---

**From:** Rotstein, Daniel  
**Sent:** Monday, February 27, 2023 5:51 PM  
**To:** Rojas, Dominique  
**Subject:** FW: Randy S. Katz, D.O., P.L. - Interim Medical Director - Continuation of Agreement - Request for approval of Updated COIs  
**Attachments:** Randy Katz - Interim Medical Director (ABD+UCOI).pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Approved

---

**From:** Rojas, Dominique <drojas@ppines.com>  
**Sent:** Monday, February 27, 2023 2:40 PM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Randy S. Katz, D.O., P.L. - Interim Medical Director - Continuation of Agreement - Request for approval of Updated COIs

Dear Daniel,

Good afternoon. Dr. Randy S. Katz has provided us with updated certificates of insurance which we have attached to the original agreement. Please could you confirm the certificates are approved (see pages 23-39 of the attached all-back-up file).

Thank you for your attention, with kindest regards,

**Dominique Rojas • Contracts Specialist**

Finance Department

**City of Pembroke Pines**

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: [drojas@ppines.com](mailto:drojas@ppines.com)

Main: 954-392-9435

Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)

[www.ppines.com](http://www.ppines.com)

**City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C, No, Ext): 800-342-2898 FAX (A/C, No): E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Allied World Surplus Lines Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24319

**COVERAGES**

CERTIFICATE NUMBER: 1557709969

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Medical Professional Liability (Claims Made Coverage)			03133678	6/1/2022	6/1/2024	Incident Aggregate \$250,000 \$750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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KATZ, RANDY SCOTT, DO

**CERTIFICATE HOLDER****CANCELLATION 30**

MEMORIAL REGIONAL HOSPITAL NORTH CAMPUS  
3501 JOHNSON ST  
HOLLYWOOD FL 33021-5421

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.





RANDSKA-01

JULIERAISS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER NFP Property & Casualty Services, Inc. 8777 North Gainey Center Drive Suite 260 Scottsdale, AZ 85258	CONTACT NAME: Julie Raiss	
	PHONE (A/C, No, Ext): (928) 515-0123 FAX (A/C, No): (928) 775-3429	
	E-MAIL ADDRESS: julie.raiss@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED  Randy Katz, DO 3636 Juniper Lane Davie, FL 33330	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EMD1990793P2	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	X		EMD1990793P2	12/15/2022	12/15/2023	Each Claim 2,000,000
A	Professional Liab	X		EMD1990793P2	12/15/2022	12/15/2023	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Pembroke Pines is additional insured with respects to general liability per endorsement EMD 7000-0915-N.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Julie A Raiss

# Nautilus Insurance Company

## EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

### I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

#### A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
  - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
  - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
  - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

#### B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.

### C. Defense and Settlement

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim**, **Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

### II. Who is Insured

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
  1. the entity so designated; and
  2. any Emergency Medical Service Medical Director of such entity; and
  3. any employee of the **Named Insured**;but only with respect to **Professional Services**;

- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** ("locum tenens"), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations' status as an Additional Insured ends when the **Insured's** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

### III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

### IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney's fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
  - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
  - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
  - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
  - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

**V. EXCLUSIONS**

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
  - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
  - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
  - a. any request, demand or order that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - b. any **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;



10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
  - a. one **Insured** under this Policy against another **Insured** under this Policy;
  - b. any entity which is controlled, managed or operated by an **Insured**;
  - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
  - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
  - a. any sanitarium, hospital or medical center;
  - b. any clinic with bed care facilities;
  - c. any laboratory; or
  - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
  - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
  - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;
4. based upon or arising out of **Property Damage** to:
  - a. property owned or occupied or rented to the **Insured**;
  - b. property used by the **Insured**; or
  - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;
5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;

8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

## VI. DEFINITIONS

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
  1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this Policy applies;
  2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
  3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
  4. any **Suit**.

**Claim** shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
  1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
  2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
  3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

**Claim Expenses** do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.



- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
  - 1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
  - 2. fees, expenses or other consideration paid or owed an **Insured**; or
  - 3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
  - 1. source material;
  - 2. special **Nuclear Material**; or
  - 3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
  2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
  3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
  2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
  2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
  2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
  3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
  4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
  5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
  6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
  7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
  8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
  9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

## VII. LIMIT OF LIABILITY

### A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

### B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

### C. Policy Aggregate

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.

### D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

### E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

### F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

## VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

### A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

### B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

### C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

### D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

## IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

### X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**.
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
  - 1. the specific **Wrongful Act** or **Occurrence**; and
  - 2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
  - 3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

### XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

### XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.



Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

### XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

### XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

### XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

### XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

### XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

**XVIII. CANCELLATION**

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**XIX. CONFORMITY TO STATUTE**

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

**XX. LIBERALIZATION**

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

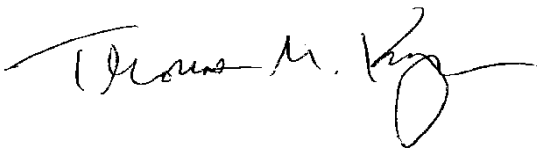
**XXI. BANKRUPTCY OR INSOLVENCY OF INSURED**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

**XXII. ENTIRE CONTRACT**

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



*President and Chief Executive Officer*



*Secretary*





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 12.**

**File ID:** 22-0132

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/22/2022

**Short Title:** Contracts Database Report - March 2nd, 2022

**Final Action:** 03/02/2022

**Title:** **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

(A) GLSC & Company, PLLC - Independent Auditing Services - Renewal

(B) S Katz, Inc. - Medical Director - Renewal

(C) Randy S. Katz D.O., P.L. - Interim Medical Director - Annual Review

**\*Agenda Date:** 03/02/2022

**Agenda Number:** 12.

### Internal Notes:

**Attachments:** 1. Contracts Database Report - March 2nd, 2022, 2. A. GLSC & Company, PLLC - Independent Auditor (FN-15-01) (all backup), 3. B. S Katz, Inc. - Medical Director Services (AB), 4. C. Randy Katz - Interim Medical Director (ALL BACKUP)

1 City Commission 03/02/2022 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,  
Commissioner Siple, and Commissioner Schwartz  
Nay: - 0

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE  
FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) GLSC & Company, PLLC - Independent Auditing Services - Renewal

(B) S Katz, Inc. - Medical Director - Renewal

(C) Randy S. Katz D.O., P.L. - Interim Medical Director - Annual Review

## **SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17th, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

### **(A) GLSC & Company, PLLC - Independent Auditing Services - Renewal**

1. On July 8th, 2015, the City entered into an Auditor Engagement Agreement with GLSC & Company, PLLC for an initial five (5) year period, which expired on June 30th, 2020.
2. The City of Pembroke Pines Finance Department utilizes GLSC & Company, PLLC to provide audits of the City and Charter School financial statements.
3. Section 7.2.1 of the Original Agreement authorized the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On April 11th, 2019 the Parties executed the First Amendment to the Original Agreement to increase the compensation as a result of the additional procedures required by the new Governmental Accounting Standards.
5. On June 3rd, 2020 the Parties executed the Second Amendment to the Original Agreement to enter into the first, two (2) year renewal term which will expire on June 30th, 2022.
6. The Finance Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment for the final, two (2) year renewal term commencing on July 1st, 2022 and expiring on June 30th, 2024, as allowed by the Agreement.

## **FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$140,792.00 (Subject to CPI Adjustment) broken-down as follows:  
City Audit: \$108,997.00 (Subject to CPI Adjustment)  
Charter Schools Audit: \$31,795.00 (Subject to CPI Adjustment)
- b) **Amount budgeted for this item in Account No:** This fee is budgeted annually as in

object code 532100 - Accounting and Audit Fees.

