

AGREEMENT FOR MEDICAL DIRECTOR SERVICES

I. PARTIES

First Responder Organization:

Western Cass Fire Protection District
Name

Post Office Box 67
Address

Cleveland, Missouri 64734-0067
City, State, Zip Code

816-618-3998
Business phone

Hereinafter referred to as
“the First Responders”

Medical Director:

Paladin Medical Services, P.C.
Name

316 North River Boulevard
Address

Independence, Missouri 64050
City, State, Zip Code

816-651-8631
Business Phone

Hereinafter referred to as
“the Medical Director”

II. RECITALS

WHEREAS, the First Responders wish to achieve the highest quality of patient possible within their scope of training, and

WHEREAS, section 190.092 RSMo mandates that any person or entity that owns an automatic defibrillator (AED) shall have protocols for use and skill maintenance for users written and approved by a medical director, and

WHEREAS, section 190.103.2 RSMO requires even basic life support first responder organizations have a medical director if the organization’s first responders assist with patent medications or perform any invasive airway procedure such as esophageal intubation, and

WHEREAS, 19 CSR 30-40.303 also requires any advanced life support ambulance service or Emergency Response Agency (an ALS First Responder Organization) to have a Medical Director

WHEREFORE, the parties have entered into this agreement for Medical Director Services.

III. DESCRIPTION OF MEDICAL DIRECTOR'S SERVICES

1. The Medical Director shall ensure that all of First Responders meet the education and skills competencies required for their level of patient care environment and have and maintain their skills in the proper use of AED's. The Medical Director shall have the authority to require additional education and training for any of First Responders' personnel who fail to meet these requirements and limit the patient care and first response activities of those who deviate from the Medical Director's established standards.

2. The Medical Director shall assess the skill levels of not only the First Responders' personnel as to the use of the AED's, but also including but not exclusively such first responder skills such as:

(a) Basic Life Support: such as artificial ventilation, Cardiopulmonary resuscitation (CPR), control of bleeding, and shock;

(b) Wounds and Injuries: appropriate skill response by mechanism of injury and part of human anatomy adversely affected such as soft tissue, hand, musculoskeletal, fractures of upper and lower extremities, head injuries, spine, eye, face and throat, chest, abdomen and genitalia injuries, and special farm related injuries unique to agriculture;

(c) Medical Emergencies: such as poisonings, drug and alcohol abuse or overdose, bites and stings, cardiac emergencies, stroke, respiratory emergencies, diabetic emergencies, acute abdominal distress, and epilepsy, dizziness, and fainting;

(d) Pediatric, Child Birth and Geriatric: such as differences between pediatric and adult vital signs and anatomy, common pediatric emergencies, identifying child abuse and neglect, assisting child birth, and the special assessment and communications issues when dealing with geriatric patients;

(e) Environmental Injuries: such as burns, exposure to hazardous materials, heat and cold emergencies, and water (drowning) emergencies;

(f) Psychological Emergencies: such as identifying signs and symptoms of psychological emergencies and dealing with potential suicide, violence, assault and crime scenes;

(g) Proper Patient Packaging: such as proper lifting, moving and packaging of patients;

(h) Disaster Management: such as knowing the more common types of potential disasters for the area, how to tag and triage victims and how to coordinate with other public safety agencies;

(i) Vehicle Stabilization and Patient Extrication: such as how to stabilize an overturned vehicle, knowing about or using appropriate tools for extrication of accident victims, assessing fire or electrical shock risks at the scene, and proper use of backboards for potential spinal cord injuries.

3. The Medical Director shall meet regularly with the First Responders and pull any appropriate or applicable Response Reports that warrant further audit on particular calls where questions of patient care have arisen. The audit shall be directed at serving educational purposes and shall not be used, at least initially, for any disciplinary measures except for limiting the scope of practice of First Responder personnel when appropriate or necessary as provided in paragraph 1 above.

4. The Medical Director shall represent the First Responders to the medical community, EMS, and other public safety organizations and shall conduct discussions with local emergency and public safety agencies that have questions or concerns regarding the role and responsibilities of the First Responders.

IV. PAYMENT

The Fire and Rescue First Responder Service shall pay the Medical Director a fixed retainer of \$600 a year. The First Responders shall pay the Medical Director within ten (10) days of the receipt of an invoice for services rendered.

V. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor and not an employer/employee relationship be created by this contract. The First Responders are interested only in the results to be achieved and the conduct and the control of the Medical Director services shall lie solely with the Medical Director. The Medical Director is not considered to be an agent or employee of the First Responders for any purpose. It is understood that the Medical Director is in no way vicariously liable for the conduct of the First Responders personnel. It is understood that the First Responders may use other medical advisors or consultants when needed. It is further understood that the Medical Director is free to contract for similar services to be performed for other first responder organizations, ambulance services, hospitals, or other EMS related agencies while under contract with the First Responders.

VI. INSURANCE AND LIABILITY

Although no medical director has ever been held liable in his or her role with a first responder organization, nonetheless, the First responders shall place the Medical Director under its general liability insurance coverage.

VII. DURATION

Either party may cancel this contract upon sixty days written notice. Otherwise, this contract shall remain in force for a term of one year from the date of April 6, 2022, and shall automatically renew annually unless otherwise terminated.

VIII. EXECUTION

In witness thereof, the parties have executed this agreement at Cleveland, Missouri, on the 6th day of April.

FOR THE FIRST RESPONDERS:

President

Date

Secretary

FOR THE MEDICAL DIRECTOR:

David R. Gustafson, D.O.

Date

Witness