

AGREEMENT FOR MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICE PROGRAMS

This Agreement is made this _____ day of June, 2014, effective July 1, 2014, by and between STEVEN R. NEWMAN, M.D., P.A. (Dr. Newman) and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (School Board) for the purpose of contracting with Dr. Newman to serve as director of EMS (Emergency Medical Service) programs at the Sarasota County Technical Institute (SCTI).

R E C I T A L S:

- A. Dr. Newman is a licensed medical physician 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 Sarasota County Technical Institute.
- B. Dr. Newman and the School Board desire to enter into this Agreement wherein Dr. Newman shall furnish services to SCTI 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 Dr. Newman for services rendered as Medical Director under this Agreement, the School Board shall pay Dr. Newman the sum of \$19,144.38, which shall be paid in twelve equal monthly installments.
2. The School Board will provide an administrative assistant to assist Dr. Newman in meeting the needs of the training center. The administrative assistant will be a part-time employee of the School Board, but will be directly accountable to Dr. Newman and Dr. Newman shall have the right to select the person who will serve as administrative assistant. The School Board shall pay the administrative assistant the sum of \$21,854.46, which shall be paid in twelve equal monthly installments. No other benefits will be provided other than this compensation.
3. The term of this Agreement shall be for 12 months beginning July 1, 2014 through June 30, 2015.
4. Dr. Newman shall perform the duties described herein in a prompt and professional manner.
5. Dr. Newman's duties in accordance with Chapter 64J-1, Florida Administrative Code, Section 64J-1.004 (4) shall include:
 - a. Be responsible 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. DR. NEWMAN and/or his administrative assistant 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 provider level training in advanced cardiac life support (ACLS), international trauma life support (ITLS), in basic trauma life support (BLS) or pre-hospital trauma life support (PHTLS); or advanced pediatric life support (APLS). After signing this Agreement, DR. NEWMAN shall have 120 days to meet this requirement.
- d. Act as a liaison between training centers, local EMS providers and hospitals.
 - i. SCTI will share this responsibility by actively supporting and encouraging open communications between training centers, local EMS providers and hospitals.
 - ii. SCTI will have a representative at each Sarasota County EMS Executive Council meeting (six per year) unless excused by DR. NEWMAN for good cause.
- e. Participate in state and local quality assurance and data collections programs.
 - i. SCTI 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. SCTI 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 4 hours per month for classroom teaching or review of student performance, be available for 4 hours per month for EMS provider field time, participate as a crew member on an EMS vehicle for a minimum of 10 hours per year, and complete a minimum of 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. SCTI will assist DR. NEWMAN in the recruitment, selection, and orientation of instructors and preceptors. Both parties will set policies, which clearly identify criterion for these procedures.

ii. SCTI will be responsible for adherence to these policies.

iii. SCTI under the direction of DR. NEWMAN and/or in coordination with DR. NEWMAN and/or his administrative assistant will provide for the selection and orientation of instructors and preceptors.

iv. SCTI will be responsible for materials, equipment and facility.

v. SCTI will be responsible for communication with DR. NEWMAN and/or his administrative assistant in regard to these procedures and persons selected to serve in these roles.

vi. SCTI will provide DR. NEWMAN and/or his administrative assistant with data on instructor and preceptor performance. SCTI administration and/or EMS program director, students, and DR. NEWMAN and/or his administrative assistant will conduct on-going evaluations.

h. Participate in student selection, mid-term evaluation and final practical examination of students.

i. SCTI will assist DR. NEWMAN and/or his administrative assistant in student selection. Both parties will set policies, which clearly identify criterion for selection and retention of students.

ii. SCTI will conduct student interviews under the direction of DR. NEWMAN and/or in coordination with DR. NEWMAN and/or his administrative assistant.

iii. SCTI will assist DR. NEWMAN and/or his administrative assistant in the development of mid-term evaluation and the final practical examination students.

iv. SCTI will be responsible for materials, equipment and facility.

6. DR. NEWMAN's duties shall comply with current requirements as listed in Chapter 64J-1, Florida Administrative Code.

7. In accordance with Section 401.2701 of the Florida Statutes, the parties agree to comply with the following responsibilities:

- a. DR. NEWMAN 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 SCTI program director will be responsible for the operation, organization, periodic review, administration, development, and approval of the program.
- c. SCTI 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 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 4 hours of instruction on HIV/AIDS training consistent with the requirements of Chapter 381.
 - 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 110 hours, with at least 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 700 hours or didactic and skills practice components, with the skills laboratory student-to-instructor ratio not exceeding six to one. Paramedic program will provide a field internship experience aboard an advanced life support permitted ambulance.
- d. SCTI 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. SCTI must notify the Department of Health within 30 days of any change in the professional or employment status of faculty.
 - f. SCTI 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.
8. No changes in this Agreement shall be binding unless it shall be in writing and signed by the parties. Either party to the Agreement may cancel it upon ninety (90) days notice in writing to the other party.
 9. Upon termination of this Agreement prior to the expiration of its term, DR. NEWMAN 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.
 10. 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.
 11. To the extent permitted by law, the School Board shall indemnify and hold Dr. Newman 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 Dr. Newman for any intentional wrongful action.
 12. 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.
 13. Dr. Newman 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 Dr. Newman 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 Dr. Newman.
 14. Dr. Newman shall coordinate with the School Board to insure that he has a current set of fingerprints on file with the School Board. If necessary, Dr. Newman agrees to be fingerprinted by the School Board so that it may conduct a background check consistent with Florida law.

15. Neither Dr. Newman nor the School Board shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
16. Any questions or disagreements arising out of the administration or performance of this Agreement shall be resolved by Dr. Newman and the Superintendent of Schools, or their respective designees.
17. The relationship between the School Board and Dr. Newman shall be that of an independent contractor, and not that of employer/employee.
18. 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 Dr. Newman at: 3653 Beneva Oak Boulevard, Sarasota, Florida 34238, or at such other address as either party may direct in writing.
19. Pursuant to Section 119.0701, Florida Statutes, Dr. Newman 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 this chapter 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
 - d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of Dr. Newman 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.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

STEVEN R. NEWMAN, M.D.

BY: _____
Jane Goodwin, Chair

Date: _____

Date: _____

Approved for Legal Content
May 7, 2014, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH