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## **Professional Services Agreement**

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THIS AGREEMENT, entered into on the 18<sup>th</sup> day of June, 2025, by and between INDIAN RIVER County, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and Elite Medical Specialists, LLC, hereinafter referred to as the “Medical Director”.

### BACKGROUND RECITALS:

The County selected Medical Director to perform and provide professional medical direction in compliance with §401.265, Florida Statute and §64-J, Florida Administrative Code (“Services”), based on a proposal submitted in response to Request for Proposals 2025010.

The County and the Medical Director, in consideration of their mutual covenants, herein agree with respect to the performance of professional consulting services by the Medical Director, and the payment for those services by the County, as set forth in this AGREEMENT.

The Medical Director shall provide the County with consulting services and such other related services as defined in the scope of work, provided as Exhibit 1.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. RESPONSIBILITIES OF THE Medical Director

The Medical Director agrees to perform all necessary Services in connection with the work set forth in Exhibit 1.

The Medical Director shall not assign or transfer any work under this AGREEMENT without the prior written consent of the County.

#### 2. TERM; DURATION OF AGREEMENT

This AGREEMENT shall remain in full force and effect for an initial term of three years, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 5 "Termination". Following the initial term, this AGREEMENT will automatically renew annually, unless either party provides written notice to the other party, no less than 90 days prior to the renewal date.

#### 3. COMPENSATION

The County shall pay to the Medical Director a mutually agreed upon annual amount of \$75,000, billed and payable on a monthly basis (\$6,250 per month). After the initial term, the annual amount will be automatically adjusted, based on the change to the Consumer Price Index for All Urban Consumers (CPI-U) South data, between the month of May of the previous calendar year, to the month of May of the current calendar year.

#### 4. INSURANCE AND INDEMNIFICATION

Medical Director shall maintain for the duration of the AGREEMENT, and provide evidence to County, insurance covering the professional conduct of Medical Director during the course of his duties while under this agreement. The cost of such insurance shall be included in the Medical Director's fees.

##### Minimum Scope of Insurance

A. Worker's Compensation and Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee, if required by the State of Florida.

C. Professional Medical Malpractice Liability \$1,000,000 per claim, \$2,000,000 aggregate combined single limit.

Medical Director's insurance coverage shall be primary.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida.

The insurance policies procured, with the exception of the Professional Liability, shall be occurrence forms, not claims made policies.

The insurance companies chosen shall provide certificates of insurance prior to signing of contracts, to the Indian River County Risk Management Department.

The Medical Director shall ensure any subordinate providers maintain the insurance as detailed herein.

The Medical Director shall indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Medical Director and other persons employed or utilized by the Medical Director in the performance of the contract.

#### 5. TERMINATION

This AGREEMENT may be terminated: (a) by the County, for any reason, upon sixty (60) days' prior written notice to the Medical Director; or (b) by the Medical Director, for any reason, upon sixty (60) days' prior written notice to the County; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

In the event of termination of this AGREEMENT, the Medical Director agrees to stop work on the date and to the extent possible, surrender any and all documents first prepared by the Medical Director for the County in connection with this AGREEMENT, and complete all parts of the work that have not been terminated.

#### 6. MISCELLANEOUS PROVISIONS

6.1 Medical Director represents that he has, or will secure at his own expense, any necessary personnel required to perform the services under this agreement. Such personnel shall not be employees of County.

6.2 All of the services required herein shall be performed by the Medical Director or under his supervision, and all personnel engaged in performing the services shall be fully qualified, duly licensed and registered.

6.3 Governing Law; Venue. This AGREEMENT, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this AGREEMENT shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

6.4 If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

6.5 The obligations of the County under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

6.6 Medical Director shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

6.7 Medical Director represents that he presently has no interest, and shall acquire no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statute. Medical Director further represents that no person having any such interest shall be employed during the term of this agreement.

## 7. PUBLIC RECORDS COMPLIANCE

The Medical Director shall comply with Florida's Public Records Law. Specifically, the Medical Director shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) 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 or as otherwise provided by law.
- (3) 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Medical Director or keep and maintain 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 contract, the Medical Director shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Medical Director shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEDICAL DIRECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**publicrecords@indianriver.gov**

**Indian River County Office of the County Attorney**

**1801 27th Street**

**Vero Beach, FL 32960**

C. Failure of the Medical Director to comply with these requirements shall be a material breach of this AGREEMENT.

**8. INDEPENDENT CONTRACTOR RELATIONSHIP**

8.1 Medical Director is, and shall remain, an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to Medical Director's sole discretion, supervision, and control. Medical Director shall exercise control over the means and manner in which he and his employees perform the work and in all respects Medical Director's relationship and the relationship with his employees to County shall be that of independent contractor and not as County's employees.

8.2 Medical Director does not have the power or authority to bind County in any promise, agreement or representation, other than such power or authority which is specifically provided for in this AGREEMENT, or as otherwise authorized by County.

