

## Contractual Service Specialists Agreement

**THIS AGREEMENT** (“Agreement”) is made and entered into this   1   day of October 2024, by and between the City of Cocoa, a Florida municipal corporation whose address is 65 Stone Street, Cocoa, Florida 32922 (hereinafter “City”) and EMS Medical Direction, LLC, a Florida Limited Liability Company with its principal place of business at 2727 N. Highway A1A, Unit 205, Indialantic, Florida 32903 (hereinafter “Provider” or “Medical Director”).

### WITNESSETH

**WHEREAS**, the City of Cocoa Fire Rescue provides an Emergency Medical Service system which employs Paramedics to perform advanced life support (ALS) and Emergency Medical Technicians to perform basic life support (BLS); and

**WHEREAS**, Florida Statutes § 401.265 requires that each “basic life support transportation service or advanced life support service must employ or contract with a medical director”; and

**WHEREAS**, the aforementioned Statute and Chapter 64J-1 and 64J-2 of the Florida Administrative Code set out certain criteria and requirements for said Medical Director, and

**WHEREAS**, City is required to employ or contract with a medical director who shall be a Licensed physician; a corporation, association, or partnership composed of physicians; or physicians employed by any hospital which delivers in-hospital emergency medical services and which employs or contracts with physicians specifically for that purpose; and

**WHEREAS**, the City of Cocoa desires to contract with Provider and retain a licensed physician to serve as Medical Director in accordance with the requirements set forth in Florida Statutes § 401.265 and Florida Administrative Code Chapters 64J-1 AND 64J-2; and

**NOW THEREFORE**, in consideration of the mutual understandings and Agreements set forth herein, City and Provider hereby agree as follows:

**1. Contract:**

The City does hereby engage Provider to assign a Medical Director, Dr. Larissa S. Dudley, for the City’s Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director as described herein, along with other obligations included within this Agreement. In accordance with Section 401.265(1), Florida Statutes, Provider designates Dr. Larissa S. Dudley as the physician to perform medical director duties pursuant to this Agreement.

**2. Term:**

The City shall retain the chosen provider and the provider shall agree to be retained in an independent contractor relationship under the terms contained herein for the initial Agreement term beginning October 1, 2024, and ending September 30, 2027, with the option to renew this Agreement for two (2) additional twelve (12) month terms unless terminated as established herein. Any extension shall be set forth in a written instrument executed by both parties.

In the event services are scheduled to end because of the expiration or termination of the Agreement, the Provider shall continue to provide services for an extension period, upon the request of the Fire Chief. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The same terms and conditions that are in effect at the end of the natural term of this Agreement shall remain in effect for the 90-day period.

**3. Renewal of Contract:**

The Contract shall be awarded for a period of three (3) years, with the option to renew the contract for up to two (2) additional twelve (12) month periods. The option for renewal will only be exercised upon written mutual Agreement. Any renewal contract shall include all other original terms and conditions under this Agreement.

Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City. Any renewal will be subject to appropriation of funds by the City Council.

**4. Termination:**

This Agreement is subject to cancellation without cause by either party to this Agreement upon ninety (90) days written notice. Such notice shall be forwarded by registered mail to the last known address of the other party.

This Agreement is subject to immediate cancellation for cause. The City may immediately be entitled to terminate this Agreement for cause in the event:

- a. The Medical Director fails or refuses to prosecute the Work or any severable part, with the diligence that will ensure its completion within the time specified by the city.
- b. The Medical Director violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction.
- c. The Medical Director materially breaches any of the provisions of this Contract.

**5. Contract Fee:**

The Provider shall be paid the amount of nineteen thousand two hundred dollars (\$19,200) for the first fiscal year. Payments shall be made by the City as a one-time payment with this amount being all inclusive. The City shall remit payment within forty-five (45) days upon receipt of a proper Invoice from the Medical Director. The contract fee shall be twenty-three thousand five hundred dollars (\$23,500) for the year commencing on October 1, 2025 ending September 30, 2026, and twenty seven thousand dollars (\$27,000) for the year commencing on October 1, 2026 ending September 30, 2027.

**6. Independent Contractor Relationship:**

The provider is an independent contractor who will be responsible for payment of Federal

Withholding Tax and Social Security Contributions, if applicable. Furthermore, the Medical Director shall not be entitled to any fringe benefits normally provided to City employees, such as Workers' Compensation Insurance Coverage, Unemployment Compensation, Retirement, Disability Leave, and any leave with pay. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting Medical Director (including its employees and agents) as the agent, representative, or employee of City for any purpose or in any matter whatsoever. Medical Director is, and shall remain, an independent contractor with respect to all services performed under this Agreement. Medical Director understands that this position confers no law enforcement authority.

**7. Insurance:**

- a. At all times during the terms of this Agreement, MEDICAL DIRECTOR shall provide and maintain in force general liability insurance and professional liability insurance. The CITY will reimburse the MEDICAL DIRECTOR for the actual cost for purchasing general liability and professional liability insurance required pursuant to this Contract, provided the amount of the reimbursement shall not exceed \$6000 per year and provided that if the CONTRACTOR provides medical director services to other public entities, the amount of the reimbursement shall be further limited to reflect cost-sharing between all CONTRACTOR's public entity clients.
- b. Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. The professional liability insurance policy required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the MEDICAL DIRECTOR in performing his/her services under this Agreement in the following amounts.
  - (i) Professional liability insurance: No less than \$1,000,000 per claim and \$3,000,000 aggregate coverage, which will include emergency medical services.
  - (ii) General Liability Insurance : The MEDICAL DIRECTOR shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate to protect the MEDICAL DIRECTOR from claims which may arise from any Work performed under this Agreement whether such Work are performed by the MEDICAL DIRECTOR or by anyone directly employed by or contracting with the MEDICAL DIRECTOR.
- c. Prior to the commitment of work hereunder, MEDICAL DIRECTOR shall furnish the CITY a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of CITY in such insurance shall not be effective until thirty (30) days after written notice thereof to CITY. CITY reserves the right to require a copy of such policy or policies upon request.
- d. The maintenance of the insurance coverage set forth herein shall not be construed to limit, nor have the effect of limiting, the MEDICAL DIRECTOR'S liability under the provisions of

the Indemnification Section.

Nothing contained herein is intended nor shall be construed to waive the City of Cocoa sovereign immunity rights as provided for by Florida Statutes.

Nothing in this Agreement should be construed as expanding the liability of the Medical Director beyond that provided for in the laws of the State of Florida and such valid regulations as may be promulgated thereunder.

**8. Duties and Responsibilities of the City:**

- a. The City shall meet or exceed all applicable standards and requirements of the State of Florida for Licensure as an Advanced Life Support (ALS) EMS provider and shall become and remain licensed where applicable by the County and State. The City shall further ensure that its employees, where applicable, include without limitation paramedics and emergency medical technicians, become and remain certified and licensed as appropriate under the laws of the State of Florida.
- b. The City shall ensure that paramedics, emergency medical technicians, and other employees attend such educational programs and activities as shall be deemed necessary by the City and the Medical Director.
- c. The City shall make every effort to comply with all directives and procedures of the Medical Director relating to the quality and quantity of care rendered by the emergency medical system and shall ensure that City employees also comply with such directives and procedures.

**9. Duties and Responsibilities of the Medical Director:**

The Medical Director Shall:

- a. Comply with all laws and regulations and maintain all licenses required to provide Medical Director services. In providing all services pursuant to this Agreement, the Medical Director shall maintain all professional licenses and certifications, shall abide by all federal laws, state statutes, county ordinances, city ordinances, applicable rules and regulations pertaining to or regulating the provision of such services including those now in effect and those hereafter adopted during the term of this Agreement. Any violations of said laws, statutes, ordinances, rules or regulations or loss of professional license or certification by the Medical Director shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Medical Director as provided herein.
- b. Perform all services required pursuant to Florida Statutes Chapter 401 and Chapter 64J, Florida Administrative Code; duties and regulations promulgated by the Florida Department of Health and Rehabilitative Services; and all rules and regulations of any governmental agencies implementing said Chapter or other established duties required to be performed by said Medical Director.
- c. At all times, meet the applicable requirements and obligations of Florida State Statutes

Chapters 395, 401, 499, 893, and Florida Administrative Code Chapters 64J-1 and 64J-2.

