

Associate Medical Director Agreement

This Associate Medical Director Agreement (this "Agreement") is made and entered into by and between the **Marion County**, a political subdivision of the State of Florida, for the benefit of Marion County Fire Rescue, whose address is 601 SE 25th Ave., Ocala, FL 34471 (hereafter "COUNTY") and **Austin Reed, M.D.**, whose address is 4500 NW 110 Ave, Ocala, FL 34482 ("REED, M.D.") (Individually "Party," collectively "Parties.")

WITNESSETH:

WHEREAS, REED, M.D. is a licensed physician under Chapter 458 or 459, Florida Statutes, and is engaged in the practice of medicine in the State of Florida; and

WHEREAS, the COUNTY, by and through the COUNTY's Medical Director, FRANK A. FRAUNFELTER, M.D., seeks to retain an Associate Medical Director to assist him in the performance of his contractual duties; and

WHEREAS, REED, M.D., seeks to provide to COUNTY his medical services subject to the terms and conditions herein specified; and

WHEREAS, the Parties enter this Agreement to formalize their mutual understanding in this regard.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, the Parties agree as follows:

REED, M.D. agrees to act as Associate Medical Director for COUNTY and shall serve under the direction of the Medical Director to carry out the duties as assigned, delegated, or collaboratively developed with the Medical Director in support of system-wide Emergency Medical Services ("EMS") oversight

1. Term.

This Agreement shall be effective for a period of sixty (60) months, commencing October 1, 2025 and expiring on September 30, 2030.

2. Compensation.

- A. As full compensation and remuneration for the services rendered to COUNTY by REED, M.D. hereunder, COUNTY shall pay to REED, M.D. the amounts listed below for each year of the Term (the Annual Amounts").
- B. Said Annual Amounts will be disbursed in equal monthly payments to be issued on the first day of each month and subject to the provisions of the I.R.S. Code with regard to payments to Independent Contractors.
- C. The Annual Amounts for each year of the Term are as follows:

- 1) Year 1 (October 1, 2025 through September 30, 2026) – Eighty thousand dollars (\$80,000.00)
- 2) Year 2 (October 1, 2026 through September 30, 2027) -Eighty-four thousand dollars (\$84,000.00)
- 3) Year 3 (October 1, 2027 through September 30, 2028) -Eighty-eight thousand dollars (\$88,000.00)
- 4) Year 4 (October 1, 2028 through September 30, 2029) -Ninety-three thousand dollars (\$93,000.00)
- 5) Year 5 (October 1, 2029 through September 30, 2030) -Ninety-seven thousand dollars (\$97,000.00)

3. Responsibilities

- A. Assist in establishing and maintaining a standard of care for COUNTY health care providers regarding EMS.
 - 1) Gather input in the review and development of the standard of care on an annual basis.
 - 2) Establish performance standards.
- B. Be a patient advocate in the EMS system.
- C. Assist in the development, implementation, and maintenance of protocols and standing orders within which Marion County Fire and Rescue ("MCFR") under the medical control authority of FRAUNFELTER, M.D.
 - 1) Develop protocols consistent with nationally accepted standards of practice.
 - 2) Complete total protocol review with both MCFR and Ocala Fire Rescue to build consensus and standardization for the county-wide EMS system.
 - 3) Ensure compliance with protocols by MCFR.
 - 4) Annual review and updates of protocols to ensure an appropriate standard of care.
 - 5) Ensure initial training in conjunction with MCFR Associate Chief of EMS for new protocols and standing orders, prior to their implementation.
 - 6) Ensure additional training for existing protocols and standing orders for any identified needs or recommendations.
 - 7) Seek organized input from MCFR Paramedics and Emergency Medical Technicians (EMTs) regarding updates to protocols.

- 8) Protocol changes necessitating equipment upgrade, change, or purchases shall be pre-approved by the COUNTY.
- D. The Associate Medical Director shall work with the Medical Director to provide continuous 24-hour-per-day, 7 days-per-week On Line Medical Direction.
 - 1) A qualified EMS Physician shall be available at all times for EMS consultation by the COUNTY.
- E. Ensure initial and continued qualification and proficiencies of EMS personnel.
 - 1) Assist in establishing a process for direct observation of personnel while performing their duties.
 - 2) Participate in the development and implementation of EMS training programs.
 - 3) Participate in a ride-along as a crewmember on an Advanced Life Support (ALS) unit for a minimum of 20 hours per year.
- F. Ensure continued operation of a Quality Assurance Program.
 - 1) Participate in the quality assurance program as deemed appropriate.
 - 2) Provide conflict/dispute resolution within the EMS system pertaining to clinical care with impact on patient care.
 - 3) Provide direct involvement in the review of EMS patient care reports.
- G. Develop and maintain liaison with the medical community.
 - 1) Maintain membership and active participation in the State Medical Director Association.
 - 2) Notify COUNTY of any pertinent concerns of other agencies as deemed appropriate.
- H. Participate directly and indirectly in disaster planning/management to include: HazMat Response, Incident Command System and director of EMTs and Paramedics employed by COUNTY who are deployed outside Marion County during a State Declared Emergency Situation.
- I. Participate in educational programs for Paramedics and EMT recertification.
 - 1) Participate as an instructor a minimum of 10 hours per year.
 - 2) Serve as Associate Medical Director for Paramedic and EMT refresher, recertification, and Continuing Education Unit (CEU) programs.
- J. Maintain clinical, administrative, and educational knowledge, licenses, and certifications appropriate for EMS Medical Director. REED, M.D. shall, for the duration of this Agreement,