**9. ACCESS TO RECORDS AND AUDITS**

Medical Director shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this AGREEMENT. County shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at County's cost, upon five (5) days prior written notice.

**10. NONDISCRIMINATION**

Medical Director warrants and represents that all of his employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

RFP 2025010 Medical Director Services Agreement

IN WITNESS WHEREOF, OWNER and Medical Director have signed this AGREEMENT in duplicate. One counterpart each has been delivered to County and Medical Director. All portions of the Contract Documents have been signed or identified by County and Medical Director or on their behalf.

This AGREEMENT will be effective on June 18, 2025.

County:

INDIAN RIVER COUNTY

By: \_\_\_\_\_  
Joseph E. Flescher, Chairman

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Chris Hicks, Assistant County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Designated Representative:  
Steve Greer, Assistant Chief, Emergency  
Medical Services  
4225 43rd Ave, Vero Beach, FL 32967  
(772) 226-3951  
sgreer@indianriver.gov

Medical Director:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)  
(If Medical Director is a corporation or partnership, attach evidence of authority to sign)

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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## **Exhibit 1 – Scope of Services**

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Indian River County (County) Emergency Services District (District) is seeking a physician to serve as Medical Director for Emergency Medical Services (EMS). This physician collaborates with and serves as an expert advisor and consultant to Indian River County Fire Rescue (IRCFR) on issues and questions regarding the medical content of the department. The Medical Director reports to the office of the Fire Chief and has the following essential job functions:

- Direct, coordinate, and oversee medical evaluations for new hire physicals in accordance with NFPA 1582.
- Perform all services required of a medical director and assume all legal duties and responsibilities of a medical director, as provided for by Florida State Statute, Section 401.265 (Medical Director), and Florida Statutes, Chapter 64J-1 (Medical Direction), and any other applicable laws, regulations, and rules of any governmental agency implementing said chapter, and any duties upon written notice from the Florida Department of Health that such additional duties are required of the Medical Director.
- Supervise and assume direct responsibility for the medical performance of all EMT's and Paramedics operating for IRCFR.
- Comply with Florida Statute, Section 401.265 (Medical Directors) and Rule 64J-1.004 (Medical Direction).
- Consult in planning for emergency medical services provided by IRCFR, including recommendation for the provision of equipment, supplies, distribution of resources, personnel, training, and utilization of medical facilities.
- Consult in the coordination of training of IRCFR personnel, including testing and certification procedures in conformance with the laws and regulations promulgated by the State of Florida and municipal government.
- Periodically ride ambulances with IRCFR personnel and provide on-site personnel evaluation.
- Coordinate the implementation of quality control procedures for monitoring the quality of emergency medical care to the patients served by IRCFR and coordinate the establishment of any necessary data collection and research activities necessary's the implementation of such a quality control mechanism.
- The physician will provide his own professional Medical Malpractice Liability limits of \$1,000,000/2,000,000 of insurance, as pertains to his function as Medical Director. Should such professional liability insurance coverage for the activities required by the Agreement become unavailable for any reason or should the premium for such professional liability insurance increase to an unacceptable cost level as determined by the physician, it is understood that, subject to the termination provisions here, the parties may agree to renegotiate the reimbursement schedule for services rendered.

- Be knowledgeable with the standards as set by NFPA 1581: Standard on Fire Rescue Department Infection Control.
- Participate in the development of the probationary Paramedic program, as well as the EMS portion of the hiring process, on an as-needed basis determined by the Training Division.
- Serve as a liaison between IRCFR and the local medical community.
- Review and approve the department's goals, objectives, competencies and evaluation system regarding EMS protocols and practices.
- Advise and make suggestions to the EMS committee regarding policies, practices, and protocols.
- Support and participate in team building and organizational development programs.
- Assist with the maintenance and updating of EMS guidelines in conjunction with current policies and practices.
- Review, establish, and maintain patient care protocol and standards, ensuring that all federal and state policies, regulations, and guidelines for patient care are met; establishes and coordinate quality improvement, safety and infection control programs as required by 401.265 Florida Statutes and Rule 64J-1.004.
- Promote an open line of communication between all IRCFR personnel.
- Support and carry out IRCFR's mission statement, its goals and objectives.
- Provide review and oversight necessary to ensure that IRCFR's training curricula, instructional processes, and evaluation systems remain current, nationally accepted medical standards and guidelines for the practice of care.
- Represent the organization at various community and/or business meetings, work as a consultant on various Emergency Medical Services Committees, and assist in the development of new programs and/or policies.

The essential job functions are not to be construed as a complete statement of all duties performed. Director will be required to perform other job-related duties as required.

**EDUCATION AND EXPERIENCE:**

Graduation from an accredited four (4) year college or university with a Doctor of Medicine (M.D.) or Doctor of Osteopathic (D.O.) designation.

**LICENSES, CERTIFICATIONS OR REGISTRATIONS:**

Current State of Florida certifications as set forth in section 64-J, Florida Administrative Code and the Medical Director's requirements; and possess a valid Florida driver's license.