- d. Always retain a current and valid Florida M.D. or D.O. license during the term of the Agreement.
- e. Be board certified and active in a broad-based clinical medical specialty with demonstrated experience in pre-hospital care and hold an ACLS certificate or equivalent as determined in Chapter 64J-1.022, F.A.C.
- f. Obtain and possess proof of current registration as a Medical Director, either individually or through a hospital, with the U.S. Department of Justice, DEA, to provide controlled substances to Cocoa Fire Rescue. Proof of such registration shall be maintained on file with Cocoa Fire Rescue and available as needed.
- g. Assume direct responsibility for the medical performance of all Paramedic and EMT certificate holders operating for the Cocoa Fire Rescue. The Medical Director shall provide notice to the Florida Board of Medicine in accordance with the requirement of Section 458.348 (1), Florida Statutes, as may be amended from time to time. Notice shall be filed within 30 days of entering the relationship, orders, or protocol. Notice also shall be provided within 30 days after the physician has terminated any such relationship, order, or protocol.
- h. Develop and authorize, or review and authorize for use, medically correct standing orders and/or protocols which permit specified ALS and BLS procedures. Standing orders and protocols shall ensure that patients are transported to facilities that offer a type and level of care appropriate to the patient's medical condition. The provider shall provide continuous 24 hour per day availability of medical director 'offline' service for potential problems, system conflicts, and disaster events.
- i. Develop and authorize, or review and authorize for use, medically correct Trauma Transport Protocols which permit specified ALS and BLS procedures and ensure that patients are transported to facilities that offer a type and level of care appropriate to the patient's medical condition.
- j. Develop and authorize, or review and authorize medically correct health promotion and wellness activities and blood pressure screenings that may be performed by the City paramedics in accordance with 401.272, F.S.
- k. Develop and authorize, or review and authorize, a written Agreement between the medical director and the county health department that establish the medically correct protocols, policies, and procedures under which City paramedics may administer immunizations in a nonemergency environment, within the scope of their training. The Medical Director shall document on Department of Health Form 1256 that City paramedics who administer immunizations have received sufficient training to administer immunizations.
- l. Supervise, set standards, and establish procedures for the medical performance of the emergency medical technicians and paramedics functioning for the City Fire Rescue, as specified in applicable laws of the State of Florida and such valid regulations as are

promulgated thereunder.

- m. Assess the medical performance of Paramedic and EMT Certificate holders by use of a quality assurance program to include, but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, and established protocols and procedures. The Medical Director shall be responsible for participating in quality assurance programs developed by the Department.
- n. Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances. Ensure and certify that security procedures for medications, fluids, and controlled substances are following Chapter 499 F.F., Chapter 893 F.S., and Section 64J-1, F.A.C.
- o. Review and approve City paramedics and emergency medical technicians' refresher/renewal course.
- p. Ensure that all paramedics and emergency medical technicians are trained in the use of trauma scorecard methodology as provided in Section 64J-1, F.A.C.
- q. Participate in direct contact time with City paramedics and emergency medical technicians through direct field observation ride time and/or delivery of with continuing medical education related to pre-hospital care or teaching or a combination of both for a minimum of 12 hours per year. This participation shall occur at a minimum of at least three (3) hours every calendar quarter.

**10. Authority:**

- a. The operation and administrative control of the City's emergency medical services will be vested in the City Manager or their designee and the Medical Director shall be responsible to the City Manager or his designee.
- b. The Medical Director shall retain the supervisory authority necessary to require that the medical performance of the paramedic or emergency medical technicians of the City is of quality and type for which the individual Medical Director is willing to take direct responsibility. Consistent with that supervisory authority, the Medical Director may advise, consult, and train, counsel and oversee services. The oversight of services includes, but is not limited to, appropriate quality assurance programs.
- c. The Medical Director shall retain the ultimate authority to condition, limit, modify, suspend, and/or prohibit any paramedic or emergency medical technician's medical performance while operating for the City consistent with the Medical Director direct responsibility for the medical performance of all paramedic and emergency medical technicians operating for the City. Such conditioning, limitation, modification, or suspension of a paramedic or emergency medical technician's medical performance while operating for the city can include requirement of completion of Medical Director identified training as a precondition for some or all parts of the paramedic or emergency medical technician's medical performance while operating for the city. The Medical Director shall immediately notify the City Manager or their designee of the change of eligibility of any paramedics or emergency medical technician to perform emergency

medical care.

