

## West Lafayette Fire Department Medical Director Contract

This agreement is entered into by and between Michael Kupon, Medical Director, and the West Lafayette Fire Department ("Department"). In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged, the parties agree to the following. The Medical Director shall:

1. Provide liaison between the local medical community and the Department.
2. Assure compliance with defibrillation training standards and curriculum established by the Indiana Emergency Medical Services Commission ("Commission").
3. Monitor and evaluate the day-to-day medical operations of the Department.
4. Assist in the continuing education programs of the Department.
5. Provide technical assistance concerning the delivery of automated defibrillation and other medical care.
6. Provide individual consultation to the emergency personnel affiliated with the Department.
7. Participate in the audit and review of cases treated by the emergency medical personnel of the Department.
8. Assure compliance with approved medical standards established by the Commission performed by the Department.
9. Establish protocols for automatic defibrillation, airway management, patient assisted medications, and emergency medical technician administered medications as approved by the Commission.
10. Not have supervisory functions to any member of the Department. Department members or employees are not considered employees of the Medical Director.

The Department shall:

1. Provide liability insurance and to indemnify the Medical Director in case of any defense costs and liability awards arising solely out of his provision of administrative services as Medical Director under this agreement. The Medical Director agrees to maintain liability insurance as required to qualify as a "Provider" under the Indiana Medical Malpractice Act.

This agreement may be terminated without cause as follows: This agreement is for 12 months from the first day of 12/1, 2009. After 12 months from the first day, this agreement will continue to be self-renewed every 12 months unless cancelled in writing by either party within 90 days prior to the renewal date of succeeding years if either party does not want the agreement to be renewed. Either party may terminate without cause upon 90 days written notice with annual salary prorated through the last day of service.

Time shall be of the essence in the performance of this Agreement. If any part of this Agreement is held unenforceable for any reason, the remaining portion of this Agreement shall remain in full force and effect, and shall be carried out in a manner, which is consistent with the intentions of the parties hereto.

For above services, the Medical Director's salary will be based upon \$150 per hour

Yearly total hours: approximately 16 hours

Yearly charge: annual salary of \$2,400 to be paid in 2 (two) semi-annual installments of \$1,200.

This agreement is entered into on this 24 day of NOVEMBER, 2009, in the City of West Lafayette, Indiana.

Medical Director

  
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APPROVED:

DATE: \_\_\_\_\_

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
John Dennis, Mayor

\_\_\_\_\_  
Sana Booker, Member

\_\_\_\_\_  
Bradley Marley, Member

Attest:

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Clerk-Treasurer Judith C. Rhodes