

SECOND AMENDMENT TO
AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND
THE UNIVERSITY OF FLORIDA
FOR
DEPARTMENTAL MEDICAL DIRECTOR

THIS SECOND AMENDMENT, entered into as of the first day of September, 2007, by and between the CITY OF GAINESVILLE ("CITY"), and the UNIVERSITY OF FLORIDA ("UNIVERSITY"), FOR AND ON BEHALF OF THE FLORIDA BOARD OF EDUCATION, FOR THE BENEFIT OF THE DEPARTMENT OF ANESTHESIOLOGY, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA.

WHEREAS, CITY and UNIVERSITY have previously entered into an Agreement dated September 1, 2001; and

WHEREAS, CITY and UNIVERSITY desire to continue the Agreement, except as noted below, in accordance with the same terms and conditions;

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 1 of the Agreement is amended as follows:

UNIVERSITY shall make available to the CITY the services of faculty physicians licensed and experienced in emergency medicine to act as Departmental Medical Director and Associate Departmental Medical Directors for CITY and Assistant Medical Director for the Alachua County as required by Chapter 401, Florida Statutes (2000), and Chapter 10D-66, Florida Administrative Code. Subject to approval by CITY UNIVERSITY shall nominate qualified faculty physicians to serve in the positions describes herein. ***CITY and UNIVERSITY agree that for the period September 1, 2007 through August 31, 2010, A. Joseph Layon, M.D., shall be assigned by UNIVERSITY to render services as Departmental Medical Director pursuant to this Agreement. The selected faculty physician shall indicate his acknowledgement of the terms and conditions of this Agreement by executing the attached written acknowledgment, which is incorporated herein as Exhibit A. CITY and UNIVERSITY also agree that for the period September 1, 2007 through August 31, 2010, Arno Zaritsky, M.D. (Pediatric Care), Liam Holtzman, M.D. (Tactical Medical Support), and David Meurer, M.D. (Hazardous Materials/Weapons of Mass Destruction Response Teams), shall be assigned by UNIVERSITY to render services as Associate Departmental Medical Directors pursuant to this Agreement.***

2. Section 4, paragraph 2, of the Agreement is amended as follows:

Commencing September 1, 2007, CITY shall pay to UNIVERSITY an annual amount of *Nineteen Thousand and Five Hundred Dollars (\$19,500.00)* for Assistant Medical Director services rendered pursuant to this Agreement. UNIVERSITY shall invoice CITY in the amount of *Four Thousand Eight Hundred Seventy-Five Dollars (\$4,875.00)* per Agreement quarter, thirty (30) days prior to each payment date with the first payment due December 1, 2007. Payment dates for the successive Agreement quarters of each Agreement year are March 1, June 1, September 1, respectively. UNIVERSITY shall forward invoices to City of Gainesville, Gainesville Fire Rescue, Mail Station #34, P.O. Box 490, Gainesville, Florida 32602. Remittance by CITY to UNIVERSITY shall be made payable to "University of Florida, Contracts and Grants", and forwarded to P.O. Box 113001, Gainesville, Florida 32611.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment for Assistant Medical Director services to be executed for the uses and purposes herein expressed.

CITY OF GAINESVILLE, FLORIDA

By: _____
Russ Blackburn
City Manager
City of Gainesville, Florida

Witness

APPROVED AS TO FORM AND LEGALITY

City Attorney

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES, FOR
THE BENEFIT OF THE DEPART-
MENTS OF ANESTHESIOLOGY,
EMERGENCY MEDICINE,
PEDIATRICS, AND SURGERY,
COLLEGE OF MEDICINE,
UNIVERSITY OF FLORIDA

By: _____
Brandi K. Boniface
Assistant Director of Research
Office of Research and Graduate
Programs, University of Florida

Witness

UNIVERSITY OF FLORIDA
ACKNOWLEDGED

By: _____

Nikolaus Gravenstein, M.D. Date
Chairman, Department of Anesthesiology
College of Medicine
University of Florida

By: _____

David Seaberg, M.D. Date
Associate Chairman
Department of Emergency Medicine
College of Medicine
University of Florida

ACKNOWLEDGMENT

I, A. Joseph Layon, MD, FACP, Professor of Anesthesiology, Surgery, and Medicine, University of Florida College of Medicine, a physician duly licensed in the State of Florida and extensively trained in the area of emergency medical services, hereby acknowledge all the terms and conditions required to serve as Departmental Medical Director for the period September 1, 2007, through August 31, 2010, as set forth in the Agreement entered into on the first day of September, 2001, and amended on the first day of September, 2005 by and between the University of Florida, for and on behalf of the Florida Board of Education, for the benefit of the Department of Anesthesiology, College of Medicine, University of Florida, and the City of Gainesville.

