

Board of County Commissioners Agenda Request

Date of Meeting: June 6, 2023

Date Submitted: May 26, 2023

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Kris Hood, EMS Director

Subject: Medical Director Services Agreement

Statement of Issue:

This agenda item is presented to the Board for approval of the Medical Director Services Agreement between the Gadsden County Board of County Commissioners and Colby Redfield M.D.

Background:

Gadsden County Emergency Services is an advanced life support emergency medical service licensed through the Florida Department of Health. Pursuant to Section 401.265 Florida Statutes and Florida Administrative Code Rule 64J-1.004, Gadsden County Emergency Services must retain a duly licensed Florida Physician to serve as the Departments Medical Director. The current Medical Director Agreement will terminate September 30, 2023.

Analysis:

An EMS Service Medical Director is an integral part of the healthcare system and instrumental to many key aspects of EMS operations including, but not limited to, medical guideline development, clinical oversight, training and disaster preparedness. All licensed EMS healthcare providers function directly under the umbrella of the medical director's license and are agents of the physician.

Dr. Colby Redfield has been interviewed by all Gadsden County Emergency Services Officer Staff and thoroughly vetted. There is consensus among all Department Officers that Dr. Redfield's diverse experience, EMS related training, commitment to evidence based medicine and EMS research will continue to benefit the department and improve the healthcare provided to the community.

Dr. Colby Redfield is actively involved with the agency day to day. He participates and performs ride along monthly with ems calls, completes medical quality assurance on all patient reports. Dr. Colby Redfield practices the most up to date techniques and medicine, thus this ensures that the agency is treating the citizens and the community of Gadsden County with utmost proficiency.

Fiscal Impact:

The fiscal impact to the County will be \$33,000.00 annually. This has been included as line item for budget 2022-2023.

Options:

1. Approve the Agreement for the Medical Director Services and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

- Medical Director Service Agreement
- Business Associate Agreement
- Physician's Curriculum Vitae

MEDICAL DIRECTOR SERVICE AGREEMENT
GADSDEN COUNTY
EMERGENCY MEDICAL SERVICES PROGRAM

AGREEMENT made this ____ day of _____, 2023, between Colby Redfield, (Medical Director), and Gadsden County, Florida (County).

WHEREAS, Medical Director and the County desire to enter into a Medical Director Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties to this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Services Medical Director Services in Gadsden County.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. AGREEMENT

This Agreement constitutes the entire Medical Director Service Agreement between the Parties with respect to the provision of Medical Director services, shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement shall govern exclusively the obligations of the Parties.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS

"Advanced Life Support" or "ALS" is as defined in Section 401.23, Florida Statutes.

"Advanced Life Support Service" is as defined in Section 401.23, Florida Statutes.

"Ambulance Services" means the emergency, non-emergency, inter-facility, critical care, and other Specialized Rescue and other specialized transport services offered by Gadsden County.

"Ambulance" or "emergency medical services vehicle" is as defined in Section 401.23, Florida Statutes.

"Ambulance Driver" means any person who meets the requirements of Section 401.281, Florida Statutes and related administrative rules.

"Basic Life Support" or "BLS" is as defined in Section 401.23, Florida Statutes.

"Board" means the Gadsden County Board of County Commissioners.

"Caller" means a person accessing the EMS system through the public safety answering point

"Continuing Medical Education" or "CME" means the required Continuing Medical Education for the continuing and remedial education and training of all EMS Personnel.

"County" means Gadsden County, Florida, a political subdivision of the State of Florida.

"County Administrator" means the County Administrator for the County.

"Department" means the State of Florida Department of Health, Bureau of Emergency Medical Services.

"EMS Director" means the Director of the Gadsden County Emergency Medical Services.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS Program.

"Emergency Medical Dispatcher" or "EMD" means a paramedic who is specially trained and certified to provide pre-arrival instructions and priority dispatch in accordance with the Priority Dispatch Protocols.

"Emergency Medical Technician" or "EMT" is as defined in Section 401.23, Florida Statutes.

"EMS" or "Gadsden County EMS" means the Gadsden County Emergency Medical and Transport Services.

"EMS Emergency" means any occurrence or threat thereof, in the County or any municipality therein, or in any surrounding County or Counties which may result in unexpected increased demand for EMS services and is designated as such by the County Administrator.

"EMS Personnel" means the Physicians, Paramedics, Registered Nurses, Emergency Medical Technicians, Emergency Medical Dispatchers and Transport drivers employed by Gadsden County.

"EMS Program" means the network of organizations and individuals established to provide emergency medical services to citizens of the County and include: all ALS and Critical Care Ambulance Services, all ALS and BLS First Response Services, EMS Communications Center operations, Medical Direction Services, citizen CPR training and public education. The EMS Program does not include the County's Fire Department and its personnel.

"First Responder Services" means the rapid response of EMS Personnel to medical and traumatic emergencies to provide patient assessment and ALS or BLS patient care, as necessary, at the scene of an emergency and Specialized Rescue services.

"First Responders" means any municipality, fire districts, entities or any future entities under contract with the EMS Program and located within Gadsden County that possesses (1) a valid Certificate of Public Convenience and Necessity, and (2) a valid agreement with the County to provide ALS or BLS First Responder Services.

"Fiscal Year" means the period commencing October 1 in any given year and ending September 30 of the following consecutive year.

"Medical Direction" or "Medical Direction Services" means the (1) clinical oversight and leadership, protocol and policy development (offline and online medical control), policy effectiveness research, (2) making of recommendations for medical supply and equipment standards, (3) Quality Assurance and Quality Improvement services including the investigation of complaints, (4) the certification, re-certification including "charge" testing of EMS personnel, (5) the identification of training deficits in the EMS System and the approval of all CME training materials and curriculum, (6) periodic field observation of EMS Personnel rendering patient care, (7) participating in medical research and clinical trials of new treatments or equipment as appropriate.

