

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

The City of Newberg, a municipal corporation, through the City's department, the Newberg Fire Department hereinafter referred to as ("Agency") and William. M. Bailey, M.D., practicing at Chehalem Medical Clinic, 1819 Haworth Avenue, Newberg, OR 97132, hereinafter referred to as ("Physician").

EFFECTIVE DATE: October 1, 1994 until terminated pursuant to Paragraph 7 of the Contract.

RECITALS:

1. Agency wishes to engage Physician to act as the Newberg Fire Department's Supervising Physician to provide the Agency with professional medical advice with regard to the operation of emergency medical services.
2. Physician serves the Newberg Community as a physician and has professional skill and expertise which would benefit Agency.
3. Physician complies with requirements of Oregon Administrative Rules, Chapter 847, Division 35, Board of Medical Examiners.

NOW, THEREFORE, the parties agree as follows:

1. **Physician's duties:** Physician agrees to perform the following functions as the Newberg Fire Department's Supervising Physician:
 - a. Establish, maintain and reassess the medical protocol and procedures used and drugs stored for use by Agency's emergency medical technicians.
 - b. Monitor the quality of care delivered by the Agency's emergency medical technicians.
 - c. Monitor the continuing education of Agency's emergency medical technicians.
 - d. Review problems that may arise in the field performance of emergency medical care by emergency medical technicians.
 - e. Review and authorize any forms, applications, etc., that must be sent to the Oregon State Board of Medical Examiners or the Oregon State Health Division.
 - f. Comply with all applicable laws and rules of the Oregon Health Division and Oregon Board of Medical Examiners regarding supervising physicians.

- g. Perform the other duties as provided in Job Description - Supervising Physician which is attached to this contract as Attachment A and by this reference incorporated.
2. **Payment by Agency:** Agency agrees to pay Physician the total sum of \$416.66 per month to perform the services described in this contract. Parties anticipate that it will require approximately ten (10) hours per month to perform the services described in this contract. Physician shall bill the City of Newberg monthly. Physician shall bear any and all ordinary office expenses in connection with the services. Any extraordinary expenses may be shared by mutual contract of the parties and contract as to sharing will be reached prior to incurring expenses.
3. **Terms of Contract:** Physician agrees to provide the services described in this contract from October 1, 1994 until termination of the contract in accordance with Paragraph 7.
4. **Physician as Agent of the City:**
The Agency is the City of Newberg, a municipal corporation which is covered by the Oregon Torts Claims Act. The City and the Physician agree that when in the supervising physician role, the physician is acting as an agent of the City while performing the services specified herein. The City agrees to indemnify and defend the physician as provided by the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300 and subject to the limits of ORS 30.210 to ORS 30.300. The purpose of this provision is to make the physician, William M. Bailey, an agent of the City of Newberg for the purposes of the Oregon Tort Claims Act and as required by the CIS Insurance Services.
5. **Sub-Contracts:** Physician shall not employ any other person or assign, subcontract or in any other manner delegate his duties under this contract without prior written approval from Agency.
6. **Access to Records:** Agency shall have access to the books, documents, papers and records of Physician which are pertinent to this contract.
7. **Termination:** This contract may be terminated by either party during its term upon thirty (30) days written notice delivered to the other party.
8. **Attorney Fees and Court Costs:** If any suit, action or other proceeding, or an appeal therefrom, is instituted to establish, obtain enforce or compel any right or resulting

from this contract, the parties agree that the prevailing party shall be entitled to recover from the adverse party, in addition to costs and disbursements, such additional sums as the cost, both trial and appellate, may adjudge reasonable as attorney's fees.

9. **Notices:** The address of the parties to this contract for purposes of notices permitted or required under this contract are as follows:

AGENCY

Michael Sherman, Fire Chief
City of Newberg
414 E. Second St.
Newberg, OR 97132

PHYSICIAN

William M. Bailey, M.D.
Chehalem Medical Clinic
1819 Haworth Avenue
Newberg, OR 97132

IN WITNESS HEREOF, the parties have affixed their signature.

City of Newberg

Physician Supervisor

Michael B. Sherman Date 9/28/94
Michael Sherman, Fire Chief

William M. Bailey Date 9/28/94
William M. Bailey, M.D.

Duane R. Cole Date Sept 28, 1994
Duane R. Cole, City Manager

APPROVED AS TO FORM AND CONTENT:

Terrence D. Mahr
Terrence D. Mahr, City Attorney

ATTACHMENT A
JOB DESCRIPTION ~ SUPERVISING PHYSICIAN

I. GENERAL STATEMENT

The Supervising Physician is responsible for the quality of care delivered by the Newberg Fire Department (NFD) EMS system. NFD's EMT's and paramedics function as an extension of the physician's practice. The Supervising Physician must be a licensed physician with a demonstrated interest, knowledge and involvement in pre-hospital emergency medicine.

II. DUTIES:

- A. The Supervising Physician is responsible for the development of standard operating procedures for the NFD EMS system. He/she should insure that these policies are frequently reviewed and updated as necessary. He/she should also insure that these policies are based on accepted facts and not just his/her personal biases.
- B. The Supervising Physician is responsible for reporting the status of the NFD EMS system to the Fire Chief.
- C. The Physician Supervisor is responsible for monitoring all aspects of quality control within the NFD EMS system. Included in this category is individual EMT and/or paramedic knowledge, skills and performance. Also included are audits of both monthly targeted area (such as chest pains, psyche emergencies and trauma) and audit of all deaths, cardiac arrests, intubation, helicopter transports, etc.
- D. The Physician Supervisor is responsible for insuring that EMS Dispatching for the NFD EMS system is current, assessable and efficient. The medical director must insure that there is a system to monitor response times, instructions given over the phone, and that any priority dispatch method that is used.
- E. The Physician Supervisor is responsible for in-service education for the NFD EMS system. He/she must insure that the in-service program meets all state requirements and provides useful material for all EMS personnel. The Physician Supervisor responsibility is to oversee the programs and the educational system.
- F. The Physician Supervisor should be active in local, state, regional and national EMS organizations. It is understood that the Physician Supervisor shall belong to these professional organizations and participate as time allows.
- G. The Physician Supervisor should be active in disaster preparedness within his region.
- H. The Physician Supervisor is responsible for monitoring the quality of on-line medical control in the NFD EMS system. He/she is responsible for insuring that base station physicians are knowledgeable about the NFD EMS system. The Physician Supervisor has no direct supervisory authority to hire or fire the on-line personnel.
- I. The Physician Supervisor will act as a liaison to the medical community, media and the public.
- J. The Physician Supervisor is responsible for overseeing the certification/recertification process for EMT's and paramedics in the NFD EMS system.
- K. The Physician Supervisor is responsible for developing trauma, medical, psychiatric, pediatric and other triage protocols depending on community resources.
- L. The Physician Supervisor is responsible for serving as a liaison with the medical examiner's office.