

## **CONTRACTOR PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional Contractor services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Dr. Jeff Johnson, hereinafter referred to as "Contractor."

### **WITNESS TO:**

**WHEREAS**, the City desires to ensure quality emergency medical services to the citizens of and visitors to Madison by and through its first responders; and

**WHEREAS**, state emergency medical services regulations necessitate the City's retention of a licensed physician to assume medical direction of and responsibility for the emergency medical technicians (EMT), advanced emergency medical technicians (AEMT), and paramedics of Madison Fire & Rescue (hereinafter sometimes referred to as "Department"); and

**WHEREAS**, the best interests of the City will be served by procuring the experience and unique professional services offered by Contractor and retaining him as Contractor for Madison Fire & Rescue; and

**WHEREAS**, the City desires to avail itself of Contractor's services, and Contractor desires to provide the same to City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

### **SECTION ONE: PROFESSIONAL REQUIREMENTS**

#### **A. Licensure.**

Contractor shall maintain a license to practice medicine in Alabama, and he shall remain in compliance with state regulations and in good standing with the Board of Medical Examiners.

#### **B. Specialization.**

Contractor shall maintain board certification by the American College of Emergency Physicians (ACEP), or a similarly approved board approved by the American Board of Medical Specialties. Such specialization requires that Contractor be a graduate of an approved allopathic or osteopathic physician training program and have completed the relevant internship, residencies, and/or fellowships.

#### **C. Certifications.**

Contractor agrees to remain certified in Advanced Cardiac Life Support and cardiopulmonary resuscitation and to remain familiar with the guidelines and regulations applicable to EMTs, AEMTs, and paramedics.

**D. Clinical Practice.**

Contractor agrees to remain in clinical practice in emergency medicine for an average of at least fifty (50) hours a month or six hundred (600) hours a year.

**SECTION TWO: RECOGNITION OF AUTHORITY**

**A. Practice of Medicine.**

City recognizes that Ala. Code §§ 34-24-1, *et seq.*, require the practice of medicine to be performed solely under the authority of a licensed physician. Further, City recognizes that Ala. Code §§ 22-18-1, *et seq.*, provide further guidelines as to how the practice of medicine may be monitored or established under the authority of Contractor. As the designee of the Mayor, the Fire Chief will ensure that City guidelines and directives do not conflict with these statutes, rules, and regulations.

**B. Protection of the Public.**

Contractor recognizes that, under Ala. Code §§ 11-43-1, *et seq.*, that the protection of the citizens within the City's jurisdiction is the primary responsibility of the City. The City maintains the right to set forth its guidelines and directives in a manner that ensures the best possible level of protection of the citizens within its jurisdiction, and those within its mutual aid agencies. Contractor will ensure that all protocols are written in a manner that does not conflict with the operational responsibilities of the City, including, but not limited to: budgetary concerns, operational responses, staffing, or promotional processes. Contractor agrees to ensure that the Fire Chief has had a substantive opportunity to review and provide input to Contractor as to the impact of any new protocol prior to its release.

**C. Restriction of Scope of Practice.**

City recognizes that Contractor has the exclusive right to restrict the scope of practice of any and all EMTs, AEMTs and paramedics as Contractor deems necessary. Contractor agrees to do so only after following the steps outlined in a Quality Management Program (QMP) defined by both Contractor and the Fire Chief.

**D. Removal from Employment.**

Contractor recognizes that City has the exclusive right to terminate the employment of any individual employee. In the event that the scope of authorized practice of an EMT/AEMT/Paramedic is restricted or removed by Contractor, City retains the ability to reassign or otherwise determine if there is a continued role for the employee within the organization, provided that the role does not place them in a patient care role that would require approval by Contractor.

**E. Roles Requiring Medical Director Approval.**

City employees may not perform in the role of paramedic or AEMT without the approval of Contractor.

