

Independent Contractors Agreement for Medical Director Services

This Agreement is entered into on 10th day of March, 2020 between **MARK FOX, M.D.** hereinafter referred to as “CONTRACTOR” and the **CITY OF CROSSVILLE, TENNESSEE**, a municipal corporation hereinafter referred to as “CITY”:

WHEREAS, CITY wants to improve its emergency services and first responder care for its citizens and patrons by providing its City Medical Director with certain tools and compensation necessary to accomplish such goals; and

WHEREAS, CONTRACTOR is a Medical Doctor possessing the expertise and the skill required by CITY in order to render lifesaving medical care to citizens and patrons as a result of car accidents, injuries, or illnesses resulting from emergency circumstances that require the City Fire Department and its emergency medical staff response; and

WHEREAS, CONTRACTOR has served in the role of Medical Director for the City of Crossville for many years and currently provides the necessary training and other duties required of the position;

Now Therefore, in consideration of the compensation as set out herein, the parties agree as follows:

1. Appointment.

The CITY has approved the appointment of Mark Fox, M.D. to serve as the Medical Director for the City of Crossville. The Medical Director shall be a qualified physician licensed to practice medicine in the State of Tennessee. CITY may remove the Medical Director at any time and appoint a replacement satisfactory to CITY.

2. Contractor’s Services.

CONTRACTOR shall serve as the City Medical Director as an independent contractor and shall conduct the required annual trainings for Fire and EMS employees of the CITY. The Medical Director shall perform all the administrative, supervisory, and educational functions associated with the Medical Director position. Additionally, CONTRACTOR shall provide first responder medical care and such other services as may be mutually agreed upon from time-to-time.

3. Term.

This Agreement shall commence on the 10th day of March, 2020 and shall continue on a month to month term. This Agreement shall be automatically extended each month unless a thirty (30) day written notice is given by one party to the other of its intention to cancel the Agreement.

4. Fees for Services.

CITY shall pay to Contractor as compensation of his services the sum of Two Hundred (\$200.00) Dollars per month. In further consideration of this Agreement and in exchange for the services provided herein, CITY shall provide to CONTRACTOR a vehicle for his use sufficient

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for emergency response. The vehicle shall be owned and maintained by the CITY, and the CITY shall be responsible for all cost associated with its operation including, but not limited to, oil changes, fuel, tires, liability insurance, and other general maintenance.

5. Insurance.

CITY shall, at its sole cost and expense, obtain and maintain in full force and effect, during the continuance of this Agreement, malpractice insurance which is limited to the Medical Director and his duties therein, issued by an insurance company licensed to do business in Tennessee with minimum limits of \$1,000,000/\$2,000,000. CITY shall be named as an additional insured of the policy and shall be furnished with a certificate of insurance. Medical Director will indemnify and hold the CITY harmless from any and all loss or liability arising from his negligence or malpractice up to \$100,000 as it relates to medical or lifesaving action taken by the Medical Director.

CITY shall, at its sole cost and expense, obtain and maintain in full force and effect, during the continuance of this Agreement, general liability insurance issued by an insurance company licensed to do business in Tennessee with minimum limits of \$700,000/\$1,000,000 for property damage and bodily injury resulting out of the operation of the City vehicle. In the event the Medical Director operates the vehicle in violation of the terms of this Agreement as set out in **Section 8**, he shall be personally responsible for any damage or liability associated from such invalid operation of the vehicle.

6. Independent Contractor.

The parties to this Agreement intend that the relationship between them be that of City and independent contractor. None of the benefits provided by the CITY to its employees are available to the Medical Director. Medical Director agrees to be solely and entirely responsible for his acts and for paying all applicable taxes required by law. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. It being expressly understood that CONTRACTOR shall act as and be deemed to be an independent contractor.

7. Terms of Vehicle Use.

CONTRACTOR must maintain a good driving record and report any accident or speeding infraction or other like incident to the City of Crossville with twenty-four (24) hours of such occurrence whether such event occurred while using the city provided vehicle or while using the CONTRACTOR'S personal vehicle.

Contractor must at all times maintain a valid driver's license.

While the CONTRACTOR may use the vehicle to drive as a daily vehicle so that he will be ready for immediate response in the event of an emergency, it shall not be used outside of Cumberland County, Tennessee without prior approval of the City Fire Chief or the City Manager and shall be primarily used to respond to emergency calls within the City of Crossville,

Tennessee.

Vehicles must be operated in a safe, responsible, courteous and prudent manner in accordance with all state and local laws. When responding to an emergency call, CONTRACTOR shall comply with all emergency response guidelines as set by the CITY and under the instruction of the City Fire Chief.

Smoking, vaping, and operating a city-owned motor vehicle or equipment while under the influence of alcohol, drugs, or other intoxicants is strictly prohibited.

Prior to vehicle use, all drivers must ascertain, to the best of their knowledge, that the city vehicle is safe (e.g., check horn, lights, brakes, tires) before operating. If the vehicle is not in safe operating condition, the driver must make immediate contact to the Maintenance Garage at the Public Works facility.