"Medical Director" means the physician who (1) is a duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in emergency medicine, and (4) has a valid agreement with Gadsden County, to serve as the clinical leader of the EMS Program.

"Mental Health Inter-facility Transport Services" means the inter-facility transportation of mental health clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

"Paramedic" is as defined in Section 401.23, Florida Statutes.

"Party" or "Parties" means either the County or Medical Director, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

"Performance Requirements" means the requirements of this Agreement intended to ensure (1) clinical and operational performance is consistent with approved medical standards and protocols; (2) Medical Director is diligent in its effort to detect and correct performance deficiencies; (3) Medical Director assists the County in upgrading the performance and reliability of the EMS Program; and (4) Medical Director meets all the requirements of providing Medical Direction Services.

"Priority Dispatch Protocols" means the interrogation protocols and pre-arrival instructions, as set forth in the "Advanced Medical Priority Dispatch System" (AMPDS) guidelines developed by the National Academy of Emergency Medical Dispatch (NAEMD), or any successor method approved by the County Administrator and the Medical Director.

"Protocols" means protocols, procedures and standards to be followed by all EMS personnel including, but not limited to, clinical treatment protocols; standing orders; multiple casualty incident and disaster protocols; transport protocols including hospital destination, hospital bypass and first Responder transports; trauma transport protocols and use of helicopter ambulances; protocols for the transfer of patient care and professional interaction between EMS personnel; on-scene medical authority; standard for allowed clinical procedures; policies and protocols to govern Specialized Rescue teams and situations, standards for patient care reporting and record keeping; standards for Baker Act transport services and wheelchair vehicle service.

"Quality Assurance Review" means an audit, inquiry or review, by the Medical Director into procedures and practices of EMS Personnel. The review may be conducted on an individual EMS incident basis or on an overall EMS Program performance or compliance basis.

"Registered Nurse" means a person licensed to practice professional nursing pursuant to the provisions of Chapter 464, Florida Statutes and any successor statute.

"Response Vehicle(s)" means the emergency response vehicle(s) owned, insured, equipped and operated by Gadsden County for the purpose of responding to emergencies to render assistance and to observe the operation of the EMS System.

"Specialized Rescue" means the hazardous materials response team(s), tactical (SWAT) EMS teams, and technical rescue teams provided by Gadsden County to mitigate emergency situations and effect the rescue of Patients.

"State of Emergency" means a Disaster which has been declared by proclamation of the United States, State, County, or a municipality in the County.

"State" means the State of Florida.

"Wheelchair Transport" means the services and vehicles for the transport of wheelchair bound clients within the County.

SECTION 202. TERMS GENERALLY

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

**ARTICLE III
REPRESENTATIONS**

SECTION 301. REPRESENTATIONS OF COUNTY

The County represents to Medical Director that each of the following statements is presently true and correct:

(a) Existing. The County is a political subdivision of the State of Florida and has all requisite power and authority to carry on its business as now conducted, and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been duly executed and delivered by the County and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the County.

SECTION 302. REPRESENTATIONS OF MEDICAL DIRECTOR

Medical Director represents and warrants to the County that each of the following statements is presently true and correct:

(a) Due Authorization. This Agreement has been duly authorized by all necessary actions on the part of, and has been duly executed and delivered by, Medical Director, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Medical Director; or (iii) or any other agreement or instrument in existence on the date of this Agreement to which Medical Director is a party.

(b) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Medical Director enforceable against Medical Director in accordance with the terms thereof.

(c) No Litigation. There is no pending, or to the knowledge of Medical Director, threatened actions or proceedings before any court or administrative agency to which Medical Director is a party, questioning the validity of this Agreement or of any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(d) Capability and Qualification. Medical Director is fully capable and qualified to perform his obligations hereunder.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF MEDICAL DIRECTOR

SECTION 401. MEDICAL DIRECTOR

(a) Medical Director shall provide clinical leadership to the EMS Program and serve as its sole Medical Director. The parties acknowledge that the position of Medical Director is a part time position. It is expected that Medical Director will continue his primary employment as an emergency department physician and nothing herein is intended to interfere with Medical Director's usual and customary duties as an emergency department physician. Medical Director shall also be entitled to reasonable time to attend continuing education programs, professional enrichment and for vacation. Should the Medical Director intend to voluntarily resign the position, he/she shall continue to serve as the Medical Director until the earlier of the date a replacement physician is approved by the County or until 120 days following the date on which Medical Director provides a written resignation. Medical Director shall be deemed to be a part-time employee of County during the period in which he is performing his duties hereunder. The express purpose of having Medical Director serve as a part-time employee of County is so that the protections of sovereign immunity will apply to his activities performed pursuant to this Agreement.

(b) Qualifications of the Medical Director. Medical Director shall:

- 1) Be a duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
- 2) Be experienced in adult and pediatric pre-hospital care and board certified in emergency medicine by the American Board of Emergency Medicine and/or Emergency Medical Services; and
- 3) Meet the requirements of the Department through applicable Florida Statutes and Administrative Code. This includes, without limitation, Section 401.265, Florida Statutes and Florida Administrative Code Rule 64J-1.004.

(c) Duties and Responsibilities of the Medical Director. Medical Director shall:

- 1) Assume Medical Direction for the clinical activities performed by all EMS Personnel performing within the EMS Program according to medical protocols.

2) Discharge all duties identified in Florida Statutes, Florida Administrative Code and in any EMS rules, regulations, standards or protocols as may exist from time to time. Without limitation, the duties and responsibilities for EMS medical directors set forth in Florida Administrative Code Rule 64J-1.004, as may be amended from time to time, are incorporated by reference.

3) Be an active participant in a statewide physician group involved in pre-hospital care.

4) Be an active participant in the EMS physicians' group organization that promotes high performance EMS Programs.

(d) Nothing contained in this Agreement is intended to impose any duty or responsibility on Medical Director to provide any patient care services at any time, including periods when Medical Director is on the scene providing direct field observation of EMS Personnel in the performance of their duties.