001-513-2001-532100-0000-000-0000	\$46,638.00
001-569-5005-532100-0000-000-0000	1,048.00
001-575-7006-532100-0000-000-0000	1,991.00
471-536-6010-532100-0000-000-0000	59,320.00

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\$108,997.00

170-569-5051-532100-7100-310-0000-00550	\$ 4,542.00
170-569-5051-532100-7100-310-0000-00551	4,542.00
170-569-5051-532100-7100-310-0000-00552	4,542.00
171-569-5052-532100-7100-310-0000-00553	4,542.00
171-569-5052-532100-7100-310-0000-00554	4,542.00
172-569-5053-532100-7100-310-0000	4,543.00
173-569-5061-532100-7100-310-0000	4,542.00

-----  
\$31,795.00

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 3 year projection of the operational cost of the project**

	Current	FY2023	FY2024
Revenues	\$ .00	\$ .00	\$ .00
Expenditures	\$140,792.00	\$140,792.00	\$140,792.00 (Subject to CPI Adjustment)
Net Cost	\$140,792.00	\$140,792.00	\$140,792.00 (Subject to CPI Adjustment)

**e) Detail of additional staff requirements:** Not Applicable

**(B) S KATZ, INC.-MEDICAL DIRECTOR-RENEWAL**

1. On June 5th, 2019, the City entered into a Medical Director Agreement with S Katz, Inc. for an initial one (1) year period, which expired on June 4th, 2020.
2. The City of Pembroke Pines Fire Department utilizes S. Katz, Inc. to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.
3. Section 3.1 of the Original Agreement allows for five (5) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had two (2) amendments, including two (2) additional one (1) year terms which extended the term to June 4th, 2022.
5. The Fire Department is satisfied with the performance and execution of this Agreement and recommends that the City Commission approve this Third Amendment to extend the term for an additional one (1) year renewal term which shall commence on June 5th, 2022 and naturally expire on June 4th, 2023, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00
- b) **Amount budgeted for this item in Account No:** 1-529-4003-531509-0000-000-0000  
Professional Svc - Other Rescue
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **2 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67
Net Cost	\$13,367.33	\$26,734.67

- e) **Detail of additional staff requirements:** "Not Applicable"

**(C) Randy S. Katz D.O., P.L. - Interim Medical Director - Annual Review**

1. On June 5th, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. for an initial one (1) month period, commencing on June 5th, 2019.
2. The City of Pembroke Pines Fire Department utilizes Randy S. Katz, D.O., P.L. to employ an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis.
3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
4. To date the City Commission has approved the continuation of the Original Agreement up to June 4th, 2022.
5. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the continuation of the month-to-month services, for an additional twelve (12) month period, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00
- b) **Amount budgeted for this item in Account No:** 001-529-4003-531509-0000-000-0000  
Professional Svc - Other Rescue
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **2 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2
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Revenues	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67
Net Cost	\$13,367.33	\$26,734.67

**e) Detail of additional staff requirements:** "Not Applicable"



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C, No, Ext): 800-342-2898 FAX (A/C, No): E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Doctors Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 34495

**COVERAGES**

CERTIFICATE NUMBER: 995767449

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Medical Professional Liability (Claims Made Coverage)			2120188	6/1/2021	6/1/2022	Incident Aggregate \$250,000 \$750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
KATZ, RANDY SCOTT, DO

**CERTIFICATE HOLDER****CANCELLATION 30**

MEMORIAL REGIONAL HOSPITAL NORTH CAMPUS  
3501 JOHNSON ST  
HOLLYWOOD FL 33021-5421

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RANDSKA-01

JULIERAISS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 8777 North Gainey Center Drive Suite 260 Scottsdale, AZ 85258	CONTACT NAME: Julie Raiss	
	PHONE (A/C, No, Ext): (928) 515-0123 FAX (A/C, No): (928) 775-3429	
	E-MAIL ADDRESS: julie.raiss@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED  Randy Katz, DO 3636 Juniper Lane Davie, FL 33330	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EMD1990793P1	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab	X		EMD1990793P1	12/15/2021	12/15/2022	Each Claim 1,000,000
A	Professional Liab	X		EMD1990793P1	12/15/2021	12/15/2022	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Pembroke Pines is additional insured with respects to general liability per endorsement EMD 7000-0915-N.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Julie A Raiss

# Nautilus Insurance Company

## EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

### I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

#### A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
  - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
  - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
  - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

#### B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.



### C. Defense and Settlement

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim**, **Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

### II. Who is Insured

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
  1. the entity so designated; and
  2. any Emergency Medical Service Medical Director of such entity; and
  3. any employee of the **Named Insured**;but only with respect to **Professional Services**;

- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** ("locum tenens"), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations' status as an Additional Insured ends when the **Insured's** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

### III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

### IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney's fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
  - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
  - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
  - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
  - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

**V. EXCLUSIONS**

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
  - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
  - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
  - a. any request, demand or order that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - b. any **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;

10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
  - a. one **Insured** under this Policy against another **Insured** under this Policy;
  - b. any entity which is controlled, managed or operated by an **Insured**;
  - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
  - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
  - a. any sanitarium, hospital or medical center;
  - b. any clinic with bed care facilities;
  - c. any laboratory; or
  - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
  - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
  - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;
4. based upon or arising out of **Property Damage** to:
  - a. property owned or occupied or rented to the **Insured**;
  - b. property used by the **Insured**; or
  - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;
5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
  - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;



8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

## VI. DEFINITIONS

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
  1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this Policy applies;
  2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
  3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
  4. any **Suit**.

**Claim** shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
  1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
  2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
  3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

**Claim Expenses** do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.

- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
  - 1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
  - 2. fees, expenses or other consideration paid or owed an **Insured**; or
  - 3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
  - 1. source material;
  - 2. special **Nuclear Material**; or
  - 3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
  2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
  3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
  2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
  2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or



3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
  2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
  3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
  4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
  5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
  6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
  7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
  8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
  9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

## VII. LIMIT OF LIABILITY

### A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

### B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

### C. Policy Aggregate

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.

### D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

### E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

### F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

## VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

### A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

### B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

### C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

### D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

## IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

### X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**.
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
  - 1. the specific **Wrongful Act** or **Occurrence**; and
  - 2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
  - 3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

### XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

### XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

### XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

### XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

### XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

### XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

### XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

**XVIII. CANCELLATION**

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**XIX. CONFORMITY TO STATUTE**

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

**XX. LIBERALIZATION**

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

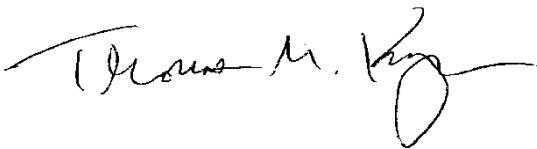
**XXI. BANKRUPTCY OR INSOLVENCY OF INSURED**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

**XXII. ENTIRE CONTRACT**

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



*President and Chief Executive Officer*



*Secretary*





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 10.**

**File ID:** 21-0163

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/08/2021

**Short Title:** Contract Database Report - 03/17/2021

**Final Action:** 03/17/2021

**Title:** **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

(A) S. Katz, Inc. - Medical Director - Renewal

(B) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation

**ITEMS (C) AND (D) WILL EXPIRE WITH NO RENEWAL TERMS  
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED  
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY  
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT  
CODE:**

(C) Government & ERP Implementation Services - Consulting Services - Non  
Renewal

