

## AGREEMENT FOR MEDICAL DIRECTOR SERVICES

THIS AGREEMENT, dated January 28, 2021, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and Jim Roach, D.O., P.A., a Florida for profit corporation ("Physician" or "Medical Director" or "Contractor"), comprised of a physician licensed to practice medicine in the State of Florida, whose address is 108 Dockside Circle, Weston, Florida 33327, for medical director services.

WHEREAS, the City operates a basic life support service and an advanced life support service; and

WHEREAS, the delivery of advanced emergency medical services by paramedics requires intravenous administration of emergency resuscitative drugs and performance of sophisticated technical emergency procedures; and

WHEREAS, the administration of drugs and performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may be performed in the State of Florida only by or under the direction of a licensed Florida physician; and

WHEREAS, Section 401.265, Florida Statutes (2020), as may be amended or revised, requires each basic life support transportation service or advanced life support service to employ or contract with a Medical Director,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and the Medical Director hereby agree as follows:

### **Designation**

Jim Roach, D.O., P.A. is designated during the term of this Agreement and during the term of any extension or renewal of this Agreement as the Medical Director for the City of Fort Lauderdale's emergency medical services system, effective March 1, 2021.

Jim Roach, D.O., P.A. is a sole proprietorship. Within ninety (90) days, Medical Director shall designate in writing, independent contractor physicians who will have the authority to act and provide the required services under this Agreement in the absence of the Medical Director. All said physicians are subject to prior written City approval and must provide the required insurance for City review prior to and before rendering any services under this Agreement.

### **Duties: Responsibilities**

1. The Medical Director shall supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for the City of Fort Lauderdale's emergency medical services system.
2. The Medical Director shall perform duties including advising, consulting, training, counseling, and oversight of emergency medical services, including appropriate quality assurance but not including administrative or managerial functions. This Agreement is contingent on the Medical Director employing a sufficient number, in the opinion of the City's City Manager ("City Manager"), of physicians licensed pursuant to Florida law and Board Certified in the State of Florida in emergency medicine ["Physician(s)"], to provide the services enumerated in this Agreement. The Medical Director shall provide proof of a Physician's qualifications and inclusion as an insured under the insurance policies required by this Agreement to the City prior the Physician's performance of any services pursuant to this Agreement on the Medical Director's behalf, and such qualifications and insurance shall be subject to the City Manager's and the City's Risk Manager's prior written approval.
3. The Medical Director shall prescribe for use by the City's Police Department ("Police Department") pursuant to Section 381.887, Florida Statutes (2020), as may be amended or revised, an emergency opioid antagonist, and shall assist and instruct such Police Department personnel as determined by the City Manager in the proper administration of such emergency opioid antagonist.
4. Except as otherwise provided for herein, the Medical Director's role regarding the hiring and firing of, and disciplinary actions against any medically certified employee of the City, is advisory only.
5. The Medical Director shall cause a physician who is either an officer, employee or contract employee of the Medical Director to comply with the notice requirement of Section 458.348(1), Florida Statutes (2020), as may be amended or revised. The Medical Director shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the City to perform basic life support or advanced life support patient services in accordance with applicable law. The Medical Director shall notify in writing the City's Fire Chief ("Fire Chief") or the Fire Chief's designee of the Medical Director's prohibition of a City employee to perform basic life support or advanced life support patient services within twenty-four (24) hours of the Medical Director's prohibition of a City employee to perform basic life support or advanced life support patient services.

