



Lumpkin County Emergency Services

57 A Pinetree Way
Dahlonega Ga. 30533

Business (706) 864-3030 Fax (706) 867-9099 EMA (706) 864-9180

Staff Analysis

Date: 4-26-2016

Agenda Item: Medical Director Agreement 2016

Item Description: This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller, Jr., M.D. hereinafter called Director.

Facts and Historical Information: The State of Georgia Office of EMS requires that any medical service in the State of Georgia serving a population of 12,000 people or more must have a Medical Director. The Statute is located under 290-5-30-.07 (I).

Potential Courses Of Action:

1. Renew the agreement between the current Director and LCES so they can continue to provide the medical care for the Citizens and all other people that may pass through Lumpkin County.
2. Not renew the agreement and run the risk of fines from the Georgia State Office of EMS. Also, run the risk of having the County's Ambulance and emergency Services license revoked.

Budget Impact: The cost for this service will be in the amount of \$2,500.00. This cost has not changed since 2011 and it is already included in the operating budget, so there will not be any budget impact.

Staff Recommendation: Continue the agreement with Dr. Freeman. The Citizens of Lumpkin County would benefit from his guidance and oversight of our EMS program. It will help our Department to continue to provide the best care and service for all that live and travel throughout the County.

LUMPKIN COUNTY EMS MEDICAL DIRECTOR AGREEMENT

This agreement is made effective as of May 17, 2016, by and between the governing authority of **Lumpkin County, Georgia**, a body politic and corporate, hereinafter called "COUNTY" and **Jack Miller Freeman, Jr., M.D.** hereinafter called "DIRECTOR".

WITNESSETH:

Whereas, COUNTY has an obligation to have a medical director for its ambulance service pursuant to DHS Rule 290-5-30-.07 (i); and

Whereas, DIRECTOR is willing act as such director and provide medical direction for County's ambulance service.

Now, therefore, the parties, intending to be legally bound agree as follows:

SCOPE OF SERVICES

1. DIRECTOR shall serve as medical authority for the ambulance service, serving as a liaison between the ambulance service and the medical community, medical facilities and governmental entities.

2. DIRECTOR shall provide for medical direction and training for the ambulance service personnel in conformance with acceptable emergency medical practices and procedures.

3. DIRECTOR'S duties shall include but not be limited to the following:

- (i) The approval of policies and procedures affecting patient care;
- (ii) The formulation of medical protocols and communication protocols;
- (iii) The formulation and evaluation of training objectives;
- (iv) Performance evaluation;
- (v) Continuous quality improvement of patient care; and
- (vi) Development and implementation of policies and procedures for requesting air ambulance transport.

4. All services rendered and documents prepared by DIRECTOR shall conform to all laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices and commissions having authority over such matters.

COMPENSATION

Unless and until the Agreement is terminated, as compensation for the services rendered by the DIRECTOR that are specified in this Agreement, the COUNTY agrees to pay DIRECTOR an annual fee of Two Thousand and Five Hundred Dollars (\$2,500.00) each year payable within 30 days of the binding date of this agreement.

TERMINATION

COUNTY reserves the right to terminate this Agreement at any time at its sole discretion by giving DIRECTOR sixty (30) days notice. The COUNTY also may terminate this Agreement immediately should DIRECTOR lose any necessary certification or license.

DIRECTOR reserves the right to terminate this Agreement at any time at his sole discretion by giving COUNTY sixty (60) days notice.

INDEMNIFICATION

DIRECTOR shall indemnify COUNTY for any and all claims, losses, actions, images, liability, costs and expenses which arise out of the performance or non-performance of its duties under this Agreement, including any acts or omissions of its employees or agents. DIRECTOR shall not be responsible and shall have no duty of indemnity to COUNTY for any liabilities which arise solely from the negligence, misfeasance, action, inaction or other failure of the COUNTY, its officers, employees or agents.

INSURANCE

DIRECTOR, at his sole cost and expense, shall obtain and maintain or cause to be obtained and maintained during the term of this Agreement, Physicians and Surgeons Professional Liability Policy in the following amounts: \$1,000,000 each loss limit and \$3,000,000 aggregate limit. A certificate of insurance evidencing the above coverage shall remain in full force and DIRECTOR will supply the COUNTY with a copy of said certificate hereunder upon request.

MODIFICATION

This Agreement represents the entire Agreement between the parties hereto and shall not be modified in any manner except written instrument executed by the parties and attached hereto.

DEFAULT

In the event any default by either party under this Agreement results in litigation, the prevailing party in any such litigation shall be entitled to recover its reasonable attorney fees and costs in connection with said litigation.

GOVERNING LAW

This Agreement shall be governed under the laws of the State of Georgia.

TERM OF CONTRACT

This contract shall commence on July 1, 2016, and shall end on June 30, 2017. This contract may be renewed for successive one year terms upon agreement of both parties.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound hereby as of the date first set out above, have set their hands and seals on the date set out below.

This ____ day of _____, 2016.

COUNTY:

DIRECTOR:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Jack Miller Freeman, Jr., M.D.

Attest:

Kathleen C. Walker
Clerk, Lumpkin County