

The City of Stillwater, Oklahoma, Professional Services Contract for Medical Director of Emergency Medical Services

AGREEMENT made as of the ____ day of _____, 2016, between the City of Stillwater, Oklahoma, a municipal corporation (hereafter referred to as “City”) and the Medical Director, Dr. Charles Olson, M.D.

For professional emergency medical control to meet the requirements of the Oklahoma Administrative Code, Chapter 641, “Emergency Medical Services”, for the delivery of Advanced Life Support services provided by the Stillwater Fire Department through Ambulance and Fire Services to the City of Stillwater and surrounding emergency response area.

The City and Medical Director agree as set forth below.

ARTICLE 1 **MEDICAL DIRECTOR RESPONSIBILITIES AND REQUIREMENTS**

- 1.1 The Medical Director shall be responsible for the Stillwater Fire Department procedures for providing pre-hospital medical care of persons requiring the services of the Stillwater Fire Department Ambulance and Fire Services.
- 1.2 The Medical Director shall meet the requirements under Part 11, Section 310:641-3-50 (c), of the Oklahoma Administrative Code.
- 1.3 The Medical Director will work through the Fire Chief of the Stillwater Fire Department.
- 1.4 The Medical Director will provide the Fire Chief professional opinions and guidance, as necessary, to develop adequate budgeting for medical operations, adequate personnel for the delivery of services, and improvements to operations and equipment.
- 1.5 The Medical Director shall ensure that Fire Department personnel operating under his/her authority are in compliance with the provisions of the Oklahoma Administrative Code, Chapter 641, Emergency Medical Services, and operate according to the protocol and standard operating guidelines established by the Oklahoma State Department of Health.

ARTICLE 2 **ADDITIONAL SERVICES**

The Medical Director shall have the authority to:

- 2.1 Establish medical standards for EMS dispatch procedures to assure that the appropriate unit(s) are dispatched in the appropriate manner to the scene of a medical emergency or injury. The Medical Director may implement appropriate medical quality assurance of dispatcher compliance with these established protocols. The Medical Director will work

- through the Chief of Police, and with the assistance of the Fire Chief, when dispatch procedures are modified or implemented.
- 2.2 Establish protocols for rendition of patient care and to monitor and supervise the rendition of such care.
 - 2.3 Extend the procedures and protocols permitted beyond that published in the policies and procedures when in his/her judgment, that is in the best interest of that individual patient.
 - 2.4 At his/her discretion, respond to the scene of emergencies at the request of Fire Department Command personnel to deal with situations requiring the presence of a physician. At those times when the Medical Director is not available for such response, he/she shall assist Fire Department Command personnel in obtaining necessary physician support.
 - 2.5 Personally respond to the scene of an injury accident to personally evaluate the performance of the Fire Department medical personnel.
 - 2.6 Meet quarterly with the Fire Department Staff to review performance, training and quality of emergency services provided to the community.
 - 2.7 Assist in development and delivery of EMS training on an as needed basis.

ARTICLE 3
MISCELLANEOUS PROVISIONS

- 3.1 The appointment as Medical Director is for a term of one (1) year, beginning July 1, 2016 and ending June 30, 2017, unless sooner terminated. Either party may terminate the Agreement upon giving thirty (30) days written notice to the other party of the intent to terminate.
- 3.2 The Stillwater Fire Department shall supply the Medical Director with a pager, radio, transportation to the scene of emergencies when needed, the necessary Fire Department support personnel, and such other assistance as may from time to time be required and/or requested by the Medical Director.
- 3.3 The Medical Director shall be considered an independent contractor and shall receive no salary or benefit package from the City of Stillwater or the Stillwater Fire Department. The Medical Director shall receive a fixed amount of Twelve Thousand and no/100 Dollars (\$12,000.00) each year to compensate the Medical Director for operating an emergency medical service delivery system under the medical license of the Medical Director, for providing the necessary professional services as required by Oklahoma State law to the Stillwater Fire Department, to cover costs of equipment not provided by the Stillwater Fire Department, travel by personal vehicle or commercial carrier, registration fees for emergency medical service related meetings and seminars, and compensation for damage to personal items.
- 3.4 The compensation provided to the Medical Director may be made on a monthly, quarterly, or yearly basis as mutually agreeable between the Medical Director and Fire Chief.
- 3.5 The Medical Director shall be responsible for his/her own malpractice insurance coverage.

3.6 This contract may be terminated by the City if the Medical Director fails to maintain his/her license to practice medicine, fails to provide services as agreed, violates any local, state, or federal laws, or if the City determines it is in its best interest to end the contract. If the City terminates the contract, the Medical Director shall keep any funds paid to date.

This agreement entered into as the day and year first written above.

MEDICAL DIRECTOR

DR. CHARLES OLSON, M.D.

Executed this ____ day of _____, 2016.

CITY OF STILLWATER, OKLAHOMA
A MUNICIPAL CORPORATION

Norman McNickle, City Manager

Attest:
(seal)

Elizabeth Chrz, City Clerk

Approved as to form and legality this ____ day of _____, 2016.

John E. Dorman, City Attorney