6. The Medical Director shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this Agreement is in effect. Such on-call physician shall make radio or telephone contact with the Fire Chief or the Fire Chiefs designee within fifteen (15) minutes of such on-call physician's receipt of notification or page from the Fort Lauderdale Fire Rescue ("FLFR") or the Fire Rescue communications center. The Medical Director shall be responsible for the acts and omissions of all such on-call physicians.
7. The Medical Director shall assist the Fire Chief or the Fire Chief's designee in determining the qualifications of personnel who supervise the emergency medical technicians and paramedics in the City's Fire Rescue Department ("Department").
8. The Medical Director shall review and approve Emergency Medical Technician ("EMT") and Paramedic continuing medical education ("CEUs") provided by FLFR and Fort Lauderdale Ocean Rescue as requested by the Battalion Chief of Training and Special Operations.
9. The Medical Director shall provide liaison services as requested by the Department or by the City, or on behalf of the City, to any educational, governmental, or medical agency or institution, and to other providers in Broward County and elsewhere, to which the Department may deliver patients or from which the Department may seek medical or regulatory consultation, relating to the City's provision of emergency medical services.
10. The Medical Director shall serve as liaison between the City and the various community hospitals, other local emergency medical services agencies, and any other agency, physician, institution or organization affecting the Department's provision of emergency medical services.
11. The Medical Director shall serve as liaison between the City and various community hospitals, other local emergency medical services agencies, physician(s), institutions, and organizations for the purposes of ensuring compliance with all federal and state standards and regulations regarding infectious disease exposures and reporting requirements for the Fire Rescue Department.
12. Subject to the Fire Chief's approval, and subject to the City's budget and appropriation and the availability of funds, the City may reimburse the Medical Director pursuant to the City's Travel Allowance and Subsistence Policy, for travel expenses for Dr. Roach to attend professional conferences pertaining to the City's provision of emergency medical services.

13. In conjunction with the EMS Bureau, the Medical Director shall develop and revise medically correct standing orders or protocols pursuant to Section 64J-1.004(4), Florida Administrative Code (2019), as may be amended or revised, to reflect the current standard of care for patients.
14. The Medical Director will provide a website so that the protocols can be accessed on the mobile devices in the field with an internet connection. The website will be paid for, managed and updated by the Medical Director. There will be an export function so that at any given moment the protocols can be captured in a moment in time and archived for testing purposes.
15. The Medical Director will review and approve or disapprove the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the City.
16. Pursuant to Section 64J-1.004(4), Florida Administrative Code (2019), as may be amended or revised, the Medical Director, by and through Dr. Roach, shall develop and implement a continuous quality improvement (“CQI”) assurance system to assess the medical performance of paramedics and emergency medical technicians. The Medical Director, by and through Dr. Roach, shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under its supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2020), as may be amended or revised. The Medical Director shall conduct periodic review sessions with Department personnel regarding medical management of individual medical rescue cases. The Medical Director, by and through Dr. Roach, shall conduct in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.
17. The Medical Director, in conjunction with the Fire Chief and the Fire Chief’s staff, shall keep records for continuing education and re-certification training. The Medical Director shall keep records related to quality assurance committee meetings and quality assurance measures. The Medical Director, in conjunction with the Fire Chief and the Fire Chief’s staff, shall keep other necessary documentation related to attendance at such programs as required by federal, state, and county regulations. The Medical Director will assist with the required documentation as necessary for the emergency medical services re-certification of all Fire Rescue Department employees. The Medical Director shall make all such records contemporaneously with the corresponding event and keep all such records in accordance with Florida law, including the Florida public records law.

18. In concert with the Fire Chief and the Fire Chief's staff, the Medical Director will establish a routine monthly meeting lasting at least one to two hours, for the purposes of medical consultation, planning, education, and quality assurance.
19. The Medical Director shall review regularly medical rescue reports prepared by Fire Rescue Department emergency medical technicians and paramedics and review all problem cases as necessary or medically appropriate. The Medical Director shall keep a log of all such reviews, in accordance with Florida law, including the Florida public records law, and make such log available for inspection by the City Manager, or designee at any time.
20. The Medical Director shall, in conjunction with the Fire Chief or the Fire Chief's designee, subject to the City's budget and appropriation and the availability of funds, authorize, and may require, the Fire Rescue Department's emergency medical technicians and paramedics to attend specialized training programs, conferences, and schools for the purpose of earning CEU's.
21. The Medical Director shall assist, and make recommendations to, the Fire Chief, the Fire Chief's staff, and other City personnel, as required by the City Manager, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the City's emergency medical services system.
22. The Medical Director shall participate as a crew member on the City's emergency vehicles in accordance with Florida Department of Health rules and shall provide on-site personnel evaluation. The Medical Director shall perform at least twenty-four (24) hours per contract year of in-the-field operations riding in rescue vehicles and/or chief command vehicles, reviewing the performance of Fire Rescue Department's emergency medical services personnel, and reviewing different incidents in which emergency medical services are rendered. The Medical Director will schedule the time, date, and location within the City of Fort Lauderdale, of in-the-field operations.
23. The Medical Director shall participate in monthly and/or quarterly meetings with emergency medical services supervisors and/or field training officers, to last 1-4 hours and, if needed as determined by the City Manager or the City Manager's designee, three consecutive days, to allow all shifts (A, B and C) to participate. The Medical Director will schedule the time, date, and location within the City of Fort Lauderdale of the monthly and/or quarterly meetings.