(D) Admire Cleaning Services - Janitorial Services - Non Renewal

**\*Agenda Date:** 03/17/2021

**Agenda Number:** 10.

### Internal Notes:

**Attachments:** 1. Contract Database Report 3-17-2021, 2. S. Katz, Inc.-Medical Director-Orig-2nd Amendment (All Backup), 3. Randy S. Katz - Interim Medical Director(ALL BACKUP), 4. Government & ERP Implementation - Consulting Services - (All Backup), 5. Admire Cleaning Service Corp - Janitorial Services Agreement for FD (FI-15-02) (Orig-2nd A)(All Backup)

1 City Commission 03/17/2021 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,  
Commissioner Castillo, and Commissioner Siple

Nay: - 0

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) S. Katz, Inc. - Medical Director - Renewal

(B) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation

**ITEMS (C) AND (D) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(C) Government & ERP Implementation Services - Consulting Services - Non Renewal

(D) Admire Cleaning Services - Janitorial Services - Non Renewal

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$40,102.00

**b) Amount budgeted for this item in Account No:**

001-529-4003-531509-0000-000-0000. (Professional Services other-Rescue)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00
Net Cost	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00

**e) Detail of additional staff requirements:** Not Applicable

**(B) Randy S. Katz D.O., P.L. -Interim Medical Director-Continuation**

1. On June 5th, 2019 the City Commission approved to enter into an Interim Medical Director Agreement with Randy S. Katz D.O., P.L. for an initial one (1) month period, commencing June 5th, 2019.

2. The City of Pembroke Pines Fire Department utilizes Randy S. Katz D.O., P.L. to provide Interim Medical Director Services on an as-needed basis.

3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.

4. On February 25th, 2020, the City Commission approved the review of the Agreement and its continuation for another 12-month period.



5. The Fire Department recommends that the City Commission approve the continuation of the month-to-month services, as allowed by the Agreement, for an additional twelve (12) month period.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$40,102.00

b) **Amount budgeted for this item in Account No:**

001-529-4003-531509-0000-000-0000. (Professional Services other-Rescue)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00
Net Cost	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00

e) **Detail of additional staff requirements:** Not Applicable

**(C) Government & ERP Implementation Services, LLC - Consulting Services for the ERP Implementation - Non-Renewal**

1. On January 15th, 2020, the City Commission approved the Professional Services Agreement between the City of Pembroke Pines and Government & ERP Implementation Services, LLC for consulting services and assistance with the Tyler-Munis Enterprise Resource Planning (ERP) Software Implementation for an initial one (1) year period, commencing January 15th, 2020 and expiring January 14th, 2021.
2. On August 19th, 2020, the City Commission approved the First Amendment to the Original Agreement extending the term for an additional 180 days extending the term to July 14th, 2021.
3. The Original Agreement does not allow for renewals; therefore, no further action is needed.

**(D) ADMIRE CLEANING SERVICES CORP - JANITORIAL SERVICES - NON-RENEWAL**

1. On September 22nd, 2015, the City entered into a Service Agreement with Admire Cleaning Services Corp. for an initial two (2) year period, commencing October 1st, 2015 and expiring September 30th, 2017.
2. Admire Cleaning Services Corp. provides janitorial services to the City's Fire Department.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On November 14th, 2017, the Parties executed the First Amendment for the first two (2) year renewal period commencing on October 1st, 2017 and expiring on September 30th, 2019.
5. On October 2nd, 2019, the Parties executed the Second Amendment for the final two (2) year renewal period commencing October 1st, 2019 and expiring on September 30th, 2021.
6. The Agreement does not allow for any further renewals and the Fire Department will commence the procurement process for these services.



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 18.**

**File ID:** 20-0207

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/25/2020

**Short Title:** Contracts Database Report-April

**Final Action:** 04/15/2020

**Title:** MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) SRT Supply, Inc. - Purchase of Police Body Armor - Renewal

(B) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal

(C) S. Katz, Inc.-Medical Director - Renewal

(D) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation

(E) Allied Universal Corporation - Furnish and Delivery of Sodium Hydroxide 50% by Weight - Renewal

(F) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer - Renewal

(G) Morton Salt, Inc. - Purchase of Sodium Chloride CO-OP - Renewal

ITEM (H) IS RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(H) Thor Guard, Inc. - Lightening Prediction & Warning System Maintenance - Renewal

**\*Agenda Date:** 04/15/2020

**Agenda Number:** 18.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - April 15, 2020, 2. SRT Supply Inc. - Body Armor - Original - Fifth Amendment (all backup), 3. Toshiba Business Solutions USA, Inc. - Multi-Function Products - Original Agreement (TS-14-01), 4. S. Katz, Inc. - Medical Director - Master Agreement (All Backup), 5. Randy Katz - Interim Medical Director MASTER (Fully Executed)(ALL BACKUP), 6. Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Co-Op Agreement (all backup), 7. Fort Bend Services, Inc. - Purchase of FBS C1685 - Fifth Amendment (All Backup), 8. Morton Salt-Purchase of Sodium Chloride-Renewal Agreement 3 (All Backup), 9. Thor Guard, Inc. - Lightning Prediction & Warning System - Maintenance (All Backup)

1	City Commission	04/15/2020	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
		Aye: - 4	Mayor Ortis, Commissioner Siple, Commissioner Schwartz, and Good Jr.	
		Nay: - 0		

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MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

**(A) SRT Supply, Inc. - Purchase of Police Body Armor - Renewal**

**(B) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal**

**(C) S. Katz, Inc.-Medical Director - Renewal**

**(D) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation**

**(E) Allied Universal Corporation - Furnish and Delivery of Sodium Hydroxide 50% by Weight - Renewal**

**(F) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer - Renewal**

**(G) Morton Salt, Inc. - Purchase of Sodium Chloride CO-OP - Renewal**

**ITEM (H) IS RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

**(H) Thor Guard, Inc. - Lightning Prediction & Warning System Maintenance - Renewal**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) SRT Supply, Inc. - Purchase of Police Body Armor - Renewal**

1. On February 29, 2016, the City Commission approved to enter into a Purchase Agreement with SRT Supply, Inc. for an initial one (1) year period, commencing March 1, 2016 and expiring February 28, 2017.
2. The City of Pembroke Pines Police Department utilizes SRT Supply, Inc. to provide body armor vests for its officers.
3. Section 2.2 of the Original Agreement allows for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. Four (4) Amendments have been executed for three (3) renewal terms and one (1) increase in the estimated number of vests.
5. The Police Department recommends that the City Commission approve this Fifth Amendment to include the option of an outer vest carrier and for the fourth renewal term commencing February 29, 2020 and ending September 30, 2021, to coincide with the City's Fiscal Year and as allowed by the agreement.