- 1) Be a physician licensed under Chapter 458 or 459 and practicing in the State of Florida.
 - 2) Be Board-certified in Emergency Medicine.
 - 3) Have a current Drug Enforcement Agency License with the US Department of Justice.
 - 4) Provide proof of Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence.
- K. Review, recommend, and approve EMS equipment and provide appropriate documentation.
- L. Provide an active role in the Marion County Medical Advisory Committee.
- M. Assist in reviewing any changes to the Medical Priority Dispatch System dispatch protocols or version upgrades.
- N. Have an active role in working with COUNTY Communications Manager in regards to CDE's (Continuing Dispatch Education), periodic case review as a QA (Quality Assurance) check and be available for questions and/or clarification regarding the Medical Priority Dispatch System.
- O. Shall regularly coordinate with the Medical Director to ensure continuous clinical oversight, QA, protocol development, and medical direction. Tasks may be performed independently as delegated and approved by the Medical Director.
- P. Actively support public-accessed defibrillation (PAD) programs within the community, to include assisting individuals and organizations with obtaining medical direction and device prescription.
- Q. In addition to the responsibilities outlined above, REED, M.D., shall perform other clinically relevant duties as may be reasonably requested or delegated by the Medical Director or Fire Chief, provided such responsibilities fall within the scope of EMS medical oversight, system development, quality improvement, or related public health responsibilities. These duties shall be mutually agreed upon and documented, with the expectation that they support the goals of Marion County Fire Rescue and the County's EMS system.
- R. In discharging the duties and responsibilities set forth herein, REED, M.D. shall not be required to devote any particular portion of time or energy to the performance of such duties and responsibilities, except as herein set forth, but shall be required to devote so much of such time and energy as is reasonably necessary to the performance of the duties and responsibilities herein set forth.
- S. Nothing in this agreement relieves REED, M.D. of the obligations imposed by applicable State of Florida statutes and regulations. To the extent any provision of

this agreement is inconsistent with Florida Statutes or applicable regulations, the statutory and regulatory provisions shall control.

4. COUNTY Responsibilities:

- A. COUNTY's MCFR is an Advanced Life Support Licensee under Chapter 401, Florida Statutes and Chapter 64-J, Florida Administrative Code. COUNTY contracts REED, M.D. pursuant to Section 401.265, Florida Statutes, to be associate medical director for MCFR's licensed Advanced Life Support (ALS) and Basic Life Support (BLS) services including transport, non-transport and first responder activities. As such, REED, M.D. shall be ultimate authority on patient and medical issues.
- B. The Parties hereto further understand that REED, M.D. is a contracted Independent Contractor of COUNTY, providing Emergency Medical Services Associate Medical Direction to EMT's and Paramedics who provide medical treatment directly to patients, provided that such services are not in conflict with the discharge of duties and responsibilities herein set forth.
- C. The Parties hereto understand that in discharging his duties and responsibilities to COUNTY, REED, M.D. shall report to the MCFR Fire Chief or designee who is herein named as contract administrator for the application, interpretation, and enforcement of the provisions of this contract and its terms and conditions.
- D. It shall be the responsibility of COUNTY Public Safety Communications Division to keep REED, M.D. advised of the status of the Medical Priority Dispatch System and any changes necessary to fulfill that mission.

5. Administrative Matters.

A. Individual.

- 1) This Agreement is entered into by REED, M.D., in his individual capacity.
- 2) For purposes of this Agreement, REED, M.D., does not have any employees or employ any subcontractors. For this reason, REED, M.D. represents and assures COUNTY that he is not subject to E-Verify and will alert COUNTY should this change.

B. Independent Contractor.

- 1) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting REED, M.D., as an agent, joint venturer, partner, representative, or employee of COUNTY for any purpose or in any manner whatsoever. REED, M.D., is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

- 2) As a contracted professional Independent Contractor of COUNTY, REED, M.D. shall not be held to the provisions of MCFR's personnel rules, regulations, or administrative policies including pre-employment physical or drug screen. Nothing in this Agreement is intended to create or imply any other form of relationship. COUNTY shall not classify REED, M.D. as an employee for any purposes, including the provision of workers compensation coverage, payroll processing or benefits, nor shall COUNTY make any employee-related deduction from payments due to REED, M.D..

C. Termination.

Either Party may terminate this Agreement for good cause at any time by sending 30 days advance written notice to the other Party's address stated above.