SECTION 402. MEDICAL OPERATIONS PROTOCOL

(a) Comprehensive Review. Medical Director shall develop and conduct an on-going and comprehensive review of all written Protocols, rules, regulations and standards as may be necessary to ensure reliable service delivery in the EMS Program and appropriate patient care. In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the EMS Advisory Council and interested physicians, EMS Personnel, and the County.

(b) Criteria for Implementing Changes. Medical Director shall ensure that the following criteria are met prior to activating a new protocol or procedure within the EMS Program:

1) Protocol has been thoroughly researched and supported by medical literature, field evaluation where applicable, and the analysis of available EMS Program data;

2) Such research and data is fully documented;

3) Protocol has been reviewed by the EMS Director;

4) All Protocols that relate to the Protocol being amended are evaluated to ensure consistency and accuracy;

5) All supporting Protocols such as medication formulary, procedures and related Protocols are updated simultaneously;

6) Protocols, supporting documents, implementation instructions are distributed to the EMS Director prior to training or implementation;

7) Training has been completed if necessary, prior to implementation, and

8) All criteria are met prior to requesting the purchase of medical supplies, equipment or medications.

(c) On-Going Review and Publication of Addendums to Protocols. Upon review and approval of any Addendum by the Medical Director, the Protocols shall be updated in the form of an "Addendums to Protocols" as a current on-going document to be part of the Gadsden County EMS Protocols. The Gadsden County EMS Medical Protocols and each year shall include the effective date.

(d) Final authority for implementing all medical Protocols shall rest with the Medical Director.

(e) Printing and Distribution. Gadsden County EMS shall distribute an electronic copy of the Medical Protocols with approved Addendums to each Certified Paramedic employed by Gadsden County EMS, every Ambulance, and multiple copies for archival purposes. Gadsden County EMS shall make an electronic version available to each Paramedic and/or EMT that becomes affiliated with the EMS Program during the year. Gadsden County shall obtain and retain a written confirmation of receipt from Certified Paramedics for each annual set of Medical Protocols issued. Such written confirmation of receipt shall state clearly that Certified Paramedics are individually accountable and obligated to follow all rules, regulations and protocols of the EMS Program.

(f) Costs. Without limitation as to other Sections of this Agreement, all costs incurred by Medical Director in the implementation of this Section 402 shall be paid by County.

SECTION 403. CONTINUING MEDICAL EDUCATION

(a) Medical Director shall be responsible for ensuring the quality of the CME training provided to the EMS Program by:

1. Reviewing and approving all curriculum and courses for the CME training program prior to EMS Personnel being trained;
2. Recruiting subject matter experts or curriculum consultants to the core and remedial CME programs;
3. Assisting in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program;
4. Evaluating the educational effectiveness of instruction, courses and programs in consultation with the CME provider;
5. Approving and participating in, an annual advanced airway class to include, but not limited to, surgical airway procedures, rapid sequence induction and intubation, delayed sequence induction and intubation with associated pharmacology.
6. Monitoring and auditing two CME class sessions per year.

SECTION 404. QUALITY MANAGEMENT

Medical Director shall apply recognized quality management principles in his efforts to continuously improve Medical Direction Services. Medical Director and the County shall

endeavor to apply recognized quality management principles in their collaborative efforts to improve the EMS Program.

SECTION 405. QUALITY ASSURANCE AND IMPROVEMENT

(a) Quality Assurance Review. Medical Director shall establish procedures for routine auditing of EMS Program performance and adherence to Protocols on individual EMS incidents and overall EMS Program compliance. The purpose and tone of the Quality Assurance Review process shall be positive and educational. Medical Director may, at any time and without limitation, conduct a Quality Assurance Review investigation or audit to ensure that EMS Personnel comply with the Protocols and Rules and regulations. Medical Director shall take actions necessary, in accordance with Section 409 of this agreement to ensure that EMS Personnel conduct themselves professionally, have appropriate clinical assessment and treatment skills, appropriate clinical and operational decision-making skills, and adhere to protocols, rules and regulations. Medical Director may require remedial training and/or preceptorship of EMS Personnel. Such remedial training may be conducted by the Medical Director. The method and extent of the investigation employed during any given Quality Assurance Review shall be determined by the Medical Director in consultation with the EMS Director or his appointed agent.

Any individual or agency may request a Quality Assurance Review of any EMS incident in which they were involved, including;

1. the general public;
2. the Patient, Patient's legal guardian, health care surrogate or power of attorney;
3. the Patient's personal physician;
4. hospital or health care facility personnel;
5. the Ambulance-First Response agency; and
6. any individual EMS Personnel.

The Medical Director may also conduct special audits in response to observations or customer feedback given to the County, Medical Director, or EMS Director.

(b) Emergency Medical Review Committee. Medical Director shall establish an emergency medical review committee or committees in accordance with the provisions of Section 401.265, F.S. Medical Director may assemble such committee(s) on an ad hoc basis to serve in the capacity of a peer review board.

(c) Registries. Medical Director shall oversee the collection, maintenance and accuracy of data collected, retrieved and stored by Gadsden County EMS on EMS incidents Medical Director shall regularly share and report all such data to EMS Personnel to continuously improve the EMS Program in accordance with this Section.

SECTION 406. MEDICAL EQUIPMENT AND SUPPLIES

(a) Comprehensive Review. Medical Director shall conduct an on-going and 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. In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the EMS Advisory Council, interested physicians, EMS Personnel, and the County. Medical Director shall complete his comprehensive review of all EMS Program medical supplies and equipment and present the proposed changes to the EMS Director in accordance with the budget cycle schedule of County. County shall provide all EMS medical equipment, medications and medical supplies and all systems and personnel necessary for ordering, storing, distributing, tracking and replacing such items.

(b) Criteria for Implementing Changes. Medical Director shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS Program:

- 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 EMS Program data;
- 2) Such research and data is fully documented;
- 3) All Protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy;
- 4) Training has been completed, if necessary, prior to implementation;
- 5) Appropriate budget approval has been obtained for such changes.

