

RESOLUTION NO. 126-2024
AUTHORIZING CONTRACT WITH MATTHEW J. LETIZIA DO, INC.
TO PROVIDE MEDICAL DIRECTOR SERVICES WITHIN THE
BOROUGH OF SEA BRIGHT

Councilmember Leckstein introduced and offered for adoption the following Resolution; seconded by Councilmember Bieber:

WHEREAS, the Borough of Sea Bright desires to engage a Medical consultant to perform and provide medical director services to the public safety departments within the Borough including the First Aid Squad, Ocean Rescue and the Fire Department; and

WHEREAS, Matthew J. Letizia DO, Inc. is willing to provide medical director services upon the terms and conditions set forth in the agreement, attached hereto; and

WHEREAS, Matthew J. Letizia DO will perform said services for an amount not to exceed \$12,000.00; and

WHEREAS, the Public Safety Council Committee recommends that the Borough engage the services of Matthew J. Letizia DO to provide medical director services.

CERTIFICATION OF FUNDS

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$12,000.00 will be available in Beach O/E, EMS O/E, and Fire O/E for the purpose stated herein.


MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, that the Borough Council does hereby authorize executing a contract with Matthew J. Letizia DO, Inc. to provide medical director services to the Borough including the First Aid Squad, Ocean Rescue and the Fire Department according to the terms and conditions outlined in the contract attached hereto; and

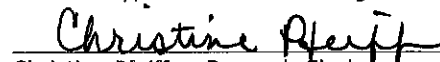
BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Fire Chief
2. First Aid Chief
3. Beach Manager
4. Finance Manager
5. Matthew J. Letizia DO

Roll Call:	Bieber,	Catalano,	Gorman,	Keeler,	Lamia,	Leckstein
	Yes	Yes	Yes	Yes	Yes	Yes

June 18, 2024

Certification
I, Christine Pfeiffer, Borough Clerk, do hereby certify the foregoing is a Resolution adopted by the Borough of Sea Bright, in the County of Monmouth, State of New Jersey, at a Council Meeting held on June 18, 2024.


Christine Pfeiffer, Borough Clerk

CHIEF MEDICAL OFFICER AGREEMENT

This Consulting Agreement (“Agreement”) is made and entered into this ___ day of June, 2024 (the “Effective Date”) by and between Borough of Sea Bright (specifically including Sea Bright First Aid Squad, Sea Bright Ocean Rescue, Sea Bright Fire Department), all having addresses of public record within the Municipality of Sea Bright, New Jersey hereinafter referred to as “BOROUGH”, and Matthew J. Letizia DO, Inc., having an address of 32 Peterson Place, Mahwah, New Jersey, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, Borough desires to engage Consultant to perform and provide medical director services.

WHEREAS, Consultant is willing to perform and provide medical director services upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, Borough and Consultant hereby agree as follows:

1. Agreement. Borough hereby engages Consultant, and Consultant hereby accepts such engagement whereby Consultant shall render, upon request, medical management, training and direction (as specified in the attached Schedule A outlining duties) for the Borough in the operation of emergency services.
2. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of twelve months.
3. Travel and Living Expenses. Borough will not reimburse Consultant for any routine, daily travel or living expenses incurred by Consultant.
4. Compensation Terms. Consultant fees shall not be invoiced. Consultant shall be paid the sum of \$12,000.00 for the 12-month term of consulting and/or working. This sum shall be due and payable in four quarterly payments of \$3,000.00 (every 3

months). The first payment shall be due within 15 calendar days of signing of this Agreement. The Consultant's invoices must be submitted quarterly for payment.

5. Independent Contractor. Consultant shall be deemed an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, officer, joint venture or partner of Borough. Consultant shall not have the authority to bind Borough or make any decisions on behalf of Borough of the prescribed duties as set forth in this document. Conversely, Borough shall not have the authority to bind or make decisions on behalf of Consultant.

