

MIAMI TOWNSHIP FIRE-RESCUE

101 E. Herman Street, Yellow Springs, Ohio 45387 (937) 767-7842 • Fax: (937) 767-7811 • Web: www.mtfr.org

Medical Director Agreement

This Medical Director Agreement ("Agreement") is made as of Novimber 12, 202

("Effective Date") by and between Miami Township Fire-Rescue (hereinafter the "'Organization"), and Dr. Alyssa J. Gans, a physician duly licensed in the State of Ohio {hereinafter the ("Medical Director"). Miami Township Fire-Rescue provides emergency medical services (EMS} through its department and the organization desires to engage Dr. Alyssa J Gans to serve as Medical Director, and the Medical Director desires to serve in such role on the terms and subject to the conditions set forth in this agreement This agreement shall commence on the Effective Date and continue until terminated in accordance with the termination section of this agreement.

Minimum Qualifications of Medical Director: In accordance with OAC 4765.3.0S(A), the Medical Director represents and warrants that he/she meets the following minimum qualifications:

- 1. Possesses a valid Ohio physician medical license in good standing.
- Has, for three of the previous five years, had active involvement in the
 provision of emergency care to patients or has provided medical oversight for
 an EMS agency.
- 3. Provides evidence of completion of an approved EMS medical director course or an emergency medicine residency/fellowship, or board certification in EMS.
- 4. Maintains such qualifications during the term of this agreement and notifies the Organization of any change in status.

<u>Duties and Responsibilities of Medical Director</u>: The Medical Director shall perform the following duties (in addition to other duties as mutually agreed):

- 1. Provide medical oversight, guidance, and direction for the EMS Agency's clinical operations.
- 2. Review and approve the EMS Agency's clinical protocols, QA/QI programs, and performance improvement plans.

Serving the residents of Miami Township, Clifton & Yellow Springs

- 3. Participate in quality improvement and morbidity/mortality review processes.
- 4. Advise the Organization on patient care standards, scope of practice, and regulatory compliance.
- 5. Assist the Organization in maintaining compliance with OAC 4765.
- 6. Maintain professional liability insurance.

Duties and Responsibilities of the Organization:

- 1. Provide the Medical Director with access to necessary records, data, and materials reasonably.
- 2. Required to fulfill the duties under this agreement.
- 3. Compensate the Medical Director at a rate of \$ _____ per year (or as otherwise mutually agreed upon).
- 4. Indemnify the Medical Director from claims arising from good faith performance of duties.

Termination: Either party may terminate this Agreement with or without cause by providing 60 days written notice. The Organization may immediately terminate for cause or loss of licensure. All notices shall be in writing and delivered by certified mail or courier to the parties' addresses as listed below.

Confidentiality: Both parties agree to maintain confidentiality of patient and EMS Agency records in compliance with HIPAA and applicable law.

The Medical Director is an independent contractor and not an employee of the Organization.

This Agreement shall be governed by Ohio law. If any provision is held invalid, the remainder shall remain in full force. This agreement constitutes the entire understanding between the parties.

James Cannell

Fire Chief

Miami Township Fire-Rescue