

**AGREEMENT BETWEEN
JACKSON COUNTY, FLORIDA
AND COLBY SCOTT REDFIELD, MD, FOR MEDICAL DIRECTOR SERVICES**

THIS AGREEMENT is entered by and between **JACKSON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as “**County**” and **COLBY SCOTT REDFIELD, MD**, hereinafter referred to as “**Physician**” or “**Medical Director**.”

WITNESSETH:

WHEREAS, pursuant to Chapter 401, Florida Statute, and Chapter 64J-1, Florida Administrative Code, as the provider of an advanced life support service, the County is required to employ or contract with a Medical Director who meets the requirements of Chapter 401, Florida Statute, and the Florida Administrative Code; and

WHEREAS, County coordinates all ground pre-hospital emergency medical services in Jackson County, Florida, and desires to obtain Medical Director Services; and

WHEREAS, the parties hereto desire to enter into this Agreement for Physician to provide Medical Director for County; and

WHEREAS, the parties hereto also desire to coordinate the emergency medical services provided by the County and any certified agency approved as set forth herein, by contracting for Medical Director (as that term is hereinafter defined) services; and

WHEREAS, Physician desires to provide services as the Medical Director approved by County to provide emergency services; and

WHEREAS, County has determined it to be in the best interests of the residents of and visitors of Jackson County to contract with Physician for the purpose of providing Medical Director Services to the County; and

WHEREAS, Physician desires to provide professional services according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, County and Physician agree as follows:

- 1. Term.** This Agreement shall become effective on _____ and shall run through _____ and shall be renewable thereafter at the option of the County and with written agreement of Physician. Physician's term of employment shall commence the _____, and shall continue for a term of one year; PROVIDED, that unless terminated pursuant to the provisions of Section 6, hereof: this Agreement shall be deemed and understood by all parties to be automatically renewed on a year-to-year basis, until terminated by the giving of notice under Section 6.

2. **Purpose.** The purpose of this Agreement is to support compliance of the County in medical direction of emergency medical services and emergency medical service personnel in accordance with the provisions of Chapter 401 Florida Statute and Chapter 64J-1.004, Florida Administrative code.

3. **Compensation.**

3.1 Physician shall be paid at a rate of \$30,000.00 (Thirty Thousand Dollars) Annually (“**Annual**”) to provide the Medical Director services provided herein. Physician shall be placed in a Medical Director – OPS position for the County and shall be required to submit a bi-weekly timesheet for time worked in the applicable month. Payments shall be made by County pursuant to Florida Local Government Prompt Payment Act after receipt of required timesheets are submitted by Physician to the Fire Chief. As part of this agreement it is noted that this position will not work in excess of 29 hours per week. This position has waived rights to insurance benefits, but will be provided with High Risk Retirement (25.89%) for the duration of this employment agreement not to exceed the total contract amount listed above.

3.2 Physician shall assume and pay for all costs and expenses incurred by Physician in performance of Physician’s duties under this agreement.

3.3 Invoices received from Physician shall be reviewed and approved by the County’s Administrator or her designee, indicating the services have been rendered in conformity with this Agreement, and then if satisfactory, will be sent to the County’s Finance Department for payment.

3.4 In order for both parties to close their books and records, Physician must clearly state “**FINAL INVOICE**” on Physician’s final and last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County.

3.5 Nothing in this Agreement prohibits Physician from billing any third party for medical services rendered outside the scope of this Agreement that may arise during or after the term of this Agreement. It is understood and agreed by Physician and County that Medical Director services to be provided by Physician pursuant to this Agreement are administrative, supervisory and educational in nature as described in section 401.265, Florida Statutes, and Chapter 64J-1, Florida Administrative Code. During the term of this Agreement, Physician may also provide professional clinical services to patients which are separate and distinct from the Medical Director services and, thus, are outside the scope of this Agreement. Accordingly, Physician shall be solely and separately responsible for the provision of, and the billing and collection for, any professional fees for clinical services provided by Physician to patients. All such fees accrue solely to Physician.