6. Standard of Care. Consultant agrees to perform the services with that standard of care, skill and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that hereunder. Consultant is hereby given notice that Borough will be relying on the accuracy, competence and completeness of Consultant's services hereunder in utilizing the results of such services in fulfilling contractual commitments to customers, clients and/or complying with statutory or regulatory requirements.

7. Indemnity. Borough hereby indemnifies and shall defend and hold harmless Consultant from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Borough, or of anyone acting under its direction or control or on its behalf. Borough' aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of Consultant.

Consultant hereby indemnifies and shall defend and hold harmless the Borough from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Consultant, or of anyone acting under its direction or control or on its behalf. Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of Borough.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements between Borough and Consultant with respect to the subject matter of this Agreement. This Agreement may only be amended by an instrument in writing signed by Borough and Consultant which specifically amends this Agreement.

9. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

10. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by registered mail, return receipt requested, postage prepaid, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addresses,

and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

11. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of New Jersey. Neither party waives their rights to a jury trial as to any or all of the issues arising out of or related to this Agreement. If any provision shall be deemed for any reason not fully enforceable as written, that

provision shall be reformed as necessary and enforced, or severed from the rest of the Agreement.

12. Further Assurances. Borough and Consultant shall execute all documents, and take or refrain from taking all actions, as may be necessary or appropriate to achieve the purposes of this Agreement.

13. Assignment of Duties. Consultant shall have the right to assign this Agreement, without permission of Borough, to a corporate entity. In the event of Assignment, Consultant shall continue to provide all services under the corporate name and Borough shall continue to pay all compensation to the corporate name and all duties and liabilities shall remain as set forth in this Agreement.

IN WITNESS WHEREOF, Borough and Consultant have executed this Agreement to be effective as of the day and year first above written.

DATED:

Borough of Sea Bright
By:

DATED:

Matthew J. Letizia DO, Inc.
By: Dr. Matthew J. Letizia, Pres.

MATTHEW J. LETIZIA, DO. INC

Physician Medical Director duties provided:

- Provide medical advisement for the following programs:
 - Albuterol
 - Automated external defibrillator
 - Aspirin
 - Continuous positive airway pressure (CPAP)
 - Epinephrine
 - Naloxone (Narcan)
 - Any other regulated treatment or prescription drug administration program deemed necessary
- Involvement with training of EMS providers
 - Introductory lecture encompasses:
 - Naloxone (Narcan), Epinephrine, continuous positive airway pressure (CPAP), and Aspirin. May be given as a refresher thereafter, as requested and needed
 - Annual lecture on various topics
 - Participate and advocate in development of engaging, evidence-supported education for EMS providers
 - Continuing education units (CEU) available at no charge
- Provide necessary documentation for the purchase of medications and/or supplies needed for the operation of providing pre-hospital services
- Approval of, participate in, and/or provide medical expertise in, periodic review for quality assurance and compliance with patient care standards of completed medical charts, as requested
- Direct and oversee continuous quality improvement programs based on evidence-supported practices and outcomes, critically appraise and advance the quality of clinical performance in an EMS system, as needed
- Participate in the review of cases treated by EMS personnel considered reportable to the New Jersey State Department of Health

- Review and recommend immunizations on an as needed basis consistent with any local, state, or federal guidance
 - Provide off-site/off-line medical direction as requested
 - Assist, as requested, with the development and/or implementation of annual competency training and evaluation of EMS personnel
 - Review and assist with the implementation and updating of medical protocols and standing orders
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- Maintain liaison with local hospitals, emergency departments, physicians, prehospital providers, and nurses
 - Interact with local, state, and regional EMS authorities to ensure standards, needs and requirements are met and resource utilization is optimized
 - Actively guide and direct the EMS system based upon evidence-supported clinical practices and outcomes
 - Advocate for the mental and physical welfare of patients and EMS professionals, including supporting patient safety initiatives and EMS systems design that incorporate appropriate sleep/wake-work cycles and maximum duty hours
 - Provide own liability protection that covers the spectrum of responsibilities and authorities