

AGREEMENT FOR MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICE PROGRAMS

This Agreement is made this _____ day of _____, 2022 effective July 1, 2022, by and between Global EMS, LLC (GEMS) and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (School Board) for the purpose of contracting with GEMS to serve as director of EMS (Emergency Medical Service) programs at the Suncoast Technical College (STC).

R E C I T A L S:

- A. GEMS provides licensed medical physicians and the School Board is in need of a licensed medical physician to serve as Medical Director of the Paramedic and Emergency Medical Technician Training Program at the Suncoast Technical College.
- B. GEMS and the School Board desire to enter into this Agreement wherein GEMS shall furnish services to STC under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

- 1. As full compensation to GEMS for services rendered as Medical Director under this Agreement, the School Board shall pay GEMS the sum of \$40,998.84 in twelve (12) equal monthly installments.
- 2. The term of this Agreement shall be for twelve (12) months beginning July 1, 2022 through June 30, 2023.
- 3. GEMS shall perform the duties described herein in a prompt and professional manner.
- 4. GEMS duties shall be performed in accordance with Chapter 64J-1, Florida Administrative Code, Section 64J-1.004 (4) and shall include:
 - a. Responsibility for the instruction of the Department of Transportation (DOT) approved training program for EMTs and paramedics.
 - i. SCHOOL BOARD personnel will primarily deliver the instruction. GEMS may assist with classroom teaching, but will not be primarily responsible for instruction. Curriculum oversight will be a shared responsibility.
 - b. Have substantial knowledge of the qualifications, training, protocols, and quality assurance programs for the training facility.
 - i. The issues of quality assurance, evaluation of program and/or faculty, and the implementation of an improvement plan will be shared responsibilities. Evaluations shall be on-going and include both objective and subjective methods.
 - c. Maintain current instructor level training in Advanced Cardiac Life Support

(ACLS), or equivalent, or Advanced Trauma Life Support (ATLS), maintain provider or instructor level training in International Trauma Life Support (ITLS), Prehospital Trauma Life Support (PHTLS), or Advanced Trauma Life Support (ATLS); and Advanced Pediatric Life Support (APLS), Pediatric Advanced Life Support (PALS), Pediatric Education for Prehospital Professionals (PEPP), or Emergency Pediatric Care (EPC).

- d. Act as a liaison between training centers, local EMS providers and hospitals.
 - i. STC will share this responsibility by actively supporting and encouraging open communications between training centers, local EMS providers and hospitals.
 - ii. STC will have a representative at each Sarasota County EMS Executive Council meeting (three (3) per year) unless excused by GEMS for good cause.
- e. Participate in state and local quality assurance and data collections programs.
 - i. STC will provide the medical director with data on state and national examination pass rates. An analysis of that data will be presented for purposes of review to identify trends, areas of strength and/or weakness.
 - ii. STC will provide program attrition rates, completion rates, and placement data for review and analysis.
 - iii. Local EMS providers and hospitals will be surveyed for evaluative purposes and design of program improvement plans.
- f. The EMS training center shall by contract, require such medical director to be available four (4) hours per month for classroom teaching or review of student performance, be available for four (4) hours per month for EMS provider clinical or field time, participate as a crew member 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 or teaching or a combination of both.
- g. Participate in the recruitment, selection, and orientation of instructors and preceptors.
 - i. STC will assist GEMS in the recruitment, selection, and orientation of instructors and preceptors. Both parties will set policies, which clearly identify criterion for these procedures.
 - ii. STC will be responsible for adherence to these policies.
 - iii. STC under the direction of GEMS and/or in coordination with GEMS will provide for the selection and orientation of instructors and preceptors.
 - iv. STC will be responsible for materials, equipment and facility.

- v. STC will be responsible for communication with GEMS in regard to these procedures and persons selected to serve in these roles.
 - vi. STC will provide GEMS with data on instructor and preceptor performance. STC administration and/or EMS program director, students, and GEMS will conduct on-going evaluations.
- h. Participate in student selection, mid-term evaluation and final practical examination of students.
 - i. STC will assist GEMS in student selection. Both parties will set policies, which clearly identify criterion for selection and retention of students.
 - ii. STC will conduct student interviews under the direction of GEMS and/or in coordination with GEMS.
 - iii. STC will assist GEMS in the development of mid-term evaluation and the final practical examination students.
 - iv. STC will be responsible for materials, equipment and facility.
- 5. GEMS duties shall comply with current requirements as listed in Chapter 64J-1, Florida Administrative Code.
- 6. In accordance with Section 401.2701 of the Florida Statutes, the parties agree to comply with the following responsibilities:
 - a. GEMS shall have the duty and responsibility of certifying that graduates have successfully completed all phases of the education program and are proficient in basic or advanced life support techniques, as applicable.
 - b. The STC program director will be responsible for the operation, organization, periodic review, administration, development, and approval of the program.
 - c. STC will provide the documentation verifying that the curriculum:
 - i. Meets the course guides and instructor's lesson plans in the most recent Emergency Medical Technician-Basic National Standard curricula for emergency medical technician programs and Emergency Medical Technician-Paramedic National Standard Curricula for paramedic programs.
 - ii. Includes two (2) hours of instruction on the trauma scorecard methodologies for assessment of adult trauma patients and pediatric trauma patients as specified by the department by rule.
 - iii. Includes four (4) hours of instruction on HIV/AIDS training consistent with the requirements of Chapter 381, Florida Statutes.
 - iv. Evidence of sufficient medical and educational equipment to meet emergency medical services training program needs.

