

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of October, 2001, by and between FARID ULLAH, M. D. Advanced Life Support Medical Director, hereinafter referred to as "A.L.S. Medical Director", and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, Section 401.46 (1), Florida Statutes, requires that Nassau County be certified by the Department of Health and Rehabilitative Services as having met certain standards in order for the County to provide advanced life support services; and

WHEREAS, Section 401.46 (2), Florida Statutes, requires that an emergency medical services system employing or utilizing paramedics to perform advanced life support procedures must employ or contract with, a medical director who shall be a licensed physician, to supervise and accept responsibility for the medical performance of the emergency medical technicians and paramedics functioning for that emergency medical services system; and

WHEREAS, The County is desirous of obtaining the services of a qualified practicing physician to serve as A.L.S. Director in the performance of duties relating to the establishment and operation of advanced life support services within Nassau County; and

WHEREAS, Dr. Farid Ullah currently holds a valid and

unrestricted license to practice medicine in the State of Florida and possesses the expertise necessary to supervise and accept responsibility for the establishment of advanced life support services within Nassau County.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between parties as follows:

1. PAYMENTS: For the services, duties, and facilities hereinafter provided and performed, the County agrees to pay to the A.L.S. Medical Director a retainer equal to the sum of \$19,000.00 payable in equal monthly installments of \$1,583.33.

2. In addition to the compensation as set forth in Paragraph 1, the County shall reimburse the Medical Director for registration fees, travel, hotel and meals to permit the Medical Director to attend professional conferences pertaining to emergency medical services in each fiscal year; provided further that such funds are provided for in the annual budget of the County in any fiscal year during the term of this agreement. Selection of any such professional conferences shall be in the sole discretion of the Medical Director with prior notification of the Board. Proper accounting documents shall be provided to the Clerk's Office.

3. RESPONSIBILITIES: Professional services, duties and responsibilities of the A.L.S Medical Director shall be:

(a) To have and maintain the expertise and competence to serve as A.L.S. Medical Director as defined by applicable State

laws and regulations.

(b) Responsibility for advising the Nassau County Emergency Medical Services Department as to his assessment of the competence of each of the department's paramedics and for making recommendations regarding the medical procedures which each paramedic should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluation process and techniques and shall include at least assessment of each paramedic's ability to:

(1) appropriately evaluate emergency medical patients and determine proper priorities for emergency medical care;

(2) Communicate the findings of such evaluation to a physician who has agreed to provide reasonable supervision of that paramedic;

(3) Receive and understand proper orders from a physician providing direct supervision of the paramedic;

(4) Understand and properly apply any standing orders authorized by the A.L.S. Medical Director;

(5) Understand the legal relationships between the paramedic, medical director(s) under agreement to provide responsible supervision of the paramedic and any other physicians; and

(6) perform the specific medical procedures which the paramedic is specifically authorized by the A.L.S. Medical Director and by the Nassau County Emergency Medical Services

Department to perform.

(c) To insure that any advanced life support services performed by the paramedics are done with responsible physician supervision.

(d) To continually evaluate the medical capability of the paramedics and the Nassau County Emergency Medical Services Department and advise the Department regarding the appropriate levels and standards of care that should be achieved.

(e) To assist in identifying the specific medical skills and knowledge which paramedics must possess to achieve the desired level and standard of care.

(f) Assist in identifying the training and experience necessary for the paramedics to acquire the desired skills and knowledge and, in cooperation with approved educational programs, in assuring that each paramedic receives such training and experience.

(g) Assist the Nassau County Emergency Medical Services Department and hospitals within the County in the development of standing orders and other procedures to facilitate the proper management of emergency medical procedures.

(h) Develop and implement an appropriate process for periodic audit and review of advanced life support and other emergency medical procedures performed by paramedics and other personnel providing such services to insure that such procedures comply with the requirements and standards established by the

Department of Health and Rehabilitative Services.

