

AGREEMENT

THIS AGREEMENT made and entered into this 13th day of October, 2008, by and between FARID ULLAH, M. D. Advanced Life Support Medical Director, Basic Life Support (BLS), and Advanced Life Support (ALS) Medical Director, hereinafter referred to as "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 401.265(1), Florida Statutes, requires that each basic life support transportation service or advanced life support service must contract with a medical director, and Chapter 64E-2.004(1), Florida Administrative Code, requires that each ALS or BLS provider shall maintain on file for inspection and copying by the Department of Health, its current contract for a medical director by which it employs or independently contracts with a physician qualified pursuant to this Section to be its medical director; and

WHEREAS, Section 401.265(1), Florida Statutes, requires that such medical director, who shall be a licensed physician, to supervise and accept responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system; and

WHEREAS, the County is desirous of obtaining the services of a qualified practicing physician to serve as BLS and ALS Director

in the performance of duties relating to the establishment and operation of BLS and ALS 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 and maintenance of the BLS and ALS services within Nassau County; and

WHEREAS, Dr. Farid Ullah also holds a valid DEA registration to provide controlled substances to the County, and said proof of registration shall be maintained on file with the County and shall be readily available for inspection; and

WHEREAS, Dr. Farid Ullah has been advised by his malpractice insurance carrier that it will no longer indemnify him for his services to the County; and

WHEREAS, the Board of County Commissioners has agreed to pay the premium for said insurance.

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 Medical Director a retainer equal to the sum of \$20,907.00 payable in equal monthly installments of \$1,742.25.

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 Medical Director shall be:

(a) To have and maintain the expertise and competence to serve as BLS and ALS Medical Director for Nassau County as defined by applicable State laws and regulations.

(b) Responsibility for advising the Nassau County Fire Rescue 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 processes 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 Medical Director;

(5) Understand the legal relationships between the paramedic and the 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 Medical Director and by the Nassau County Fire Rescue to perform.

(c) To demonstrate and have available for review by the Department of Health documentation of active participation in a regional or statewide physician group involved in pre-hospital care.

(d) To develop medically correct standing orders or protocols which permit specified BLS and ALS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The Medical Director shall issue standing orders and protocols to the provider to ensure that the provider transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition in available with the service region.

(e) The Medical Director, or his appointee, shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include, in addition to the development of protocols and standing orders, direction to personnel of the County as to

availability of medical director "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Florida Statutes, Section 252.34(3).

(f) Develop, implement, and maintain a patient care quality assurance system to assess the medical performance of EMT's and paramedics. The Medical Director shall audit the performance of system personnel by use of a quality assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedures. The Medical Director shall be responsible for participating in quality assurance programs.

(g) The Medical Director shall ensure and certify that security procedures of the County for medications, fluids, and controlled substances are in compliance with Florida Statutes, Chapters 499 and 893, and with Chapter 64f-12, Florida Administrative Code.

(h) Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances by all County personnel.

(i) Notify the Department in writing of each substitution by the County of equipment or medication.

(j) Assume direct responsibility to develop guidelines for the use of an EMT, of an automatic or semi-automatic defibrillator. The Medical Director is to ensure that the EMT is

trained to perform these procedures, shall establish written protocols for the performance of these procedures, and shall provide written evidence to the Department documenting compliance with the provisions of this Paragraph.

(k) Ensure that all EMT's and Paramedics are trained in the use of the trauma scorecard methodologies as provided in Section 64E-2.017, Florida Administrative Code, for adult patients, and in Section 64E-2.0175, Florida Administrative Code, for pediatric trauma patients.

(l) Develop and revise, when necessary, trauma transport protocols for submission to the Department for approval.

(m) Participate as a crewmember on an EMS vehicle for a minimum of ten (10) hours per year, and complete a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care and teaching, or a combination of both.

4. INSURANCE AND INDEMNIFICATION:

(a) The 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 \$500,000.00/\$1,000,000.00 per person, no aggregate, unless otherwise approved by the County, which shall be paid for by the County, not to exceed a yearly premium of ~~\$5,000~~ \$5,173.02. Nassau County agrees to pay for said coverage through October 15, 2009.

(b) Except otherwise provided herein, the County and 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.

5. INDEPENDENT CONTRACTORS: The 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 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, 2008, and shall terminate on the 15th day of October, 2009.

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 Medical Director.

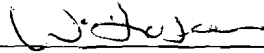
7. NOTICE: Notice under this Agreement shall be given to the County by delivering written notice to the Fire Chief, Nassau County Fire Rescue, 96135 Nassau Place, Yulee, Florida 32097, and notice shall be given to the Medical Director by delivering written notice to Farid Ullah, M.D., 2334 8th Street, Fernandina Beach, FL, 32034.

8. APPROPRIATE OF FUNDS: This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

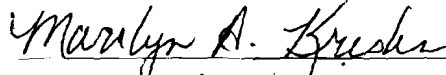
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:


MEDICAL DIRECTOR



Willie LaFawn
(Printed Name of Witness)

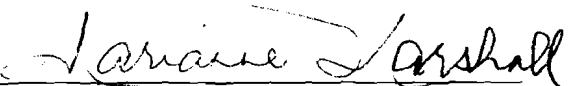


MARILYN A. KRISHNAN
(Printed Name of Witness)



FARID ULLAH

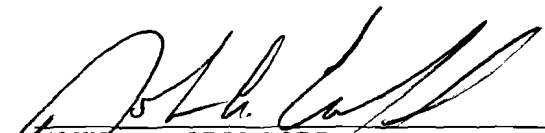
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chair

Attest as to Chair's signature:

Approved as to form by the
Nassau County Attorney:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk *es/10/3/08*

z/legal/agreements/ullah-contract2008



DAVID A. HALLMAN