- v. Provides emergency medical technician program of at least one hundred ten (110) hours, with at least twenty (20) hours of supervised experience in hospital emergency department.
 - vi. Provides that paramedic program is available only to Florida certified emergency medical technicians or an emergency medical technician applicant who will obtain Florida certification prior to completion of phase one of the paramedic program. Paramedic program must be a minimum of seven hundred (700) hours or didactic and skills practice components, with the skills laboratory student-to-instructor ratio not exceeding six (6) to one (1). Paramedic program will provide a field internship experience aboard an advanced life support permitted ambulance.
- d. STC will maintain records and reports that are available to the Department of Health and/or the Medical Director. Such records must include student applications, records of attendance, records of participation in hospital clinic and field training, medical records, course objectives and outlines, class schedules, learning objectives, lesson plans, number of applicants, number of students accepted, admission requirements, description of qualifications, duties and responsibilities of faculty, and correspondence.
- e. STC must notify the Department of Health within thirty (30) days of any change in the professional or employment status of faculty.
- f. STC must require its students to pass a comprehensive final written and practical examination evaluating the skills described in the current United States Department of Transportation EMT-Basic or EMT-Paramedic, National Standard Curriculum.
7. No changes in this Agreement shall be binding unless it shall be in writing and signed by the parties.
8. Unless earlier terminated, this Agreement shall be for an initial term of fifteen (15) months beginning on the effective date. Following the initial term, this Agreement will automatically renew for successive one (1) year terms (July 1-June 30 annually).
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- Either GEMS or the School Board may terminate this Agreement without cause upon ninety (90) days written notice to the other party.
 - Upon termination of this Agreement prior to the expiration of its term, GEMS shall be entitled to receive payment only to the date of termination based on a proration of the total compensation set forth in paragraph 2.
9. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered or amended except by written consent of both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, and all the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. The sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.

10. To the extent permitted by law, the School Board shall indemnify and hold GEMS harmless from any and all claims and causes of action arising from the services provided in this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board to affect, limit or reduce the protection afforded the Board under the provisions of Section 768.28, Florida Statutes, nor shall the School Board indemnify GEMS for any intentional wrongful action.
11. The failure of either party to object or take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, or of any future breach or subsequent misconduct.
12. GEMS will provide services consistent with the highest degree of skill and training received from the School Board and shall comply with the confidentiality requirements imposed by and disclosed to GEMS by the Florida Department of Education, or any other applicable regulatory agency, and shall comply with any written requirements of the Florida Department of Education and the School Board delivered to GEMS.
13. GEMS shall coordinate with the School Board to insure that there will be a current set of fingerprints on file with the School Board for the Medical Director. If necessary, the assigned GEMS Medical Director agrees to be fingerprinted by the School Board so that it may conduct a background check consistent with Florida law.
14. Neither GEMS nor the School Board shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
15. Any questions or disagreements arising out of the administration or performance of this Agreement shall be resolved by GEMS and the Superintendent of Schools, or their respective designees.
16. The relationship between the School Board and GEMS shall be that of an independent contractor, and not that of employer/employee.
17. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 1960 Landings Boulevard, Sarasota, Florida 34231-3331, and to GEMS at: PO Box 25127, Sarasota, FL 34277, or at such other address as either party may direct in writing.
18. Pursuant to Section 448.095, Florida Statutes, GEMS shall use the U.S. Department of Homeland Security's E-Verify system, <<https://www.e-verify.gov/>> to verify the employment eligibility of all employees hired during the term of this Agreement. GEMS shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide GEMS with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes. If applicable, GEMS shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. GEMS shall provide evidence of compliance with Section 448.095, Florida Statutes within fifteen (15) days of execution of this Agreement and going forward as necessary. Evidence may consist of, but is not limited to, providing notice of GEMS's E-Verify number. Failure to comply with this

provision is a material breach of the Agreement, and the School Board may choose to terminate the Agreement at its sole discretion.

19. Pursuant to Section 119.0701, Florida Statutes, GEMS shall comply with Florida's Public Records Law including:
- a) Keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
 - b) Providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of GEMS upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

IF GEMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

Global EMS, LLC

BY: _____
Jane Goodwin, Chair



Joel Gerber, M.D., CEO

Date: _____

Date: 4/13/22

Approved for Legal Content
By Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Date: April 12, 2022
Signed: MRM