

MEDICAL DIRECTOR SERVICES

THIS AGREEMENT is made and entered into this 13th day of May , 2026, by and between the BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA (the "County") and DANIEL O'LEARY, MD (the "Medical Director" or "Daniel O'Leary, MD") **WITNESSETH**

WHEREAS, the County is responsible for providing fire and emergency medical services ("EMS") within its boundaries; and

WHEREAS, Chapter 401, Florida Statutes provides that Emergency Medical Service Systems that utilize Emergency Medical Technicians and/or Paramedics must either contract or employ a medical director meeting the requirements set forth in Section 401.265, Florida Statutes; and

WHEREAS, the Public Safety Department recommends appointment of Daniel O'Leary, MD, a licensed and qualified physician, as Medical Director to oversee and ensure the quality of emergency medical services in conformance with state statute after determining that he meets the qualifications of the statute; and

WHEREAS, Daniel O'Leary, MD is familiar with the design and operation of emergency medical services systems in the County 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:

1. The purpose of this Agreement is to provide for the provision of professional services by the Medical Director to assist the County with implementation of protocols, standards, training, quality improvement, and certification/recertification standards in accordance with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as they may be amended from time to time.
2. The Medical Director shall maintain throughout the term of this Agreement an (A) unrestricted license to practice medicine in the State of Florida, (B) all certifications and registrations required under Chapter 401, Florida Statutes, and applicable administrative rules; and (C) active registration with the United States Drug Enforcement Administration, as applicable. In the event the Medical Director's Florida medical license, DEA registration, or required certifications are suspended, revoked, restricted, or allowed to lapse, this Agreement may be immediately terminated by the County.
3. The Board agrees to employ Daniel O'Leary, MD, as the designated Medical Director, a part-time employee for an annual salary of \$25,000.00, to be paid weekly. The 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 the Medical Director.
4. It is agreed the Medical Director shall receive cost of living adjustment (COLA) to the salary set forth herein in the same manner and amounts that the County provides to non-union

County employees.

5. The Medical Director agrees to devote an adequate number of hours to satisfy the duties and responsibilities of the position. The Medical Director's duties and responsibilities shall include:
 - A. Develop medically correct standing orders or protocols which permit DeSoto County Fire Rescue personnel to complete ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The Medical Director shall issue standing orders and protocols to DeSoto County Fire rescue personnel to ensure that the department transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition. The Medical Director or his appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the department as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), F.S.
 - B. Develop and implement a patient care quality assurance system to assess the medical performance of paramedics and EMTs. The Medical Director shall audit the performance of department personnel by use of a quality assurance program to include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. The Medical Director shall be responsible for participating in quality assurance programs developed by the department.
 - C. The Medical Director shall possess proof of current registration as a Medical Director, with the U.S. Department of Justice, DEA, to provide controlled substances to DeSoto County Fire Rescue. DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with DeSoto County Fire Rescue Administration and shall be readily available for inspection.
 - D. Ensure and certify that security procedures of the department for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, F.S., and Chapter 64F-12, F.A.C.
 - E. Create, authorize and ensure adherence to, detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by department personnel.
 - F. Notify the Department of Health in writing of each substitution by the EMS provider of equipment or medication.

- G. Ensure that all EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, F.A.C., for adult trauma patients and Rule 64J-2.005, F.A.C., for pediatric trauma patients.
 - H. Develop and revise when necessary TTPs for submission to the Department of Health for approval.
 - I. Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of EMS providers served by the Medical Director, direct contact time shall be a minimum of 10 hours per year per Medical Director, not per provider.
 - J. Provide/Participate in twelve (12) in-service trainings with a minimum of two (2) hours duration but not more than two and one-half (2 ½) hours.
 - K. Oversee the credentialing, recredentialing, and clinical performance of EMS personnel providing patient care services within DeSoto County Fire Rescue, including making recommendations regarding certification, recertification, remediation, suspension, or decertification consistent with Chapter 401, Florida Statutes, applicable administrative rules, and County policies.
 - L. Establish, review, and revise, as necessary, criteria and protocols governing patient destination decisions, refusal of transport, non-transport determinations, interfacility transfers, concurrent medical direction, and on-scene physician interaction.
 - M. Develop, participate in, and oversee continuing medical education, remediation, quality improvement initiatives, and continuous quality management activities for EMS personnel and the EMS system as a whole.
6. Status. The County and Medical Director expressly agree that, in the performance of all duties and obligations arising under this Agreement, the Medical Director shall be considered a County employee. Medical Director agrees to abide by all County policies in regards to his employment with the County. The Medical Director also agrees to abide by County polices in regards to personnel oversight, as well as Florida Statute Chapter 401 and Chapter 64J-1 FAC. Both parties acknowledge that the employee status conferred by this paragraph shall not entitle the Medical Director to accumulate annual or sick leave or enrollment under the County's health insurance plan.
7. Confidentiality. The Medical Director shall comply with the provisions of Chapter 119, Florida Statutes, the Health Insurance Portability and Accountability Act ("HIPAA"), and any other federal and state applicable laws relating to records or confidentiality of patient records.
8. Indemnity. Medical Director 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 the Medical Director'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. The Medical Director 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.

9. Expenses. In the performance of services under this Agreement, the Medical Director shall be responsible for and shall pay, without any obligation of the County, for any and all of the following costs and expenses:
 - A. For any personnel employed or contracted for by the Medical Director;
 - B. 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 the Medical Director and the County;
 - C. Registration fees, taxes or other charges with respect to qualifying as a licensed medical practitioner;
 - D. Equipment, supplies and material goods used by the Medical Director and belonging to the Medical Director;
 - E. Professional or organizational dues, costs or expenses, unless otherwise agreed to by both the Medical Director and the County;
 - F. Office space, furnishings, equipment and related operating costs;
 - G. Workers compensation; and
 - H. Any other cost or expense incurred by the Medical Director and not expressly authorized and approved for payment by the County.
10. Termination. This agreement may be terminated by either party without cause upon sixty (60) days written notice to the other party. Pursuant to the terms and conditions of this Agreement, the Medical Director shall be paid to the date of termination. Notwithstanding the above, the County may terminate this Agreement for cause at any time immediately upon giving written notice to the Medical Director.
11. 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 Administrator
DeSoto County
201 East Oak Street, Suite 201
Arcadia, FL

MEDICAL DIRECTOR:

Dr. Daniel O'Leary, MD
2500 Harbor Blvd
Port Charlotte, FL 33952

12. Amendment. Both parties agree that this Agreement may be amended from time to time by mutual consent of both parties. Any such amendment shall be in writing, executed by both parties and attached to this Agreement.
13. Term. The term of this Agreement shall be deemed commenced retroactively to October 1, 2025 and shall continue through September 30, 2027.
14. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in DeSoto County, Florida.
15. Waiver. 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.
16. 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.
17. Entire Agreement. This Agreement represents the entire agreement between the County and Medical Director with respect to the provision of services required of the Medical Director by the County under this Agreement, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the 13TH of MAY, 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

Ofelia B. Esquivel

PATRICIA E O'LEARY

**DANIEL O'LEARY, MD
MEDICAL DIRECTOR**

By: 

Printed Name: D. O'LEARY, MD

Title: MEDICAL DIRECTOR

Date: MAY 13, 2026