(c) Inventory Control. Medical Director shall develop and assist County in the County's implementation and maintenance of inventory control standards including the minimum and maximum numbers of EMS medical equipment, medications and medical supplies to be stocked on Ambulances, ALS and BLS First Response Units (both transport and non-transport capable) and Specialized Rescue Units. Further, Medical Director shall establish such standards for Ambulance Stations and ALS and BLS First Response stations. Medical Director shall establish a listing of mandatory equipment, medications and medical supplies that must be on board an Ambulance or ALS First Response unit for it to respond to EMS incidents. County shall provide all EMS medical equipment, medications and medical supplies for all such units and all systems and personnel necessary for ordering, storing, distributing, tracking and replacing such items.

(d) Final authority with regard to decisions relating to medical equipment and supplies shall rest with the Medical Director.

SECTION 407. CERTIFICATION OF EMS PERSONNEL

Certification Process. Medical Director shall assist County in validating that all EMS Personnel meet the initial requirements and continuously comply with the established standards as required by Section 401.27, Florida Statutes, and related administrative rules. Medical Director shall have oversight and authorization responsibility for all annual medical review evaluations of Ambulance-First response paramedic personnel.

SECTION 408. PERSONNEL

The Parties understand that the EMS Program requires professional and courteous conduct at all times.

SECTION 409. DISASTER ASSISTANCE AND PLANNING

Immediately upon notification by the County of a Disaster, State of Emergency or EMS Emergency, County shall commit all resources as are available, necessary and appropriate, given the nature of the disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or EMS Emergency has occurred. Medical Director will actively cooperate in planning, updating, and following the Gadsden County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill critiques and participating when available in meetings of emergency management officials, and for emergency management drills and activation of Emergency Operations Center. While Medical Director will assist County during a Disaster, State of Emergency or EMS Emergency, the parties recognize that Medical Director's primary responsibility during such events remains as an emergency room physician where he can provide direct patient care.

SECTION 410. ETHICS AND COMPLIANCE

Medical Director shall always conduct his business and perform his responsibilities under this Agreement in accordance with ethical business practices. Medical Director shall provide services hereunder in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Medical Director further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding the determination of medical necessity. Medical Director shall assist the EMS Program in maintaining ambulance billing compliance programs implemented by the EMS Program.

SECTION 411. ACCESS TO RECORDS

Medical Director shall, in accordance with 42 U.S.C. s.1395x(v)(1)(l) and 42 C.F.R. Part 420, Subpart D s.420.300 et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Medical Director's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. In accordance with such laws and regulation, if Medicare reimbursable services provided by Medical Director under this Agreement are carried out by means of a subcontract with an organization related to Medical Director, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve-month period, the subcontract between Medical Director and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. COMMUNICATIONS INFRASTRUCTURE

Except as otherwise provided herein, the County shall furnish, own and maintain, at no cost to Medical Director, the following equipment:

1. Laptop or tablet with appropriate security as to meet HIPAA requirements.
2. Portable Radio
3. Officers Uniform

Initial installation of all such equipment and maintenance throughout the life of this Agreement shall be the responsibility of the County.

SECTION 502. PROPERTY, PLANT AND EQUIPMENT

It is the sole responsibility of County to provide all property, plant and equipment necessary for the operation of the Gadsden County EMS. County shall be responsible for appropriate and timely maintenance of all such property, plant and equipment in a manner that assures adequate and appropriate access to EMS services.

SECTION 503. MEDICATIONS AND SUPPLIES

As noted above, County shall provide all EMS medications and medical supplies and all systems and personnel necessary for ordering, storing, distributing, tracking and replacing such items.

SECTION 504. PERSONNEL

All personnel necessary to operate the Gadsden County EMS shall be employed by or under contract to County. County shall be responsible for all salaries, wages, and benefits for all such personnel. To the extent necessary and in the manner contemplated herein, County shall pay for all costs associated with such personnel including all training and education. County shall maintain a full-time EMS Director to oversee day-to-day operation of the Gadsden County EMS and such support staff as reasonably necessary to efficiently and effectively operate Gadsden County EMS.

SECTION 505. OTHER SUPPORT SERVICES

County shall provide all appropriate support services necessary for the operation of Gadsden County EMS and the duties of Medical Director, including, without limitation, legal, accounting, information technology (hardware, software and personnel), risk management, quality assurance services, records retention and public information.

SECTION 506. COMPLIANCE WITH LAWS

County, with the assistance of Medical Director, shall operate the Gadsden County EMS in a manner that is consistent with all applicable federal, state and local laws and the protocols, rules and regulations of EMS.

SECTION 507. COSTS

Except as otherwise expressly stated herein, it is the intent of the parties that all costs associated with the Medical Direction Services shall be paid by County and not Medical Director. When Medical Director incurs costs associated with Medical Direction Services, such costs shall be reimbursed to Medical Director upon presentation of appropriate documentation thereof. Before incurring such costs, absent an emergency situation, shall be approved in advance by the EMS Director or County Administrator.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

County shall pay for and maintain worker's compensation and liability insurance for Medical Director in the manner provided other similarly situated persons working for County. Notwithstanding the foregoing, it is still the intent of this Agreement to establish a relationship between County and Medical Director that confers sovereign immunity on Medical Director for the services performed in accordance with this Agreement.

SECTION 602. INDEMNIFICATION

Medical Director covenants and agrees that he will indemnify and hold harmless the EMS Program and the County and all of their officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any intentional or grossly negligent action or omission by Medical Director, during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject.

By entering into this Agreement, neither Party intends to waive and does not waive any sovereign immunity rights that it possesses.

**ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS**

SECTION 701. COMPENSATION

County shall pay Medical Director, for the provision of Medical Direction services, the annual amount of Thirty-Three Thousand Dollars and No Cents (\$33,000.00). Payments shall be made

biweekly in arrears in approximately equal payments. Medical Director shall file a report of activities monthly to the EMS Director. The parties hereby acknowledge that the duties of Medical Director will not require enough hours to make Medical Director eligible for benefits from County beyond the compensation stated herein. Should Medical Director become eligible for benefits, Medical Director hereby waives his right to receive them. The sole compensation for services by Medical Director is the amount stated herein.

