

AGREEMENT FOR ASSOCIATE MEDICAL DIRECTOR SERVICES

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the MOUNT CHARLESTON FIRE PROTECTION DISTRICT, (District) and Medical Education Direction & MEDIC LLC, (Director).

WITNESSETH

WHEREAS, the District provides Emergency Medical Services (EMS) to the residents and visitors of Clark County within the defined boundaries of the Fire Protection District; and

WHEREAS, the District personnel must work under the direction of a licensed Medical Director; and

WHEREAS, the District requires a review of all pre-hire physicals and oversight of narcotic/controlled substances utilized by the District in the course of its EMS work and its EMS protocols; and

WHEREAS, Director maintains experience and expertise in emergency medical care and transportation of critically ill or injured patients in accordance with the policies and procedures established by the SOUTHERN NEVADA HEALTH DISTRICT and the STATE OF NEVADA, DEPARTMENT OF HUMAN RESOURCES, HEALTH DIVISION;

WHEREAS, Director is willing to act in the capacity of Medical Director for the District,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. RESPONSIBILITIES OF DISTRICT

District shall on and after the effective date of this Agreement:

- A. Pay Director in accordance with the provisions of Section III of this Agreement.
- B. Consult with Director on the following:
 - (1) All pre-hire physical examinations;
 - (2) Narcotic/Controlled Substance programs;
 - (3) Refilling of narcotics stores for ALS units;
 - (4) Medical oversight of EMS calls;
 - (5) Development of EMS protocols and SOPs; and
 - (6) Other EMS issues as needed.

II. RESPONSIBILITIES OF DIRECTOR

Director shall on and after the effective date of this Agreement:

- A. Function in the capacity of Medical Director for the District. Services shall be in accordance with the Southern Nevada Health District Rules and Regulations, Section 850 and the provisions of Section I B above.

III. **COMPENSATION**

In consideration for services provided by Director as described in this Agreement, District will compensate Director as follows:

A. District will pay Director for services provided by him, in the amount of \$4,000 annually, payable quarterly on the first day of the following months: July, October, January, and April. Checks to be presented to Medical Education Direction & MEDIC LLC

IV. **INSURANCE**

A. District represents that it is self-insured and as such insures its activities in connection with this Agreement and obtains, keeps in force, and maintains insurance at all times.

B. Director acknowledges that he is responsible for his own insurance, including but not limited to, malpractice, worker's compensation, general liability, and business automobile liability.

V. **COOPERATION**

A. District and Director agree to cooperate with one another in the investigation and disposition of third-party liability claims arising out of the services provided under this Agreement.

B. The parties shall cooperate in providing information to each other as necessary and as provided by law to allow both parties to provide the services hereunder.

VI. **ASSIGNMENT**

Neither District nor Director shall assign their rights, duties or obligations under this Agreement, whether in whole or in part, without the prior written consent of the other party.

VII. **ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreement, oral or written, and all other communications among the parties relating to such subject matter.

VIII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws and jurisdiction of the State of Nevada.

IX. **INDEPENDENT CONTRACTOR**

It is understood that Director shall perform the services contemplated in this Agreement for the District on an independent contractor basis and not as an agent, employee or representative of the District. District shall retain all responsibility for District employees for all purposes.

X. **SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a party hereof, and the remaining provisions shall remain in full

force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

XI. **INTERRUPTION OF SERVICE**

Any party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, by not limited to, acts of God, acts of war, fire insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of excused party's obligations continues for a period in excess of thirty (30) days, the other parties shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

XII. **WAIVER**

Waiver by any party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision.

XIII. **EXHIBITS**

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XIV. **TERM**

This Agreement shall commence as of the date set forth above and shall continue for a period of one (1) year, unless terminated by either party as contained in this paragraph. This Agreement may be renewed with written notice for three (3) additional one (1) year terms.

XV. **TERMINATION**

- A. This Agreement may be terminated by either party for convenience by giving ninety (90) days written notice to the other party. Director shall be entitled to compensation through the effective date of the termination of this Agreement, providing services continue to be provided as contained herein.
- B. In the event of a material breach of this Agreement, the aggrieved party or parties may terminate this Agreement by giving fourteen (14) days written notice to the breaching party, which termination shall be effective immediately upon delivery of notice or as otherwise specified in such notice.

XVI. **AMENDMENT**

- A. District may at any time, by written amendment, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in Director's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the service shall be made and this Agreement shall be modified in writing accordingly. Any claim of Director for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by Director of notification of change unless District grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by Director shall be furnished without the written authorization of District.

XVII. NOTICES

Any written notice given under this Agreement shall be sent, postage prepaid, US mail to the following:

TO DIRECTOR: Medical Education Direction & MEDIC LLC
Ryan Hodnick, DO, NREMT-P
21 Sandia Lane
Placitas, NM 87043

TO DISTRICT: MOUNT CHARLESTON FIRE PROTECTION DIST.
Attn: JORGE GONZALEZ, Fire Chief
4650 KYLE CANYON RD.
LAS VEGAS, NV. 89124

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

CLARK COUNTY, NEVADA

Ross Miller, CHAIR
MOUNT CHARLESTON FIRE PROTECTION DISTRICT



Ryan Hodnick DO, NREMT_P

DATE

3/3/2022

DATE

Adriane Garcia
Adriane Garcia (Mar 8, 2022 17:20 PST)

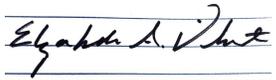
Adriane Garcia
Purchasing Manager

Mar 8, 2022

DATE

APPROVED AS TO FORM

STEVEN B. WOLFSON
District Attorney

By: 

Elizabeth A. Vibert
Deputy District Attorney