The Medical Director shall not be authorized to transport any other individual in the City provided vehicle other than a City employee or authorized City volunteer. In no event shall the vehicle be used to transport family members, friends, or other non-city employees or authorized contractors.

The City fuel site is located at the Public Works facility. This site shall only be used to obtain fuel for city-owned vehicles and equipment used on official City business.

8. Early Termination by Written Notice.

Notwithstanding anything to the contrary in this Agreement, either party may terminate this agreement at any time for any reason whatever without further obligation to the other upon thirty (30) days written notice of its intention to do so to the other party.

9. Notices.

Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties in writing either personally or by registered or certified mail, postage prepaid as follows:

If to CITY: City Manager at 392 North Main Street, Crossville, TN 38555

If to CONTRACTOR: Mark Fox, M.D. at 200 Quail Hollow Court, Crossville, TN 38555.

10. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties with respect to the compensation and duties of the Medical Director and may not be amended except by a writing signed by each of the parties.

11. Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of it, shall not be affected.

12. Execution.


This Agreement and amendments thereto shall be executed in duplicate copies. Each duplicate copy shall be deemed an original, but both duplicate originals shall together constitute one and the same instrument.

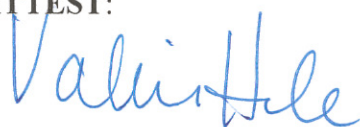
13. Venue and Jurisdiction.

In the event that a dispute arises between the parties, venue and jurisdiction shall be in the Cumberland County Chancery Court.

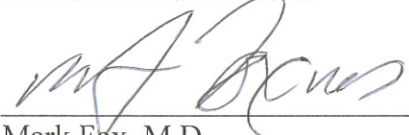
AGREED this 10th day of March, 2020.

CITY OF CROSSVILLE

By: 
JAMES S. MAYBERRY
Its: Mayor

ATTEST:

City Clerk

Crossville Medical Director

By:  3-12-2020 0817
Mark Fox, M.D.

ATTEST:
 / Valerie Hale
Witness Signature/Witness Printed Name



PROFESSIONAL LIABILITY PREMIUM INDICATION

Centurion

Date: February 24, 2020

Insured: Mark A. Fox, MD

Agency: AB Risk Specialist, Inc

Specialty: General Medicine - No Surgery/ Medical Director [Part Time] Class: 1D
 State: Tennessee Territory: TN

Insurance Company: Centurion Medical Liability Protective
 Financial Stability Rating of A, *Exceptional*
 A.M. Best "A" Rated Reinsurance, *Excellent*

Policy Term: 03/11/2020 to 03/11/2021
 Retroactive Date: 03/11/2020

Limits of Liability: \$ 1,000,000 Each Incident – Claims Made
 \$ 3,000,000 Aggregate

Premium:	\$	1,758	Premium
	\$	100	Association Fee

	\$	1,858	Total

This policy or policies being issued are not subject to any state insolvency or guarantee fund. Centurion Medical Liability Protective is a Risk Retention Group formed under the federal risk retention act of 1986.

Terms:

- Part Time Coverage [20 Hours or Less per Week]
- The City of Crossville, TN is covered on a shared limit basis but only for the acts & omissions of Mark Fox, MD
- Coverage for Mark Fox, MD’s scope of duties as Medical Director for The City of Crossville, TN is Included
- 25% Minimum Earned Premium
- Insured Consent to Settle
- Shared Policy Limits for all Named Insureds
- Extended Reporting Period – Unlimited @ 225% of expiring premium
- Death, Disability & Retirement Benefits

Exclusions:

- Coverage for Professional Services Rendered as a General Surgeon is Excluded
- Coverage for Professional Services Rendered as a Hospitalist is Excluded
- Medical Board Defense Coverage is Excluded
- Regulatory Proceeding Coverage is Excluded
- Cyber Liability Coverage is Excluded

Exhibit A

Schedule of Named Insureds

Named Insured	Specialty	Policy Limits	Retroactive Date
Mark A. Fox, MD	General Medicine- No Surgery/ Medical Director [Part Time]	\$1,000,000/ \$3,000,000	03/11/2020

Schedule of Additional Insureds

Additional Insured	Specialty	Policy Limits	Retroactive Date
The City of Crossville, TN	Corporation/ Entity	Shared	03/11/2020

Part Time Coverage [20 Hours or Less per Week].

The City of Crossville, TN is covered on a shared limit basis but only for the acts & omissions of Mark Fox, MD.

Coverage for Mark Fox, MD's scope of duties as Medical Director for The City of Crossville, TN is Included.

Coverage for Professional Services Rendered as a General Surgeon is Excluded.

Coverage for Professional Services Rendered as a Hospitalist is Excluded.

The total limit of liability offered by the company if a single claim involves multiple Named Insured defendants is \$1,000,000. In no case will the Company's exposure exceed \$1,000,000. in a single claim.

Coverage is limited to the Named Insureds and Additional Insureds listed on the Declarations Page, Exhibit A and/or Endorsement(s). There is no vicarious liability coverage for any Provider, past or present, who is not listed on the Declarations Page, Exhibit A and/or Endorsement(s).

Signature: _____

Date: _____