- d. All persons employed by the City who are subject to the medical supervision of the Medical Director, to include without limitation emergency medical technicians and paramedics, shall not be considered or construed to be the employees of the Medical Director, but rather are and shall be considered and construed to be solely the employees of the City. The City shall pay all wages, workers compensation, unemployment, and social security taxes applicable thereto.
- e. The Medical Director is not authorized to obligate the expenditure of City funds.

**11. Confidentiality:**

The Medical Director shall carry out the obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261 et seq., as amended (“HIPPA”) to protect the privacy of any personally identifiable protected health information that is collected, processed, or learned as a result of the services provided to Cocoa Fire Department.

**12. Interpretation and Binding Effect:**

Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representative, successors, heirs, and assigns.

**13. Invalidity or Unenforceability:**

Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

**14. Governing Law/Venue/Jury Trial Waiver/Attorney’s Fees:**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida and heard in the appropriate courts of Brevard County, Florida, for State court actions or Orlando, Florida, for Federal court actions. In the event of litigation, the parties agree to waive any right to trial by jury. Further, the parties will bear all their own fees, including attorney’s fees.

**15. Entire Agreement:**

This Agreement contains the entire understanding between the parties and may not be changed or modified except by an Agreement in writing signed by all parties.

**16. HIPAA Compliance:**

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F

Administrative Simplification, Sections 261, et seq., as amended the Medical Director agrees to:

- Not sue or further disclose protected health information (“PHI”) except as permitted under this Agreement or required by law.
- Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- To mitigate, to the extent practicable, any harmful effect that is known to the Medical Director or a use or an impermissible disclosure of PHI by the Medical Director in violation of this Agreement.
- Report to the Cocoa Fire Rescue any use or disclosure of PHI not provided for by this Agreement of which the Medical Director becomes aware.
- Ensure that any agents or subcontractors to whom the Medical Director provides PHI or who have access to PHI, agree to the same restrictions and conditions that apply to the Medical Director with respect to such PHI.
- Make PHI available to the Cocoa Fire Rescue and to the individual who has a right to access as required under HIPAA.
- Incorporate any amendments to PHI when notified to do so by the Cocoa Fire Rescue.
- Provide an accounting of all uses or disclosures of PHI made by the Medical Director as required under the HIPAA privacy rule.
- Make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Medical Director’s and the Cocoa Fire Rescue’s compliance with HIPAA.
- At the termination of this Agreement, return or destroy all PHI received from, or created, or received by the Medical Director on behalf of the Cocoa Fire Rescue.
- Comply with all other requirements contained therein, not otherwise specified in this appendix.

**17. Other Reimbursements:**

Professional liability insurance costs: The City will reimburse the Provider for the actual cost to the Provider for purchases of professional liability insurance for Medical Director services under this Agreement, provided the amount of the reimbursement shall not exceed (\$6000) per year. The actual amount will be cost shared amongst the Provider’s EMS contracts based on call volume.

DEA License Cost: The City will reimburse the Provider for costs incurred in order to obtain a DEA license (from the US Department of Justice) as the Medical Director of the City of Cocoa Fire Department, provided the amount of reimbursement shall not exceed one thousand dollars (\$1000) over a three (3) year period shall the need arise to do so and confirmation of charge be provided by the Medical Director to the City of Cocoa.

Online Protocol Application Cost: The City will purchase the online protocol application under this Agreement. The actual amount will be cost shared amongst the Provider’s EMS contracts, not to exceed one thousand five hundred dollars (\$1500) per year.

**18. Indemnification.**



a. MEDICAL DIRECTOR shall defend, indemnify and save harmless CITY, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of MEDICAL DIRECTOR or its agents, subcontractors, or employees or any like person or entity in the performance of services under this Agreement. For purposes of this indemnification only, MEDICAL DIRECTOR shall indemnify the City for claims made by the employees of MEDICAL DIRECTOR, and MEDICAL DIRECTOR hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

b. MEDICAL DIRECTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors fully indemnify CITY in accordance with this Agreement.

**19. Assignment.**

No party shall assign this Agreement without prior written approval of City, subject to such conditions and provisions as City may deem necessary.

