

Sample INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made and entered this ____ day of _____, 20__ by and between _____, an Emergency Medical Services (EMS) agency of the state of Idaho ("Service"), and Dr. _____ ("Contractor").

WHEREAS, the Service and the Contractor desire to enter into an agreement for the provision of professional services for the Contractor to assist the Service as an Emergency Medical Services Medical Director (EMSMD), and;

WHEREAS, the Service is duly authorized and empowered to enter into such an agreement, and the Contractor is duly authorized and empowered to enter into such an agreement on behalf of Service;

NOW THEREFORE, in consideration of the above recitals, the agreements, covenants, conditions and mutual promises herein set forth, it is hereby agreed as follows:

1. **Services Provided.** The Service and the Contractor agree that the Contractor shall provide services as an EMSMD as directed by the Idaho EMS Physician Commission. The Service and the Contractor agree that Contractor will have responsibility for both on-line and off-line medical direction.

2. **Duties of Contractor.** The Contractor shall oversee all medical aspects of both rescue and dispatch in _____. EMSMD authority and responsibilities will include those established in the rules of the Idaho EMS Bureau, including but not limited to:

- The EMSMD will hold responsibility and ultimate authority of medical oversight of both structure and operations, including both direct and indirect medical oversight.
- The EMSMD shall maintain liaison with other physicians, including Medical Directors and local emergency department physicians, and attend regional and state meetings.
- The EMSMD is to interact with regional, state and local EMS authorities to ensure standards, needs and requirements are met and resource utilization is optimized.
- The EMSMD is to provide liaison with the state Department of Health and state EMS Advisory Committee.
- The EMSMD will collaborate agency chief officers on a procedure for the management of complaints involving EMS and hospital emergency departments.
- The EMSMD will direct the development of agency Standard Operating Guidelines (SOG) and policy development as it relates to EMS.

- The EMSMD may appoint supervising physicians for direct medical control and for indirect medical control in his / her absence.
- The EMSMD shall evaluate pre-arrival instructions rendered by the agency personnel and maintain direct participation in the agency system evaluation and continuous quality improvement process.

- **Direct Medical Oversight:**

Direct medical oversight is the contemporaneous medical consultation and direction provided by the on-duty emergency department physician at _____ by telephone or radio to EMS providers in the field. This consultation will be consistent with the SOG and scope of practice of the credentialed EMS Providers.

- **Indirect Medical Oversight:**

Indirect Medical Oversight is provided by the EMSMD who is responsible for the ultimate medical accountability and appropriateness of the system including overall system design, implementation and evaluation.

- **Prospective:**

- The EMSMD will develop, review and approve EMS protocols or guidelines for all certified EMS Providers at the agency, with the option to amend or adjust to meet specific needs.
- The EMSMD will advise individual agencies on continuing education for EMS providers to meet state and national requirements and guidelines and to meet identified quality goals.
- The EMSMD will review and approve, before implementation, new and emerging technologies in ambulance and rescue equipment, supplies and operations.
- The EMSMD should be involved with local and regional EMS for disaster and mass- casualty planning.
- The EMSMD should be involved in coordination of activities such as mutual aid, backcountry rescue, tactical and HAZMAT exposures.

- **Retrospective:**

- The EMSMD will oversee a quality assurance program that includes evaluation of EMS Providers.
- The EMSMD may provide individual consultation and written evaluation of each or any EMS Provider at his / her discretion.

- The EMSMD will provide counseling to specific EMS providers if inappropriate care is rendered. The EMSMD may withhold or qualify credentials of any EMS Provider as deemed necessary.
- The EMSMD should be involved in disciplinary proceedings of EMS providers when patient care issues are involved.

3. **Term of Agreement.** The term of this agreement shall be for the period beginning on the effective date hereof and ending _____. However, either party may terminate this agreement without cause before the end of the term by providing thirty (30) days' written notice of such termination to the other party.