**...Financial Impact**

**FINANCIAL IMPACT DETAIL:**

- a) **Annual Renewal Cost:** \$94,000.00
- b) **Amount budgeted for this item in Account No:** 1-521-3001- - 52600: Clothing/Uniform
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$74,260.00	\$94,000.00	\$ .00	\$ .00	\$ .00
Net Cost	\$74,260.00	\$94,000.00	\$ .00	\$ .00	\$ .00

- e) **Detail of additional staff requirements:** "Not Applicable"

**(B) Toshiba America Business Solutions, Inc. - Multi-Function Products  
(Printers/Copiers) - Renewal**

1. On February 3, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, commencing February 1, 2015 and expiring February 1, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.
3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Technology Services Department will be bringing to Commission at an upcoming meeting a request to advertise a solicitation for Multifunction Copiers/Printers. This contract will need to remain in place until that solicitation is eventually awarded and the leases for all equipment currently possessed by the City and Charter Schools have expired.
5. The Technology Services Department recommends on behalf of all departments city-wide that the City Commission approve this First Amendment for the one (1) year renewal term commencing February 2, 2020 and ending February 1, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAILS:**

**a) Annual Renewal Cost / Pro-rated Cost: \$177,739.00 / \$101,479.07**

**b) Annual amount budgeted for this item in Account No:**

	<u><b>Annual Cost</b></u>	<u><b>Pro-rated Cost</b></u>
170-569-5051-550-44200-7800-369	\$90.36	\$37.65
170-569-5051-550-46800-7800-359	\$69.04	\$28.77
170-569-5051-550-44200-7300-369	\$7,341.00	\$3,058.75
170-569-5051-550-46800-7300-359	\$4,758.40	\$1,982.67
170-569-5051-550-52590-5101-590	\$312.50	\$130.21
170-569-5051-550-52590-5102-590	\$250.00	\$104.17
170-569-5051-550-52590-5102-519	\$205.00	\$85.42
<b>East Campus</b>	<b>\$13,026.30</b>	<b>\$5,427.63</b>
170-569-5051-551-44200-7300-369	\$3,023.28	\$1,259.70
170-569-5051-551-46800-7300-359	\$3,051.99	\$1,271.66
170-569-5051-551-44200-7800-369	\$90.36	\$37.65
170-569-5051-551-46800-7800-359	\$69.03	\$28.76
<b>West Elem Campus</b>	<b>\$6,234.66</b>	<b>\$2597.78</b>

171-569-5052-553-44200-7300-369	\$7,199.76	\$2,999.90
171-569-5052-553-44200-7300-359	\$5,169.09	\$2,153.79
171-569-5052-553-44200-7800-369	\$90.36	\$37.65
171-569-5052-553-46800-7800-359	\$69.06	\$28.78
171-569-5052-553-52590-7300-590	\$312.50	\$130.21
171-569-5052-553-52590-5102-590	\$312.50	\$130.21
<b>West Middle Campus</b>	<b>\$13,153.27</b>	<b>\$5,480.53</b>

170-569-5051-552-44200-7300-369	\$438.46	\$182.69
170-569-5051-552-46800-7300-359	\$287.06	\$119.61
170-569-5051-552-44200-5101-362	\$1,949.88	\$812.45
170-569-5051-552-44200-5102-362	\$960.48	\$400.20
170-569-5051-552-46800-5101-350	\$1,477.21	\$615.50
170-569-5051-552-46800-5102-350	\$727.57	\$303.15
170-569-5051-552-44200-7800-369	\$90.36	\$37.65
170-569-5051-552-46800-7800-359	\$69.07	\$28.78
170-569-5051-552-52590-5101-590	\$316.60	\$131.92
170-569-5051-552-52590-5102-590	\$155.90	\$64.96
170-569-5051-552-52590-7300-590	\$62.50	\$26.04
<b>Central Elem Campus</b>	<b>\$6,535.09</b>	<b>\$2,722.95</b>

**Annual Cost**

**Pro-rated Cost**

171-569-5052-554-44200-7300-369	\$438.46	\$182.69
171-569-5052-554-46800-7300-359	\$287.08	\$119.62
171-569-5052-554-44200-5102-362	\$2,910.36	\$1,212.65
171-569-5052-554-46800-5102-350	\$2,204.82	\$918.68
171-569-5052-554-44200-7800-369	\$90.36	\$37.65
171-569-5052-554-46800-7800-359	\$69.06	\$28.78
171-569-5052-554-52590-5102-590	\$472.50	\$196.88
171-569-5052-554-52590-7300-590	\$62.50	\$26.04
<b>Central Middle Campus</b>	<b>\$6,535.14</b>	<b>\$2,722.98</b>

172-569-5053-44200-7300-369	\$8,553.48	\$3,563.95
172-569-5053-46800-7300-359	\$3,225.30	\$1,343.88
172-569-5053-44200-7800-369	\$90.36	\$37.65
172-569-5053-46800-7800-359	\$69.06	\$28.78
<b>AV Charter School</b>	<b>\$11,938.20</b>	<b>\$4,974.25</b>

173-569-5061-44200-7300-369	\$4,746.12	\$1,977.55
173-569-5061-46800-7300-359	\$5,101.07	\$2,125.45
173-569-5061-44200-7800-369	\$90.48	\$37.70
173-569-5061-46800-7800-359	\$69.06	\$28.78
173-569-5061-52590-5101-590	\$418.75	\$174.48
173-569-5061-52590-5102-590	\$206.25	\$85.94
<b>FSU Charter School</b>	<b>\$10,631.73</b>	<b>\$4,429.89</b>

1-529-3001-9007-44200	\$956.64	\$637.76
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1-529-3001-9007-46800	\$174.81	\$116.54
<b>Code Compliance</b>	<b>\$1,131.45</b>	<b>\$754.30</b>

1-521-3001-44200	\$937.17	\$624.78
1-521-3001-46800	\$1,127.54	\$751.69
<b>Police</b>	<b>\$2,064.71</b>	<b>\$1,376.47</b>

1-569-8001-44200	\$4,656.60	\$3,104.40
1-569-8001-46800	\$5,660.47	\$3,773.65
1-569-8001-52000	\$125.00	\$83.33
1-569-8001-52650	\$430.00	\$286.67
1-569-8001-51100	\$412.00	\$274.67
1-569-8001-52653	\$259.99	\$173.33
<b>Community Service</b>	<b>\$11,544.06</b>	<b>\$7,696.04</b>

<u><b>Annual Cost</b></u>	<u><b>Pro-rated Cost</b></u>
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1-513-2002-44200	\$1,690.20	\$1,126.80
1-513-2002-46800	\$1,422.85	\$948.57
<b>Technology Service</b>	<b>\$3,113.05</b>	<b>\$2,075.37</b>

1-519-6006-44200	\$2,261.64	\$1,507.76
1-519-6006-46800	\$2,087.35	\$1,391.57
1-519-6006-52000	\$798.00	\$532.00
1-519-6006-51100	\$165.00	\$110.00
<b>Environ Svc (Engineering)</b>	<b>\$5,311.99</b>	<b>\$3,541.33</b>

1-515-9002-44200	\$3,294.00	\$2,196.00
1-515-9002-46800	\$1,305.77	\$870.51
1-515-9002-51100	\$125.00	\$83.33
<b>Planning &amp; Economic Dev</b>	<b>\$4,724.77</b>	<b>\$3,149.85</b>

1-569-5002-208-44200	\$1,711.92	\$1,141.28
1-569-5002-208-46800	\$1,663.34	\$1,108.89
1-569-5002-208-52000	\$125.00	\$83.33
<b>West Pre-School</b>	<b>\$3,500.26</b>	<b>\$2,333.51</b>

1-569-5002-209-44200	\$1,808.52	\$1,205.68
1-569-5002-209-46800	\$1,522.08	\$1,014.72
<b>Central Pre-School</b>	<b>\$3,330.60</b>	<b>\$2,220.40</b>

1-569-5002-203-44200	\$1,427.88	\$951.92
1-569-5002-203-46800	\$276.70	\$184.47
<b>East/Village Pre-School</b>	<b>\$1,704.58</b>	<b>\$1,136.39</b>