24. In January of each year of this Agreement, the Medical Director shall assist with the annual review of medical rescue services via a report to the Fire Chief, assessing the overall quality of services delivered by the City's Fire Rescue Department Emergency Medical Services, emergency medical technicians, and paramedics.
25. The Medical Director shall be available upon request to meet and confer with the City Manager, the Fire Chief, and other officials and employees of the City as determined by the City Manager or the City Manager's designee, regarding the City's emergency medical services delivery programs, personnel issues related to the continuation of practices by medically certified Fire-Rescue Department personnel, and any other issues that may impact the City's ability to deliver quality emergency medical services. The Medical Director shall be required to participate in and testify as witnesses in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the City Manager or by the City Manager's designee or by the City's legal counsel, or designee in connection with any matter related to or that may affect the City's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.
26. The Medical Director shall review and have the authority to approve such community medical education and training programs as may be offered by the Fire Rescue Department.
27. The Medical Director shall have consultative and authorizing authority over the City's provision of emergency medical services in conjunction with special events held within the corporate limits of the City of Fort Lauderdale, Florida, and the City of Wilton Manors, Florida, and/or subject to regulation and/or requirements of the Fire Rescue Department in conjunction with the event.
28. The City may require the Medical Director to respond to major incidents, special events, or disasters which the Fire Rescue Department has responsibility for managing.
29. The Medical Director shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The Medical Director shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both Parties, relating to the provision of emergency medical services.

## **Insurance**

1. The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager ("Risk Manager"), in an amount not less than \$1,000,000 per occurrence limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and coverage for the liability assumed by the Medical Director under the indemnification provision of this Agreement.
2. The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City proof of automobile liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Risk Manager, with policy coverage and limits in accordance with State law.
3. The Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of professional liability/medical malpractice insurance with minimum limits of \$1,000,000 per claim, and \$3,000,000 aggregate, insuring the Medical Director and the Medical Director's officers and employees and the City against liability arising out of all acts and omissions by the Medical Director and by the Medical Director's officers and employees during the term of this Agreement and during the term of any extension or renewal thereof, including coverage for the liability assumed by the Medical Director under the indemnification provision of this Agreement.
4. The commercial general liability and professional liability/medical malpractice policies shall name the City of Fort Lauderdale, a Florida municipality, as a certificate holder and as an additional insured.
5. If required by law, the Medical Director shall maintain during the term of this Agreement and during the term of any extension or renewal of this Agreement and provide to the City a certificate of workers' compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Risk Manager, with a limit of \$500,000 employer's liability, in compliance with all state and federal laws.
6. The Medical Director shall provide to the City at least thirty (30) days' written notice by registered mail, return receipt requested, addressed separately, to the Fire

Chief and to the Risk Manager, prior to cancellation or modification of any required insurance. The provisions of this entire Section shall remain in effect until four (4) years after the expiration or termination of this Agreement and any extension or renewal of this Agreement, unless the Medical Director is able to secure an occurrence insurance policy as may be approved by the Risk Manager.

### **Compensation**

In consideration for the services provided by the Medical Director as an independent contractor, City hereby agrees to pay the Medical Director \$70,000 per year, payable in twelve monthly installments after the first day of each month for the previous month's services.

### **Term**

The initial term of this Agreement shall be for a three-year period commencing on March 1, 2021 at 0000 and ending on February 29, 2024. The City reserves the right to extend the Agreement for two (2) additional one-year terms providing all terms conditions and specifications remain substantially the same and both Parties agree to the extension.