I, A. Joseph Layon, MD, further express my intent, associated with the execution of these responsibilities, to enlist the services of Arno Zaritsky, MD (Pediatric Care), Liam Holtzman, M.D. (Tactical Medical Support), and David Meurer, M.D. (Hazardous Materials/Weapons of Mass Destruction Response Teams) to aid in medical supervision and program development of, respectively, the Gainesville Fire Rescue Pediatric Care, Tactical Medical Support, and Hazardous Materials/Weapons of Mass Destruction Response Teams as Associate Departmental Medical Directors.

Dated at Gainesville, Alachua County, Florida, this ____ day of _____, A. D. 2007.

A. Joseph Layon, MD, FACP
Professor of Anesthesiology, Surgery, and Medicine
University of Florida College of Medicine

Witness

AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND
THE UNIVERSITY OF FLORIDA
FOR
ASSISTANT MEDICAL DIRECTOR

THIS AGREEMENT, entered into as of the first day of September, 2001, by and between the CITY OF GAINESVILLE ("CITY"), and the UNIVERSITY OF FLORIDA ("UNIVERSITY"), FOR AND ON BEHALF OF THE FLORIDA BOARD OF EDUCATION, FOR THE BENEFIT OF THE DEPARTMENT OF ANESTHESIOLOGY, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA,

WITNESSETH:

WHEREAS, CITY has been granted a Certificate of Public Convenience and Necessity by Alachua County ("County"), to provide advanced life support services within the corporate limits of the City of Gainesville; and

WHEREAS, CITY, in order to coordinate the advanced life support services CITY provides with County's ongoing provision of emergency medical services ("EMS"), has contracted for medical direction with the same System Medical Director and Alternate System Medical Director as County; and

WHEREAS, CITY is in need of physician(s) with substantial expertise and experience in the field of emergency medicine to act as an assistant medical director ("Assistant Medical Director") for CITY; and

WHEREAS, UNIVERSITY has among its faculty qualified licensed physicians who have substantial expertise and experience in the field of emergency medicine, and UNIVERSITY desires to provide Assistant Medical Director services to CITY; and

WHEREAS, CITY desires to utilize the talents and background of UNIVERSITY and its faculty physicians employed thereby in supervising the provision of emergency medicine services to the citizens of CITY; and

WHEREAS, the educational programs of UNIVERSITY will be enhanced because of opportunities for students, resident physicians and faculty to participate in health care responsibilities through the cooperative efforts of CITY and UNIVERSITY;

NOW, THEREFORE, in consideration of the terms and covenants hereinafter set forth, and the mutual benefits each unto the other flowing, the parties heretofore named hereby agree as follows:

Section 1. UNIVERSITY shall make available to CITY the services of a faculty physician licensed and experienced in emergency medicine to act as Assistant Medical Director for CITY as required by Chapter 401, Florida Statutes (2000), and Chapter 10D-66, Florida Administrative Code. Subject to approval by CITY, UNIVERSITY shall nominate a qualified faculty physician to serve as Assistant Medical Director. CITY and UNIVERSITY agree that for the period September 1, 2001, through August 31, 2004, A. Joseph Layon, MD, shall be assigned by UNIVERSITY to render services as Assistant Medical Director pursuant to this Agreement. The selected faculty physician shall indicate his acknowledgment of the terms and conditions of this Agreement by executing the attached written acknowledgment, which is incorporated herein as Exhibit A.

Section 2. The parties agree that the faculty physician assigned by UNIVERSITY pursuant to this Agreement shall devote a minimum of twelve (12) hours per month to provide the Assistant Medical Director services as set forth below:

- a. Serve as CITY's liaison to the Alachua County Medical Society ("Society") for the purpose of advising and keeping the Society informed as to current standing medical orders and patient transport protocols of CITY.

