

## **AGREEMENT FOR MEDICAL DIRECTOR SERVICES**

This Agreement for Medical Director Services is made and entered into as of the date last written below, by and between the Key Largo Fire Rescue and Emergency Medical Services District ("DISTRICT"), and Thomas Steed, M.D. ("DOCTOR") licensed to practice medicine in the State of Florida with a principle location Monroe County.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### WITNESSETH:

1. Provision of Service. DISTRICT provides emergency services in the Key Largo area through its DISTRICT charter under Florida Law. DOCTOR is a medical doctor licensed and insured to practice medicine in the State of Florida. DISTRICT desires to enter into this Agreement with DOCTOR to serve as Medical Director and provide medical supervision and control for the DISTRICT, Key Largo Volunteer Ambulance Corps, and Key Largo Volunteer Fire Department, in Key Largo Florida, and DOCTOR is willing to accept such engagement upon the terms set forth in this Agreement.
  
2. Designation and Duties as Medical Director. By execution hereof, DISTRICT hereby designates DOCTOR as the Medical Director for DISTRICT operations within DISTRICT'S jurisdiction. In that capacity, DOCTOR will be responsible to provide all necessary and appropriate medical authority and direction for the Medical Teams operating in the area. DOCTOR shall be responsible for all medical aspects of, and all medical decisions and directions relating to, Basic Life Support, Advanced Life Support, and immunizations. DOCTOR shall meet at least once each month with the DISTRICT and appropriate Medical Team(s) personnel on site to review, among other things, patient records for appropriateness of transport, patient care, and other areas of quality

improvement. DOCTOR or appropriate designee shall at minimum provide monthly education. DOCTOR shall meet all standards of the Florida Department of Health and the Commission on the Accreditation of Medical Transport Systems (CAMTS) for a Medical Director. DOCTOR will also be responsible for compliance with federal, state and other governmental requirements pertaining to the operation and provision of the emergency medical care services. DOCTOR shall also serve as liaison between DISTRICT and the various health care facilities or other health care providers for whom DISTRICT provides service in the area covered by this Agreement. Such liaison shall include coordinating the medical operations of DISTRICT to comply with the by-laws, policies, rules and regulations applicable to any such health care facility or health care provider for whom DISTRICT is providing services. DOCTOR shall also assist in evaluating the technical medical aspects of DISTRICT medical personnel working for DISTRICT who may assist in providing emergency medical assistance.

3. a. Insurance Requirements. The Parties shall provide, during the term of this Agreement, the following minimum insurance coverage and provide appropriate certificates of insurance to the other Party:
  - i. DISTRICT will provide all risk insurance, as provided herein.
  - ii. DISTRICT has liability insurance and to the extent that its existing policy will allow it will provide coverage to DOCTOR.
  - iii. DISTRICT will provide liability insurance to DOCTOR acting within the scope of his duties to the extent that its present policy allows.
  - iv. Both Parties agree to provide workers' compensation insurance for their employees as required by law.
  
- b. Communications Equipment. DISTRICT will provide all necessary communication equipment, upon approval of written request(s) presented to DISTRICT for review; including but not limited to: cellular phone, two-way radio, or pager.

4. Indemnification. DISTRICT shall indemnify and hold DOCTOR and his employees and agents harmless from and against claims, damages, liabilities and expenses (including reasonable attorneys' fees and costs) (collectively, "Losses") arising directly from DISTRICT'S performance of emergency services to the extent such Losses arise out of negligent or intentional act of omission of DISTRICT or its officers, directors, employees or agents, except and to the extent such Losses directly result from DOCTOR'S failure to perform his duties as outlined in this agreement. DOCTOR shall indemnify and hold DISTRICT and its officers, directors, employees and agents harmless from and against Losses arising directly from DOCTOR'S performance of services hereunder to the extent such Losses arise out of negligent or intentional acts or omissions of DOCTOR, except and to the extent such Losses directly result from DISTRICT'S failure to comply with DOCTOR'S directives hereunder. DISTRICT and DOCTOR shall promptly notify the other of any event or circumstance that may lead to a request for indemnification hereunder, provided that, no failure to provide such notice shall prevent either party from obtaining indemnification hereunder unless and only to extent that the indemnifying party was demonstrably prejudiced by such failure to provide notice.
  