3.6 Consistent with missions, the parties acknowledge and agree that the compensation set forth herein represents the fair market value of the services provided by Physician to the

County, negotiated in and arms-length transaction and has not been determined in a manner which takes into account the volume or value of any referrals or business otherwise may be generated between the County and Physician. The Parties further agree that this Agreement does not involve the counseling or promotion of business arrangement that violates state or federal law. Nothing contained in this Agreement shall be construed in any manner as an obligation or inducement for Physician or the County to refer patients, if any, to the other or any organizations affiliated with each party. The parties enter into this Agreement with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law.

4. Duties and Responsibilities of Physician. All duties and responsibilities listed below will be performed in collaboration with the County's Medical Service Director. The parties agree as follows:

4.1 Medical Director. The Physician shall provide all services described in this Agreement, as required by Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as either of the same may be amended.

4.1.1 Absence. During any period of temporary absences or unavailability of the assigned Medical Director, Physician may designate another similarly qualified Physician to serve as Acting Medical Director. Physician must notify County as soon as practicable of any unplanned absences or unavailability.

4.2 Duties. Medical Director shall adhere to the responsibilities as set forth in Chapter 401, Florida Statutes, and Rule 64J-1.004, Florida Administrative Code; the applicable rules of any governmental agency implementing said chapter; and any additional duties upon written notice from the Florida Department of Health that such duties include supervising the medical performance of all certified/licensed response personnel functioning within the scope of their official duties while on duty with the County, including, but not limited to, members of any volunteer or municipal fire department under contract with the County for fire rescue services (EMS personnel). While these duties will typically occur within the geographical border of Jackson County, they will include duties performed during mutual aid and deployments during disaster situations to requesting entities outside those geographical borders and while transporting patients to out-of-county medical facilities.

4.3 Knowledge of Standards. Medical Director shall be knowledgeable of the standards set by National Fire Protection Association, and in particular, Standard 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments, as the same may be amended.

4.4 Standards of Care. Medical Director shall establish and maintain standards of care for the County emergency medical services providers.

4.4.1 Medical Director shall gather agency input in the review and development of standards of care on an annual basis, and in establishing and revising agency performance standards as necessary.

4.4.2 Medical Director shall develop pre-hospital practice parameters for EMS personnel of all levels. The parameters shall be developed with consideration to budgetary and staffing limitations and the fiscal impact on the County, emergency medical services and the citizens of Jackson County.

4.5 **Patient Advocate.** Medical Director shall be a patient advocate in the fire rescue system and shall make effort to ensure that all aspects of the County systems are developed to place the needs of the patient first.

4.6 **Protocols and Standing Orders.**

4.6.1 Medical Director, shall develop, revise, implement, and maintain basic and advanced life support protocols and standing orders under which the County emergency medical services personnel will function under medical control.

4.6.2 Medical Director shall develop protocols and standing orders to ensure that they meet nationally accepted standards of practice for use by all system providers, which permit specified ALS, BLS, and first responder procedures when communication cannot be established with a supervising physician, or when any delay in patient care would threaten the life or health of the patient. These standards include, but are not limited to, Advanced Cardiac Life Support (ACLS), Basic Trauma Life Support (BTLS) (n/k/a International Trauma Life Support (ITLS), and Pediatric Advanced Life Support (PALS). In addition to medical treatment, protocols shall address determination of patient destination.

4.6.3 The County shall publish and distribute, at its own cost, all protocols and standing orders, as issued by the Physician through its Medical Director role. The protocols and standing orders shall be published in a form consistent with agency Standard Operating Procedures. Copies of the protocols and standing orders will be maintained on all County vehicles and will be distributed to certified/licensed County personnel. Personnel copies may be provided electronically. The County shall obtain and retain receipt from each County Personnel member verifying receipt of the protocols and any changes. These receipts may be electronic and shall state clearly that each person is individually accountable and obligated to follow all rules, regulations and protocols. All protocols and standing orders shall become public domain upon implementation.

4.6.4 Medical Director shall develop, review, and revise, when necessary, Trauma Transport Protocols (TTP) for submission to the Florida Department of Health, Bureau of Emergency Medical Services for approval in accordance with Rule 64J-2, Florida Administrative Code.