- b. Medical supervision of CITY's paramedics and emergency medicine technicians to ensure paramedics and emergency medicine technicians become familiar with and maintain compliance with applicable statutes, rules, standing operating procedures, standing medical orders, and the application of emergency medical procedures.
- c. Provide direct medical orders via telephone or radio communications to paramedics and emergency medicine technicians involved with pre-hospital patient care.
- d. Permit or prohibit paramedics and emergency medicine technicians from performing basic and/or advanced life support techniques and make recommendations regarding the competency of all paramedics and emergency medicine technicians that perform under the System Medical Director's license.
- e. Respond to medically related injuries arising from on-the-job activities of paramedics and emergency medicine technicians.
- f. Assist with development and ongoing review of a patient quality assurance program. CITY shall be responsible for providing Assistant Medical Director with a monthly quality assurance report.
- g. Supervise or assist paramedics and emergency medicine technicians by responding to emergency medical calls, subject to the availability of the Assistant Medical Director's time.
- h. Attend the State of Florida EMS Medical Directors annual meeting. CITY shall provide to UNIVERSITY, at no cost to UNIVERSITY, membership fees and travel expenses to be reimbursed in accordance with the CITY's travel policy, which is attached as Exhibit B.
- i. Assist with and/or provide monthly training sessions with qualified instructors of paramedics and emergency medicine technicians.
- j. Meet regularly with the Fire Chief, District Chief of EMS and EMS Training Lieutenant.
- k. Identify specific medical skills and knowledge, which paramedics must possess to achieve the desired level and standard of care and identify the training and experience necessary for paramedics to acquire such skills and knowledge.
- l. Make provisions for paramedics and emergency medicine technicians to receive appropriate training and experience via approved educational program.
- m. Participate in the supervision of the medical education and training of paramedics involved in special programs such as: Special Response Team and the Hazardous Materials Team.

Section 3. This Agreement shall commence on September 1, 2001, and remain in effect through August 31, 2004. This Agreement shall automatically renew for one (1) additional three (3) year period unless either party notifies the other party at least thirty (30) days prior to the expiration of the initial three (3) year period of its desire that the renewal option not take effect. Further, CITY and UNIVERSITY agree that the terms of this Agreement may be revised at any time only by formal written amendment to this Agreement executed by both parties hereto.

Section 4. The annual period from September 1 of any calendar year through August 31 of the next consecutive calendar year shall be referred to hereinafter as an "Agreement year". Each of the quarterly periods from September through November, December through February, March through May, and June through August of each Agreement year shall be referred to hereinafter as an "Agreement quarter".

Commencing September 1, 2001, CITY shall pay to UNIVERSITY an annual amount of Seventeen Thousand Dollars (\$17,000.00) for Assistant Medical Director services rendered pursuant to this Agreement. UNIVERSITY shall invoice CITY in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) per Agreement quarter, thirty (30) days prior to each payment date with the first payment due December 1, 2001. Payment dates for the successive Agreement quarters of each Agreement year are March 1, June 1 and September 1, respectively. UNIVERSITY shall forward invoices to City of

Gainesville, Gainesville Fire Rescue, Mail Station #15, P.O. Box 490, Gainesville, Florida 32602. Remittances by CITY to UNIVERSITY shall be made payable to "University of Florida, Contracts and Grants, and forwarded to P. O. Box 113001, Gainesville, Florida 32611.

Section 5. All parties expressly intend that with regard to the provisions of this Agreement said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee of one party be deemed an agent, servant, contractor, or employee of the other party. All personnel of UNIVERSITY rendering services pursuant to this Agreement shall be employees/agents of the University of Florida. Regardless of anything else contained in or implied from this Agreement any employee of UNIVERSITY who may be performing the services herein described shall remain an employee of UNIVERSITY subject at all times to UNIVERSITY's policies and procedures, and in no way shall such employee be deemed an employee of CITY. The students, faculty, or other employees of UNIVERSITY shall wear pictured nametags identifying their status with the University of Florida while performing services pursuant to this Agreement.

