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Deptford Township
Board of Fire Commi
ssioners hereby are
authorized, empowered,
and directed to execute
any and all documents,
on behalf of this Board,
to that end.

ADOPTED at a regular meeting
of the Deptford Board of Fire
Commissioners on
April 8, 2015.

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WHEREAS, there has been
presented to and discussed at
this meeting a need for a
Designated Medical Director; and

WHEREAS, the Deptford
Township Board of Fire Commissioners
has received interest from the forenamed
individual.

*NOW, THEREFORE, BE IT
RESOLVED* that the Deptford Board of
Fire Commissioners authorizes the
appointment of Dr. Kenneth G. Lavelle as
the Designated Medical Director pursuant to
the attached Agreement; and

*BE IT FURTHER
RESOLVED*, that pursuant to
N.J.S.A. 40A:14-70, *et seq*, the



Medical Director Services Agreement

Medical Director Services Agreement The Medical Director Services Agreement (the "Agreement") is entered into by and between Emergency Training & Consulting ("ETC"), with Dr. Kenneth G. Lavelle as the designated Medical Director and Deptford Fire District No. I (the "Agency").

It is recognized that:

- New Jersey regulations require a licensed provider of Basic Life Support ambulance services to have a "Medical Director." A non-licensed provider that wishes to carry certain medications for administration to a patient must also have a Medical Director.
- The Agency listed above desires to enter into a contract with ETC to provide a physician Medical Director as outlines below.

SECTION I: Length of Agreement

- The Agency agrees to engage ETC and Dr. Lavelle as its sole and exclusive Medical Director for the services described below.
- The Agency agrees to pay ETC for these services as outlined in SECTION III and provide the minimum notice for termination as outlined in SECTION II.
- The term of this agreement is for a period of I year commencing April 1st, 2015 (retroactively upon receipt of payment.)
- This Agreement will automatically renew under the same terms unless either party notifies the other of a request to terminate, as per SECTION II.

SECTION II: Termination of the Agreement

- Either Party may terminate this agreement with or without cause upon 60 days advance notice.
- This Agreement will be terminated as specified in SECTION III for non-payment.
- This Agreement may be terminated immediately by either party if the other party or any of its owners, managers or principals is found to be involved in any type of fraud, illegal activity or otherwise does not comply with regulatory requirements.

SECTION III: Compensation for Services

- The Agency agrees to pay ETC an annual payment of \$2000 on or before May 1 of any contract year. (At the Agency's option, this may be invoiced quarterly at \$500 per quarter, with payments due on May 1, August 1 and November 1 of the contract year, and February 1 of the following year). If this Agreement is

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Initials: ETC: _____ Agency: _____

voluntarily terminated as specified in Section II by either party, the Agency will owe a pro rata amount through the effective date of the termination.

- In the event that payment is not received for services by the listed due date, Medical Director Services will cease: no meetings, classes or quality improvement activities will be done until payment is received. If the Agency becomes more than 90 days in arrears, then this contract will be terminated and the local and state regulatory agencies will be notified that Dr. Lavelle is no longer serving as the Medical Director for the agency.

SECTION IV: Medical Director Services

- Approve the level of pre-hospital care that may be provided by each of the EMS personnel employed by or volunteering with the Agency
- Establish and monitor compliance with field performance guidelines for EMS personnel
- Establish and monitor compliance with training requirements which meet or exceed the standards set forth by the New Jersey Department of Health.
- Direct an effective system audit and quality improvement program
- Make recommendations on medically related aspects of the operation of the agency, including but not limited to, levels of care and equipment
- Function as a liaison between the Agency and the local and state medical community
- Respond promptly to requests by the Agency relating to the subject matter of this section as well as all patient care related issues
- Agree to comply with all federal, state and local regulations, protocols and laws concerned

SECTION V: Agency Responsibilities

- Permit access to medical records, online if available as such, for purposes of quality improvement
- Provide staff contact information to Dr. Lavelle and update as necessary
- In the circumstance of a serious breach of standard and acceptable medical protocol by a staff member, the agency will implement corrective action recommended by Dr. Lavelle unless there is an appropriate reason to not do so.
- Agree to comply with all federal, state and local regulations, protocols and laws concerned.

SECTION VI: Relationship of the Parties

- The parties intend that an independent contract and not an employer/employee relationship be created by this agreement. The Medical Director is considered to be an appointed official whose capacity as an appointed Medical Director may be revoked by the Agency at any time, under the terms listed in Section II.
- It is understood that the Medical Director is in no way vicariously liable for the conduct of the Agency employees. In the event such a claim is brought against the Medical Director or ETC for any tortious or negligent conduct of the Agency

employees, the Agency will agree to defend and indemnify the Medical Director against such claim.

- **It** is also understood that the Agency is in no way vicariously liable for the conduct of the Medical Director. In the event such a claim is brought against the Agency, or any of its employees, for any tortious or negligent conduct of the Medical Director or ETC, the Medical Director and/or ETC Agency will agree to defend and indemnify the agency against such claim.
- **It** is understood that ETC is free to contract for similar services to other Agencies during the term of this agreement.

SECTION VII: Acknowledgments

- The Medical Director and ETC represent to the Agency that, as required by New Jersey regulations, ETC will provide as a Medical Director a physician who is licensed by the New Jersey State Board of Medical Examiners to practice medicine.
- The Medical Director and ETC represent to the Agency that they have an appropriate level of malpractice and other liability insurance to cover any claims or services provided herein, and will provide proof of such insurance to the Agency, upon request.
- The Agency represents to the Medical Director and ETC that it has duly passed a Resolution authorizing the Agency to enter into this Agreement.

SECTION VIII: Miscellaneous

- This agreement may be amended or modified only in writing and signed by both parties.
- Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed to be illegal or invalid, such illegality and invalidity shall not affect the validity of the remainder of this agreement.

SECTION IX: Execution

In witness whereof, the parties have executed this Agreement effective as of April!\ 2015, retroactively upon receipt of payment.

AGENCY: Deptford Fire Department

By:

Name:

Title:

Address:

City/State/Zip:

Date: _____

Emergency Training and Consulting

By: _____

Kenneth G. Lavelle, MD
P.O. Box 738, Richboro, PA 18954

Date: _____

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