4.6.5 Medical Director shall conduct an on-going review of all protocols and standing orders as may be necessary to promote reliable service delivery, appropriate patient

care, and the maintenance of the current standard of care. This shall include, at minimum, a comprehensive annual review and written approval of all protocols and standing orders. While conducting the annual review, Medical Director shall take into consideration the results of quality assurance reviews and input from County personnel. Changes shall be developed with consideration to budgetary limitations and the fiscal impact on the County, and the citizens of Jackson County. The annual review shall be completed and all proposed changes forward to the Administrator **before the end of the Fiscal Year.**

4.6.6 Medical Director shall ensure that appropriate training for new protocols and standing orders is conducted prior to implementation; ensure compliance with protocols and standing orders by all County personnel; and ensure that additional training is conducted for any identified needs.

4.7 Availability. Medical Director (or his or her previously-approved designee) shall be available remotely by telephone twenty-four (24) hours a day for medical direction to County personnel in order to resolve problems, system conflicts, and provide services in an emergency as that term is defined in Section 252.34(3), Florida Statutes.

4.8 Trauma Scorecard Methodologies. Medical Director shall ensure that all certified/licensed EMS personnel are trained in the use of trauma scorecard methodologies, as provided in Chapter 64J-2.004, FAC, for adult trauma patients and 64J-2.005, FAC, for pediatric trauma patients.

4.9 Oversight of Medical Qualifications and Proficiency of EMS Personnel.

4.9.1 Medical Director shall ensure initial and continued medical qualifications and proficiency of County personnel.

4.9.2 Medical Director shall establish and periodically update the minimum personnel training standards and certifications requirements for all EMS personnel who provide emergency medical care. Such standards shall include the requirements for orientation and initial training, continuing medical education, standards for professional conduct and evaluations and procedures.

4.9.3 Medical Director shall ensure that all field personnel meet the initial requirements and continuously comply with established standards to attain and maintain approval to operate within the EMS system.

4.9.4 Medical Director shall provide for direct observation of field level providers while performing their duties that meets or exceeds Section 401.265, Florida Statutes, and FAC Rule 64J-1.004.

4.10 Quality Assurance.

4.10.1 Medical Director shall develop, implement, and maintain an effective patient care quality assurance system to assess the medical performance of all certified/licensed EMS personnel in conjunction with the County's staff appointed Fire Chief.

4.10.2 Medical Director shall develop, implement, and supervise a formal patient care quality assurance system in accordance with Section 401.265(2), Florida Statutes, and Rule 64J-1.004, Florida Administrative Code, to include the formation and supervision of a quality assurance committee.

4.10.2.1 The purpose and tone of the quality assurance review process shall be positive and educational; however, Medical Director may, at any time and without limitation, conduct quality assurance review investigation or audit to ensure EMS personnel comply with the protocols and standards of care.

4.10.2.2 The method and extent of the investigation employed during any given quality assurance review shall be determined through by Medical Director in consultation with County Administration. As a result of such an investigation, Medical Director may require remedial training of EMS personnel and/or revocation of practice privileges. Remedial training may be conducted by the Medical Director, EMS personnel, or other personnel at Medical Director's discretion.

4.10.3 Medical Director may also conduct special audits in response to observations or customer feedback provided by patients, family members, caregivers, bystanders, crew members, physicians and hospital personnel.

4.10.4 Medical Director may also develop procedures for routine auditing of EMS system performance and adhere to protocols on individual EMS incidents and overall EMS system compliance.

4.10.5 Medical Director shall review, in conjunction with Quality Development designees of the County and partner Fire Services, patient care reports on an ongoing basis; review all protocol deviations trauma alerts, STEMI alerts, stroke alerts and initiate or recommend corrective action.

4.10.6 Medical Director shall periodically visit and communicate with the hospital emergency departments to exchange information and review the quality of care provided by the EMS personnel.

4.10.7 Medical Director shall participate in field activity and system monitoring.

4.11 Education Programs.

4.11.1 Medical Director shall participate in educational programs at all levels, to include all certified/licensed EMS personnel.

4.11.2 Medical Director shall present a minimum of (12) hours per year of continuing medical education related to pre-hospital care or teaching or a combination of both.

4.11.3 Medical Director shall actively participate in the development of and presentation of EMS continuing education programs by identifying educational topics, presenting lectures and providing other educational opportunities for enhancement of the fire and rescue system.

4.11.3.1 Education should be geared to reach the specific needs of the audience. As some providers are volunteers, consideration shall be given to scheduling some training on nights or weekends.