Section 6. UNIVERSITY and its faculty physicians are employees or agents of the Florida Board of Education, a state agency. To the extent that the State of Florida, on behalf of the Florida Board of Education, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UNIVERSITY and its faculty physicians are protected for a claim or judgment by any one person in a sum not exceeding One Hundred Thousand Dollars (\$100,000), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Two Hundred Thousand Dollars (\$200,000), such protection being provided by the University of Florida JHMHC Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 240.213, Florida Statutes. The Florida Board of Education has not purchased liability insurance coverage beyond those limits outlined in Section 768.28, Florida Statutes. Employees and agents of UNIVERSITY are not individually subject to actions arising from their state functions. Damages allocated against the Florida Board of Education as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Florida Board of Education in professional liability actions (see Section 766-112(2), Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Florida Board of Education is as described in Section 768.28, Florida Statutes. All liability protection described in this Paragraph is on an "occurrence" basis. The University of Florida Self-Insurance Program provides ongoing protection with no expiration.

Section 7. CITY and UNIVERSITY agree that this Agreement may be terminated at any time by either party hereto, without cause, upon sixty (60) days written notice to the representative of the other party hereto, as identified in Section eight (8) herein.

In the event CITY is no longer licensed by the State of Florida as a provider of advanced life support services, this Agreement shall terminate immediately.

The failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating the Agreement for default, the non-defaulting party shall notify the other party in writing. The notification shall make specific reference to the provision, which gave, rise to the default and shall provide the defaulting party with a reasonable period of time in which to cure the default. In the event said default is not cured within the reasonable time period provided, this Agreement may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance.

In the event this Agreement is terminated, CITY will compensate UNIVERSITY for all services rendered prior to the date of termination.

Section 8. The name and address of the representative of UNIVERSITY for this Agreement is Thomas E. Walsh, 219 Grinter Hall, Gainesville, Florida, 32611. Copies of correspondence relating to this Agreement shall also be provided to Nikolaus Gravenstein, M.D., Chairman, Department of Anesthesiology, College of Medicine, University of Florida, P.O. Box 100254, JHMHC, Gainesville, Florida, 32610-0254. The name and address of the representative of CITY for this Agreement is Wayne Bowers, City Manager, Mail Station 15, P.O. Box 490, Gainesville, Florida 32602. In the event that representatives change due to a change in personnel after execution of this Agreement, notice of the name and address of the new representative shall be furnished in writing to the other party and a copy of said notification attached to the originals of this Agreement.

Section 9. This Agreement may not be assigned without the prior written approval of the non-assigning party.

Section 10. This Agreement upon execution of all the parties, shall supersede all prior agreements between the parties as related to the provision of Assistant Medical Director services.

Section 11. Either party shall have the right to immediately terminate this Agreement for failure of the other party to comply with the public records law of the State of Florida as set forth in Chapter 119, Florida Statutes.

Section 12. This Agreement is not binding until it has been executed by the duly authorized representatives of UNIVERSITY and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assistant Medical Director services to be executed for the uses and purposes herein expressed, the day and year first written above.

CITY OF GAINESVILLE, FLORIDA

By: Wayne Bowers 8-29-01
Wayne Bowers Date
City Manager
City of Gainesville, Florida

Jenny Higginbotham
Witness

APPROVED AS TO FORM AND LEGALITY

Ronald H. Smith 8.29.01
City Attorney

UNIVERSITY OF FLORIDA, FOR AND ON BEHALF OF THE FLORIDA BOARD OF EDUCATION, FOR THE BENEFIT OF THE DEPARTMENT OF ANESTHESIOLOGY, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

By: [Signature] AUG 23 2001
Date
Brian Prindle
Office of Research, Technology and Graduate Education
University of Florida

Vicki Crofton
Witness

UNIVERSITY OF FLORIDA
ACKNOWLEDGED:

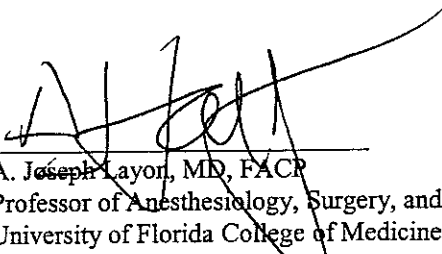
By: [Signature] 08/11/01
Date
Nikolaus Gravenstein, M.D.
Chairman, Department of Anesthesiology
College of Medicine
University of Florida

