

MEDICAL DIRECTOR SERVICES

THIS AGREEMENT made and entered into this 17th day of April, 2015, by and between the BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA, hereinafter referred to as "COUNTY", and ROBERT F. SPINDELL, D.O., hereinafter referred to as "DR. SPINDELL".

WITNESSETH

WHEREAS, The COUNTY has established, as a function of county government, a system of emergency medical services (the "EMS System") operated and maintained under the direction of the COUNTY which provides for the delivery of emergency care as may be required by an emergency within or without the boundaries of Columbia County, Florida;

WHEREAS, Pursuant to Florida Statutes Chapter 401, each emergency medical service shall have a medical director appointed by the operator of the service to review, approve and monitor the activities of each Florida Licensed Emergency Medical Technician and Paramedic; and

WHEREAS, DR. SPINDELL represents that he is familiar with the design and operation of emergency medical services systems and is duly licensed in the practice of medicine and qualified as a medical doctor to provide the COUNTY with such services.

NOW, THEREFORE, in consideration of the recitals above, the mutual promises hereinafter given, and for other good and valuable consideration, the parties agree as follows;

I. PURPOSE

COUNTY desires to retain the professional services of DR. SPINDELL to perform those specified duties and responsibilities as Medical Director and to advise COUNTY, through the Columbia County Fire-Rescue ASSISTANT CHIEF ("ASSISTANT CHIEF") on matters relating to the operation of the EMS System; and DR. SPINDELL agrees to provide such services in accordance with the terms and conditions of this Agreement.

II. CONTRACT TERM

A. Initial Term. The initial term of this Agreement shall be for the period beginning October 1, 2015 and ending September 30, 2017 (hereinafter the "initial term").

B. Renewal Term. The parties agree that this Agreement will automatically renew on October 1 of even numbered years subsequent to the initial term unless or until either party gives the other party written notice of intent to terminate prior to the annual renewal date. Both parties understand that pursuant to Florida Administrative Code 64J-1 and Florida Statute Chapter 401, a new signature page is required every 24 months.

III. SCOPE OF SERVICES

During the term of this Agreement, it is the intent of the parties that DR. SPINDELL shall serve as the designated Medical Director. DR. SPINDELL agrees to perform those duties and

responsibilities set forth in the attached Exhibit A, which is incorporated herein by reference. The COUNTY understands and agrees that DR. SPINDELL may, out of necessity, engage the help of other physicians. This understanding does not relieve DR. SPINDELL of his obligations as the primary contractor under this agreement. DR. SPINDELL agrees to notify the ASSISTANT CHIEF, in writing, at least two (2) weeks prior to delegating or requesting the services of other physicians for coverage in his absence. For any such period of delegation the ASSISTANT CHIEF shall deal for all purposes with DR. SPINDELL's designee as the acting Medical Director, all subject to this Agreement.

IV. COMPENSATION

A. Basic Compensation. As compensation for the satisfactory performance of services rendered during the initial term of this Agreement, COUNTY agrees to pay DR. SPINDELL the sum of \$22,000.00 per year. COUNTY will not be responsible for compensating any other physicians who may occasionally perform some of the duties required under this Agreement at the direction of DR. SPINDELL.

B. Renewal Compensation. Unless otherwise agreed to by both DR. SPINDELL and the COUNTY, compensation for any renewal term shall be the amount stated above in Paragraph A, as well as any additional compensation increases that are given on a percentile rate to Columbia County Employees.

C. Compensation upon Termination. Upon termination of this Agreement, for any reason, during either the initial or any renewal term, the compensation due and payable to DR. SPINDELL shall be prorated according to the number of calendar months for which services were actually rendered.

V. EXPENSES

In the performance of services under this Agreement, DR. SPINDELL shall be responsible for and shall pay, without any obligation of the COUNTY, for any and all of the following costs and expenses:

1. For any personnel employed or contracted for by DR. SPINDELL;
2. For food, lodging, travel, living and other expenses for the performance of services rendered under this Agreement, unless otherwise agreed to, in advance, by both DR. SPINDELL and the COUNTY, or CCFR ASST. CHIEF;
3. Registration fees, taxes or other charges with respect to qualifying as a licensed medical practitioner;
4. Equipment, supplies and material goods used by DR. SPINDELL and belonging to DR. SPINDELL;
5. Professional or organizational dues, costs or expenses, unless otherwise agreed to by both DR. SPINDELL and the COUNTY;
6. Office space, furnishings, equipment and related operating costs;
7. Insurance, including but not limited to, benefits, medical costs and similar expenses;
8. Workers compensation; and
9. Any other cost or expense incurred by DR. SPINDELL and not expressly authorized and approved for payment by the COUNTY or the ASSISTANT CHIEF.