**F. Authority to Remove for Critical Deficit.**

Both City and Contractor agree that there may be instances where it becomes apparent that critical deficits exist in a paramedic's, AEMT's, or EMT's ability to perform care in life-threatening situations. In that event, the Fire Chief may outline in internal policies which officers may remove the paramedic, AEMT, or EMT from providing patient care responsibilities, pending further review. Contractor may also immediately restrict a paramedic's, AEMT's, or EMT's scope of practice, via notification of the on-duty Battalion Chief, in instances where the on-duty Battalion Chief is notified of a critical deficit that has occurred on arrival at the emergency department of a hospital. In each case, documentation shall be provided to both Contractor and the Fire Chief within twenty-four (24) hours as to the reasons for immediate, temporary removal from scope of practice. City maintains the right to employ the individual in a non-EMS role during this time, based on City policies. A good faith effort will be made by the Parties to review both the individual's critical deficits and the decision to remove them from duty under this provision.

**SECTION THREE: STATUS OF DEPARTMENT OPERATIONS**

**A. Description of City EMS Operations.**

EMS is provided through City apparatus. In the unlikely event that a paramedic or AEMT is not available to staff an apparatus, all drugs and fluids will be secured or removed from that apparatus until a paramedic or AEMT becomes available.

**B. Type of Operations.**

City provides operational response capabilities that may require the provision of EMS services to patients and/or firefighters, such capabilities including, but not being limited to, the following:

1. Structural and Other Fire Response
2. EMS Response
3. SRT Medic Program
4. Community Wellness Checks
5. Technical Rescue, including Vertical, Confined Space, and Building Collapse
6. Disaster Response to Radiological, Biological, Chemical, or Pandemic Situations
7. Hazardous Materials Response

**C. Expanded Medical Protocols.**

Parties agree to review the types of EMS care that may be needed in each of the above operational responses and to ensure the appropriate protocols, training, and oversight are in place to meet the needs of City and the citizens it serves. Parties agree

that expanded medical protocols may be limited to a specific situation outside the routine EMS responses, as approved by Contractor and Alabama Department of Public Health, EMS Division.

**D. Only Listed Department Activities.**

Parties agree that Contractor is only responsible for medical direction of the explicitly listed operations in this Agreement and that any new operational areas requiring medical direction must be approved as an addendum hereto.

**SECTION FOUR: OBLIGATIONS OF CONTRACTOR**

**A. Communication with Department.**

Contractor agrees to communicate, in a timely manner, any concerns or issues with personnel or Department operations directly to the Fire Chief or his designee.

**B. Training/Credentialing.**

Contractor agrees to assist City in developing and conducting training programs to meet license and credentialing requirements.

**C. Oversight of Quality Management Program (QMP).**

Contractor agrees to maintain direct oversight of Madison Fire & Rescue's Quality Management Program, to routinely review its policies and procedures, and to meet with paramedics, AEMTs, EMTs, command staff, and company officers as determined within the QMP.

**D. Community Wellness.**

Contractor agrees to assist City with its development and maintenance of a Community Wellness program including, but not limited to health fairs, blood pressure checks, elderly wellness checks, Vial-for-Life programs, and other community projects as identified by the Parties.

**E. Disciplinary Action of an Employee.**

Contractor agrees to be available, at the request of City, to review the quality of medical care provided by an employee during any disciplinary hearings. Parties agree that input will be limited to the employee's performance as an EMT/AEMT/paramedic and any relevant actions or trainings taken as a result of the QMP procedures.

**F. Ride-Along Program.**

Contractor agrees to ride along with City a minimum number of hours as agreed by the Fire Chief and Contractor. However, Contractor is welcome to ride along anytime.

**G. Refrain from Financial Obligations.**

Contractor agrees to review the financial impacts of any/all medical protocol changes with the Fire Chief prior to implementation of new protocols. Further, Contractor

agrees to ensure that the Fire Department's budget provides for the necessary funds in advance of enacting any new medical protocols, procedures, or research.

**H. Timeline for Release of Protocols.**

Contractor agrees to establish a timeline for the release, training, implementation, and initial evaluation of all new protocols or changes to existing protocols to ensure that City's operations are not unduly burdened to meet sudden deadlines or obligations. Parties agree that a minimum of thirty (30) days should be permitted for implementation prior to the inclusion of the protocol in the Deficiency Notification or Remediation steps of the QMP set forth herein. Parties likewise agree that any protocols requiring familiarization with new procedures or medications should likewise include the pertinent continuing education coursework prior to implementation of the protocol.

