



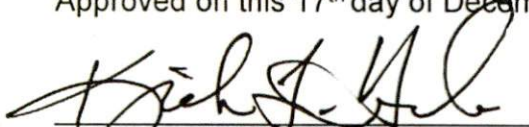
RESOLUTION 12-04-2019
A RESOLUTION APPROVING A MEDICAL DIRECTOR
SERVICE AGREEMENT FOR THE SANTAQUIN EMS
DEPARTMENT WITH DR. MARK N. BAIR

BE IT HEREBY RESOLVED:

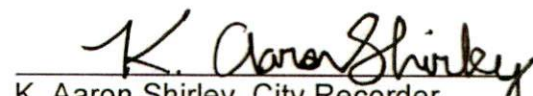
SECTION 1: The attached document represents a Medical Director Service Agreement for the Santaquin EMS Department with Dr. Mark N. Blair.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 17th day of December 2019.



Kirk F. Hunsaker, Mayor



K. Aaron Shirley, City Recorder

**SANTAQUIN EMERGENCY SERVICES/OFF-LINE
MEDICAL DIRECTOR SERVICE AGREEMENT FOR
SANTAQUIN FIRE/EMS DEPARTMENT**

THIS AGREEMENT is made and entered into by and between SANTAQUIN FIRE DEPARTMENT, a Utah municipal corporation, for and on behalf of itself and the SNATAQUIN FIRE AND EMS Department, (hereinafter "City"), and DR. MARK N. BAIR, a duly licensed Emergency Physician, (hereinafter "Physician").

RECITALS

WHEREAS, City operates, maintains and staffs an Emergency Medical Service (EMS) department requiring licensing from the State of Utah pursuant to the Utah Administrative Code Rule 426-14-101; and

WHEREAS, said EMS holds ambulance PARAMEDIC service license number 2513-L; and

WHEREAS, City desires to continue to hold said license and to provide EMS coverage within its municipal boundaries; and

WHEREAS, Rule 426-15-401 of the Utah Administrative Code requires that "All licensees and quick response units must enter into a written agreement with a physician to serve as its off-line medical director to supervise medical care provided by the field EMS personnel."; and

WHEREAS, City desires to be in compliance with said Administrative Rule; and

WHEREAS, Physician desires to provide certain off-line medical director services to the City's Fire Department (hereinafter "Department"), as required by applicable law, rules and regulations, and as agreed to by the parties hereto; and

WHEREAS, City desires to engage Physician to provide said services.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed, by and between the parties hereto, as follows:

Section 1 – Term of Agreement.

1.1 **Term of Contract.** Physician shall provide the off-line medical director services required by the City for a period of twelve (12) months commencing on the date of execution of this Agreement and automatically renewed each year on the anniversary date of this Agreement unless otherwise terminated pursuant to the terms of Section 6 hereafter.

Section 2 – Physician's Duties.

2.1 Physician shall serve as the training consultant for City's EMS department and shall be responsible for supervising the City's EMS continuing education and quality assurance programs in accordance with the State of Utah's in-service training requirements, and shall develop,

maintain, and train members of the department using Utah County Protocols and appropriate clinical operating guidelines.

2.2 Physician shall:

- (a) Hold at a minimum, a one-hour lecture for CME based on a teaching curriculum aimed at preparing Paramedics and EMT's for recertification.
- (b) Hold bimonthly Quality Assurance meetings to discuss cases and issues from any or all agencies in the area.
- (c) Provide consultation for immediate case review on an as needed basis.
- (d) Provide consultation for Paramedic and EMT status reviews.
- (e) Assist, when needed, in arranging all appropriate training for the department.
- (f) Possess and maintain in full force and effect all licenses and permits required to practice medicine in the State of Utah and to perform the services required by this Agreement.
- (g) Possess and maintain a working knowledge of EMS laws and regulations, EMS dispatch and communications; and local mass casualty and disaster plans.
- (h) Be a graduate of a national or state EMS Medical Director Course.

2.3 Physician shall supervise the medical care provided by the City's field EMS personnel, as required by Rule R426-15-401 of the *Utah Administrative Code*, April 2009, as amended.

2.4 Physician shall consult with the EMS Director and shall provide on-site observation of EMS procedures in patient treatment on a not less than potentially quarterly basis; and shall utilize insights derived therefrom to improve the City's EMS training program and individual EMS personnel performance.

2.5 In accordance with Rule 426-15-401 of the *Utah Administrative Code*, April 2009, as amended, the Physician shall:

- (a) Develop and implement patient care standards which include written standing orders and triage, treatment, and transport protocols;
- (b) Ensure the qualification of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation;
- (c) Develop and implement an effective quality improvement training program, including medical audit, review, and critique of patient care;
- (d) Annually review triage, treatment, and transport protocols, and update them as necessary;

- (e) Suspend from patient care, pending review by the applicable State agency, field EMS personnel who do not comply with local medical triage, treatment and transport protocols; who violate any of the EMS rules; or who the Physician determines is providing EMS in a careless or unsafe manner. Physician, or the agency designee, shall notify the appropriate State agency within one (1) business day of any such suspension; and
- (f) Attend meetings of the local EMS Council, if one exists, and as able, to participate in the coordination and operations of local EMS providers.