VI. STATUS

The COUNTY and DR. SPINDELL expressly agree that, in the performance of all duties and obligations arising under this Agreement, DR. SPINDELL shall be considered a COUNTY employee. DR. SPINDELL agrees to abide by all COUNTY policies in regards to his employment with the COUNTY. DR. SPINDELL also agrees to abide by COUNTY policies in regards to personnel oversight as per Florida Statute Chapter 401 and Chapter 64J-1 FAC. Both parties acknowledge that the employee status conferred by this paragraph shall not entitle DR. SPINDELL to accumulate annual or sick leave or enrollment under the COUNTY'S health insurance plan.

VII. INSURANCE AND INDEMNITY

A. Insurance. DR. SPINDELL shall be covered under the general liability policy for Columbia County Board of County Commissioners for medical malpractice and general liability. DR. SPINDELL hereby agrees to maintain adequate insurance for all other obligations required under this Agreement, including but not limited to automobile coverage, and workers compensation.

B. Indemnity. DR. SPINDELL agrees to defend, indemnify and hold harmless the COUNTY, its agents, employees and assigns from any and all lawsuits, claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death or any other basis, arising solely out of DR. SPINDELL'S or any of his agents, servants and/or employees' negligent or purposeful acts, and/or failure to act in the performance of this Agreement. DR. SPINDELL shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, directly or indirectly arising from the negligent or wrongful act of the COUNTY, its officers, employees, agents and volunteers and/or failure to act in the performance of this Agreement.

VIII. NON-ASSIGNMENT

The obligations under this Agreement shall not be assigned nor transferred by DR. SPINDELL except as provided for in Article IV of this Agreement. The rights and benefits of this Agreement shall not apply to nor inure to the benefit of any other person or representative of DR. SPINDELL.

IX. RECORDS

A. Records. DR. SPINDELL shall maintain full and accurate records of all matters covered by this Agreement, and the COUNTY, or the ASSISTANT CHIEF, shall have free access during reasonable business hours to such records, documents and materials. At the termination or expiration of this Agreement, for any reason, DR. SPINDELL shall deliver to the COUNTY or the ASSISTANT CHIEF all such documents, records or materials then in DR. SPINDELL'S possession.

B. Property Rights. All property owned and provided by the COUNTY to DR. SPINDELL in the performance of his duties shall remain the property of the COUNTY, and DR. SPINDELL agrees to exercise due care in the use and safekeeping of such property. All documents, reports, work product, information and other records or files arising out of the performance of services under this Agreement shall remain the sole property of the COUNTY, free of any claim or right of DR. SPINDELL, and all such property and records shall be returned to the possession of the COUNTY as requested by the COUNTY, or the ASSISTANT CHIEF.

X. CONFIDENTIALITY

DR. SPINDELL agrees that he will not release any information provided to him or to which he may have access that is or may be confidential or proprietary information.

XI. AMENDMENT

This Agreement may be amended by supplemental writing mutually agreed to and signed by both parties.

XII. COORDINATION OF SERVICES

DR. SPINDELL shall coordinate all duties, responsibilities and services to be provided by him under this Agreement with the CCFR ASST. CHIEF, or the CCFR ASST. CHIEF's designee. Whenever this Agreement requires, or it becomes necessary for DR. SPINDELL to advise, provide or communicate information to, or seek approval of, the COUNTY in matters relating to DR. SPINDELL'S services hereunder, DR. SPINDELL shall direct all such communications and requests for approval to the CCFR ASST. CHIEF, or the CCFR ASST. CHIEF's designee. Further, DR. SPINDELL shall meet with the CCFR ASST. CHIEF, or the CCFR ASST. CHIEF's designee, on a monthly basis to coordinate any and all duties, responsibilities and services required of DR. SPINDELL under this Agreement.

XIII. NON-DISCRIMINATION

DR. SPINDELL agrees that:

- A. He shall observe the provisions of Title VII of The Civil Rights Act of 1964 as revised and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry, age or sexual orientation;
- B. In the event he is found guilty of a violation of Title VII of The Civil Rights Act of 1964 as revised by decision or order of the COUNTY or The Equal Opportunity Employment Commission which has become final, he shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the COUNTY; and
- C. He shall abide by the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local government agency in connection therewith.

