

RESOLUTION NO. 14-2021

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND JAMES ALFORD, D.O., FOR MEDICAL DIRECTOR SERVICES.

WHEREAS, the City of Clinton Fire Department provides basic life support services to the public; and

WHEREAS, Fire Department personnel engaged in providing basic life support services are required to work under the direction of a qualified Medical Director, per RSMO 190.103;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with James Alford, D.O. (Exhibit A) is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 3rd day of August, 2021.



Greg Lowe, Mayor

ATTEST



Wendee Seaton, City Clerk



CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT dated this 3rd day of August, 2021, by and between the City of Clinton, (herein "City") and James Alford, D.O. (herein "Medical Director").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Medical Director shall provide the City with professional services as set forth below. Medical Director agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Medical Director agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided.

The Medical Director shall be responsible for assuring that the paramedics and EMT's performance complies with the Clinton Fire Department's approved guidelines, which are the measuring tools to ensure a high quality of care is provided. A variance between field performance and established procedures shall require the Medical Director's review.

- A. The Medical Director shall meet with the Fire Chief, Training Officer, or the Chief's delegate on a quarterly basis.
- B. The Fire Chief, Training Officer, or the Fire Chief's designate shall be responsible for sending EMS run reports to the Medical Director. This will be accomplished by giving the Medical Director access to the Department's record system.
- C. The Medical Director will be responsible for conducting audits of calls where questions arise. The audit shall be used as a tool for determining factual information where results may then be used for individual and group training purposes.
- D. The Medical Director shall be available to personnel to answer questions and provide guidance on concerns regarding medically related issues.
- E. The Medical Director, Fire Chief, Training Officer, and any other designate of the Fire Chief shall be responsible for review and to identify weakness of patient care rendered by personnel. Development of a recommended line of progression to remedy patient care problems can include the following: staff meetings, informal training, sending an individual to formalized training courses, clinical experiences at surrounding hospitals/EMS agencies, and (ultimately) individual disciplinary action will be evaluated as needed.
- F. The Medical Director shall be responsible for approving and annually reviewing all necessary related guidelines, protocols, regulations, as required by the Missouri Department of Health and Senior Services.
- G. The Medical Director shall assist the City in maintaining and reviewing medical and treatment protocols for medical, trauma, pediatric, triage, do not resuscitate, air ambulance, medication and medical equipment related care.

The Medical Director shall be responsible for providing guidance to the Clinton Fire Department concerning training standards for personnel, such as PHTLS, ACLS, PALS, BLS, and continuing education curriculum.

The Medical Director shall maintain compliance with the following, recognizing that City is required as an emergency medical response agency, to have a Medical Director with

these qualifications, and Medical Director shall immediately notify City during the term of this Agreement should any of the following not be in force:

A. The Medical Director shall be board certified in emergency medicine, family practice, internal medicine, or surgery.

B. The Medical Director shall have current certification in Advanced Cardiac Life Support and Pediatric Advanced Life Support.

2. **Compensation** - In consideration for the Medical Director's provision of services under this agreement, the City agrees to compensate the Medical Director at an annual rate of \$4,800.00 to be paid in a equal quarterly installments.

3. **City Responsibilities** - City agrees to furnish Medical Director with all current and available information for each task or project assigned to Medical Director, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder.

4. **Coordination of Work and Work Product** - Medical Director shall coordinate all work with the City's designated representative for each task or project assigned to Medical Director.

5. **Protection of Work, Property and Persons** - The Medical Director will be responsible for initiating, maintaining and supervising his own safety precautions and programs in connection with the services provided under this Agreement.

6. **General Insurance Requirements** - Medical Director will be provided coverage under the City's usual liability coverages for his work under this Agreement, subject to the terms and conditions of the policy which the City is able to procure for its usual premium. Such coverage will be excess to any other policy available to cover Medical Director.

7. **[intentionally omitted]**

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Medical Director's proposal for services, the Medical Director shall not delegate or subcontract any work to be performed by the Medical Director under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Medical Director agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires.

10. **Additional Services** - No compensation shall be paid for any service rendered by

the Medical Director considered an additional service beyond the scope of services approved by the City under this Contract unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City of Clinton City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Clinton City Council or City Administrator. In this regard, it is understood and agreed that the Medical Director shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Administrator in writing. When the term City's representative is used, it shall mean the City Administrator or Fire Chief, as designated by the City.

12. **Period of Services and Termination** – Medical Director shall perform the services as outlined in the proposal on an annual basis. This Contract, and the terms of Medical Director's proposal shall be in effect for a period of 12 months. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Medical Director thirty (30) days' written notice of termination. Upon receipt of such notice, Medical Director shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. It is further agreed that if services are terminated the Medical Director shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Medical Director shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Medical Director prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Medical Director upon not less than thirty (30) days' written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Medical Director. In the event of termination by the Medical Director, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Medical Director will

complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

15. **Nature of Relationship** - Medical Director herein is an independent contractor and shall not act as an agent for the City, nor shall Medical Director be deemed to be an employee of the City for any purposes whatsoever. The Medical Director shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. No third party rights or benefits are intended to be created by this Agreement, and the same are expressly disclaimed.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

MEDICAL DIRECTOR

By



Dated: 7/23/21

CITY OF CLINTON, MISSOURI

By Greg Lowe, Mayor



Dated: 8/4/2021

ATTEST:

Wendy Seaton
City Clerk



CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

~~1.~~

I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

___ 2.

I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

___ 3.

I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.


Applicant

7/23/21
Date

James Alford
Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

