

Medical Director Consultant Agreement  
State of Georgia  
City of Forest Park Fire & Emergency Services

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This professional agreement, entered into this 1<sup>st</sup> day of January, 2022 between the City of Forest Park (hereinafter referred to as "CITY") and Christopher Edens M.D. (hereinafter referred to as "CONSULTANT") for emergency medical services is entered into subject to the following terms and conditions:

The CITY and CONSULTANT hereby agree that the terms of this contract provide an outline of the working relationship and responsibilities of the CITY and the CONSULTANT for the CITY'S emergency medical services (EMS) program which is part of the CITY'S Department of Fire and Emergency Services. The items in this contract in the following sections are aimed at identifying the CONSULTANT'S responsibility for services provided and expectations. The contract further supports the principle that the CONSULTANT will receive support from the Fire Department Administration and will direct his requests for equipment and equipment assignments; manpower and manpower assignments; and supplies of the Fire Department Administration.

#### Terms of Agreement

The terms of this agreement shall be for two (2) years effective upon the date that the contract is fully executed by all parties. The CITY may extend the agreement at the same term, conditions, for two (2) one-year renewals subject to CONSULTANT acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

1. The CONSULTANT shall accept responsibility for the medical performance of the Emergency Medical Technicians, Advanced Emergency Medical Technicians, and Paramedics employed by the CITY Fire Department.
2. The Fire Chief, through the Department staff and operational procedures, will establish Department policy for equipment and equipment assignment, and for supply purchase and use. The CONSULTANT in conjunction with the Fire Chief, shall establish dispatch procedures and priorities. The Fire Chief will establish Departmental policy on manpower assignments with recommendations made from the CONSULTANT.
3. The CONSULTANT agrees to both directly and indirectly supervise and accept responsibility for the medical performance of Emergency Medical Technicians, Advanced Emergency Medical Technicians, and Paramedics functioning in patient care capacity for the department and have full authority to direct and supervise the medical activities in the field, in training, and for certifications. Such supervision shall be accomplished by, but not limited to,
  - a. Physical accompaniment of Paramedics and EMT's on calls for service.
  - b. Monitoring radio transmissions to and from hospital emergency departments and related facilities.
  - c. Review of incident reports and associated documentation.
  - d. Conference and/or meetings in both individual and group settings.
  - e. Review of standard operating procedures and protocols involving multi-agency responses to medical emergencies.
4. These duties will be performed by the CONSULTANT at his/her convenience as often as is necessary to insure that proper medical standards and procedures are being followed. Cost for supplying necessary in-service instruction material will be assumed by the CITY and the material

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will become the property of the CITY. Furthermore, the Emergency Medical Services Coordinator shall be the CONSULTANT'S agent for the purpose of quality assurance.

5. The CONSULTANT shall have the services of the Fire Department Training Division, facility and staff to assist in carrying out training requirements for Emergency Medical Services training and agrees to assist in maintain training as needed for purposes of licensure for the State Office of EMS and the National Registry of Emergency Medical Technicians.
    - a. This training will include one (1) in-person training no less than every 3 months for all shifts or with arrangements for all shifts access to the training provided.
  6. The CONSULTANT shall provide the Fire Chief with written reports as requested by the Fire Chief regarding efficiency, effectiveness, and general performance of the CITY'S emergency medical services.
  7. The CITY will pay the CONSULTANT \$16,000.00 per year, with a quarterly payment of \$4,000.00 on receipt of an invoice in that amount.
  8. The CITY will provide access to desk space, telephone, internet, and radio communication equipment as needed and available to the CONSULTANT.
  9. The CONSULTANT agrees to develop and maintain Emergency Medical Services protocols that meet the mission of providing the highest quality of care with periodic reviews of existing protocols.
  10. The CONSULTANT shall assist in the maintenance and upkeep of the existing infection control program.
  11. The CONSULTANT agrees to provide interface to public health agencies; as needed, involved in the city, at the state, and regional levels and to participate in providing input to the State Office of EMS through Regional Meetings.
  12. The CONSULTANT agrees to assist in development of incident action plans for manmade, or natural emergencies as requested by the Fire Chief.
  13. The CONSULTANT will provide oversight to any incident that results in the injury of a firefighter and will act as liaison with the treating facility as requested by the Fire Chief.
- a) CONSULTANT represents that he will secure at his own expenses, all medical licenses and certificates required to perform all work under this Agreement;
  - b) All the services required hereunder will be performed by CONSULTANT or under the direct supervision of CONSULTANT.
  - c) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by CONSULTANT without the prior written approval of the CITY.