1-572-7001-44200	\$9,238.08	\$6,158.72
1-572-7001-46800	\$3,953.36	\$2,635.57



<b>Rec &amp; Cultural Arts</b>	<b>\$13,191.44</b>	<b>\$8,794.29</b>
1-575-7006-44200	\$267.24	\$178.16
1-575-7006-46800	\$500.01	\$333.34
<b>Golf Course</b>	<b>\$767.25</b>	<b>\$511.50</b>
	<b><u>Annual Cost</u></b>	<b><u>Pro-rated Cost</u></b>
1-573-7010-350-44200	\$1,226.88	\$817.92
1-573-7010-350-46800	\$569.37	\$379.58
<b>Art Gallery</b>	<b>\$1,796.25</b>	<b>\$1,197.50</b>
1-573-7010-340-44200	\$632.64	\$421.76
1-573-7010-340-46800	\$125.62	\$83.75
<b>Civic Center</b>	<b>\$758.26</b>	<b>\$505.51</b>
1-554-8002-44200	\$1,427.88	\$951.92
1-554-8002-46800	\$506.23	\$337.49
1-554-8002-52000	\$250.00	\$166.67
<b>Pines Point</b>	<b>\$2,184.11</b>	<b>\$1,456.07</b>
1-554-8002-603-44200	\$1,690.20	\$1,126.80
1-554-8002-603-46800	\$1,398.88	\$932.59
<b>Pines Place</b>	<b>\$3,089.08</b>	<b>\$2,059.39</b>
1-513-2001-44200	\$4,353.12	\$2,902.08
1-513-2001-46800	\$1,943.66	\$1,295.77
<b>Finance</b>	<b>\$6,296.78</b>	<b>\$4,197.85</b>
1-519-6001-44200	\$6,314.04	\$4,209.36
1-519-6001-46800	\$4,677.08	\$3,118.05
1-519-6001-52000	\$420.00	\$280.00
<b>General Govt Bldg</b>	<b>\$11,411.12</b>	<b>\$7,607.41</b>
1-539-6004-44200	\$2,261.64	\$1,507.76
1-539-6004-46800	\$737.12	\$491.41
<b>Grounds Maintenance</b>	<b>\$2,998.76</b>	<b>\$1,999.17</b>
471-536-6010-44200	\$3,962.04	\$2,641.36
471-536-6010-46800	\$6,131.18	\$4,087.45
471-536-6010-51100	\$5,996.00	\$3,997.33
<b>Utilities Admin Svc</b>	<b>\$16,089.22</b>	<b>\$10,726.15</b>
1-529-4003-44200	\$1,912.44	\$1,274.96
1-529-4003-46800	\$425.02	\$283.35
1-529-4003-46100	\$843.21	\$562.14

<b>Fire/Rescue</b>	<b>\$3,180.67</b>	<b>\$2,120.45</b>
	<b><u>Annual Cost</u></b>	<b><u>Pro-rated Cost</u></b>
1-529-4003-678-44200	\$1,553.40	\$1,035.60
1-529-4003-678-46800	\$328.24	\$218.83
<b>Fire Prevention</b>	<b>\$1,881.64</b>	<b>\$1,254.43</b>
1-512-201-44200	\$1,760.40	\$1,173.60
1-512-201-46800	\$960.07	\$640.05
<b>City Manager</b>	<b>\$2,720.47</b>	<b>\$1,813.65</b>
1-511-100-44200	\$2,206.32	\$1,470.88
1-511-100-46800	\$1,317.41	\$878.27
<b>City Commission</b>	<b>\$3,523.73</b>	<b>\$2,349.15</b>
1-519-1001-44200	\$3,095.52	\$2,063.68
1-519-1001-46800	\$274.84	\$183.23
<b>City Clerk</b>	<b>\$3,370.36</b>	<b>\$2,246.91</b>

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"

d) **1 year projection of the operational cost of the project**

	Current City FY		Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	
Expenditures	\$63,982.69		\$45,701.92	\$ .00	\$ .00	\$ .00
Net Cost	\$63,982.69		\$45,701.92	\$ .00	\$ .00	\$ .00

	Current School FY		Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	
Expenditures	\$28,356.00		\$39,698.39	\$ .00	\$ .00	\$ .00
Net Cost	\$28,356.00		\$39,698.39	\$ .00	\$ .00	\$ .00

e) **Detail of additional staff requirements:** "Not Applicable"

**(C) S. Katz, Inc.-Medical Director - Renewal**

1. On June 5, 2019, the City Commission approved to enter into a Medical Director Agreement with S. Katz, Inc. for an initial one (1) year period, commencing June 5, 2019 and expiring June 4, 2020.
2. The City of Pembroke Pines Fire Department utilizes S. Katz, Inc. to act as the sole Medical Director for the City and to perform services as the Medical Director for the City.
3. Section 3.1 of the Original Agreement allows for five (5) additional one (1) year renewal

terms upon mutual consent, evidenced by a written Amendment.

4. The Fire Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing June 5, 2020 and ending June 4, 2021, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00
- b) **Amount budgeted for this item in Account No:** 1-529-4003-31509 (Professional Services other-Rescue)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00
Net Cost	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00

- e) **Detail of additional staff requirements:** Not Applicable

**(D) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation**

- On June 5, 2019 the City Commission approved to enter into an Agreement with Randy S. Katz D.O., P.L. for an initial one (1) month period, commencing June 5, 2019.
- The City of Pembroke Pines Fire Department utilizes Randy S. Katz D.O., P.L. to provide Interim Medical Director Services on an as-needed basis.
- Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
- The Fire Department recommends that the City Commission approve the continuation of the month-to-month services, as allowed by the agreement, for an additional twelve (12) month period.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00
- b) **Amount budgeted for this item in Account No:** 1-529-4003-31509 (Professional Services other-Rescue)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

Current FY	Year 2	Year 3	Year 4	Year 5
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Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	
Expenditures	\$13,367.33		\$26,734.67	\$ .00	\$ .00	\$ .00
Net Cost	\$13,367.33		\$26,734.67	\$ .00	\$ .00	\$ .00

**e) Detail of additional staff requirements:** Not Applicable

**(E) Allied Universal Corporation - Fur**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT NAME:</b> Credentialing Department	
	<b>PHONE (A/C, No, Ext):</b> 800-342-2898 <b>FAX (A/C, No):</b>	
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<b>E-MAIL:</b> claimhistoryrequest@teamhealth.com	
	<b>ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Doctors Company, An Interinsur	34495
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1406992403 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability (Claims Made Coverage)			2120188	6/1/2020	6/1/2021	Incident Aggregate \$250,000 \$750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
KATZ, RANDY SCOTT, DO

## CERTIFICATE HOLDER

## CANCELLATION 30

MEMORIAL REGIONAL HOSPITAL  
3501 JOHNSON ST  
HOLLYWOOD FL 33021-5421

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**INTERIM MEDICAL DIRECTOR AGREEMENT**

**THIS IS AN AGREEMENT ("Agreement")**, dated the 5 day of June, 2019 by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**RANDY S. KATZ, D.O., P.L.**, a limited liability company authorized to do business in the State of Florida, with a business address of **3636 Juniper Lane, Davie, FL 33330** (hereinafter referred to as the "INTERIM MEDICAL DIRECTOR"). CITY and INTERIM MEDICAL DIRECTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY, pursuant to Chapter 401, Florida Statutes, is required to employ a medical director to supervise and assume direct responsibility for the medical performance of the CITY's emergency medical technicians (hereinafter "EMTs") and paramedics; and,

**WHEREAS**, if the current Medical Director is unable to fulfill his duties because his license has been suspended, revoked, or in any way effected rendering him unable to fulfill his duties, the City will need to employ an Interim Medical Director until such time as the current Medical Director is able to resolve any licensing issues; and,

**WHEREAS**, in the event the primary Medical Director is unavailable or unable to perform the duties listed herein or required by law, the Interim Medical Director will be appointed as the Medical Director and assume all of the same duties, obligations and responsibilities ; and,

**WHEREAS**, the CITY is authorized by its Charter and Code of Ordinances to enter into an agreement for medical director services on an interim basis; and,

**WHEREAS**, Dr. Randy S. Katz, DO, FACEP, operates under the business name of Randy S. Katz, D.O., P.L.; and,

**WHEREAS**, Dr. Randy S. Katz, DO, FACEP is a duly licensed physician and appropriately certified pursuant to Florida law, desires to be the CITY's interim medical director; and,

**WHEREAS**, the CITY desires to continue to retain INTERIM MEDICAL DIRECTOR to provide Medical Director Services on a month-to-month basis; and,

**WHEREAS**, INTERIM MEDICAL DIRECTOR agrees to act as the Interim Medical



Director for the CITY and to perform services as the Interim Medical Director for the CITY, as set forth herein; and,

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereunder set forth, the Parties agree as follows:

**ARTICLE 1**  
**PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 The INTERIM MEDICAL DIRECTOR shall be a Florida licensed physician. The INTERIM MEDICAL DIRECTOR shall supervise and accept responsibility for the medical performance of the emergency medical technicians EMTs and paramedics employed by the CITY.