4. **Compensation.** Service agrees to pay Contractor as compensation for general and specific assignments as determined by the Idaho EMS Physician Commission.

5. **Entire Agreement.** This instrument constitutes and embodies the entire integrated agreement between the parties relative to utilizing the Contractor's services as a Contractor. The parties agree that all prior and contemporaneous oral and written agreements, between and among themselves and their agents and representatives, relating to the Contractor services as a Contractor are merged into and superseded by this agreement.

6. **Amendment.** This agreement may be altered, amended, modified or revoked only by written instrument duly executed by the parties hereto.

7. **Waiver.** The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any preceding or subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person. No covenant, term or condition, or the breach thereof, shall be deemed waived, except by the written consent of the party against whom the waiver is claimed.

8. **Assignment.** Contractor may not assign, sub-contract or delegate his / her rights and duties hereunder to any person or entity without the prior written consent of the Service.

9. **Authority of Board.** Contractor understands and agrees that only the Service is empowered to alter, amend, modify, revoke and permit waiver, assignment, sub-contract and delegation under this agreement on behalf of Service. Contractor shall not rely upon any representation, warranty or other statement by any other contractor or agent of Service, and any such reliance by Contractor shall be at Contractor's peril and shall not give rise to any claim or cause of action, in law or equity, against Service, its contractors or agents.

10. **Representations.** Contractor agrees and warrants that in entering into this agreement, it has relied upon no representations, express or implied, of Service, its contractors or agents or of the Board that are not expressly stated herein.

11. **Successors and Assigns.** Unless otherwise provided in this agreement, this agreement inures to the benefit of, and will be binding upon, the parties and their respective heirs, representatives, successors and permitted assigns.

12. **Third-Party Beneficiary Rights.** This agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein. It further is not intended to create any substantive or procedural right for an applicant not otherwise provided in code.

13. **Construction.** No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this agreement. The headings and captions of paragraphs of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of this agreement.

14. **Severability.** If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. **Governing Law and Venue.** All disputes arising out of or related to the formation, interpretation, performance and enforcement of and under this agreement shall be governed by the laws of the state of Idaho. The Contractor hereby consents to the jurisdiction and venue of the state courts of Idaho to resolve any and all such disputes with Service; the Contractor waives all defenses to such jurisdiction and venue including, but not limited to, any defense based upon inconvenient forum.

16. **Service of Notices.** Any notice hereunder may be served upon Service by certified mail to Service at _____, and any notice may be served upon Contractor by certified mail to _____. Notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

17. **Hold Harmless Clause.** _____ agrees to indemnify, defend and hold harmless Contractor from any and all claims, costs, liability, judgment, complaint, judicial review petition or cause of action filed against Contractor relating to a claim based upon acts or omissions of Contractor performed within the scope of his / her duties under this agreement, no matter pursuant to this agreement, no matter what the basis of the claim, complaint or liability may be, including negligence but excluding the intentional and willful misconduct of Contractor.

_____ retains the right to determine legal counsel to represent Contractor in any such claim, cost, liability, judgment, complaint, judicial review petition or cause of action filed against Contractor in his / her individual capacity, subject to the approval of Contractor, which approval shall not be unreasonably withheld. Contractor shall not be liable to Service for any activities of Contractor undertaken by Contractor pursuant to this agreement, no

matter what the basis of the claim, complaint or liability (including contribution) may be, including negligence, but excluding the intentional and willful misconduct of Contractor.

18. **Workers' Compensation.** While performing duties within the scope of the professional services, as set forth herein, Contractor shall be covered under Service's workers' compensation liability policy.

19. **Attorney's Fees.** If either party hereto brings an action or proceeding to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such proceeding, action or appeal thereof, shall be entitled to reasonable attorney fees.

EXECUTED and effective as of the day and year provided herein.

By:

Agency Administrator:

Date: _____

Medical Director:

Date: _____

Witness:

Date: _____