

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between Michael Mandrell, M.D., a Colorado Emergency Medicine Physician, hereinafter referred to as “MD” and Pueblo, a municipal corporation, hereinafter referred to as “AGENCY”, agree as follows:

RECITALS

1. **MD** is a licensed physicians who possesses all qualifications required by law to act as medical director including all requirements and qualifications set forth in Chapter 2 of 6 CCR I 015-3, Rules Pertaining to EMS Practice and Medical Director Oversight ("Rules").
2. **AGENCY** is an EMS Services Agency under the Rules.

AGREEMENTS

1. PHYSICIAN SERVICES

MD shall perform all duties as the medical director for Agency required or consistent with the Rules, including but not limited to the following:

- A. **Trip Sheet Review:** The MD shall perform trip sheet reviews on a monthly basis as the Agency and MD see fit unless the trip sheet involves one of the following:
 - a. Transports during which advanced or waived procedures are performed
 - b. Emergent returns
 - c. Refusals of transport
 - d. Deviations from protocol
 - e. Patient complaints
 - f. Behavioral issues

It is the Agency’s responsibility to present in a timely manner these trip sheets to MD medical director for review.

- B. **Continuing Education In-Service:** The MD shall provide periodically continuing education in-services as requested. The date and topics will also be mutually agreed upon and scheduling of the in-service will be announced to its members by the Agency.
- C. **Protocol Review:** The MD will annually review Agency protocols and standing

orders and updated as needed.

- D. **Waivers:** The MD will oversee the approval process and renewal process of any Colorado EMS Medical Waivers that the Agency might have or create. The Agency will be responsible for reporting data as outlines in the Waiver approval.

MD shall be responsible for the professional quality, timely completion and the coordination of all services rendered by MD, including but not limited to reports, policies, and procedures, and shall, without additional compensation promptly remedy and correct any errors, omissions and other deficiencies. MD represents that is has, or will secure at its own expense, all personnel necessary to perform the services pursuant to this Agreement. All services shall be performed by MD or under its supervision and all personnel engaged in performing said services shall be qualified to do so.

2. **COMPENSATION:** Compensation for the above services shall be \$950.00 per month, payable on the first of each month to:

MD
Name
Address
City, State Zip

3. **TERM:** The term of this agreement shall be for one (1) year. This agreement may be terminated by either party within ninety (90) days written notice to the other party. This agreement shall automatically renew for successive one-year periods unless otherwise terminated.

4. **INDEMNITY AND INSURANCE RESPONSIBILITIES:**

- A. MD shall assume all risk in connection with MD's performance of this Agreement and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the MD, his/her agents, servants, and/or employees in connection with the prosecution and completion of the services under the Agreement. The MD shall indemnify and hold Agency and its past, present and future elected officials, officers, directors, agents, counsel and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the Agency arising from the negligent or willful acts, errors or omissions of the MD, its agents, servants and/or employees in the performance of this Agreement, and the MD will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or

termination of this Agreement.

- B. MD, at its own expense, shall keep in full force and at all times maintain during the term of this Agreement Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to Agency, coverage for MD on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The MD, at its own expense, shall keep in force and at all times maintain during the term of this Agreement Professional Liability coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate for errors and omissions damages. The MD shall provide Agency with Certificates of Insurance on such policies in forms acceptable to the Agency, which Certificates will be furnished to the Agency upon execution of this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Further, MD shall name the Agency as an additional insured under such insurance policies and shall furnish evidence of the same to the Agency.
- C. MD shall comply with state and federal requirements pertaining to Workmen's Compensation insurance and employee liability insurance. MD acknowledges that MD and any employees are not entitled to unemployment insurance benefits from the Agency and that the Agency will not pay for or otherwise provide such coverage to MD or any of its employees.

5. MISCELLANEOUS PROVISIONS:

- A. No Multi-year Fiscal Obligation on the Agency. This agreement is expressly made subject to the limitation of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriates by the Agency contrary to Article X, s 20 Colorado Constitution or any other constitutional, statutory or charter debit limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of the Agency which may arise under this agreement in any fiscal year after 2022, in the event the budge or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Agency.
- B. Relationship: The parties understand and agree that MD is an independent contractor and is not an employee of Agency. As an independent contractor, MD

is not entitled to employee compensation or any employee benefits that Agency may provide to its employees. MD shall procure and maintain during the period of this agreement and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado.

- C. Work Quality: MD warrants to Agency that all services will be provided in a timely and professional manner in accordance with the reasonable standards of the profession.
- D. Third Parties: This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceedings against either party hereto.
- E. Assignment: This Agreement is for personal services predicated upon the special abilities or knowledge of MD This Agreement. This Agreement shall not be assigned by MD without the prior written consent of the Agency, which consent may be granted, denied, or conditioned in Agency's sole and absolute discretion
- F. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding between the parties.
- G. Modification: This Agreement may be modified or amended only by written instrument signed by both parties hereto.
- H. Law and Venue: The laws of the State of Colorado shall govern this Agreement and any dispute concerning same that can't be resolved without litigation, venue shall be held in Pueblo District Court.
- I. Attorney Fees: If an action is brought to enforce this Agreement or for damages as a result of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
- J. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement and that the person signing this Agreement has been authorized by the party to sign on its behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written .

AGENCY-PUEBLO, a municipal corporation,

MD-Michael Mandrell

By: _____
MAYOR

ATTESTED BY: _____
CITY CLERK