2.2 The INTERIM MEDICAL DIRECTOR shall carry out the following responsibilities and such additional responsibilities as specified in section 401.265, Florida Statutes. Rule 641-1.004, Florida Administrative Code, and as otherwise specified in any State or federal laws as he or she shall deem necessary for the fulfillment of his obligations under this Agreement:

2.2.1 Be responsible for the supervision and direct responsibility of the EMTs and paramedics working for Pembroke Pines Fire Rescue and advising the CITY as to his or her assessment of the competence of each of the provider's paramedics and EMT's and for making recommendations regarding the medical procedures that each paramedic should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluative processes and techniques and should include at least an assessment of each paramedic's ability to:

2.2.1.1 Appropriately evaluate emergency medical patients and determine proper priorities for emergency medical care;

2.2.1.2 Communicate the findings of such evaluation to a physician who has agreed to provide direct supervision of that paramedic;

2.2.1.3 Receive and understand proper orders from a physician providing direct supervision of the paramedic;

2.2.1.4 Understand and properly apply any standing orders or protocols authorized by the INTERIM MEDICAL DIRECTOR;



2.2.1.5 Understand the legal relationship between the paramedic, INTERIM MEDICAL DIRECTOR, and physicians, under Agreement to provide responsible supervision of the paramedic and any other physician;

2.2.1.6 Insure that any advanced life support performed by the paramedic is done with responsible physician supervision;

2.2.1.7 Perform the specific medical procedures which the paramedic is specifically authorized by the INTERIM MEDICAL DIRECTOR and by the CITY to perform.

2.2.2 The INTERIM MEDICAL DIRECTOR shall continually evaluate the medical capability of the paramedics and the CITY and advise the CITY regarding the appropriate level and standard of care, which the CITY should seek to achieve.

2.2.3 The INTERIM MEDICAL DIRECTOR shall conduct classes for the EMT's and paramedics to provide updates of medical techniques and for the fulfillment of continuing education requirements.

2.2.4 The INTERIM MEDICAL DIRECTOR shall keep strictly confidential and hold in trust all information provided by CITY pursuant to this Agreement, and shall not disclose or reveal any information to any third party without the express prior written consent of the CITY, or other interested party. INTERIM MEDICAL DIRECTOR shall comply with any applicable state or federal laws or regulations concerning confidentiality of protected information. Unauthorized disclosure of information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. INTERIM MEDICAL DIRECTOR shall immediately notify CITY of any unauthorized disclosure of information that comes to its knowledge. The provisions of this section shall survive the expiration or termination of this Agreement.

2.2.5 The INTERIM MEDICAL DIRECTOR shall, as part of this Agreement, review and execute a HIPAA Business Associate Agreement, attached hereto as Exhibit "A," and upon execution, incorporated herein.

2.3 The INTERIM MEDICAL DIRECTOR shall assist in identifying the specific medical skills and knowledge, which a paramedic must possess to achieve the desired level and standard of care and conduct classes in order to ensure the paramedics achieve the level of knowledge desired.

2.4 The INTERIM MEDICAL DIRECTOR shall ride with the EMT's and paramedics during their tour of duty on an occasional basis in order to evaluate their performance and the training needed.

2.5 The INTERIM MEDICAL DIRECTOR shall further perform those duties required by the City's Request for Proposals and as additionally required pursuant to Chapter 401, Florida Statutes and Chapter 641-1, Florida Administrative Code, as either may be amended from time to time.





2.6 The INTERIM MEDICAL DIRECTOR shall develop and implement an appropriate quality assurance program and provide for quality assurance review for all EMTs and paramedics operating under his supervision. Further, INTERIM MEDICAL DIRECTOR shall develop and implement a process for periodic audit and review of medical procedures performed by paramedics. Such audit and review process must comply with such standards and requirements as may be set forth by the Florida Department of Health from time to time.

2.7 The INTERIM MEDICAL DIRECTOR shall develop, authorize or review and authorize for use, standing orders that allow the paramedics to properly manage certain medical emergencies when voice communication with the responsible physician is not available. Such standing orders must be specified and must at least provide for managing immediately life threatening medical emergencies. They are not required to be so comprehensive as to include all possible medical emergencies.

2.8 The INTERIM MEDICAL DIRECTOR shall be responsible for the medical correctness of any standing orders that he authorizes for use by the paramedics and for properly instructing the paramedics regarding the correct use of standing orders.

2.9 The INTERIM MEDICAL DIRECTOR shall retain the ultimate authority to permit and/or prohibit any paramedic from utilizing any advanced life support system techniques.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 The CITY employs the INTERIM MEDICAL DIRECTOR for a one (1) month period commencing June 5, 2019. INTERIM MEDICAL DIRECTOR shall be paid on a pro rata basis for all days of any month for which services are rendered to CITY. After the First Month Period, this Agreement shall automatically renew for subsequent one (1) month terms unless terminated.

3.3 Termination for Convenience: This Agreement may be terminated by either party for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event MANAGER shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

3.4 Default by a Party: In addition to all other remedies available to a party, this Agreement shall be subject to cancellation by either party for cause, should the defaulting party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by the defaulting party of written notice of such neglect or failure.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY employs the INTERIM MEDICAL DIRECTOR for a one (1) month period commencing on the date of revocation of the current Medical Director's License, whereby execution of this Agreement shall be performed as soon as possible thereafter by the Parties. The



effective date of this Agreement shall begin on the date which the current Medical Director's License is revoked, irrespective of the date of execution, and shall terminate on the last day of the following month (The "First Month Period"). INTERIM MEDICAL DIRECTOR shall be paid a pro rata basis for all days of any month for which services are rendered to CITY. After First Month Period, this Agreement shall automatically renew for subsequent one (1) month terms unless terminated. Should this Agreement be terminated during the middle of the month due to the current Medical Director's resolution of his licensure issues, the CITY shall pay INTERIM MEDICAL DIRECTOR provided services to the CITY.

4.2 The CITY hereby agrees to pay INTERIM MEDICAL DIRECTOR for the faithful performance of the services required under this Agreement, in lawful money of the United States, a monthly fee of THREE THOUSAND, THREE HUNDRED FORTY-ONE DOLLARS AND 83/100 (\$3,341.83).

4.3 Payment shall be provided on a monthly basis upon receipt of an invoice for services provided. The invoice shall include, but not be limited to date of service and any other information reasonably required by CITY.