SECTION 702. AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives may inspect Medical Director's operations for quality assurance purposes. Medical Director shall make available to the County for its examination his written records with respect to all matters covered by this Agreement. Medical Director shall provide the County with direct access to his Quality Assurance and Quality Improvement data and database systems in the format requested by the County, at no additional cost to the County, to the extent Medical Director maintains such data separate from the County. Databases and reports shall be in a mutually-agreeable format. The County's right to observe and inspect operations or records in Medical Director's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Medical Director in advance of any such visit. Medical Director shall retain all records pertaining to this Agreement for a period of at least five (5) years after final payment is made.

SECTION 703. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for any fiscal period, the County shall notify Medical Director of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

**ARTICLE VIII
TERM AND TERMINATION**

SECTION 801. TERM

This Agreement shall be for two (2) years, commencing October 1, 2023 and ending September 30, 2025. This Agreement may be renewed after the initial term upon mutual consent of both parties hereto and upon such terms and conditions as may be negotiated. Each party shall provide at least ninety (90) days notice to the other of its intent to renew.

SECTION 802. TERMINATION

(a) Termination for Cause. This Agreement may be terminated by either party for cause if at any time the other party fails to fulfill or abide by any of the terms or conditions of this Agreement. "Cause" shall include, but not be limited to, substantial breach of any covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of covenant or warranty, the non-defaulting party shall provide written notice of such breach and the defaulting

party shall have the opportunity to cure such breach within five (5) calendar days of receipt of such notice.

(b) Termination Without Cause. This Agreement may be terminated at will at the option of the County upon sixty (60) days written notice and by the Medical Director upon one hundred and twenty (120) days written notice. In the event of such notice by the County, the Medical Director shall be entitled to all compensation earned to the date of termination.

ARTICLE IX MISCELLANEOUS

SECTION 901. ASSIGNMENT

Medical Director shall not assign any portion of this Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, at the option of the County, shall not convey any rights to the assignee.

SECTION 903. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County:

Edward J. Dixon

County Administrator

Board of County Commissioners of Gadsden County, Florida

P.O. Box 1799

Quincy, Florida 32351

If to Medical Director:

Colby Redfield, M.D.

2001 Chatsworth Way

Tallahassee, Florida 32309

SECTION 904. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 905. OTHER DOCUMENTS

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement. Without limitation, the parties agree to enter into such agreements as may be required to comply with the privacy requirements of the Health Insurance Portability and Accountability Act of 1996.

SECTION 906. APPLICABLE LAW

The law of the State shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 907. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 908. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

SECTION 909. RELATIONSHIP

The Gadsden County EMS Medical Director shall provide professional medical care for all emergency-response patients in Gadsden County. The Medical Director shall assist in and share the responsibility for the establishment of high standards of medical care, be accountable to County for the administration of such standards of medical care, and assist County in the general management and supervision of operations and the training of EMS medical personnel.

The parties do hereby agree to affiliate and cooperate for their mutual benefit in the operation of the Gadsden County EMS program in order to accomplish the following purposes: (1) the provision of single high quality standard of health and medical services to the public; and (2) the provisions of EMS services.

It is expressly agreed and acknowledged by the parties that Medical Director is, at all times hereunder, acting and performing as an employee of Gadsden County, in furnishing professional medical services within the scope of the authority conferred by this Agreement. In accordance with Section 768.28(9)(a), Florida Statutes, no officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, such officer, employee, or agent shall be considered an adverse witness in a tort action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. The exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the state or any of its subdivisions or constitutional officers shall be by action against the governmental entity, or the head of such entity in her or his official capacity, or the constitutional officer of which the officer, employee, or agent is an employee, unless such act or omission was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The state or its subdivisions shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of her or his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

SECTION 910. RECORDS

For the services performed under this Agreement, the Medical Director shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the Medical Director in connection with the services performed under this Agreement.

IF THE MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, clerkofcourt@gadsdenclerk.com.

The Medical Director must comply with the public records laws, Chapter 119, F.S.; specifically the Medical Director shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the 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 Agreement and following completion of the Agreement if the Medical Director does not transfer the records to the County.
- d. Upon completion of the contract, at the County's sole and absolute discretion, either transfer, at no cost, to the County all public records in possession of the Medical Director or keep and maintain the public records required by the County to perform the service. If the Medical Director transfers all public records to the County upon completion of the Agreement, the Medical Director shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Medical Director keeps and maintains public records upon completion of the Agreement, the Medical Director shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Medical Director with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

SECTION 911. HEADINGS

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

MEDICAL DIRECTOR

DATE: _____

GADSDEN COUNTY, FLORIDA

BY: _____

DATE: _____

Kimblin NeSmith
CHAIRMAN, Gadsden County
Board of County Commissioners

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”), effective as of the ____ day of _____, 2023 (the “Effective Date”), by and between Colby Redfield (“Medical Director”) and Gadsden County, Florida (“County”) shall constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This Agreement shall apply because the Medical Director is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

WHEREAS, the County has contracted with the Medical Director to provide Emergency Medical Services Medical Director Services in Gadsden County pursuant to and in accordance with the terms of the Medical Director Service Agreement of even date herewith; and

WHEREAS, in the performance of his duties under the Medical Director Service Agreement, the Medical Director may have access to, custody of, or otherwise come into contact with Protected Health Information, as that term is hereinafter defined; and

WHEREAS, as a material condition of the Parties’ performance under the Medical Director Service Agreement, the Medical Director agrees to be bound by the terms of this Business Associate Agreement;

NOW, THEREFORE, for and in consideration of the covenants, promises, and obligations set forth herein, and other good and valuable consideration, including that set forth in the Medical Director Service Agreement of even date herewith, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties agree as follows:

The Medical Director certifies and agrees to abide by the following:

1. Definitions. Unless specifically stated in this Agreement, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - 1a. Protected Health Information. For purposes of this Agreement, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by or to the Medical Director from, or on behalf of, the County or any other agency or instrumentality of the State of Florida.
 - 1b. Security Incident. For purposes of this Agreement, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009

(ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Medical Director) that contracts with the County (or a party representing the County), a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).