4.11.3.2 Course content should include system-specific issues and items resulting for audit and review.

4.11.4 Where Medical Director is not the presenter, and training services are conducted by other County personnel and/ or are subcontracted to an outside provider, Medical Director will ensure the quality of the Continuing Medical Education (CME) training provided to EMS personnel by:

4.11.4.1 Reviewing and approving all curriculum and courses for continuing education units (CEU's) prior to EMS personnel being trained.

4.11.4.2 Evaluating the educational effectiveness of instruction, courses and programs in consultation with the CME contractor.

4.11.5 The Medical Director shall maintain necessary and appropriate certifications and participate as Medical Director for educational programs sponsored by EMS such as ACLS, PALS, BTLIS/ITLS, and similar programs.

4.11.6 Upon proof of completion, Medical Director shall sign documents to show that certificate holders have completed a minimum of 30 hour of biannual recertification training, as set forth in s. 401.2715, Florida Statutes.

4.12 Agency Liaison.

4.12.1 Medical Director shall participate in interagency discussions about specific issues or problems as necessary.

4.12.2 Medical Director shall notify agencies of any pertinent concerns of other agencies as appropriate.

4.12.3 Medical Director shall develop and maintain liaisons with local medical community: hospitals, emergency departments, mental health agencies, physicians, providers, ambulance services, and other agencies impacting EMS.

4.12.4 Medical Director shall assist in resolution of problems involving the delivery of pre-hospital care and other services in accordance with FAC Rule 64J-1.004.

4.12.5 Medical Director shall interact with and educate local government officials on an as needed basis.

4.12.6 Medical Director shall participate in the Florida EMS Associate Medical Director's Association or a statewide physician's group involved in pre-hospital care.

4.12.7 Medical Director shall be an active member of at least one national emergency medicine constituency group such as the National Association of EMS Physicians, the American College of Emergency Physicians, or similar organization.

4.12.8 Medical Director shall interact with County, regional, state and federal authorities, regulators, and legislators to ensure standards, needs, and requirements are met, and resource utilization is optimized.

4.13 Community Access to Health Care Initiatives. Medical Director shall coordinate community access to healthcare initiatives per the goals of the County.

4.14 EMT Oversight.

4.14.1 In accordance with FAC Rules 64J-1.004(g) and (h) , Medical Director shall assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the administration of oral glucose; the use of any medicated auto injector; the performance of airway patency techniques including air way adjuncts, not to include endotracheal intubation; insertion of non-medicated I.V.'s; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.'s, all by an EMT.

4.14.2 Medical Director shall ensure that all EMT's are trained to perform the foregoing procedures; shall establish and/ or maintain written protocols for performance of these procedures; and shall provide written evidence to the Florida Department of Health documenting compliance with provisions of these Administrative Rules.

4.15 Disaster Assistance and Planning.

4.15.1 Medical Director shall be available for consultation and/or response during a disaster situation occurring in or near Jackson County, Florida.

4.15.2 Medical Director shall function as liaison between field EMS operations, hospitals and public health agencies during disaster situations.

4.15.3 Medical Director shall provide specific information to assist in the mitigation of the EMS aspects during disaster situation.

4.15.4 Medical Director shall cooperate in planning, updating, and following applicable sections of the County's Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill and emergency management drills.

4.16 Controlled Substances, Medical Equipment and Supplies.

4.16.1 In accordance with Chapter 401, Florida Statutes, and Rule 64J-1.004(3) (c), Florida Administrative Code, Medical Director shall possess proof of current registration as a Medical Director with U.S. Department of Justice, DEA, to provide controlled substances to and EMS provider. The DEA registration shall be maintained on file with the County, which shall maintain copies and make them readily available for inspection. The County will forward

all renewal documents as received from DEA to Medical Director in order to ensure continuous registration and will reimburse for the cost of such registration. Copies of the physician license and registrations must be provided to the County.

4.16.2 Medical Director shall formulate and ensure adherence to detailed written procedures to cover the purchases, storage, use and accountability for medications, fluids, and controlled substances used by EMS personnel, in accordance with Chapters 499 and 893, Florida Statutes, and Rule 64J-1.021, Florida Administrative Code.

4.16.3 Medical Director shall ensure and certify that security procedures of all EMS providers for medications, fluids, and controlled substances are in accordance with Chapters 499 and 893, Florida Statutes, and Rule 64J-1.021, Florida Administrative Code.

