

**MEDICAL DIRECTOR AGREEMENT**  
**BETWEEN SUMTER COUNTY FIRE and EMS AND**  
**JOHN L. GEESLIN, M.D., PA**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Sumter County Fire & EMS**, hereinafter referred to as “SCFEMS” or the “Provider”, and **John L. Geeslin, M.D., PA**, hereinafter referred to as the “Medical Director”.

**WITNESSETH**

**WHEREAS**, the Provider has secured a Certificate of Public Convenience and Necessity (COPCN), and has applied to the State of Florida, Bureau of EMS for an Advanced Life Support (ALS) license to enable Provider to perform non-transport advanced life support services, in accordance with provisions of Chapter 64J, FLORIDA ADMINISTRATIVE CODE (F.A.C.) and Chapter 401.265, Florida Statutes, and Provider desires to compensate Medical Director, John L. Geeslin, M.D., PA, an independent contractor, for services in accordance with said statute.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, accepting the above WHEREAS clause as true and incorporating the same as if fully stated herein, that the parties hereto, in consideration of the premises and the mutual promises and undertakings herein well and truly to be formed, do agree as hereinafter set forth.

The Provider covenants and agrees:

1. To comply with the provisions of Chapter 64J, FLORIDA ADMINISTRATIVE CODE (F.A.C.) and Chapter 401.265, Florida Statutes relating to ALS services.
2. To compensate the Medical Director in the amount of \$1,625.00 per month, with a 3% annual increase beginning on October 1, 2012, and further to provide for any agreed upon ancillary costs born solely for the purpose of carrying out this Agreement.

In consideration of which, said Medical Director covenants and agrees:

1. To provide Medical Direction services for SCFEMS for overall medical supervision.
2. To maintain current, valid, unrestricted Florida licensure as a physician (M.D. or D.O.).
3. To maintain his competency in ALS during the term of this Agreement, possessing current ALS certification or Board certification in Emergency Medicine.
4. To certify implementation of the federal E-Verify program, and obtain written certification from all subcontractors who will participate in the performance of the Agreement. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.
5. To assist in establishing procedures and critique for the medical capability of the paramedics and the ALS provider regarding the appropriate level and standard of care which the ALS provider should seek to achieve.
6. To assist in identifying the specific medical skills and knowledge which paramedics must possess to achieve the desired level and standard of care.
7. To assist in identifying the training and experience necessary for the paramedics to acquire the desired skills and knowledge and, in cooperation with approved educational programs, assuring that each paramedic receives such training and experience.
8. To participate in the Patient Care Quality Assurance Program (“Program”) to assess the medical performance of paramedics and EMT’s. Auditing of personnel will include but is not limited to a prompt run review, direct observation, and comparison of performance standards for drugs, equipment, protocols, and procedures.
9. To participate in the development and authorization of standing orders which allow paramedics to properly manage certain medical emergencies when voice communication with the physician Medical Command Authority (MCA) is not available. Such standing orders must be specific and must at least provide for

managing immediate life-threatening medical emergencies; they are not required to be so comprehensive as to include all possible medical emergencies.

10. To accept responsibility for the medical correctness of any standing order which he authorizes for use by the paramedics and for properly instructing the paramedics regarding the correct use of the standing order.
11. To participate in development and revision of Trauma Transport Protocols when necessary.
12. The Medical Director and/or Associate Medical Director (after consultation with the Medical Director) will retain ultimate authority over the medical control of the Pre-Hospital Emergency Medical Services System (the "System") and permit and/or prohibit any System paramedic to utilize ALS technique.
13. The Medical Director, Associate Medical Director, and Fire Chief (or designee) will jointly direct the safe and efficient operation of the System. However, neither the Medical Director nor Associate Medical Director shall exercise any administrative control over the operations of the System. Coordination of all administrative procedures and control shall be through the Fire Chief (or designee).
14. The Medical Director agrees upon the request of the Secretary of the Department of Health and Human Services or the Comptroller General to allow access to the books, documents, and records of the Medical Director or the Associate Medical Director that are necessary for the Secretary and/or Comptroller General to verify the costs of the services furnished under this contract. The Medical Director agrees to retain all records pertaining to this contract for a period of four years after the services are performed. Additionally, the Medical Director agrees to require all sub-contractors or suppliers to allow similar access to the sub-contractor's or supplier's books, documents, and records. Additionally, the Medical Director agrees to maintain all records and documents necessary to satisfy the requirements of Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499 as thereafter amended.

This Agreement shall begin on the date hereof and continue until such time as it may be modified, in writing, by both parties.

The parties to this Agreement do not intend to create an agency, or principal/agent relationship. In no instance will the Provider be liable for the acts or omissions of the Medical Director, his agents, employees, or independent contractors whether accidental, negligent or willful.

Either party may cancel and terminate this Agreement upon sufficient cause for breach of terms, or, without cause, by giving thirty (30) days written notice to the other party. Venue and jurisdiction for this Agreement shall only be in Sumter County, Florida. The prevailing party in any action initiated to enforce the terms or conditions of this Agreement shall be entitled to the reasonable costs and attorney's fees incurred in any such action.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first aforesaid.

MEDICAL DIRECTOR

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

John L. Geeslin, M.D., PA

Dated: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS SUMTER  
COUNTY FLORIDA, FOR

SUMTER COUNTY FIRE AND EMS

ATTEST:

\_\_\_\_\_

Connie Webb

SUMTER COUNTY CLERK

\_\_\_\_\_

Garry Breeden, Chairman

SUMTER COUNTY BOARD OF

COUNTY COMMISSIONERS

Dated: \_\_\_\_\_