2.6 The Physician shall serve as the liaison between the City EMS department and the administration and medical staff of Utah County hospitals.

2.7 Physician shall serve as the Off-line Medical Director for the City's EMS, and shall act as a consultant to the City in the areas of:

- (a) EMS equipment selection;
- (b) Program direction;
- (c) EMS competency evaluations of personnel; and
- (d) Operational policy and procedure.

Section 3 – Compensation.

3.1 **Salary.** Physician shall be paid \$_250.00__per quarter for a total of \$_1000.00 per year. Said maximum may be increased by mutual consent of the parties, and upon approval by the appropriate city official(s).

3.2 **Payment Schedule.** Physician shall be paid on or about August 15th each calendar year after services have been rendered. All financial commitments by the City shall be subject to the availability of funds approved by the City Council and limitations on future budget commitments provided under the Utah State Constitution and Utah State Statutes.

Section 4 – Insurance Coverage.

4.1 Physician, as EMS Medical Director, shall carry the following insurance coverage:

(a) Worker's Compensation Insurance coverage sufficient to cover the Physician's employees, if any, and shall furnish a Certificate of Insurance verifying said coverage. Said policy to provide that coverage thereunder shall not be cancelled or modified without at least thirty (30) days prior written notice to the City.

(b) Professional liability insurance (b) coverage equal to or greater than \$1,000,000.00 per incident and \$3,000,000.00 per annual aggregate medical claims. Physician shall furnish Certificates of Insurance verifying the foregoing to the City.

(c) In the event that governmental immunity limits are subsequently altered by legislation or by judicial opinion, the Physician will be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be reasonably acceptable to the City Attorney's Office.

Section 5 – Compliance with Applicable Law

5.1 The Physician shall obey all laws, ordinance, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act (FLSA), Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA).

5.2 Any violation of applicable law shall constitute a breach of this Agreement and the Physician shall hold the City harmless from any and all liability arising out of, or in connection with, said violation(s), including any attorney fees and costs incurred by the City as a result of such violation.

Section 6 – Termination of Agreement

6.1 Either party may terminate this Agreement for any reason or for no reason upon giving the other party not less than thirty (30) days written notice of the intent to terminate. Said notice shall be sent postage prepaid to the last known address of the party to be notified.

6.2 The City may, without prejudice to any right or remedy which it may have, and without the necessity of giving the thirty (30) day notice as set forth in Section 6.1 above, terminate this Agreement for cause in the event Physician fails to fulfill in a timely manner or in a satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and/or fails to cure any default or breach hereof after thirty (30) days written notice from the City of such default or breach.

6.3 In the event that this Agreement is terminated as provided herein, the City shall pay the Physician for any actual services satisfactorily performed prior to the termination date, as calculated by the City.

Section 7 – Non Discrimination

The Physician, for himself and his successors and assigns (if any), warrants and covenants that no person shall – solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability—be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services provided or required herein, unless such action is lawful and the characteristic is a bona fide occupational qualification.

Section 8 - Indemnification

Each party hereto agrees to indemnify and hold harmless the other party from any and all claims, suits, damages, and losses arising out of or resulting from the other party's performance of or failure to perform its duties under this Agreement; that the City agrees to defend, indemnify and hold harmless the Physician against any and all claims arising out of the acts or omissions of the City or any of its officers, officials, agents, and/or employees; and that the Physician agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, and/or employees from any and all claims arising out of the acts or omissions of the Physician or any of his employees, agents, or representatives.

Section 9 – Employment Status of Physician

It is understood and agreed by the parties that the Physician is not, and shall not be considered for any purpose whatsoever, an employee of the City; but rather, that the Physician is and shall be an independent contractor at all times during the performance of the services specified in this Agreement.

Section 10 – Severability, Interpretation and Captions

The invalidity of any portion of this Agreement shall not prevent the remainder thereof from being carried into effect; whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice-versa; that the use of any gender shall include any and all genders; and that the paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

Section 11- Notice

All notices to the parties, unless otherwise directed, shall be sent or delivered to the following addresses:

For the City:

SANTAQUIN FIRE/EMS
c/o CHIEF RYAN LIND
275 West Main Street
Santaquin, Utah 84655

For the Physician:

Mark N. Bair, MD
6048 West Dry Creek Cove
Highland, Utah 84003

Section 12 – Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party hereto.

Section 13 – Entire Agreement

This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing, signed by both parties.

Section 14 – Ambiguity

Any ambiguity in this Agreement shall be construed in favor of AGENCY .

Section 15 – Interpretation and Enforcement

This Agreement shall be governed by and enforced according to the laws of the State of Utah.

SIGNED AND ENTERED INTO THIS 4th day of December, 2019.

AGENCY :

By:

Its:

ATTEST:

PHYSICIAN:

Mark N. Bair, MD

K. Aaron Shirley

Santaquin City Recorder

Benjamin A. Reeves
Santaquin City Manager

Mark N. Bair, MD