3. Use and Disclosure of Protected Health Information. The Medical Director shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Medical Director shall not use protected health information other than as permitted by its contractual obligations to the County. The Medical Director shall not disclose protected health information without the prior written consent of the County. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Medical Director will use appropriate safeguards to prevent the use of protected health information for any purpose not in conformity with its contractual obligations to the County or the disclosure of protected health information for any purpose. The Medical Director will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Medical Director creates, receives, maintains, or transmits on behalf of the County.
4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Medical Director is permitted to use and disclose protected health information received from the County for the proper management and administration of the Medical Director or to carry out the contractual duties and legal responsibilities of the Medical Director, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law or where the Medical Director has a written agreement with the person to whom the protected health information is disclosed, which agreement was approved in writing by the County prior to contracting, that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Medical Director of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Medical Director will not divulge, disclose, or communicate protected health information to any third party for any purpose without the prior written consent of the County. The Medical Director shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Medical Director on behalf of the County agrees to the same terms, conditions, and restrictions that apply to the Medical Director with respect to protected health information. The Medical Director's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).
6. Access to Information. The Medical Director shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Medical Director shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.

8. Accounting for Disclosures. The Medical Director shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Medical Director shall document all disclosures of protected health information as needed for the County to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Medical Director shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Medical Director on behalf of the County, available to the Secretary of the Department of Health and Human Services (“HHS”) or the Secretary’s designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Medical Director shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Agreement.
 - 10a. To the County. The Medical Director will report to the County, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Agreement of which the Medical Director is aware. The Medical Director will report to the County, within twenty-four (24) hours of discovery, any security incident of which the Medical Director is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Medical Director to have been, accessed, acquired, used, or disclosed during such breach.
 - 10b. To Individuals. In the case of a breach of protected health information discovered by the Medical Director, the Medical Director shall first notify the County of the pertinent details of the breach and upon prior approval of the County shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Medical Director to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Medical Director to require urgency because of possible imminent misuse of unsecured protected health information, the Medical Director may also provide information to individuals by telephone or other means, as appropriate.
 - 10c. To the Media. In the case of a breach of protected health information discovered by the Medical Director where the unsecured protected health information of more than 500

persons is reasonably believed to have been accessed, acquired, used, or disclosed, after prior approval by the County, the Medical Director shall provide notice to prominent media outlets serving the State of Florida or relevant portion of the State of Florida involved.

- 10d. To the Secretary of Health and Human Services (HHS). The Medical Director shall cooperate with the County to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.
 - (i) Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Medical Director, and the Medical Director is a HIPAA covered entity, the Medical Director shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Medical Director shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Medical Director shall provide a copy of the notice to the County, along with the Medical Director's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Medical Director to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Medical Director shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the County.
- 10e. To Florida Department of Legal Affairs. The Medical Director shall cooperate with the County to provide notice to the Florida Department of Legal Affairs of unsecured protected health information that has been acquired or disclosed in a breach, and shall otherwise comply with the requirements of § 501.171, Florida Statutes, and applicable Florida law.
- 10f. Content of Notices. All notices required under this Agreement shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Medical Director.
- 10g. Financial Responsibility. The Medical Director shall be responsible for all costs associated with the notices required under and compliance with the terms of this Agreement.
11. Mitigation. Medical Director shall mitigate, to the extent practicable, any harmful effect that is known to the Medical Director of a use or disclosure of protected health information in violation of this Agreement.
12. Termination. Notwithstanding anything to the contrary contained in the Medical Director Service Agreement, the County shall have the right to terminate the Medical Director Service Agreement immediately upon a breach of this Agreement.
13. Disposal of Information. Upon expiration or termination of the Medical Director Service

Agreement between the Parties, the Medical Director shall return all protected health information that the Medical Director still maintains in any form, including any copies or hybrid or merged databases made by the Medical Director; or with prior written approval of the County, the protected health information may be destroyed by the Medical Director after its use. If the protected health information is destroyed pursuant to the County's prior written approval, the Medical Director must provide a written confirmation of such destruction to the County. If return or destruction of the protected health information is determined not feasible by the County, the Medical Director agrees to protect the protected health information and treat it as strictly confidential.

14. Indemnification; Hold Harmless. The Medical Director agrees to indemnify, defend, and hold harmless the County from and against any and all claims, demands, damages, liabilities, suits, actions or causes of action of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Medical Director, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Medical Director, its delegates, agents or employees, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Medical Director to provide the defense. Whether it elects to defend itself or to allow the Medical Director to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Medical Director shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Medical Director under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or the Medical Director Service Agreement between the Parties. By entering into this Agreement, neither Party intends to waive and does not waive any sovereign immunity rights that it possesses.

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, effective as of, though not necessarily executed on, the Effective Date.

MEDICAL DIRECTOR

DATE: _____

GADSDEN COUNTY, FLORIDA

BY: _____

DATE: _____

Kimblin NeSmith
CHAIRMAN, Gadsden County
Board of County Commissioners

Colby Redfield, M.D.