4.16.4 Medical Director shall establish a list of mandatory equipment, medications, and medical supplies that must be on board transport and non-transport vehicles to respond to EMS incidents.

4.16.5 Medical Director shall conduct an ongoing comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the EMS system and excellence in patient care.

4.16.5.1 In conducting the review, Medical Director shall take into consideration that the results of the quality assurance review of medical literature, input from interested physicians, and EMS personnel.

4.16.5.2 Medical Director shall complete the comprehensive review of all EMS system medical supplies and equipment and present the proposed changes to the County's Office of Emergency Medical Services Director for approval prior to the end of each Fiscal Year.

4.16.6 Medical Director shall ensure the following criteria are met prior to activating new medical equipment or supplies within the EMS system:

4.16.6.1 Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available system data; and

4.16.6.2 All protocols related to the medical equipment or supplies have changed and evaluated to ensure consistency and accuracy; and

4.16.6.3 Protocols, supporting documents and implementation instructions are distributed to EMS personnel prior to training or implementation, and training has been completed, if necessary, prior to implementation.

4.17 Infectious Disease Control Policy.

4.17.1 Medical Director shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure

of EMS personnel to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

4.17.2 Medical Director shall be available, in conjunction with the County's Infectious Disease Control Officer for consultation from filed personnel to determine the significance of any bodily fluid exposure and suggest appropriate action for such an exposure in accordance with the County's existing Worker's Compensation policies and procedures.

4.18 Personal Services Agreement. This Agreement is a personal services agreement based on the qualifications of the Physician and the services required hereunder shall be performed by Physician.

4.19 Professional Judgment. The County acknowledges and agrees that it shall not exercise control or direction over the means, methods, or manner by which the Physician exercises professional judgment in the provision of the Medical Director Services.

5. Insurance/Limits of Liability. Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by the County. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

6. Termination.

6.1 Early Termination may occur as follows:

- A. This Agreement may be terminated by Physician, with or without cause, upon not less than ninety (90) days written notice delivered to County.
- B. County may terminate this Agreement in whole or in part and without cause, upon not less than ninety (90) days written notice, delivered to Physician.
- C. Either party may terminate this Agreement immediately in the event that the other party fails to fulfill any of the terms, understandings or covenants of this Agreement; provided, however, the non-breaching party has given the breaching party thirty (30) days' prior written notice of such failure affording the breaching party the opportunity to cure any claimed breach and such party fails to cure within the thirty (30) day period.

6.2 At such time as this Agreement is terminated, whether at the expiration date or upon termination, Physician shall:

- A. Stop work on the date and to the extent specified.

- B. Transfer all work in process, completed work, and other materials related to the terminated work to the County.
- C. Continue and complete all parts of that work that have not been terminated, if any.
- D. Upon termination of this Agreement neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly or by implication made to extend beyond the term of this Agreement.

7. **Payments.** Payment shall be made by the County pursuant to the Florida Local Government Prompt Payment Act on a bi-weekly basis after submittal and approval of timesheets by Fire Chief.

8. **Contingency.** The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the County. In the event that an annual appropriation is not granted by the County, then Physician shall have the option to terminate this Agreement effective with the last date covered by the prior appropriation granted by the County.

9. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

10. **Ownership of Documents.** Any documents created by Physician (such as protocols or teaching materials) during term of this Agreement belongs to Physician and Physician grants to the County a non-exclusive license to use disseminate such documents which may be reproduced and copied without further acknowledgment or permission of Physician.

11. **Successors and Assigns.** Physician shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without written consent of the County. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

12. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

13. **Records.** Physician shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. Upon ten (10) business days' written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers, and memoranda excluding

computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. Physician shall retain all records required to be kept under this Agreement for a minimum of five (5) years, and for at least four (4) years after termination of this Agreement. Storage of medical records required by Federal and State Statute in excess of the times stated herein and subsequent to the termination of this Agreement shall be revisited by the parties at such time as any transition period is established to accommodate the termination of this Agreement. Physician shall keep such records as are necessary to document the provision of service under this Agreement and expenses as incurred and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of Physician to maintain appropriate records to insure a proper accounting of all collections and remittances. Physician shall be responsible for re-payment of any and all audit exceptions that are properly identified by the Auditor General for the State of Florida, the Jackson County Clerk of Court & Comptroller, the County, or their agents or representatives.