4.4 CITY will make its best efforts to pay INTERIM MEDICAL DIRECTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

## **ARTICLE 5**

### **RESERVED**

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 INTERIM MEDICAL DIRECTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the INTERIM MEDICAL DIRECTOR or his subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the INTERIM MEDICAL DIRECTOR in the provision of the services under this Agreement. INTERIM MEDICAL DIRECTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorneys' fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement. INTERIM MEDICAL DIRECTOR shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of INTERIM MEDICAL DIRECTOR under this indemnification agreement. Nothing contained herein is intended nor shall



be construed to waive CITY'S rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

## **ARTICLE 7** **INSURANCE**

7.1 INTERIM MEDICAL DIRECTOR shall not commence performance hereunder until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide. Policies shall be endorsed to provide the CITY forty-five (45) days' notice of cancellation. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the INTERIM MEDICAL DIRECTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The INTERIM MEDICAL DIRECTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. INTERIM MEDICAL DIRECTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

### **7.2 REQUIRED INSURANCE**

- (a) PROFESSIONAL LIABILITY/MEDICAL MALPRACTICE -  
\$250,000/\$750,000 (aggregate)
- (b) WORKER'S COMPENSATION INSURANCE – In light of the fact that INTERIM MEDICAL DIRECTOR employs less than four (4) employees, worker's compensation insurance will not be required for this Agreement.

7.3 The INTERIM MEDICAL DIRECTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and name the CITY as an additional insured under their policy.

7.4 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.5 The CITY shall be named on all applicable policies as an "additional insured."



## **ARTICLE 8**

### **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

8.1 During the performance of the Agreement, the Parties shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The INTERIM MEDICAL DIRECTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

9.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the INTERIM MEDICAL DIRECTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The INTERIM MEDICAL DIRECTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out INTERIM MEDICAL DIRECTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of INTERIM MEDICAL DIRECTOR, which policies of INTERIM MEDICAL DIRECTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of INTERIM MEDICAL DIRECTOR's funds provided for herein. The Parties agree that they are separate and independent enterprises, that INTERIM MEDICAL DIRECTOR has full opportunity to find other business, that they have made their own investment in their business, and that they will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Parties and the CITY will not be liable for any obligation incurred by INTERIM MEDICAL DIRECTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 10**

### **VENUE**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.



**ARTICLE 11**  
**PUBLIC RECORDS**

11.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The INTERIM MEDICAL DIRECTOR shall comply with Florida's Public Records Law. Specifically, the INTERIM MEDICAL DIRECTOR shall:

11.1.1 Keep and maintain public records required by the CITY to perform the service;

11.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat., or as otherwise provided by law;

11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, INTERIM MEDICAL DIRECTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the INTERIM MEDICAL DIRECTOR transfers the records in its possession to the CITY; and

11.1.4 Upon completion of the Agreement, INTERIM MEDICAL DIRECTOR shall transfer to the CITY, at no cost to the CITY, all public records in INTERIM MEDICAL DIRECTOR's possession. All records stored electronically by the INTERIM MEDICAL DIRECTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

11.2 The failure of INTERIM MEDICAL DIRECTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

**IF THE INTERIM MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTERIM MEDICAL DIRECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**601 CITY CENTER WAY, 4<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33025**  
**(954) 450-1050**  
**[mgraham@ppines.com](mailto:mgraham@ppines.com)**



**ARTICLE 12**  
**MISCELLANEOUS**

12.1 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both Parties.

12.2 **Assignments.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties without the prior written consent of the other party.

12.3 **Records.** Both Parties shall keep, maintain and preserve books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as is related to personnel hours charged to this engagement, any expenses for which the Parties expect to be reimbursed, or any other records that are related to this Agreement. Such books, accounts and records will be available at all reasonable times for examination and audit by the other party and shall be kept for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.) or as may otherwise be required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the other party of any fees or expenses based upon such entries.

12.4 **No Contingent Fees.** The Parties warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for such party, 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 Parties, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving of notice:

CITY

Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040



Copy To:

Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

INTERIM MEDICAL DIRECTOR **Randy S. Katz, D.O., P.L.**  
**3636 Juniper Lane**  
**Davie, FL 33330**  
**Telephone No: 786-325-4860**

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

12.11 **Joint Defense.** In the event that the validity of this Agreement is challenged through legal proceedings or otherwise, the Parties agree to cooperate with each other in defense of this Agreement, with each Party to bear its own attorney's fees and costs associated with such defense.

12.12 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

12.13 **Extent of Agreement.** This Agreement together with the attached Exhibits represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any and all prior agreements entered into between the CITY and INTERIM MEDICAL DIRECTOR shall be null and void and of no further force or effect.



**12.14 Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**12.15 Materiality and Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Failure of either party to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

**12.16 Compliance with Laws.** The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their duties, responsibilities and obligations pursuant to this Agreement including, but not limited to Health Insurance Portability and Accountability Act of 1996 ("HIP AA") and its amendments, including but not limited to the HITECH Act of 2009, and Chapter 119, Florida Statutes (the "Florida Public Records Law"). The INTERIM MEDICAL DIRECTOR shall also be required to execute a HIPAA Business Associate Agreement, attached to this Agreement as **Exhibit "A"** and incorporated herein.

**12.17 Tax Exemption Program.** The Parties reserve the right to implement, at its convenience, a tax exemption program to buy selected materials and place the tax savings in line item contingency, whereby the Parties' cost breakdown will have a contingency line item.

**12.18 Default.** If INTERIM MEDICAL DIRECTOR breaches any obligations of this Agreement, including, but not limited to the INTERIM MEDICAL DIRECTOR's failure to notify the CITY regarding any state, administrative, or federal investigation, pending investigation of INTERIM MEDICAL DIRECTOR for any violation of local, state, or federal law, or any pending or final action on INTERIM MEDICAL DIRECTOR's professional license, the City shall have the right to declare a default and terminate this Agreement if the breach is incurable, constitutes a threat to the public health, safety, or welfare, or is a breach for which a notice has been previously provided to INTERIM MEDICAL DIRECTOR. For all other breaches of this Agreement, the City shall provide INTERIM MEDICAL DIRECTOR with notice and an opportunity to cure of not less than thirty (30) days. Upon default, the City shall have the rights and remedies provided at law or in equity.

**12.19 Third Party Beneficiaries.** Neither party intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either party based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third persons or entity under this Agreement.

**12.20 Scrutinized Companies.** INTERIM MEDICAL DIRECTOR certifies that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with





Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, an individual is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

12.20.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the individual is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

12.20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the individual:

12.20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

12.20.2.2 Is engaged in business operations in Syria.

12.21 **Uncontrollable Forces.** Neither CITY nor INTERIM MEDICAL DIRECTOR 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 nonperforming 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 nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

12.21.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, been prevented, removed, or remedied with reasonable dispatch. The nonperforming 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.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:


CITY OF PEMBROKE PINES, FLORIDA

ATTEST:



MARLENE D. GRAHAM, CITY CLERK

By:



CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

6/24/19

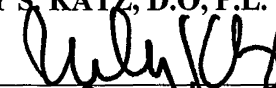


OFFICE OF THE CITY ATTORNEY

INTERIM MEDICAL DIRECTOR:

RANDY S. KATZ, D.O., P.L.

By:



Name:

RANDY KATZ

Title:

MEDICAL DIRECTOR

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RANDY KATZ as MEDICAL DIRECTOR of RANDY S. KATZ, D.O., P.L., a limited liability company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of RANDY S. KATZ, D.O., P.L. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28<sup>th</sup> day of MAY, 2019.



Omayra Fernandez  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG150667  
Expires 11/3/2021

  
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

## EXHIBIT "A"

### HIPAA BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that the City of Pembroke Pines ("Covered Entity") discloses Protected Health Information to Randy S. Katz, DO, PLLC ("Business Associate") (Covered Entity and Business Associate are each a "party" and together are the "parties") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and to the extent applicable the Florida Information Protection Act (section 501.171, Florida Statutes):

#### 1. Definitions

(a) Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean the individual or entity identified above as the Business Associate.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, and in reference to the party to this BA Agreement, shall mean the Pembroke Pines Charter Middle School ("School").