2001 Chatsworth Way
Tallahassee, FL 32309
(850) 766-0068
colby.redfield@gmail.com

WORK EXPERIENCE

- 04/2023- present Covalent Health
 - Chief Medical Officer
- 03/2023- present Archbold Medical Center
 - Moonlight in emergency department
- 11/2022- present Lake City Fire Department
 - Medical Director
- 10/2021- present Franklin County EMS
 - Medical Director
- 10/2021- present Calhoun County EMS
 - Medical Director
- 04/2021- present Century Ambulance
 - Medical Director and Chief Medical Officer Columbia County, FL
 - Medical Director and Chief Medical Officer Taylor County, FL
- 04/2021- present Jackson County Fire and Rescue
 - Medical Director
- 03/2021- present Madison County Fire and Rescue
 - Medical Director
- 07/2020- present Survival Flight
 - Associate Medical Director Survival Flight 19
 - Associate Medical Director Survival Flight 21
- 06/2020-06/2022 Curve Health
 - Medical Advisory Board Member
- 10/2019- present Gadsden County Emergency Services
 - Medical Director
- 07/2016-05/2023 Tallahassee Memorial HealthCare
 - Assistant Medical Director of Emergency Medical Services
 - April 2019- December 2022
 - Emergency Medical Transport Service Medical Director
 - April 2019-December 2022
 - Emergency Medicine Physician Group
- 2016- present Tallahassee Community College
 - Medical Director for Paramedic and EMT Programs
- 2016- present Florida State College of Medicine
 - Clerkship Faculty in Emergency Medicine
- 2016- present Alabama College of Medicine
 - Clerkship Faculty in Emergency Medicine
- 2013-2022 United States Army Reserves
 - Combat deployment in support of Operation Enduring Freedom (2018)
 - May- September
- 2009-2010 Tallahassee Memorial HealthCare
 - Emergency Department Scribe (Part-time)
- 2005-2008 Leon County Emergency Medical Service
 - Emergency Medicine Technician (Full-time)
- 2004-2005 Fitzwilliam Fire and Rescue Department
 - Firefighter and EMT-B (Paid on Call)

EDUCATION

2017 Board Certification in Emergency Medical Services
 2016 Board Certification in Emergency Medicine
 07/2015-06/2016 Emergency Medical Services Fellowship at Beth Israel Deaconess Medical Center
 07/2012-06/2015 Harvard Affiliated Emergency Medicine Residency at Beth Israel Deaconess Medical Center
 ■ Chief Resident (July 2014-June 2015)
 05/2008-06/2012 Florida State University College of Medicine: M.D.
 08/2004-05/2008 Florida State University: B.S., Exercise Science

HONORS AND AWARDS

2022 Florida EMS Medical Director of the Year
 2019 Leon County EMS Appreciation Award
 2015 Clinical Excellence Award at Beth Israel Deaconess Medical Center
 2012 Medical Student Professionalism and Service Award presented by ACEP
 2007 Alpha Epsilon Delta
 2006 Tau Epsilon Phi Brother of the Year

COMMITTEE AND OTHER ACTIVITIES

2014-15 Beth Israel Deaconess Medical Center Academy of Medical Educators
 ■ Associate Member
 2008-12 Emergency Medicine Student Association
 ■ President (2009-10)
 ■ Medical Student Council Representative (2008-09)
 2004-08 Tau Epsilon Phi
 ■ Philanthropy Committee Member (2007)
 ■ Risk Manager (2006)

CIVIC ACTIVITIES (COMMUNITY SERVICE and VOLUNTEERISM)

2015- present Volunteer EMS education lectures at local agencies
 2010 Science Students Together Reaching Instructional Diversity & Excellence
 ■ Lectured High School students on the cardiovascular system
 2008-2009 Covered the Uninsured Week Committee
 2007 United Way Campaign
 ■ Co-chair for Leon County EMS fundraising initiative
 2004-2007 Florida State University First Response Unit
 ■ Shift Supervisor (2005-07)

PROFESSIONAL AND SOCIETY MEMBERSHIPS

2013- present National Association of EMS Physicians
 2008- present American College of Emergency Physicians
 2008-2015 Emergency Medicine Resident Association
 ■ Representative Council program Representative for BIDMC , July 2012-June 2015
 ■ Medical Student Governing Council North East Coordinator, April 2011-April 2012
 ■ Medical Student Council South Region Representative, April 2010-April 2011
 2008-2015 Society of Academic Emergency Medicine
 ■ Resident Advisory Committee Member, April 2014-April 2015

PRESENTATIONS and PUBLICATIONS

Publications:

Olympia, R., Lubin,, J. S., Redfield, C. (2021). Analgesia. In *Prehospital Emergency Medicine Secrets* (pp. 272–274). Elsevier.

Olympia, R., Lubin, J. S., **Redfield, C.** (2021). Telemedicine and Emerging Telecommunications.. In *Prehospital Emergency Medicine Secrets* (pp. 302-303). Elsevier.

Redfield, C & Tlimat, A & Halpern, Y & Schoenfeld, D & Ullman, E & Sontag, D & Nathanson, L & Horng, S, (2019) Derivation and Validation of a Machine Learning Record Linkage Algorithm Between Emergency Medical Services and the Emergency Department, *Journal of the American Medical Informatics Association*, , ocz176, <https://doi.org/10.1093/jamia/ocz176>

Nguyen, Linh & Suarez, Stephen & Daniels, Jessica & Sanchez, Cristina & Landry, Kim & **Redfield, Colby.** (2019). Effect of Intravenous Versus Intraosseous Access in Prehospital Cardiac Arrest. *Air Medical Journal*. 10.1016/j.amj.2019.02.005.

J. Henning, Daniel & R. Carey, Jeremy & Oedorf, Kimie & E. Day, Danielle & S. **Redfield, Colby** & J. Huguenel, Colin & C. Roberts, Jonathan & Sanchez, Leon & E. Wolfe, Richard & Shapiro, Nathan. (2017). The Absence of Fever Is Associated With Higher Mortality and Decreased Antibiotic and IV Fluid Administration in Emergency Department Patients With Suspected Septic Shock. *Critical Care Medicine*. 45. 1. 10.1097/CCM.0000000000002311.

