

Medical Director Affiliation Agreement

I. PARTIES

- A. Raven Advisory, LLC
 - 1. Sheffield Ford, CEO
 - 2. 4400 Bragg Blvd, Fayetteville, NC; 910-758-8084
- B. Brian Krakover, MD
 - 1. 401 Harlow Dr, Fayetteville, NC; 910-366-7116

- II. This agreement is made and entered into this day of , by and between Brian Krakover, MD, hereinafter known as Medical Director, and Raven Advisory, LLC, hereinafter known as Raven.

III. BASIC AGREEMENTS

- A. **PURPOSE:** The purpose of this agreement is to provide guidelines regarding the medical oversight of education programs offered by Raven. Programs include initial certification of Emergency Medical Responder (EMR), Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (AEMT), Paramedic, and Advanced Paramedic programs, American Heart Association (AHA) courses, Red Cross courses, Commission on Accreditation for Prehospital Continuing Education (CAPCE) courses, International Board of Specialty Certifications (IBSC) courses, and National Association of EMTs (NAEMT) courses.
- B. **SCOPE OF SERVICES:** The Medical Director will serve as the Raven EMS Medical Director throughout the term of this agreement. As the Raven EMS Medical Director, the following will be provided:
 - 1. Be available monthly to review the previous month's training activities and the next month's projected activities. This review can be conducted through email, by phone, through video conference, or in person. A maximum of four hours per month will be required from the Medical Director for a combination of activities to include, but not limited to, course review, classroom teaching, or review of student and instructor performance. In the event of high-stakes psychomotor examination of advanced-level students (AEMTs or paramedics), the Medical Director shall participate in the student evaluation that may be included in this monthly commitment.
 - 2. Be available annually to attend the advisory committee meeting and provide approvals required for that meeting.
 - 3. Be available to accreditation bodies such as North Carolina Office of EMS (NCOEMS) or Committee on Accreditation for EMS Programs (CoAEMSP) during site visits or program audits.
 - 4. Be available, by email or telephone, to program directors and lead instructors to address medical questions that may arise in the progress of the course.
 - 5. Provide off-line medical direction services to include specification, review, and approval of protocols to be followed by licensed instructors during medical emergencies during course activities.
 - 6. Review and approve the educational content of the program's curriculum for appropriateness, medical accuracy, and reflection of current evidence-informed pre-hospital or emergency care practices.
 - 7. Review and approve the required minimum numbers for each of the required patient contacts and procedures.
 - 8. Review and approve the instruments and processes used to evaluate students in didactic, laboratory, clinical, and field internship.
 - 9. Review the progress of each student throughout the program, and assist in the determination of appropriate corrective measures, when necessary. Corrective measures should occur in the cases of adverse outcomes, failing academic performance, and disciplinary action.
 - 10. Ensure the competence of each graduate of the programs in the cognitive, psychomotor, and affective domains.
 - 11. Engage in cooperative involvement with the program director.
 - 12. Ensure the effectiveness and quality of any medical director responsibilities delegated to another qualified physician.
 - 13. Ensure educational interaction of physicians with students. The medical director's interaction should be in a variety of settings, such as lecture, laboratory, clinical, and field internship. Interaction may be by synchronous electronic methods.
 - 14. Assist in the planning and implementation of new and expanded programs that promote the public welfare and the welfare of Raven's personnel and students.
 - 15. Assist in the coordination of research projects and their implementation to include the obtaining of grants.
- C. **QUALIFICATIONS:** The Medical Director meets the following requirements:
 - 1. Be a physician currently licensed and authorized to practice in North Carolina who is an ATLS or PHTLS provider, with experience and current knowledge of emergency care of acutely ill and injured patients.



2. Maintain provider-level training in Advanced Cardiac Life Support (ACLS), trauma life support (ATLS, PHTLS, or ITLS), and Advanced Pediatric Life Support (APLS or PALS).
 3. Have adequate training and experience in the delivery of out-of-hospital emergency care, including the proper care and transport of patients, medical direction, and quality improvement in out-of-hospital care.
 4. Be an active member of the local medical community and participate in professional activities related to out-of-hospital care.
 5. Be knowledgeable about the education of the Emergency Medical Services Professions, including professional, legislative, and regulatory issues regarding the education of Emergency Medical Services Professions.
- IV. **COMPENSATION:** For the satisfactory performance of the duties enumerated above, Raven shall pay the Medical Director the sum of \$12,000 per year. Said amount shall be paid in twelve (12) equal monthly payments, payable by the 15th day of the month after services are rendered.
- V. **TRAVEL AND MEETINGS:** Raven will reimburse costs associated with mandatory attendance at meetings and conferences as required by North Carolina Office of EMS. Additional, non-mandatory meetings and conferences may be reimbursed on a case-by-case as pre-authorized by Raven.
- VI. **HOLD HARMLESS AND IDEMNIFICATION:** The Medical Director shall defend, indemnify, and hold harmless Raven, its agents, and employees from any and all liability and expenses to the Medical Director or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of Raven, its agents, or employees. The Medical Director shall defend, indemnify, and hold Raven, its agents, and employees harmless and pay all judgments that shall be rendered in any such actions, suits, claims, or demands against same alleging liability reference above, except where the proximate cause of such injury, damage, or loss was the sole negligence of Raven, its agents, or employees.
- VII. **INSURANCE:** The Raven will procure and maintain for the duration of this agreement, Professional Liability Insurance, with a limit not less than \$1,000,000 to cover claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement by the Medical Director, his or her agents, representatives, employees, or subcontractors.
- VIII. **NONDISCRIMINATION:** The Medical Director will not discriminate against any student, instructor, or employee because of race, age, color, religion, national origin, sex or disability.
- IX. **PROVISIONS**
- A. **INDEPENDENT CONTRACTOR.** The Medical Director will render all services as an independent contractor. He or she will not be considered an employee Raven, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee.
 - B. **ASSIGNMENT:** The Medical Director will not assign or transfer any interest in this agreement without obtaining the prior written approval of Raven.
 - C. **SUBCONTRACTS.** The Medical Director will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Raven.
 - D. **WRITTEN AMMENDMENTS:** This agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this agreement.
 - E. **REQUIRED APPROVALS:** Neither the Medical Director nor Raven is bound by this agreement until it is approved by the appropriate officials shown on the signature page of this agreement.
 - F. **SEVERABILITY:** If any provision of this agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this agreement. Failure to enforce any provision of this agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this agreement, at any time.
 - G. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** The Medical Director is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.
 - H. **NOTICES:** All notices of either party to terminate this agreement shall be given in writing and sent by registered mail, addressed to the other party as provided above.



X. **DURATION:** This agreement may be terminated by either party upon written notice to the other given not less than thirty (30) days in advance. Until such notice is given, this agreement will automatically renew annually. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract.

XI. **EXECUTION:** In witness thereof, the parties have executed this agreement.

1. Brian Krakover:

A handwritten signature in black ink, appearing to read "Brian Krakover".

Date: 08/08/2024

2. For Raven Advisorv. LLC:

A handwritten signature in black ink, appearing to read "Sheffield Ford".

Sheffield Ford (Aug 7, 2024 00:01 EDT)

Date: 08/07/2024









Medical Director Affiliation Agreement (2024-08-06-1707)

Final Audit Report

2024-08-08

Created:	2024-08-06
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