

CONTRACT

MEDICAL DIRECTOR

This contract is for the SERVICES of MEDICAL DIRECTOR dated this 1st day of January, 2025 by and between **Doctor John Halpern, D.O. FACEP** (hereinafter referred to as "DR. HALPERN") and **Universal Protection Service, LLC** hereinafter referred to as "Universal").

WITNESSED:

WHEREAS, **Universal** is located in Palm Beach County, Florida; and desires to hire **DR. HALPERN** to provide services as a "MEDICAL DIRECTOR", and

WHEREAS, **Universal** is engaged in the business of providing emergency medical services upon a contract basis, and desire to contract **DR. HALPERN** to oversee and manage the Emergency Medical Program.

NOW, THEREFORE, in consideration of **DR. HALPERN** fulfilling the contractual obligations attached hereto as Exhibit "A", and for other good and valuable consideration, the sufficiency and receipt whereof hereby acknowledged, **Universal** agrees to engage the professional services of **DR. HALPERN** for the purpose of providing MEDICAL DIRECTOR SERVICES upon the terms and conditions hereinafter set forth.

1. For the term commencing January 1, 2025, through December 31, 2025, **DR. HALPERN** shall provide MEDICAL DIRECTOR SERVICES to **Universal**, for all areas **Universal** provides Emergency Medical Services on a twenty-four (24) hour basis. Such services shall include without limitation the duties outlined in exhibit "A" and such other activities as are generally provided by other MEDICAL DIRECTORS under the provision of Florida State Statute.
2. In monetary consideration for the term of the contract, **DR. HALPERN** will be paid for his services, the sum of Thirty-eight Thousand Dollars (\$ 38,500.00) per year. As an employee of **Universal**, he will be covered under our General Liability and Medical Professional Liability Insurance policies. The insurer information may change depending on our ability to negotiate more favorable coverage or rates with other insurers. He will be notified of any change in insurance carrier or change in insurance coverage which directly affects him.
3. This contract may be terminated in the event either party shall fail to carry out their obligation in a professional and responsible manner. In the above situation, a 60-day written notice shall be required.

In the event the contracted client cancels **Universal's** services or should the services become canceled due to Government intervention, all terms and conditions of this contract are herein suspended.

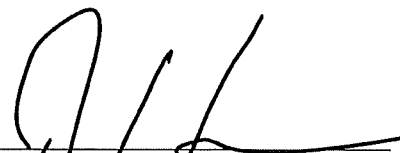
Any notice shall be in writing and shall be sent by United States Postage, prepaid return receipt requested; by courier or a hand delivered to the following address:

UNIVERSAL PROTECTION SERVICE
1645 PALM Beach Lakes Blvd., Suite 600
West Palm Beach, Florida 33401

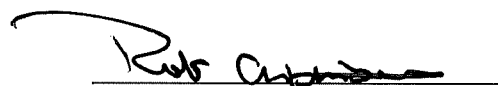
DR. JOHN HALPERN, D.O.
7515 Banyan Way
Tamarac, Florida 33321

The effective date of any notice shall be the date of its delivery or upon the date that delivery is unable to be made or acceptance of delivery is refused.

4. This contract shall be governed by and interpreted under the laws of the State of Florida. This contract for medical direction and the exhibit(s) attached hereto constitute all agreements, conditions and understandings between **Universal** and **DR. HALPERN** with regard to the subject matter hereof, and there are no covenants, promises, conditions or understandings, either oral or written between them other than as set forth herein. This contract shall not be changed, modified or amended except in writing signed by both parties hereto.



Dr, John Halpern, D.O.
Medical Director
Date 11/18/24



Rob Chambers
Regional Vice President
Date 11/21/24

MEDICAL DIRECTOR

Requirements

Medical Director must maintain the following requirements:

CONTRACT TO INCLUDE:

- 1) Name and relationship of contracting parties
- 2) List of contracted services
 - a) Medical direction
 - b) Administrative functions
 - c) Professional memberships
 - d) Reporting requirements
- 3) Monetary consideration
 - a) Fees
 - b) Expenses
 - c) Reimbursements
 - d) Fringe benefits
 - e) Clerical assistance
 - f) Office space
- 4) Termination of Clause
- 5) Renewal Clause
- 6) Provisions for liability coverage
- 7) Effective dates of contract
- 8) Qualifications

EXHIBIT "A"

MEDICAL DIRECTOR MUST PRESENTLY HAVE AND MAINTAIN THE FOLLOWING QUALIFICATIONS

- 1) Florida Licensed M.D. or D.O.
- 2) Shall be from a broad-based specialty:
 - a) Emergency Medicine
 - b) Internal Medicine
 - c) Anesthesiology
 - d) Other surgical specialties
- 3) Demonstrate experience in (documented) pre-hospital care to include:
 - a) Advanced Cardiac Life Support
 - b) Board certification in Emergency Medicine.
- 4) Documentation of participation in regional or statewide active physician group involved in pre-hospital care.

THE MEDICAL DIRECTORS DUTIES AND RESPONSIBILITIES WILL BE AS FOLLOWS:

- 1) Supervise and accept direct responsibility for performance of First Responder Paramedics.
- 2) Develop medically correct standing order of protocols that permit specified ALS procedures when communications are delayed or cannot be established with supervising physician. (Will use protocols as provided by Palm Beach County Fire-Rescue or Palm Beach Gardens Fire-Rescue.)
- 3) Provide 24 hours continuous availability of Medical Direction services for potential problems, systems conflicts and disasters by self or qualified appointee.
- 4) Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics.
- 5) Audit the performance of systems personnel by use of quality assurance program to include:
 - a) Run reports
 - b) Direct observation
 - c) Comparison of performance standards for drugs, equipment, system protocols and procedures.

- d) Ensure and certify security procedures for medications, fluids and controlled substances are in compliance with Chapter 499, F.S. and Chapter 893.
- e) Specify medication substitutes in writing.
- f) Provide notification in writing when telemetry is not necessary.
- g) Provide notification in writing of equipment and medication substitutions.
- h) Assume responsibility of First Responders utilizing:
 - i) Automatic or Semi-Automatic Defibrillators
 - ii) Esophageal intubations.
 - iii) Monitoring and maintenance of non-medicated I.V.
- i) Develop a 30 hour refresher course if required
- j) Ensure all medical providers are trained in the used of trauma scorecard methodology as provided in rule 10D-66.102
- k) Submit in writing any deviation from the approved trauma protocols.
- l) Participate as a crewmember for a minimum of 12 hours per year
- m) Provide training of emergency pre-hospital care when called for.
- n) Attend necessary P.O.A. or Security Board meetings as required.
- o) Assist in the locating, interviewing and hiring of emergency medical personnel upon request.
- p) Assist **Universal** in its renewal of their A.L.S. license.