5. Relationship of the Parties. The relationship between DISTRICT and DOCTOR will be that of contractor and independent contractor. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, employer-employee relationship or any other agency relationship between DOCTOR and DISTRICT. The parties shall be solely responsible for the method and manner in which they or their respective employees carry out the duties imposed by this Agreement, and neither party shall exercise any control or direction over the methods by which the other party performs their respective functions hereunder, except as may otherwise be provided in this Agreement. DOCTOR specifically acknowledges that he is not an employee of DISTRICT.
  
6. Compensation for Medical Director Services. DISTRICT agrees to pay to DOCTOR the

sum of \$18,000 per year during the term of this Agreement. A cost of living adjustment of no greater than 4 (four) percent as determined by the DISTRICT will be added to the annual fee each year at the beginning of the respective budget year. Payment shall be made biweekly.

7. Payment of Expenses. DISTRICT agrees to reimburse DOCTOR for DOCTOR's reasonable and necessary travel and business expenses in accordance with state and federal law, and further, pursuant to any DISTRICT travel policies. Any conflict between requirements set out by law and a DISTRICT travel policy shall result in the provisions created by law controlling resolution of the conflict. A copy of any DISTRICT travel policy, whenever created if not already in existence at the time of this Agreement, will be provided to DOCTOR. DOCTOR may also be reimbursed for expenditures made on behalf of the DISTRICT program, with the prior approval of the DISTRICT. Bills or invoices for fees or compensation under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  
8. Term of Agreement. This Agreement shall commence on January 1, 2011 and shall continue for a period of three (3) years, and will automatically renew an additional three (3) years, unless terminated by either party as contained in this paragraph. This Agreement may be terminated by either party by giving ninety (90) days written notice to the other party, termination effective upon the other party's receipt of the notice of termination, said receipt of the notice being documented by a return receipt other than via electronic mail. DOCTOR shall be entitled to compensation through the effective date of termination of this Agreement, provided services continue to be provided through such date as contained herein.
  
9. Limitation Of Liability. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation, loss of profits, loss of

use or loss of contract.

10. Severability. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom and shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.
11. Complete Agreement. This Agreement sets forth the complete understanding of the parties hereto and any modification of the terms hereof must be in a writing signed by both parties hereto.
12. Governing Law. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, with venue agreeably set in Monroe County, Florida.
13. Contract Records Retention. DOCTOR agrees to comply with all state and federal regulations governing contracts with public entities, including but not limited to cooperation with public records requests as provided by law, and cooperation with comptrollers and auditors as provided by law.
14. Waiver. Any act or lack thereof that is determined to be a waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform.
15. Representations and Warranties. DOCTOR represents and warrants to DISTRICT, upon execution and throughout the term of this Agreement that:
  - a) DOCTOR is not bound by any contract or arrangement which would preclude him from entering into, or from fully performing the services required under this

Agreement;

- b) None of DOCTOR'S agents, employees or officers have ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
  - c) DOCTOR has not been convicted of a public entity crime as provided in F.S. §287.133; and
  - d) DOCTOR and DOCTOR'S agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate licenses, certifications and insurance coverage that are required in order for DOCTOR to perform the functions assigned to him in connection with the provisions of this Agreement.
16. Assignment. Neither DISTRICT nor DOCTOR may assign or transfer any interest in this Agreement without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
17. Notices. All notices required by this Agreement, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

DISTRICT:

Key Largo Fire Rescue & Emergency Medical Services District  
P.O. Box 371023  
Key Largo, Florida 33037-1023  
Attention: District Clerk

DOCTOR:

Thomas Steed, M.D.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of  
the day and year first written above.

**Key Largo Fire Rescue and Emergency  
Medical Services District**

**Thomas Steed, M.D.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print:**

**Print:**

**Its:**

**Its:**

**Dated:**

**Dated:**

**Attest:** \_\_\_\_\_

**District Clerk**

**Print:**

**Dated:**

**Approved as to form and sufficiency:**

\_\_\_\_\_  
**District Legal Counsel**

**Print:**

**Dated:**