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the Florida Information Protection Act, section 501.171, Florida Statutes: "customer records," "personal information," and "third-party agent." All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.

#### 2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by section 501.171, Florida Statutes.

(d) In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business

Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.

(m) Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and

(3) that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and

(4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) of this BA Agreement.

6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

(o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall neither directly nor indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (section 501.171, Florida Statutes), as these laws may be amended from time to time. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to

privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material Breach or violation of the other party's obligation under the BA Agreement, the non-breaching party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate**

#### **(a) General Use and Disclosure Provisions**

Except as otherwise limited in this BA Agreement, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

#### **(b) Specific Use and Disclosure Provisions**

(1) Business Associate may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement or any other agreement with Covered Entity (collectively "Underlying Agreement"), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(2) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

(3) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(4) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.

(5) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

#### **4. Term, Survival and Termination**

(a) Term

The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in section 4(c)(2) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the



protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival

Business Associate's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

## **5. Interpretation and Amendment of this BA Agreement**

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

**6. No Third Party Rights/Independent Contractors**

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

**7. Notices**

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

Covered Entity: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Business Associate: Randy S. Katz  
Randy S. Katz, D.O., P.L.  
3636 Juniper Lane  
Davie, FL 33330  
Telephone No. (786) 325-4860  
E-Mail rkatz@mhs.net

**8. Florida Information Protection Act:** Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify CITY as indicated herein, and Business Associate shall work with CITY as required by the Act to assist in any of the following actions:

- a. Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by CITY;
- b. Provide notice to any and all consumers whose personal information has been breached;

c. Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

d. Ensure that Business Associate's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of CITY who experience a breach notify CITY immediately, and work with Business Associate and CITY as outlined in this section of the Addendum.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

## **9. Miscellaneous**

(a) **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) **Assignment of Rights and Delegation of Duties.** This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) **Nature of Agreement.** Nothing in this BA Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (ii) any fiduciary duty owed by one party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the parties.

(d) **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

(e) **Equitable Relief.** Any disclosure of misappropriation of PHI or e-PHI by Business Associate in violation of this BA Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

(f) **Severability.** The provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

(g) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either party hereto to persons not a party to this BA Agreement.

(h) Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this BA Agreement (if any) are inserted for convenience only, do not constitute a part of this BA Agreement, and shall not affect in any way the meaning or interpretation of this BA Agreement.

(i) Entire Agreement. This BA Agreement, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BA Agreement is in effect, constitutes the entire BA Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BA Agreement in any provisions of the exhibits, riders, or amendments, the provisions of this BA Agreement shall control.

(j) Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this BA Agreement shall prevail over the provisions of any other agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BA Agreement or the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

Business Associate:

City of Pembroke Pines

RANDY S. KATZ, D.O., P.L.

By: Charles F. Dodge

By: Randy Katz

CHARLES F. DODGE,

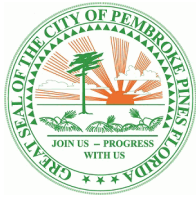
Name: \_\_\_\_\_

City Manager

Date: 6/20/2019

Date: 6/13/19

APPROVED AS TO LEGAL FORM  
Randy Katz  
OFFICE OF THE CITY ATTORNEY  
DATED: 6/20/19



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 5.

**File ID:** 19-0575

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/21/2019

**Short Title:** Primary/Interim Medical Directors Agreements

**Final Action:** 06/05/2019

**Title:** MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND S KATZ, INC., FOR MEDICAL DIRECTOR SERVICES AND WITH RANDY S. KATZ D.O., P.L., FOR INTERIM MEDICAL DIRECTOR SERVICES FOR THE FIRE RESCUE DEPARTMENT IN AN AMOUNT NOT TO EXCEED THE ANNUAL FEE OF \$40,102.

**\*Agenda Date:** 06/05/2019

**Agenda Number:** 5.

#### Internal Notes:

**Attachments:** 1. S Katz, Inc. - Medical Director Agreement (Vendor Executed), 2. Randy Katz D.O, P.L. - Interim Medical Director Agreement (Vendor Executed)

1 City Commission 06/05/2019 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz,  
Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

### SUMMARY EXPLANATION AND BACKGROUND:

1. The Fire Rescue Department cannot legally provide medical services without being under the control and supervision of a Medical Director. Therefore, the Fire Rescue Department has established an agreement for Medical Director Services with Dr. Steven H. Katz, MD, FACEP, which operates under S. Katz, Inc., allowing the Fire Rescue Department to provide advanced life support under a licensed physician.

2. Pursuant to Section 35.18(C)(2) "Professional Services" of the Procurement Code, contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique are not subject to the competitive bid process.

3. Dr. Steven H. Katz, MD, FACEP, has filled in for the Fire Rescue Department as Interim

Medical Director for six (6) years and has provided the City with quality service.

4. In addition, the Fire Rescue Department is establishing an agreement with an Interim Medical Director, Dr. Randy S. Katz, DO, FACEP, operating under the name of Randy S. Katz, D.O., P.L., so that in the event the primary Medical Director is unavailable or unable to perform the duties listed herein or required by law, the Interim Medical Director will be appointed as the Medical Director and assume all of the same duties, obligations and responsibilities.

#### **Medical Director Agreement**

5. The City is currently under contract with Dr. Steven H. Katz as Interim Medical Director. The City is now requesting for the Commission to approve a new agreement with Steven H. Katz as the Medical Director, since the previous agreement with the former Medical Director has been terminated. The agreement also provides five (5) additional one (1) year renewal options.

#### **Interim Medical Director Agreement**

6. The City is entering into an Agreement with Dr. Randy S. Katz, which provides for a one (1) month term that shall renew for subsequent one (1) month terms unless terminated. In the event the primary Medical Director is unavailable or unable to perform duties, the Interim Medical Director shall perform those duties and shall be paid on a pro-rata basis for all days of a month for which services are rendered to the City. The monthly fee for the Interim Medical Director is \$3,341.83 which equates to \$40,102.00 annually.

7. Request City Commission to approve the agreement between the City of Pembroke Pines and S Katz, Inc., for Medical Director services and with Randy S. Katz D.O., P.L., for Interim Medical Director Services for the Fire Rescue Department in an amount not to exceed the annual fee of \$40,102.

#### **FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$40,102

**b) Amount budgeted for this item in Account No:** 1-529-4003-31509 (Professional Services Other-Rescue)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	0	N/A	N/A	N/A	N/A
Expenditures	\$40,102.00	N/A	N/A	N/A	N/A
Net Cost	\$40,102.00	N/A	N/A	N/A	N/A

**e) Detail of additional staff requirements:** Not Applicable





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77058	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C No., Ext): 800-342-2898 FAX (A/C No.): E-MAIL: claimhistoryrequest@teamhealth.com ADDRESS: claimhistoryrequest@teamhealth.com
<b>INSURED</b> InPhyNet South Broward, LLC 1431 Centerpoint Blvd., Ste. 100 Knoxville, TN 37932	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ProAssurance Specialty Insurance Company NAIC #: 10179 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 338152983

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$  <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability (Claims Made Coverage)		ES1800	6/1/2019	6/1/2020	Incident Aggregate Total Policy \$250,000 \$750,000 \$140,520,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured. The limits shown above are inclusive of the applicable policy self insured retention.

KATZ, RANDY SCOTT, DO

**CERTIFICATE HOLDER****CANCELLATION 30**

MEMORIAL REGIONAL HOSPITAL NORTH CAMPUS  
3501 JOHNSON ST  
HOLLYWOOD FL 33021-5421

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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