Rights in Data and Confidentiality

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All reports, information, data, or other documents, given to, prepared by or assembled by CONSULTANT under this Agreement shall be kept confidential and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's designated contract administrator. CONSULTANT will perform quality improvement activities while maintaining confidentiality of all information, and with protections for reviews and reports based on healthcare delivery laws and regulations.

#### Amendments and Modifications

The CITY may, from time to time, request changes in the scope of services to be performed by CONSULTANT hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the CITY and CONSULTANT shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

#### Termination

If, through any cause, CONSULTANT fails to fulfill its obligation under this Agreement in a timely manner satisfactory to the CITY, or if CONSULTANT violates any material provision of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to CONSULTANT specifying a termination date which shall be at least seven (7) days after the date of such notice given by the CITY. The CITY shall also have the right to terminate this Agreement without cause at its convenience upon thirty (30) days written notice to CONSULTANT. In the event of termination, all finished or unfinished material prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become the CITY's property and CONSULTANT shall only be entitled to compensation for satisfactory work performed up to and through the effective date of termination.

#### No Solicitations

CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the CITY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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Equal Employment Opportunity ("EEO" )

During the performance of this Agreement, CONSULTANT shall comply with all provisions of the CITY regarding Equal Employment Opportunity ("EEO") regarding nondiscrimination.

Standard of Care

CONSULTANT by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of the emergency medical profession and further contracts that in the performance of the duties herein set forth, will exercise such degree of care, learning, skill and ability as is ordinarily employed by Consultants under similar conditions and like circumstances and shall perform such duties without neglect or negligence.

Insurance

CONSULTANT shall incur the cost and maintain malpractice insurance during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the state of Georgia as presently set forth in the Georgia Code.

Indemnification

Notwithstanding anything contained in this agreement, CONSULTANT shall indemnify and hold harmless the CITY, its officers, agents, and employees/from any and all claims against the CITY, its officers, agents, and employees which arise out of any negligent act or omission of CONSULTANT.

Notices

All notices (including invoices) under this Agreement must be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial overnight courier, to the recipient's

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designated address, attention to the parties' authorized representative, or as may otherwise be specified by either party to the other. Notice shall be deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing; or (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery). Notices shall be addressed as follows:

If to CONSULTANT:

If to the CITY:

With a concurrent copy to:

Chief, Department of Fire and Emergency Services

#### Force Majeure

Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, unless otherwise mutually agreed to by the parties.

#### Governing Law

This Agreement and any questions concerning its validity, construction or performance or the rights and duties of the parties shall be governed by and controlled by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

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Severability

If any provision of this Agreement is found illegal, invalid or unenforceable under any applicable law or be so held by applicable court decision, such illegality, invalidity or unenforceability shall not render this Agreement illegal, invalid or unenforceable as a whole and that provision will be enforced to the maximum extent permissible; and the other provisions of this Agreement will remain in force.

Effect of Agreement

The parties agree that this Agreement shall not become binding on the CITY, and the CITY shall incur no liability upon the same, until such Agreement has been executed by the CITY, approved as to form by the CITY Attorney, and delivered to CONSULTANT.

Survival

After termination or expiration of this Agreement, all provisions regarding reporting requirements, ownership, confidentiality, indemnification, rights and obligations upon and following termination shall survive.

Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Integration Cause

This Agreement, including its applicable exhibits, represents the entire and integrated Agreement between the CITY and CONSULTANT regarding these transactions and replaces any prior oral or written communications between the parties. This Agreement may be amended or modified only by written instrument that is approved by the duly authorized representatives of the CITY and CONSULTANT.

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IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement by their duly authorized officers, as of the date first above written.

ATEST: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

Approved as to form:

City Official: \_\_\_\_\_