C5-06-192

## A M E N D E D AGREEMENT

THIS AMENDED AGREEMENT made and entered into this 14<sup>th</sup> day of June, 2006, by and between **FARID ULLAH**, M. D., 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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, Dr. Farid Ullah serves for Nassau County as BLS and ALS Medical Director; and

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WHEREAS, Dr. Farid Ullah has been the Medical Services Director for 23 years; and

WHEREAS, the County entered into an Agreement with Dr. Ullah on October 12, 2005; and

WHEREAS, Dr. Farid Ullah has been advised by his malpractice insurance carrier that it will no longer provide coverage for his services to the County as Medical Services Director; and

WHEREAS, the Board of County Commissioners has agreed to pay the premium for his malpractice insurance for his capacity as Medical Services Director.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between parties that the Agreement entered into by the parties on October 12, 2005, shall be amended as follows:

1. 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 \$5,000.00.

(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 06/20/06

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forth.

2. All other terms and conditions set forth in the Agreement dated October 12, 2005, shall remain in full force and effect.

3. Time is of the essence.

Signed, Sealed and Delivered in the presence of:

Moung

MEDICAL DIRECTOR

Jead Minu. FARID ULLAH

nted Name GRANT JONES Printed Name of Witne

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

THOMAS D. BRA

Its: Chairman

ATTEST: JOHN A. CRAWFORD Its: Ex-Officio Clerk Approved as to form by the Nassau County Attorney MICHAEL S. MULLIN

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