

AGREEMENT  
MEDICAL DIRECTOR

THIS AGREEMENT entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF SARATOGA SPRINGS, NEW YORK (hereinafter referred to as the "City") and TIMOTHY A. BROOKS, M.D., a physician licensed and registered in New York State whose principal residence is 46 Wilton Road, Greenfield Center, New York (hereinafter referred to as the "Medical Director").

WHEREAS, the City desires to employ a Medical Director to perform certain functions on behalf of the City and its Department of Fire and Emergency Services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. SCOPE OF SERVICES

The responsibilities undertaken on behalf of the City and performed by the Medical Director will include:

- a) Medical oversight of the quality management program;
- b) Medical oversight and participation in education and training of emergency medical technician and paramedics;
- c) Overall supervision of out-of-hospital patient care activities, and direct supervision of these activities from time to time;
- d) Assist in the development of standard operating procedures; and
- e) Assist in the development of patient care and treatment protocols and transportation protocols.

B. COMPENSATION. In consideration of services rendered on its behalf by the Medical Director, the City will reimburse the Medical Director at a rate of \$10,000.00 per annum, payable in advance in equal quarterly installments.

C. TERM. This Agreement is effective January 1, 2016 for a one (1) year term. It may thereafter be renewed for one or more subsequent one-year terms, by mutual written consent of the parties.

- D. **TERMINATION.** This Agreement may be terminated at any time by either party upon one (1) month written notice to the other party. The Medical Director may terminate this agreement immediately if the acts or omissions of the City's officers or employees jeopardize or endanger the health or safety of patients, other City officers or employees, or the Medical Director.
- E. **INDEPENDENT CONTRACTORS.** It is understood and agreed by the parties that the Medical Director under this Agreement shall provide those services as an independent contractor and not as an employee of the City. The Medical Director reserves the right to substitute a qualified physician who possesses appropriate credentials and is acceptable to the City to perform some duties such as educational seminars upon notice to the City as specified in paragraph "I" below. Upon receipt of said notice, the City shall have the right to request additional information about the substituted position as the City shall deem appropriate. The City shall also have the right to reject any proposed substitute if it shall determine that the substitute is unable to adequately perform the services required. The City shall state in writing the reasons for any such rejection.
- F. **INSURANCE.** Every physician performing services pursuant to the Agreement shall be covered by Physicians Reciprocal Insurers' program for professional liability claims arising with the scope of such activities. This affords coverage on claims made with primary limits of not less than \$1 million/\$3 million. Upon execution of the Agreement, the Medical Director shall submit to the City certificate(s) of such insurance. The City shall take out and maintain, or cause its officers and employees to take out and maintain, throughout the term of this Agreement, liability insurance which covers all claims arising out of the activities of the City, its officers and employees, under this Agreement. Such policy (ies) shall be procured from a carrier authorized to issue such insurance in the State of New York, with primary limits of not less than \$1 million per occurrence, \$3 million in the annual aggregate. Upon execution of this Agreement, the City shall submit to the Physician certificate(s) of such insurance,
- G. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, actions, causes of action, costs, injuries, damages, liabilities and expenses, including reasonable attorney's fees and court costs, arising out of any action or omission of the indemnifying party or any of its officers, agents or employees in connection with this Agreement. The provisions of this paragraph shall survive any termination or expiration of this Agreement.
- H. **AMENDMENT.** This Agreement may be amended at any time by the mutual consent of the parties in writing.

- I. NOTICES. All notices required under this agreement shall be in writing and either had delivered or properly mailed by certified mail, return receipt requested, to the signatories at the addresses stated in this Agreement. Either party may change the individual name and address for notification by writing to the other party.
- J. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

CITY OF SARATOGA SPRINGS

By: \_\_\_\_\_  
Joann Yepsen, Mayor

Per Council approval \_\_\_\_\_

By:  \_\_\_\_\_  
Timothy A. Brooks, M.D.

Date 11/27/2013

**CERTIFICATE OF LIABILITY INSURANCE**

## Representative:

Healthcare Risk Specialists, LLC  
 1034 Farmington Ave.  
 West Hartford, Connecticut 06107  
 Ph: 1-860-521-8555 Fax: 1-860-521-0555  
[credentialing@myhcrs.com](mailto:credentialing@myhcrs.com)

## NAMED INSURED

Saratoga Emergency Physicians, PC  
 454 Maple Avenue  
 Saratoga Springs, NY 12866

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

Company A – Coverys, RRG

Company B –

Company C -

Company D -

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	HEALTH CARE PROFESSIONAL LIABILITY COVERAGE				GENERAL AGGREGATE	\$
A	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE	9-10060	12/01/2013	12/01/2014	PRODUCTS-COMP/OP AGGREGATE	\$
					EACH OCCURRENCE	\$1,300,000
					ANNUAL AGGREGATE	\$3,900,000
					MEDICAL EXPENSES (ANY ONE PERSON)	\$
	<u>EXCESS LIABILITY</u> <input type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM  UMBRELLA FORM  <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$

COVERED PROVIDER: TIMOTHY BROOKS, M.D.

SPECIALTY: EMERGENCY MED, NO MAJOR SURG

RETROACTIVE DATE: 6/1/1989

THIS IS A CLAIMS-MADE POLICY. The policy provides coverage for the above referenced medical professional employed or contracted by the above Named Insured, only while they are working for or on behalf of the above Named Insured.

**CERTIFICATE HOLDER**

NONE

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

Cory Shane