1) County.

As to COUNTY, good cause shall include, but not be limited to: the failure of REED, M.D. to satisfactorily discharge the duties of the associate medical director pursuant to the law, the failure to remain licensed as a medical doctor in the State of Florida, or other failure to qualify to serve as a medical director under Chapter 401, Florida Statutes, and rules of promulgated pursuant thereto, or to otherwise breach any material provision or performance expectation of this Agreement as determined by COUNTY through MCFR.

2) REED, M.D.

As to REED, M.D., good cause shall consist of the failure of COUNTY to pay the fees set forth herein, or to otherwise breach a material provision of this Agreement.

3) County and REED, M.D.

For termination of this Agreement not specified above, MCFR or REED, M.D. shall notify the other Party, in writing, no less than ninety (90) days in advance of the premature termination of this Agreement.

D. Indemnification.

1) By REED, M.D.

- a) REED, M.D. shall indemnify and hold harmless COUNTY, its officers, board members, employees agents and instrumentalities from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages sustained by any person or persons to the extent that any such claim is attributable to any grossly negligent act, intentional action or intentional omission of REED, M.D. in performing the services set forth herein.
- b) REED, M.D., expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by REED,

M.D., shall in no way limit the responsibility to indemnify COUNTY as stated above.

2) By COUNTY.

- a) Subject to the limitation set forth in subsection "5(D)(2)(b)" immediately below, COUNTY shall indemnify and hold harmless REED, M.D. from all suits, claims, or actions of every name and description brought against REED M.D. and/or FRAUNFELTER, M.D. based on personal injury, bodily injury (including death) or property damages sustained by any person or persons to the extent that such a claim is attributable to the negligence of COUNTY in connection with the services provided by REED, M.D. hereunder.
- b) This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2021).

E. Public Records.

- 1) IF REED, M.D. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FRAUNFELTER M.D.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations 601 SE 25th Ave. Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

Email: publicrelations@marionfl.org

- 2) REED, M.D. shall comply with public records laws, specifically:
 - a) Keep and maintain public records required by COUNTY to perform the service;
 - b) Upon request from COUNTY's custodian of records, provide COUNTY with a copy 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c) 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 term of this Agreement and following completion of this Agreement if REED, M.D. does not transfer the records to COUNTY; and,
 - d) Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of REED, M.D. or keep and maintain public records required by COUNTY to perform the service. If REED, M.D.

transfers all public records to COUNTY upon completion of this Agreement, REED, M.D. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If REED, M.D. keeps and maintains public records upon completion of this Agreement, REED, M.D., shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

F. Law, Venue, Waiver Of Jury Trial, Attorney's Fees.

This Agreement shall be construed according to the laws of Florida. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover from the non-prevailing Party its costs and expenses, including reasonable attorney's fees incurred in any mediation, litigation, trial or appeal.

G. Rights of Third Parties.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors, and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

H. Waiver.

No waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

I. Sovereign Immunity.

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in this Agreement, COUNTY's obligation to indemnify REED, M.D., if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2021). This Section shall survive the termination of this Agreement.

J. Annual Appropriations. REED, M.D. acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay REED, M.D. under this Agreement is contingent upon annual appropriation being made for that purpose. If during the term of this Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, this Agreement shall terminate upon the expiration of the funded fiscal year.

K. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

L. Survival.

This Section "5" entitled "Administrative Matters" shall survive the termination of this Agreement. In addition, any other provisions, or parts thereof, of this Agreement which, by their nature, should survive termination or cancellation shall survive.

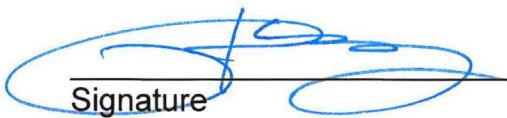
M. Entire Agreement.

This Agreement contains all of the terms and conditions agreed to by the Parties and any changes to said terms and conditions must be made in writing and agreed to in writing by the Parties as an amendment to this Agreement.


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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into on the date of the last signature below.

WITNESSES:

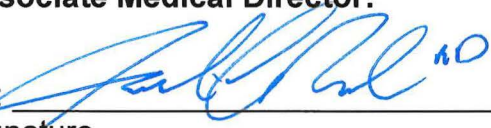


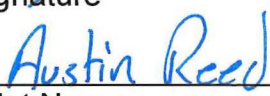
Signature

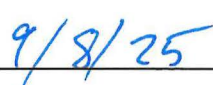

Print Name


Signature Date

Associate Medical Director:

By: 

Signature



Print Name


Date

ATTEST:

Gregory C. Harrell
Clerk of Court

For Use and Reliance of Marion County
Only, Approved as to Form and Legal



Matthew G. Minter, County Attorney

**MARION COUNTY, a political
subdivision of the State of Florida,
for the benefit of Marion County
Fire Rescue**

By: _____
Print Name: Kathy Bryant
Title: Chair
Date: _____