### **Termination**

1. Either Party may terminate this Agreement or any extension or renewal of this Agreement for any reason at any time by providing ninety (90) days prior written notice of termination by certified mail or hand delivery to the other Party.
2. Either Party may terminate this Agreement for a material breach of this Agreement by the other Party upon seven (7) calendar days' written notice to the other Party and an opportunity to cure within the seven-day period, except that the only material breach by the City for which the Medical Director may terminate this Agreement upon seven (7) days' written notice with an opportunity to cure is the City's failure to pay the Medical Director the monthly fee provided for in this Agreement on or before the forty-fifth day following the end of the month for which the fee is due.
3. The City may, in the City's sole discretion, terminate this Agreement immediately or upon such notice as the City deems appropriate in the City's sole discretion by giving written notice to the Medical Director in the event of any one or more of the following:
  - a. The Medical Director's license to practice medicine in any state where Physician holds such a license is suspended or revoked, or Physician is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority;

- b. The Medical Director is charged with, or indicted or informed against or arrested for, or convicted of, any felony or misdemeanor or criminal traffic offense;
  - c. The Medical Director is found, in connection with his service as a medical director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;
  - d. Any insurance coverage required by this Agreement is not maintained or is not maintained at the required level or is canceled.
  - e. The Medical Director is either temporarily or permanently incapacitated, as determined solely by the City.
4. The Medical Director shall provide the City with written notice 24 hours after the Medical Director is informed of any of the foregoing grounds for immediate termination. In addition, if any medical malpractice action or proceeding in connection with the Medical Director's service as a medical director for any emergency medical services system is initiated against the Medical Director, whether such action or proceeding arises out of events occurring prior to or after the effective date of this Agreement, then the Medical Director shall, within five (5) calendar days after the Medical Director is informed of such action or proceeding, provide the City with written notice of such action or proceeding.

#### **Indemnification**

The Medical Director shall protect and defend at the Medical Director's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents, from and against any and all claims, damages, judgments, losses, penalties, fines, settlements, charges, costs, and expenses, including any award of attorney fees and any award of costs, that may arise out of, or be occasioned by, any act or omission or medical malpractice, including supervision, direction, oversight, counseling, and training of, and consultation with, City personnel, by the Medical Director or by any third party physician acting on behalf or in place of the Medical Director. This paragraph shall survive expiration or early termination of this Agreement.

#### **Governing Law: Venue: Waiver of Jury Trial**

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. **THE PARTIES HEREBY EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES SO**

## **TRIALE REGARDING THIS AGREEMENT.**

### **Severability**

In the event any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not having been held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, shall remain in full force and effect.

### **Miscellaneous**

1. No failure or delay by either Party in exercising any power or right under this Agreement shall operate as a waiver thereof. No waiver by either Party of any provision of this Agreement shall operate as a subsequent waiver of the same provision or a waiver of any other provision of this Agreement.
2. The Medical Director shall at all times comply with, and be subject to, all laws, rules, regulations, and ordinances governing physicians and medical directors.
3. Subject to certain statutory exemptions, including Sections 401.30, 119.071(1)(a), and 401.425(5), Florida Statutes (2020), as may be amended or revised, and subject to the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, records made or received by the City in connection with this Agreement, including this Agreement, and records made or received by the Medical Director in connection with this Agreement are public records subject to public inspection and copying. The City's determination of whether any or no exemption applies shall control.
4. The City's General Conditions are incorporated herein by this reference as Exhibit A.
5. The Medical Director shall not assign this Agreement to any other person or entity without the City's prior written consent.
6. The Medical Director, in his role as Medical Director, shall not discriminate illegally against any person on the basis of race, color, religion, sex, age, national origin, disability, marital status, or sexual orientation, or violate any applicable federal or state civil rights or human rights law or applicable county or municipal civil rights or human rights ordinance.
7. Within fourteen days following the commencement of this Agreement and within fourteen days following every anniversary of this Agreement, the Medical

Director shall provide to the City Manager or designee a schedule of all of its activities planned pursuant to this Agreement for the ensuing year, which schedule shall be subject to the City Manager's or the City Manager's designee's approval or revision.