XIV. NOTICES

Any notices, bills, invoices, reports, payments or correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States mail, postage prepaid, return receipt requested, to the following addresses, or other location as either party may from time to time designate:

COUNTY:
County Manager
Columbia County Florida
PO Box 1529
Lake City, Florida 32056

DR. SPINDELL:
Robert Spindell, D.O.
~~Box 1185~~ 1088 NW SETTLEMENT RD.
(Settlement Road)
Madison, Florida 32340

XV. WAIVER OF BREACH

The waiver of any party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

XVI. TERMINATION

- Section 16*
- A. Mutual Agreement. This Agreement may be terminated at any time by written agreement of both DR. SPINDELL and the COUNTY.
 - B. By the COUNTY. This Agreement may be terminated at any time by the COUNTY upon giving thirty (30) days written notice to DR. SPINDELL.
 - C. By DR. SPINDELL. This Agreement may be terminated at any time by DR. SPINDELL upon giving thirty (30) days written notice to COUNTY.
 - D. For Cause. Either party may terminate this Agreement for cause at any time immediately upon giving written notice to the other party.

XVII. CASH BASIS

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that the COUNTY is obligated only to biweekly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the COUNTY'S then current budget Year (i.e. October 1 to September 31) or from funds made available from any lawfully operated, revenue producing source. Should the COUNTY fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have been appropriated and budgeted or are otherwise made available. COUNTY agrees to notify DR. SPINDELL of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the COUNTY'S then current budget year. This paragraph shall not be construed so as to permit COUNTY to terminate the Agreement in order to acquire any other functionally similar Service or to allocate funds directly or indirectly to perform essentially the same application for which the Service under the agreement is intended.

XVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida and venue shall be Columbia County, Florida.

XIX. SEVERABILITY

All Agreements, covenants and clauses contained herein are severable. In the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreement, clause and covenant were not contained herein.

XX. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the COUNTY and DR. SPINDELL with respect to the provision of services required of DR. SPINDELL by the COUNTY under this Agreement, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

DR. SPINDELL


Robert Spindell, D.O.

BOARD

Board of County Commissioners of Columbia County, a political subdivision of the State of Florida:

By: 
Russell DePratter, Chairman

Attest:


P. DeWitt Cason
Clerk of Courts

EXHIBIT "A"
SCOPE OF SERVICES

To optimize the medical direction of Columbia County Fire Rescue/911 Dispatch Center of Columbia County Florida ("CCFR"), DR. SPINDELL, functioning as Medical Director, shall:

A. Serve as patient advocate in the EMS system.

B. Serve as an advocate for pre-hospital providers within the EMS system and medical community at large.

C. Through active involvement with the Florida Bureau of EMS, Florida Committee on Trauma, and other EMS agencies, establish, review and maintain:

1. Protocols and/or standing orders under which COUNTY / CCFR/911 DISPATCH operates;
2. The criteria for initial emergency response;
3. The criteria for determining patient destination;
4. The criteria, protocols and procedures under which non-transport of patients may occur;
5. The criteria for on-scene physician involvement; and
6. The criteria for concurrent medical direction.

D. Ensure the appropriate initial qualifications of EMS personnel involved in patient care within COUNTY / CCFR/911 DISPATCH.

E. Ensure the qualifications of EMS personnel involved in patient care are maintained on an ongoing basis through education, testing, and credentialing.

F. Recommend certification, recertification, and decertification of EMS personnel to the appropriate certifying agency within the confines of Florida Statutes and FAC.

G. Develop, implement, and maintain an effective quality management program:

1. For continuous system and patient care improvement;
2. To ensure compliance with patient care standards; and
3. To recommend future education and training needs.

H. Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, pre-hospital providers, and nurses.

I. Interact with regional, state and local EMS authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized.

J. Aid in coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response.

K. Aid the COUNTY / CCFR/911 DISPATCH in promulgating public education and information on the prevention of emergencies.

JFF

L. Maintain knowledge levels appropriate for an EMS medical director through continued education.

M. Abide by all requirements of Florida Statue Chapter 401 and Chapter 64J-1 pertaining to Emergency Medical Service Medical Director.