**20. Notice.**

Whenever any party desires to give notice to the other, notice may be sent to:

**For CITY:**

**For MEDICAL DIRECTOR:**

**EMS Medical Direction, LLC**

**Dr. Larissa S. Dudley, MD**

**2727 N. Highway A1A, Unit 205**

**Indialantic, FL 32903**

**(321) 759-2868**

**LarissaSDudley@gmail.com**

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given three business days following deposit in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

**21. Public Records.**

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, MEDICAL DIRECTOR agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of MEDICAL DIRECTOR related, directly or indirectly, to the services provided to the CITY under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CITY, may be deemed to be a public record, whether in the possession or control of the CITY or the MEDICAL DIRECTOR. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of MEDICAL DIRECTOR are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CITY's designated custodian of public records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8488, [cityclerk@cocoaf1.org](mailto:cityclerk@cocoaf1.org), 65 STONE STREET, COCOA, FLORIDA 32922.**

MEDICAL DIRECTOR is required to and agrees to comply with public records laws. MEDICAL DIRECTOR shall keep and maintain all public records required by the CITY to perform the services as agreed to herein. MEDICAL DIRECTOR shall provide the CITY, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. MEDICAL DIRECTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, MEDICAL DIRECTOR shall transfer to the CITY, at no cost, all public records in possession of the MEDICAL DIRECTOR, provided the transfer is requested in writing by the City Clerk. Upon such transfer, MEDICAL DIRECTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the MEDICAL DIRECTOR shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY. Should the CITY not possess public records relating to this Agreement which are requested to be inspected or copied by the CITY or any other person, the CITY shall immediately notify MEDICAL DIRECTOR of the request and the MEDICAL DIRECTOR shall then provide such records to the CITY or allow the records to be inspected or copied within a reasonable time. If the MEDICAL DIRECTOR does not comply with a public records request, the CITY may enforce this Section to the extent permitted by law. MEDICAL DIRECTOR acknowledges that if the MEDICAL DIRECTOR does not provide the public records to the CITY within a reasonable time, the MEDICAL DIRECTOR may be subject to penalties under Section 119.10, Florida Statutes. The MEDICAL DIRECTOR acknowledges that if a civil action is filed against the MEDICAL DIRECTOR to compel production of public records relating to this Agreement, the court may assess and award against MEDICAL DIRECTOR the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during

the normal business hours of the MEDICAL DIRECTOR, be open and freely exhibited to the CITY for the purpose of examination, audit, or otherwise. Failure by MEDICAL DIRECTOR to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY upon delivery of a written notice of cancellation. If the MEDICAL DIRECTOR fails to comply with this Section, and the CITY must enforce this Section, or the CITY suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to MEDICAL DIRECTOR's failure to comply with this Section, the CITY shall collect from MEDICAL DIRECTOR prevailing party attorney's fees and costs, and any damages incurred by the CITY, for enforcing this Section against MEDICAL DIRECTOR. And, if applicable, the CITY shall also be entitled to reimbursement of all attorneys' fees and damages which the CITY had to pay a third party because of the MEDICAL DIRECTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

**22. Sovereign Immunity:**

The City intends to avail itself of the benefits of Section 769.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars (\$200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

**23. E-Verify:**

a. In accordance with Chapter 448.095, Florida Statutes, the MEDICAL DIRECTOR shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the MEDICAL DIRECTOR during the term of this Contract.

b. The MEDICAL DIRECTOR shall expressly require any subcontractors performing work providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. The MEDICAL DIRECTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the

terms of the MEDICAL DIRECTOR's enrollment in the program. This includes maintaining a copy of proof of the MEDICAL DIRECTOR's and subcontractors' enrollment in the E-Verify program.

d. The MEDICAL DIRECTOR must meet this requirement unless:

(i) This Agreement is solely for goods-based procurement where no services are provided; or

(ii) Where the requirement is waived by the City Commission; or

(iii) The Agreement is being executed with a Sole Proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 (which is the document used for E-Verify); or

(iv) The Agreement is being executed with a company based outside of the United States of America and does not employ any citizens of the United States of America.

e. A MEDICAL DIRECTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the MEDICAL DIRECTOR hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

**24. Entities of Foreign Concern.** MEDICAL DIRECTOR certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the MEDICAL DIRECTOR is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the MEDICAL DIRECTOR's business; and (c) the MEDICAL DIRECTOR is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

EMS MEDICAL DIRECTION, LLC



Printed Name: Larissa Dudley, MD

Title: President, Medical Director

Date: 7/8/24

CITY OF COCOA

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Stockton Whitten, City Manager

Date: \_\_\_\_\_

ATTEST:

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Monica Arsenault, City Clerk