By: [Signature] 8/17/01
Date
Kenneth I. Berns, M.D., Ph.D.
Dean, College of Medicine
Vice President for Health Affairs
University of Florida

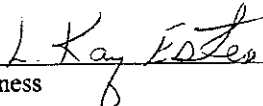
ACKNOWLEDGMENT

I, A. Joseph Layon, MD, FACP, Professor of Anesthesiology, Surgery, and Medicine, University of Florida College of Medicine, a physician duly licensed in the State of Florida and extensively trained in the area of emergency medical services, hereby acknowledge all the terms and conditions required to serve as Assistant Medical Director for the period September 1, 2001, through August 31, 2004, as set forth in this Agreement entered into on the first day of September, 2001, by and between the University of Florida, for and on behalf of the Board of Regents of the State of Florida, for the benefit of the College of Medicine, University of Florida, and the City of Gainesville.

Dated at Gainesville, Alachua County, Florida, this first day of September, A.D., 2001.



A. Joseph Layon, MD, FACP
Professor of Anesthesiology, Surgery, and Medicine
University of Florida College of Medicine



Witness



Witness

FIRST AMENDMENT TO
AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND
THE UNIVERSITY OF FLORIDA
FOR
DEPARTMENTAL MEDICAL DIRECTOR

THIS FIRST AMENDMENT, entered into as of the first day of September, 2005, by and between the CITY OF GAINESVILLE ("CITY"), and the UNIVERSITY OF FLORIDA ("UNIVERSITY"), FOR AND ON BEHALF OF THE FLORIDA BOARD OF EDUCATION, FOR THE BENEFIT OF THE DEPARTMENT OF ANESTHESIOLOGY, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA,

WHEREAS, CITY and the UNIVERSITY have previously entered into an Agreement dated September 1, 2001; and

WHEREAS, CITY and UNIVERSITY desire to continue the Agreement, except as noted below, in accordance with the same terms and conditions;

NOW, THEREFORE, the parties hereto agree as follows:

1. The title of the Agreement is amended to read as follows:

"AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND THE UNIVERSITY OF FLORIDA FOR DEPARTMENTAL MEDICAL DIRECTOR"

2. The prefatory paragraph of the Agreement is amended to read as follows:

THIS AGREEMENT, entered into as of the first day of September, 2001, by and between the CITY OF GAINESVILLE ("CITY"), and the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("UNIVERSITY"), FOR THE BENEFIT OF THE DEPARTMENTS OF ANESTHESIOLOGY, EMERGENCY MEDICINE, PEDIATRICS, AND SURGERY, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA,

3. Wheresoever in the Agreement the term "Assistant Medical Director" is referenced, each reference is hereby changed to read "Departmental Medical Director".

4. Section 1 of the Agreement is amended to read as follows:

UNIVERSITY shall make available to CITY the services of faculty physicians licensed and experienced in emergency medicine to act as Departmental Medical Director and Associate Departmental Medical Directors for CITY and Assistant Medical Director for the Alachua County as required by Chapter 401, Florida Statutes (2000), and Chapter 10D-66, Florida Administrative Code. Subject to approval by CITY, UNIVERSITY shall nominate qualified faculty physicians to serve in the positions described herein. CITY and UNIVERSITY agree that for the period September 1, 2001, through August 31, 2007, A. Joseph Layon, M.D., shall be assigned by UNIVERSITY to render services as Departmental Medical Director pursuant to this Agreement. The selected faculty physician shall indicate his acknowledgment of the terms and conditions of this Agreement by executing the attached written acknowledgment, which is incorporated herein as Exhibit A. CITY and UNIVERSITY also agree that for the period September 1, 2005, through August 31, 2007, Arno Zaritsky, M.D. (Pediatric Care), Charles T. Klodell, M.D. (Tactical Medical Support), and David Meurer, M.D. (Hazardous Materials/Weapons of Mass Destruction Response Teams), shall be assigned by UNIVERSITY to render services as Associate Departmental Medical Directors pursuant to this Agreement.