CURRICULUM VITAE

ROBERT F. SPINDELL, DO
1088 NW Settlement Road
Madison, FL 32340
(850) 929-6995

BOARD CERTIFICATION

Diplomat, American Osteopathic Board of Family Practice

POSTGRADUATE

Internship

Rotating
Osteopathic Hospital of Maine
Portland, ME
1979-1980

EDUCATION

Medical School

Kirkville College of Osteopathic Medicine
Kirkville, MO
Doctor of Osteopathic Medicine: 1979

Undergraduate

Tulane University
New Orleans, LA
Bachelor of Arts: 1975

PRACTICE EXPERIENCE

Emergency Department Staff physician
John D. Archbold Medical Center
Thomasville, GA
11/2010 to Present

Emergency Department Staff physician
Shands at Live Oak
Live Oak, FL
9/2010-present

Director, Emergency Department
Shands at Live Oak
Live Oak, FL
6/1991 – 8/2010

Supervising Physician (Part Time)
River Oaks Clinic
Live Oak, FL
5/95-5/96

Director of Emergency Medicine
Suwannee Hospital

Live Oak, FL
6/91-1/96

Staff Emergency Physician (Part Time)
Madison County Hospital
Madison, FL
10/91-1996
Staff Emergency Physician
Lake City Medical Center
Lake City, FL
1993-1997

Staff Emergency Physician
Lake Shore Hospital
Lake City, FL
1993-1995

Staff Emergency Physician (Part Time)
347th Medical Group
Moody Air Force Base
Valdosta, GA
10/91-1993

Staff Emergency Physician (Per Diem)
Martin Army Hospital
Ft. Benning, GA
1/91-6/91

Private Family Practice
Madison, FL
12/89-6/91

Staff Emergency Physician (Part Time)
Suwannee and Madison County Hospitals
Live Oak and Madison, FL
11/89-5/91

Private Family Practice
Naples, ME
1980-1988

EMS EXPERIENCE

Medical Director
Baker County EMS
McClenny, FL
11/2010 - present

Medical Director
Hamilton County EMS

Jasper, FL
3/96-Present

EMT Program Medical Director
Taylor Technical Institute
Perry, FL
3/96-3/2000

Medical Director
Madison County EMS
Madison, FL
6/91-2002

Medical Director
Lafayette County EMS
Mayo, FL
12/92-Present

Medical Director, EMT Program
North Florida Junior College
Madison, FL
3/94-2/02

Medical Director
Suwannee County EMS
Live Oak, FL
12/94-Present

Medical Director
Jefferson County EMS
Monticello, FL
10/08-Present

ACADEMIC APPOINTMENTS

Assistant Clinical Professor
Department of Emergency Medicine
University of Florida College of Medicine
Gainesville, Florida
1/97-Present

Faculty Advisor/Director
North Florida Community College
Paramedic/EMT Program
Madison, FL
10/1/08-Present

MILITARY EXPERIENCE

Lt. Colonel, Medical Corps, Flight Surgeon
US Army Reserve
1/97-1/03 (Resigned)

LT COLONEL, MEDICAL CORPS, FLIGHT SURGEON
125TH FIGHTER WING, MEDICAL GROUP
FLORIDA AIR FORCE NATIONAL GUARD (TAX. FL)
8/12 - PRESENT (9/15/15)

Major, Medical Officer, Flight Surgeon
US Army
Operation "Desert Storm"
1/91-6/91

US Army Flight Surgeon's Training
US Army School of Aviation Medicine
Ft. Rucker, AL
1/89-2/89

CERTIFICATION

Advanced Cardiac Life Support (ACLS) – Instructor
Advanced Trauma Life Support (ATLS) – Provider
Advanced Pediatric Life Support (PALS)– Provider
Basic Life Support (BLS)– Instructor
Pre-hospital Trauma Life Support (PHTLS) - Instructor
Board Certified-Family Medicine (American Osteopathic College of Family Physicians)

LICENSURE

Massachusetts, Florida, Georgia

AWARDS AND HONORS

National Service Ribbon
Army Achievement Award (2nd Award)

CURRENT COMMITTEES

EMSC
Emergency Medical Services for Children Advisory Committee
10/01-10/04
Affiliate Faculty (Florida Affiliate)
American Heart Association
Affiliate Faculty BCC Council
(Florida Affiliate)
American Heart Association

PROFESSIONAL SOCIETIES

American Osteopathic Association
American Osteopathic College of Family Physicians
Association of Military Surgeons of the United States
Association of Osteopathic Military Surgeons of the United States
Florida Association of EMS Medical Directors
National Association of EMS Physicians
Society of US Army Flight Surgeons
Reserve Officers Association of the United States

PERSONAL

Married: Debbie
Children: Logan (10), Sarah (22), Dustin (24), Tyson (27),
Bobby (29), Ryan (32), Holly (32)
Birthdate: 11/4/53 in Boston, MA
Interests: golfing, sailing, hiking, biking

REFERENCES

Available upon request