PROFESSIONAL SERVICES CONTRACT (“BEFORE”)

THIS AGREEMENT is made and entered into by and between XYZ County, hereinafter referred to as the “County” and EMS Physicians, Inc., hereinafter referred to as the “Contractor”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

SCOPE OF WORK

1. Contractor shall serve as designated EMS Medical Director for XYZ County Fire Department pursuant to 18 NMAC 4.2 “Ambulance Medical Rescue Services” and 7 NMAC 27.3 “Medical Direction for Emergency Medical Services”.

2. Contractor shall be knowledgeable in the laws and regulations affecting the EMS service, the practice of EMTs, the training and continuing education requirements of field personnel, and the methods of quality assurance of prehospital care.

3. Contractor shall provide advice of a clinical nature to the EMT captain or his designee.

4. Contractor will provide, if required, advice to the County Manager, County Commission or subcommittees as established by the County Fire Department.

5. Contractor shall approve the level of prehospital care, which may be rendered locally by each EMS personnel within the system, regardless of the EMS provider’s level of state certification or licensure.

6. Contractor shall assist in the development, revision, and implementation and sign written treatment protocols and standing orders for the service. Protocols will be reviewed at least annually.

7. Contractor shall review and approve the training standards of the service for initial and continuing medical education including assisting in the training of volunteers at four different locations at least twice per year.

8. Contractor shall create a continuous quality improvement program for the service to include:

   a) data collection, both optional and clinical;
   b) ongoing evaluation of care being rendered;
   c) investigation and resolution of medically related complaints;
   d) when appropriate, in concurrence with the EMS Captain, make corrective action/disciplinary decisions;
   e) regular review and on-site evaluation of EMS personnel;
f) regular review of system compliance with state regulations.

9. Contractor shall serve as liaison between the service and the local medical community, medical facilities, regional and state EMS agencies, and applicable political subdivisions.

10. Contractor shall develop a written procedure on the method by which medical control of an individual EMS provider may be withdrawn or withheld because of noncompliance with service procedures, other relevant laws and regulations, and accepted medical standards. This procedure shall be consistent with 7 NMAC 27.3 and the internal policy of the County.

11. Contractor shall have authority to require specific action be taken by the EMS service to correct deficiencies noted in the continuous quality improvement process or violations of pertinent laws and regulations relating to emergency medical services, equipment, personnel, policy or procedure.

12. Contractor shall provide regular written quarterly reports on activities as EMS Medical Director as stated in this Scope of Work to the EMS Captain.

13. Contractor shall participate in bi-monthly meetings, or as scheduled, with the EMS Captain and/or Chief.

14. Contractor shall provide liaison between EMS personnel and physician administrative personnel from neighboring hospitals.

15. Contractor shall assist in performing annual physicals for all personnel, and oversee the Hepatitis B vaccine program for the XYZ Fire Department.

16. Contractor shall, if requested, assist in program development, identifying and obtaining new resources, and writing grant proposals.

17. Contractor shall represent the County EMS service on regional councils, boards and other related organizations.

18. Contractor shall be reasonably available to key designated personnel regarding matters of patient care and unusual problems they may face in their day to day duties.

19. Contractor shall attend or have attended a NM EMS Medical Director’s course within twelve months. National equivalency training in EMS Medical Direction is acceptable.
COMPENSATION

1. The County shall pay to the Contractor in full payment for services rendered an amount not to exceed $15,000 per fiscal year, including gross receipts taxes, if applicable.

2. Payments shall be made upon receipt of a detailed, certified invoice and acceptance of the work by the County. Thirty (30) days shall be allowed for payment after receipt of the invoice. Quarterly invoicing with the first quarter available at time of contract inception is preferred.

TERM

1. This Agreement shall become effective on date of execution of this Agreement by all parties and shall terminate on July 1 of the next year unless terminated pursuant to the Termination paragraph below.

TERMINATION

1. This Agreement may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

STATUS OF CONTRACTOR

1. The Contractor and his employees are independent contractors performing professional services for the County, and are not employees of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, the Contractor and his agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles or participate in any other benefits afforded to County employees.

ASSIGNMENT

1. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written permission of the County.

SUBCONTRACTING

1. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written permission of the County.
LIABILITY AND INSURANCE

1. It is expressly understood by and between the parties hereto that the Contractor shall hold the County harmless for all losses, damages, claims, or judgments on account of any suit, judgment, execution, claim, action, or demand whatsoever resulting from Contractor’s actions or inactions under this agreement.

RECORDS AND AUDIT

1. Contractor shall maintain detailed records of all services identified in the Scope of Work. Said records are to be maintained in each ambulance. The County shall have the right to inspect all records and audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

RELEASE

1. The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liability, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

CONFIDENTIALITY

1. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

PRODUCT OF SERVICES: COPYRIGHT

1. All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County as provided for in this Agreement, but no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

CONFLICT OF INTEREST

1. The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
AMENDMENT

1. This Agreement shall not be altered, changed or amended except by instrument in writing and executed by the parties hereto.

ADDITIONAL SERVICES

1. The parties agree that all tasks set forth in the Scope of Work shall be completed in full, to the satisfaction of the County, for the amount set forth in this Agreement, and for no other cost, amount, fee or expense.

SCOPE OF AGREEMENT

1. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

APPLICABLE LAW

1. The Ordinances of XYZ County and the laws of the State of New Mexico shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of July, 2000.

____________________
Contractor

____________________
County Manager

Approved as to form:
County Attorney