**SECTION FIVE: OBLIGATIONS OF CITY**

**A. Communication with Medical Director.**

City agrees to communicate, in a timely manner, any concerns or issues with personnel, medical protocols, or Department operations directly to Contractor.

**B. Initial Hire Process.**

City agrees to allow Contractor the opportunity to review the applications of EMS personnel prior to the offering of a position on City. Contractor has five (5) business days to review any hiring candidate lists and provide a "yes" or "no" to each individual based on Contractor's willingness to permit them to function on his medical license.

**C. Assigned Job Positions.**

City agrees to identify the EMS level of certification for each member upon initial hire and on an annual basis.

**D. Disciplinary Action of Employee.**

To the extent allowed by City policies and procedures, City agrees to immediately notify Contractor of any actions taken against an employee that would change the employee's role as an EMS provider. Parties agree that the only details of such actions that will be shared will be those that pertain to the employee's role as an EMS provider and any anticipated changes to their future role as an EMS provider within City.

**E. Agency Licensure.**

City agrees to maintain any licenses required of it under applicable Alabama laws, rules, or regulations. Contractor will be notified immediately of any change in licensure status.

**F. Scope of Operations.**

City agrees to inform Contractor of any anticipated changes in fire department operations that would alter the scope of the emergency medical services being provided, including, but not limited to:

1. addition of a specialty team response;
2. elimination of a specialty team response;
3. addition of mutual aid responsibilities; or
4. expansion of services geographically or medically.

**G. Addressing Command Staff.**

City agrees to permit Contractor to attend and observe Command Staff meetings to gain an appreciation of Department operations. With advance notice to the Fire Chief, Contractor may be granted the opportunity to address the Command Staff on matters that impact the current delivery of EMS within City's jurisdiction.

**SECTION SIX: DESIGNEES**

**A. City Designees.**

Only the Mayor may sign modifications to this Agreement. However, in the interest of efficient operations, the Fire Chief may designate subordinate members to serve prescribed functions. Such designation will be made in writing to Contractor.

**B. Medical Director Designees.**

Only Contractor may sign modifications to this Agreement, protocol changes or documents modifying or permitting the scope of practice of a Department's EMS-certified employee.

**C. Disciplinary Actions Against an EMS Certification.**

Only Contractor may take action against an EMS certification. Designees may only take the initial steps as outlined in Contractor-approved QMP.

**SECTION SEVEN: QUALITY MANAGEMENT PROGRAM (QMP)**

**A. Components.**

In cooperation with Contractor, City will develop and implement a Quality Management Program. The QMP program will be approved by Contractor and Fire Chief.

**B. Continuing Education.**

Parties agree that the Fire Chief or his designee will be primarily responsible for maintaining records, credentialing and licensure as required by State rules and regulations and for providing Continuing Education that meets the state requirements for certification and credentialing. Topics will be determined in collaboration with Contractor to ensure City's identified needs are met.

**C. Field Training Program.**

Parties agree City will utilize its personnel to establish a field training program that meets the approval of Contractor. During the program, new employees (or new paramedics/AEMTs) will function under the direct supervision of an approved paramedic/AEMT. In the event a new employee does not satisfactorily complete the field program, Department will be under no obligation to seek Contractor's approval, but must notify him of the employee's intended role in City. Parties agree that Contractor must sign off on the completion of the field training program prior to City's use of the employee in an EMS role outside of the provisions of the field training program.

**D. Remedial Training and Limiting Scope of Practice.**

Parties agree that Contractor will identify in writing the level of severity of protocol infractions and their consequences in a manner that ensures full and impartial disclosure to Department personnel of the potential consequences of failure to adhere to protocols. Parties agree that all infractions will be identified as Minor, Moderate, and Critical, and that the QMP will clearly outline the consequences for first occurrences of each as well as the consequences of multiple infractions. Contractor agrees to define, in writing, what level and frequency of infraction may result in a limitation or removal of scope of practice.

**E. Further Aspects of the QMP.**

Details of the above processes and procedures may be delineated in Department policies as agreed by both Parties. Parties agree they will both review and agree to the implementation of such policies prior to their use in City.