## **Notice**

Notices from one Party to the other Party shall be by E-mail, except in the case of termination of this Agreement, by hand delivery, or by certified mail, return receipt requested, and addressed as follows:

### **City of Fort Lauderdale**

Fire Chief  
528 NW 2nd Street  
Fort Lauderdale, FL 33311  
Phone: 954-828-6816  
[rkerr@fortlauderdale.gov](mailto:rkerr@fortlauderdale.gov)

With a copy to:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Phone: 954-828-6174  
[clagerbloom@fortlauderdale.gov](mailto:clagerbloom@fortlauderdale.gov)

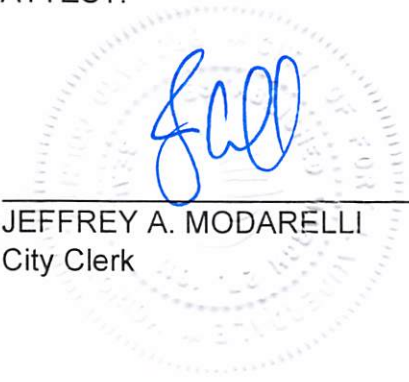
City Attorney Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Phone: 954-828-7452  
[aboileau@fortlauderdale.gov](mailto:aboileau@fortlauderdale.gov)


### **Medical Director**

James Roach, DO  
Jim Roach, DO, P.A.  
108 Dockside Circle  
Weston, FL 33327  
Phone: 954-494-8866  
[Edmed911@yahoo.com](mailto:Edmed911@yahoo.com)


IN WITNESS WHEREOF, the Parties execute this Agreement for Medical Director Services as follows:

ATTEST:

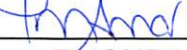


  
\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

CITY OF FORT LAUDERDALE, a Florida  
municipality

By:   
\_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM  
City Manager

Approved as to form:  
ALAIN E. BOILEAU, City Attorney

By:   
\_\_\_\_\_  
For: RHONDA MONTOYA HASAN  
Assistant City Attorney

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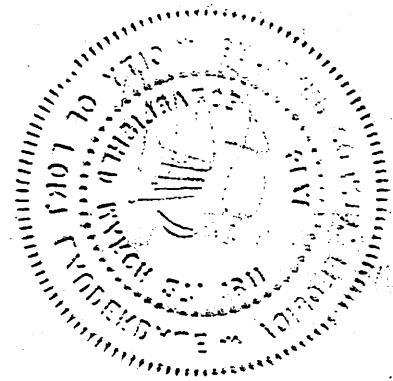
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WITNESSES:

JIM ROACH, D.O., P.A., a Florida profit corporation

[Signature]

Daniel Parra  
[Witness print/type name]

By: [Signature]  
JAMES ROACH, DO

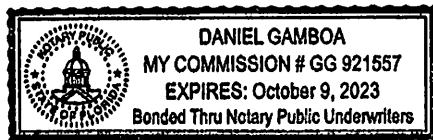
B A

Bruno Giacomelli  
[Witness print/type name]

STATE OF Florida DG :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2021, by JAMES ROACH, DO of JIM ROACH, D.O., P.A., a Florida profit corporation.

(SEAL)



[Signature]  
(Signature of Notary Public – State of Florida)

Daniel Gamboa  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification 2  
Type of Identification Produced FL Drivers License

Attachment: City of Fort Lauderdale, General Conditions



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

100  
1/29/2021

Today's Date: 1/26/21

DOCUMENT TITLE: Agreement for Medical Director Services -  
Jim Roach, D.O., PA.

COMM. MTG. DATE: 1/21/21 CAM #: 21-0069 ITEM #: \_\_\_\_\_ CAM attached: ☒ YES ☐ NO

Routing Origin: \_\_\_\_\_ Router Name/Ext: Glynn Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: \_\_\_\_\_  
Attorney's Name: RMH/TA Initials: [Signature]

2) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Date: 1/27/2021

3) City Manager's Office: CMO LOG #: Jan 29 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ CHRIS LAGERBLOOM as CRA Executive Director ☐  
TARLESHA SMITH ☐ GREG CHAVARRIA ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to ☐ Mayor ☒ CCO Date: 1-28-21

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Forward \_\_\_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards \_\_\_\_\_ originals to CCO

7) City Clerk: Scan original and forwards 1 originals to: Claudette Rose (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to CAO/Dept.