

AGREEMENT

This agreement made this ___th day of, 2008, by and between _____EMS hereinafter called _____, and _____, M.D., (address), Tennessee, hereinafter called the "Contractor".

ARTICLE 1

BASIC AGREEMENTS

1. SCOPE OF SERVICES. The Contractor will serve as the _____EMS Medical Director throughout the term of this Agreement. As the _____EMS Medical Director, Contractor will:

(A) Provide off-line medical control services to include review/approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to _____EMS regarding EMS and medical control, and other mutually agreed upon duties;

(B) Review reports and run sheets for incidents;

(C) Assist the EMS Director in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations;

(D) Participate in educational programs for _____EMS;

(E) Advise the EMS Director and the County Mayor on issues relating to the provision of quality emergency medical care by the agency's personnel;

(F) Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel;

(G) Provide other medical advisory services related to the first responder program and other programs of the agency as necessary;

(H) Act in the role of consultant for the Advanced Life Support personnel of the agency; and

(I) Assist in the coordination of research projects and their implementation to include the obtaining of grants.

1.2 TERM. This Agreement shall commence on (date) and expires on (date).

1.3 COMPENSATION. For the satisfactory performance of the duties enumerated above, _____EMS shall pay Contractor the sum of ? Thousand Dollars (\$?,000.00) per year; said amount shall be paid in twelve (12) equal monthly payments of ? Hundred Dollars (\$?00.00) each, payable by the 15th day of the month after services are rendered.

1.4 EFFECT OF CONTRACTOR'S DEATH. This Agreement shall terminate immediately upon the death of the Contractor, and upon the happening of that event, the agency shall not be liable for any payments under this Agreement occurring thereafter.

ARTICLE 2

HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless _____EMS, its agents and employees, and _____ County, Tennessee, from any and all liability and expenses to Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of _____EMS, its agents or employees.

The Contractor shall defend, indemnify and hold _____EMS, its agents and employees,

and _____ County, Tennessee, harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of _____ EMS, its agents or employees, and _____ County, Tennessee.

ARTICLE 3

INSURANCE

Contractor will procure and maintain for the duration of this Agreement, Professional Liability Insurance, with a limit of not less than ? Million Dollars (\$?,000,000), to cover claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Contractor, his agents, representatives, employees or subcontractors. Additionally, Contractor will maintain automobile liability insurance for the duration of this Agreement.

ARTICLE 4

TERMINATION

Either party may cancel this Agreement, with or without cause, with a _____ day written notice to the other party. The parties are not obligated to perform or pay for any services pursuant to this Agreement after receipt of the notification of cancellation. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract pursuant to this Article.

ARTICLE 5

NON-DISCRIMINATION

The Contractor:

(A) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;

(B) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability;

(C) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and

(D) will include these provisions in every subcontract or sublease let by or for him.

ARTICLE 6

ETHICAL STANDARDS

(1) Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:

(i) The contractor or the contractor's immediate family;

- (ii) A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner or employee; or
- (iii) Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.

(2) GRATUITIES. Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:

- (i) An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity;
- (ii) A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity; or
- (iii) A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

(3) KICKBACKS. Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

ARTICLE 7.

RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional terms of one (1) year each unless

not less than ninety (90) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1. Independent Contractor. The Contractor will render all services as an independent contractor; it will not be considered an employee of ____EMS, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of ____EMS.

8.2 Assignment. The Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of ____EMS.

8.3 Subcontracts to the agreement. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of ____EMS.

8.4. Written Amendments. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.5. Required Approvals. Neither the Contractor nor ____EMS is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

8.6 Article Captions. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

8.7. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.

8.8. Federal, State and Local Requirements. The Contractor is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.

8.9. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee, and proper venue for litigation concerning this agreement shall be in _____ County, Tennessee.

8.10. Notices. All notices of either party to terminate this agreement shall be given in writing and sent by registered mail, addressed to the other party as herein provided.

Notice to ____EMS shall be given at the following address: (EMS address); notice to the Contractor shall be given at (address), Tennessee.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

_____EMS

by _____
EMS official

your name