**SECTION EIGHT: INDEPENDENT CONTRACTOR STATUS**

**A. Budgetary Commitments.**

Parties agree that there will be no specific budget line items for research, new protocols, or new medical equipment that are not approved as a part of the budgetary process. City will provide Contractor with the opportunity to provide written recommendations, complete with justifications, for new equipment, procedures or training plans that would require a budgetary commitment from City as a part of the budgetary process. City agrees to provide Contractor with an opportunity to discuss any such recommendations with the Fire Chief in advance of the annual budget deadline. Contractor agrees to ensure that any new protocols or procedures that would require a budgetary commitment will be introduced in concert with scheduled budgetary adjustments so as not to incur liability on either Party or that such protocols are labeled "optional if equipment is available."

**B. Fee for Medical Direction Services.**

Contractor will receive a fee for his services provided within this contract. Parties agree that this fee covers all explicitly-stated duties, as well as any incidental time demands that result as part of the duties of this contract, including, but not limited to, personnel situations, remediation, inter-agency problem resolution, protocol revisions and review of training plans. The fee for this service shall be one thousand six hundred fifty dollars

(\$1,650.00) per month, payable directly to Contractor on the first of each month after receipt of a proper invoice. As an Independent Contractor, Contractor will be solely and exclusively responsible for the payment of all federal, state, and local taxes that may be due as a result of the compensation provided for in this paragraph.

**C. Worker's Compensation.**

Contractor will be covered by the City's Worker's Compensation policy, but only when his duties are being performed on city property, while riding on the City's fire apparatus, or while engaged in a response with fire department personnel. This provision of Worker's Compensation insurance coverage by the City for Contractor as a subcontractor shall in no way create any relationship, agency or otherwise, other than the independent contractor relationship described in subsection E.

**D. Medical Liability Coverage.**

Contractor recognizes that the City insurer provides no Medical Liability Coverage or Legal Representation in conjunction with this agreement. Contractor agrees to maintain any and all medical malpractice insurance or errors and omissions insurance associated with the continued clinical practice in emergency medicine and in the practice as medical director.

**E. Independent Contractor Relationship.**

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be an employee of the City nor shall be entitled to any benefit of City employment whatsoever. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City.

**F. Indemnification.**

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered as a result of the instant Agreement.

**SECTION NINE: LABOR RELATIONS**

**A. Grievances Against City.**

Parties agree that in the event of a grievance initiated by a City employee under the City of Madison Personnel Policies and Procedures, Contractor will function exclusively as an agent of City and will meet with employees only at the request of the Fire Chief and in the presence of the Fire Chief or his designee.



**B. Grievances Against Contractor.**

The Fire Chief acts as the Mayor's designee for the fulfillment of any action taken under this Agreement and initiates any action that may be addressed under the Grievance section of the City of Madison Personnel Policies and Procedures. Thus, Contractor is not expected to answer directly for any action addressed in an employee grievance.

**SECTION TEN: TERMS AND LIMITATIONS**

**A. Term of Contract.**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities and shall expire three (3) years thereafter. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect.

**B. Termination by Either Party.**

Either party may terminate this agreement prior to the end of the specified term. Such termination may take place only after notice is provided in writing. Parties agree that any termination must provide at least three (3) months advance written notice to ensure a smooth transition of licensure coverage, quality management program initiatives, and other ongoing aspects of EMS. The effective date of termination shall be the last day of the third full month after the written notice and Contractor shall be compensated through that month.

**C. Entire Agreement.**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

**D. State and Federal Laws Supersede Agreement.**

Nothing in this Agreement shall be construed as to permit either Party to deviate from administering their responsibilities in good faith in accordance with state and federal statutes. This Agreement shall be governed by the laws of the State of Alabama.

**E. Validity and Effect of Provisions.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**F. Failure to Enforce Agreement.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**G. Third-Party Rights.**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,  
a municipal corporation**

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**Contractor**

\_\_\_\_\_  
Jeff Johnson, M.D.

Date: \_\_\_\_\_

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeff Johnson, M.D., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public