J Henning, Daniel & R Carey, Jeremy & Oedorf, Kimie & E Day, Danielle & **Redfield, Colby** & J Huguenel, Colin & C Roberts, Jonathan & Novack, Victor & Sanchez, Leon & E Wolfe, Richard & Shapiro, Nathan. (2016). Assessing The Predictive Value of Clinical Factors Used to Determine The Presence of Sepsis Causing Shock in the Emergency Department. *Shock* (Augusta, Ga.). 46. 10.1097/SHK.0000000000000558.

Henning, D. J., Oedorf, K., Day, D. E., **Redfield, C. S.**, Huguenel, C. J., Roberts, J. C., ... Shapiro, N. I. (2015). Derivation and Validation of Predictive Factors for Clinical Deterioration after Admission in Emergency Department Patients Presenting with Abnormal Vital Signs Without Shock. *Western Journal of Emergency Medicine*, 16(7), 1059–1066.

Redfield, C., & Fisher, J. (2015). Epiglottitis, Adult. In *Rosen & Barkin's 5-Minute Emergency Medicine Consult* (5th ed.). Philadelphia: Wolters Kluwer Health.

Redfield, C., & Fisher, J. (2015). Mastoiditis. In *Rosen & Barkin's 5-Minute Emergency Medicine Consult* (5th ed.). Philadelphia: Wolters Kluwer Health.

Redfield C, Luz J. How to Engage your Mentee. In: EMRA's How to be a Rockstar Mentor Handbook: A Resident's Guide to Mentoring the Medical Student, 2012.

Ricke TL, Hendry PL, Kalynych C, Buzaianu EM, Kumar V, and **Redfield C.** 2011. Incidence and Recognition of Elevated Triage Blood Pressure in the Pediatric Emergency Department. *Pediatric Emergency Care*. 27 (10): 922-927.

Podcasts:

Redfield C, Rosen P, Carroll S, Peck TC. *Oxygen in COPD – Followup* [Podcast]. iTunes: EM Basic: 2014 Jan 7.

Redfield C, Rosen P, Carroll S, Peck TC. *COPD/Shortness of Breath* [Podcast]. iTunes: EM Basic: 2013 Dec 9.

Redfield C, Edlow J, Peck TC. *Back Pain* [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jul 31.

Redfield C, Solano J, Kennedy M, Peck TC. *Geriatric Abdominal Pain* [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jul 24.

Redfield C, Ullman E, Peck TC. *Low Risk Chest Pain* [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jul 10.

Redfield C, Edlow J, Peck TC. *Headache* [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jun 26.

Abstracts:

Nguyen L, Deniz J, Kisse C, Lacey J, McCoy S, Schepke K, and **Redfield C.** Cultural Perspectives Of Mental

Health In Ems-Poster Presentation- NAEMSP Conference, San Diego, January 2021

Nguyen L, Kisse C, Deniz J, Daniels, McCoy S, Scheppke K, and **Redfield C**. State of Access to Mental Health Resources for Floridian EMTs and Paramedics as of 2018-2020-Poster Presentation- NAEMSP Conference, San Diego, January 2021

Nguyen L, Deniz J, Kisse C, Dunham Jr W, McCoy S, Scheppke K, and **Redfield C**. Quantitative Analysis of the Psychological State of Individual EMTs and Paramedics Across the State of Florida From 2018 to 2020- Poster Presentation- NAEMSP Conference, San Diego, January 2021

Redfield C, Desai S, Chang M, Davis K, Griffin J, D'Amore J, Rios C, Post L, Jalbuena T, Waller S, Peck T, Fisher J. Emergency Telemedicine Supported by Onsite Emergency Responder Technicians Reduces EMS Transportes and Emergency Department Visits from Skilled Nursing Facilities - Poster Presentation - NAEMSP Conference, Austin, January 2019

Redfield C, Suarez S, Daniels J, Sanchez C, Siples H, Landry K. The Effect of IV vs. IO Access In Prehospital Cardiac Arrest ROSC Rates - Poster Presentation - NAEMSP Conference, San Diego, January 2018

Schoenfeld D, Fritz C, **Redfield C**. Implementation of National Professional Society Position Statements on Pre-Hospital Termination of Resuscitation in Statewide Treatment Protocols - Poster Presentation - SAEM Annual Meeting, New Orleans, May 2016

Redfield C, Boulter J, Ullman E, Schoenfeld D. State Legislation of Naloxone Use by Laypersons, First Responders, and EMT-B - Lighting Oral Presentation - SAEM Annual Meeting, New Orleans, May 2016

Redfield C, Tlimat A, Ullman E, Nathanson L, Horng S. Prospective Evaluation of an Expert Derived Deterministic Algorithm to Match EMS Patient Care Reports to Emergency Department Records - Lighting Oral Presentation - SAEM Annual Meeting, New Orleans, May 2016

Tlimat A, **Redfield C**, Ullman E, Nathanson L, Horng S. Derivation and Validation of a RecordLinkage Algorithm Between EMS and the Emergency Department Using Machine Learning - Lighting Oral Presentation - SAEM Annual Meeting, New Orleans, May 2016

Granzella N, Carey J, Oedorf K, Day D, **Redfield C**,..... Henning D. The Absence of Fever Predicts Higher Mortality and Decreased Antibiotic and Intravenous Fluid Administration in Emergency Department Patients with Septic Shock - Poster Presentation - SAEM Annual Meeting, New Orleans, May 2016

Schoenfeld D, Fritz C, **Redfield C**, Ullman E. Implementation of NAEMSP Joint Position Statement on “EMS Spinal Precautions and the Use of the Long Backboard” Into Statewide Treatment Protocols - Poster Presentation - NAEMSP Conference, San Diego, January 2016

Redfield C, Tlimat A, Ullman E, Nathanson L, Horng S. Accuracy of Linking EMS Records to the Emergency Department Using Social Security Numbners - Poster Presentation - NAEMSP Conference, San Diego, January 2016

Redfield C, Houk A, CaloG, Davis k, Pierce J, Fisher J, Ullman E. Improving Stroke Care by Creating An EMS Direct To CT Scan Initiative – Poster Presentation - NAEMSP Conference, New Orleans, January 2015.

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