(i) Develop and authorize, or review and authorize for use standing orders which allow the paramedics to properly manage certain medical emergencies when voice communication with responsible physicians is not available. Such standing orders must be specific and must at least provide for managing immediately life-threatening medical emergencies but they are not required to be so comprehensive as to include all possible medical emergencies.

(j) Accept responsibility for the medical correctness of any standing order which he authorizes for use by the paramedic and for properly instructing the paramedics regarding the correct use of the standing orders.

(k) Determine the qualifications necessary for a physician to provide responsible supervision of the paramedics.

(l) Develop and authorize, or review and authorize standards and procedures controlling the use of drugs and other medications used for advanced life support and emergency medical services; to accept responsibility for procedures providing for the security and periodic inventory of drugs and medications.

(m) Retain the ultimate authority to permit and/or prohibit any paramedic to utilize Advanced Life Support techniques and emergency medical procedures.

4. INSURANCE AND INDEMNIFICATION:

(a) The A.L.S. Medical Director shall at all times be

covered by professional liability insurance for his work performed under this Agreement in an amount of not less than \$1,000,000/\$3,000,00 per person, no aggregate, unless otherwise approved by the County. The County shall insure that the Medical Director shall at all times be covered by the County's Liability policy for his work performed under this Agreement.

(b) Except otherwise provided herein, the County and A.L.S. Medical Director hereby acknowledge that they are not liable for the negligence of each other and that they will indemnify and save harmless each from all liability, (including attorney's fees), arising out of any service, duty or obligation herein set forth.

(c) The Medical Director has requested that his present malpractice insurance include, at his present premium rate, his services pursuant to this Contract. The parties agree that should the Medical Director's carrier assess an additional premium amount for his coverage for his services as Medical Director, the County agrees to reimburse the Medical Director for any premium difference due to his position as Medical Director.

5. INDEPENDENT CONTRACTORS: The A.L.S. Medical Director shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall in any way be interpreted or construed to constitute the A.L.S. Medical Director or any of his agents or employees as the agent, employee, or representative of the County.

6. TERM: The term of this Agreement shall begin on the 16th day of October, 2001, and shall terminate on the 16th day of October, 2002.

This Agreement supersedes any and all contracts of agreements, oral or written, express or implied, heretofore entered into by and between the parties hereto. Either party to this Agreement shall have the right to terminate same at any time upon thirty (30) day notice to the other party, provided, however, that this Agreement shall automatically terminate upon suspension or revocation of the license to practice medicine in the State of Florida held by the A.L.S. Medical Director.


7. MEDICAL MALPRACTICE INSURANCE: The County has appointed Farid Ullah as the ALS Medical Director as well as approving the contract between the county and the ALS Medical Director. The County shall pay the sum of one hundred dollars (\$100.00) as and for medical malpractice insurance for Dr. Ullah as overseer and pursuant to the appointment of Dr. Ullah as the ALS Medical Director/overseer.

8. NOTICE: Notice under this Agreement shall be given to the County by delivering written notice to the Director of Emergency Services, Nassau County Office Annex, 11 North 14th Street, Box 12, Fernandina Beach, Florida 32034, and notice shall be given to the A.L.S. Medical Director by delivering written notice to Farid Ullah, M.D., 2334 East State Road 200, Suite 100, Fernandina Beach, FL, 32034.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seal on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

ADVANCED LIFE SUPPORT MEDICAL
DIRECTOR


FARID ULLAH

(Printed Name of Witness)

(Printed Name of Witness)

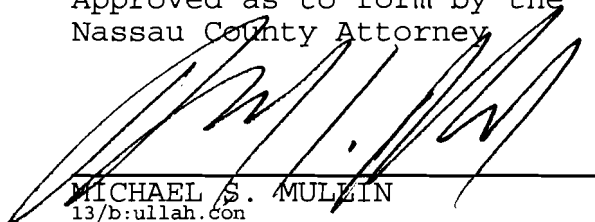
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MARIANNE MARSHALL
Its: Chairman

ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLEIN
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