5. The Agreement is amended to include the following paragraph as Section 2.n. of the Agreement:

The parties agree that the faculty physicians assigned by UNIVERSITY to provide Associate Departmental Medical Director services pursuant to this Agreement shall, on an as needed basis assist the Departmental Medical Director in the provision of medical supervision and program development of the Gainesville Fire Rescue Pediatric Care, Tactical Medical Support and Hazardous Materials/Weapons of Mass Destruction Response Teams.

6. The second sentence of Section 8 is amended to read as follows

Copies of correspondence relating to this Agreement shall also be provided to Nikolaus Gravenstein, M.D., Chairman, Department of Anesthesiology, David C. Seaberg, M.D., Associate Chairman, Department of Emergency Medicine, Terence R. Flotte, M.D., Chairman, Department of Pediatrics, and William G. Cance, M.D, Chairman, Department of Surgery, College of Medicine, University of Florida.

7. This First Amendment, when executed, together with the original Agreement, as amended, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Departmental Medical Director services to be executed for the uses and purposes herein expressed, the day and year first written above.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENTS OF ANESTHESIOLOGY, EMERGENCY MEDICINE, PEDIATRICS, AND SURGERY, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

CITY OF GAINESVILLE, FLORIDA

By: Barbara Lipscomb 12/20/05
Barbara Lipscomb Date
Interim City Manager
City of Gainesville, Florida

Rosemary Sheel
Witness

By: Brandi K Boniface 12/08/05
Brandi K Boniface Date
Assistant Director of Research
Office of Research and Graduate Programs
University of Florida

Elaine Parker
Witness

APPROVED AS TO FORM AND LEGALITY

Ronald J. Cante
City Attorney

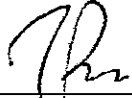
UNIVERSITY OF FLORIDA
ACKNOWLEDGED:

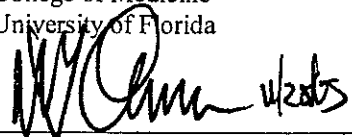
By: Nikolaus Gravenstein 8/29/05
Nikolaus Gravenstein, M.D. Date
Chairman, Department of Anesthesiology
College of Medicine
University of Florida

By: David C. Seaberg
David C. Seaberg, M.D. Date
Associate Chairman
Department of Emergency Medicine
College of Medicine
University of Florida

ACKNOWLEDGING SIGNATURES TO FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF GAINESVILLE, AND THE UNIVERSITY OF FLORIDA, FOR DEPARTMENTAL MEDICAL DIRECTOR

ACKNOWLEDGED:

By:  9/22/05
Terence R. Flotte, M.D. Date
Chairman, Department of Pediatrics
College of Medicine
University of Florida

By:  11/20/05
William G. Cance, M.D. Date
Chairman, Department of Surgery
College of Medicine
University of Florida

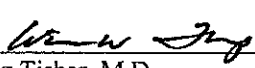
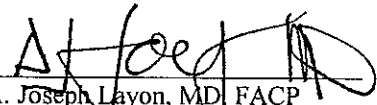
By:  12/5/05
Craig Tisher, M.D. Date
Dean, College of Medicine
University of Florida

Exhibit A

ACKNOWLEDGMENT


As an employee and agent of UNIVERSITY, I, A. Joseph Layon, MD, FACP, Professor of Anesthesiology, Surgery, and Medicine, University of Florida College of Medicine, a physician duly licensed in the State of Florida and extensively trained in the area of emergency medical services, hereby acknowledge all the terms and conditions required to serve as Departmental Medical Director for the period September 1, 2001, through August 31, 2007, as set forth in this Agreement entered into on the first day of September, 2001, and amended on the first day of September, 2005, by and between the University of Florida Board of Trustees, for the benefit of the Departments of Anesthesiology, Emergency Medicine, Pediatrics, and Surgery, College of Medicine, University of Florida, and the City of Gainesville.

Dated at Gainesville, Alachua County, Florida, this first day of September, A.D., 2005.



A. Joseph Layon, MD, FACP
Professor of Anesthesiology, Surgery, and Medicine
University of Florida College of Medicine

Witness



Witness