14. Governing Law, Venue Interpretation, Costs, and Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State. Venue for any dispute regarding this Agreement shall be in the courts of Jackson County, Florida. This Agreement is not subject to arbitration.

15. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstances or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions, and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement. The County and Physician agree to reform the Agreement to replace any stricken provision with a valid provision that comes close as possible to the intent of the stricken provision.

16. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the County and Physician agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.

17. Nondiscrimination. Physician and the County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Physician and County agree to comply with all Federal and Florida Statutes, and all local ordinances, as applicable, relating to non-discrimination.

18. No Solicitation/Payment. Physician and the County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide

employee working solely for it, to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bon a fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

19. No Personal Liability. No covenant to provision contained herein shall be deemed to be a covenant or provision of any member, officer, agent or employee of the County and no member, officer, agent or employee of the County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of execution of this Agreement.

20. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regraded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Counterparts may be exchanged via facsimile or electronic delivery.

21. Amendments and Assignments. No amendment or assignment of this Agreement shall be valid without the prior written consent form the County and/or Physician, as the case may be.

22. Independent Contractor. The parties intend that with regard to the provisions of this Agreement, the parties are and shall remain independent contractors and neither party shall receive any benefit except as set forth in this Agreement. Further, at all times and for all purposes hereunder, Physician is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be construed as to find Physician or any of its employees, contractors, servants, or agents as the employees of the County, and they shall be entitled to none of the rights, privileges or benefits of employees of the County. Nothing herein shall be construed to create a joint venture, partnership or agency between the parties.

23. Compliance with Law. In carrying out its obligations under this Agreement, both parties shall abide by all statutes, ordinances, laws, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, laws, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-breaching party to terminate this Agreement immediately upon delivery of written notice of termination to the other party.

24. Licensing and Permits. Physician shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, county, municipal.

25. Notice. All notices by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by nationally recognized expedited delivery (for which evidence of receipt is required). Notice shall be deemed as given on the date of receipt of the notice or communication, as indicated on the signed and dated

receipt or acknowledgment, or on the date of delivery, addressed to the representatives of Physician and the County as follows:

If to Physician: Colby Scott Redfield, MD
2001 Chatsworth Way
Tallahassee, Florida 32309

If to County: Wilanne Daniels
County Administrator
2864 Madison Street
Marianna, Florida 32448

with copy to: Michelle Blankenship Jordan
Attorney at Law
1512 Highway 90
Chipley, Florida 32428
michelle@blankenshipjordanpa.com

In the event the representatives change after execution of this Agreement, notice of the name of the new representative shall be furnished in writing to the other party and a copy of such notification shall be attached to the Agreement. Such notification in writing shall not require further amendment.

26. Proprietary Information. Neither party shall use the name of the other or any confusingly similar adaptation thereof, or any trade-name, personal name, trademark, trade device, service mark symbol, image, icon, logo, or any abbreviation, contraction or simulation thereof owned by the other, or likeness of the other party or its staff, in any publicity, news release, written advertising or promotional literature, (“Proprietary Information”) without cease immediately upon consent of the other party in each case. Any permitted usage will cease immediately upon termination of this Agreement.

27. Protected Health Information: As may be applicable, the parties shall instruct their employees to hold as confidential any protected health information (“PHI”) acquired as a result of this Agreement. Any and all use or disclosure of patient information must be made in accordance with Sections 501.171,394.4615, 395.3025 and 456.057, Florida Statutes, as applicable, and in accordance with any other applicable state and federal law, including the Health Insurance and Portability and Accountability Act of 1996 (“HIPPA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any and all implementing regulations. During the term of this Agreement, except as otherwise required by

state and/or federal law, each party agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees, and agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.

28. Entirety of Agreement. This Agreement sets forth the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered, or modified except by mutual written Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Jackson County, Florida, through its Board of County Commissioners, signing by and through Chairman, and Colby Scott Redfield, MD, individually.

Dated this _____ day of , 2021.

ATTEST:

Clayton O. Rooks, Clerk of Court
Deputy Clerk

Michelle Blankenship Jordan
Attorney for Jackson County

COUNTY
Jackson County Florida
Board of County Commissioners

James Peacock
Chairman

PHYSICIAN

Colby Scott Redfield, MD