

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2023-053**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, to approve Amendment No. 2 to Hardin County Emergency Medical Service Medical Director Employment Agreement between Hardin County and Dr. Todd Bell for administrative services to Hardin County for the operation of its Emergency Medical Service (EMS) which commenced on 1 February 2021, extending the agreement for an additional year through 31 January 2024.

BE IT FURTHER RESOLVED, to increase compensation to the annual rate of \$24,013.00.

BE IT FURTHER RESOLVED, to authorize the Judge/Executive to execute the necessary documents to extend the agreement.

APPROVED, by the Hardin County Fiscal Court in its regular meeting on 14 March 2023.



Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk

**Hardin County Emergency Medical Service
Medical Director
Employment Agreement**

This agreement is hereby made and entered into this the 1st day of February, 2021 by and between Hardin County, Kentucky and Dr. Todd Bell pursuant to the requirements and responsibilities for an Emergency Medical Services Medical Director as set forth in KRS Chapter 311A and 202 KAR 7:801

For and in consideration of the mutual promises made herein the parties hereby agree to the following:

DUTIES OF MEDICAL DIRECTOR

Dr. Bell agrees to provide the following administrative services to Hardin County for the operation of its Emergency Medical Service (EMS) (the agency):

- 1) The establishment and/or approval of medical protocols and standing orders for communications and patient care personnel;
- 2) Serve as a liaison with the local medical community;
- 3) Interact on behalf of Hardin County EMS with regional, state, and local EMS authorities on issues relating to EMS standards, needs and requirements and the optimization of resource utilization;
- 4) Maintain continuing education appropriate for the EMS Medical Director as well as the EMS administrative staff, communication and patient care personnel;
- 5) Restrict or limit patient care functions of staff as he deems professionally appropriate in his medical discretion and under the Kentucky Board of Emergency Medical Service licensure regulations;
- 6) Establish and/or approve patient destination policies;
- 7) Establish and/or approve the initial qualification of personnel involved in patient care and dispatch;
- 8) Develop, implement and maintain a quality improvement program for continuous system and patient care improvement;
- 9) Provide direction using his medical expertise for obtaining and utilizing Basic Life Support ("BLS") and Advanced Life Support (ALS) equipment and supplies, personal protective equipment, and advise the agency regarding the proper utilization, training and performance of BLS and ALS duties.

COMMUNICATION

The Medical Director agrees to make his personal contact information, including a cell phone number, readily available to the designee of the agency at all times.

MEDICAL DIRECTOR LICENSE AND CERTIFICATION

As required by KRS 311A.050 and 202 KAR7:801 the Medical Director has and must maintain an unrestricted license to practice medicine in Kentucky and be Board Certified in emergency medicine by the American Board of Medical Specialties.

STAFF EMPLOYEMENT AND LICENSURE

The Medical Director has the authority to immediately suspend, limit or terminate the

authorization of an employee of the agency who is licensed under KRS Chapter 311A, in the performance of his/her duties at his medical discretion. The Medical Director will immediately notify the Director of the agency of the suspension, limitation or termination so that appropriate action may be taken pursuant to the employment policies and procedures of Hardin County and with the Kentucky Board of Emergency Medical Services in relation to the staff license. The Medical Director will cooperate with any such inquiry that is the result of this action.

COMPENSATION

The Medical Director position is parttime and shall be compensated at an annual rate of \$21,018.40 with no benefits provided. The Medical Director will be responsible for payment of all federal, state and local taxes and will receive an annual 1099 for tax purposes from Hardin County.

LIABILITY

In the performance of this Agreement, it is mutually understood and agreed that the Medical Director is at all times acting and performing under an employment contract and is not an employee, agent, or a participant in a joint venture of Hardin County, Kentucky or any agency of Hardin County government.

Hardin County will provide professional liability insurance coverage for the Medical Director in the amount of \$3 million per occurrence and \$3 million annual aggregate for acts that occur while serving and performing administrative duties as Medical Director. This professional liability insurance does not include coverage for physician malpractice. The Medical Director will maintain at all times his own professional medical malpractice insurance, for his duties as a practicing physician, outside this role as medical director for Hardin County or the agency.

Hardin County in no way assumes any liability for the actions of the Medical Director taken outside of the duties of this contract or in the performance of any other action outside the scope of his employment as Medical Director of Hardin County EMS.

Hardin County shall inform the Medical Director of any lawsuit filed or threatened to be filed against Hardin County EMS even if the Medical Director is not a named Defendant. The Medical Director shall maintain confidentiality of all such communications as legal work product. Hardin County agrees to provide, upon request, all necessary documentation and investigative material related to any such claim or suit to the Medical Director or his representative to include, without being limited to, patient care reports, employee training records, incident reports, employee background checks, employee drug and alcohol screenings and employee certifications with anyone involved with a potential lawsuit/civil action. The parties shall agree that any required or recommended investigation into an event of actual or suspected wrongdoing shall be jointly investigated by the Medical Director and/or his legal representative and Hardin County to the extent that such joint investigation and cooperation does not materially impact or waive any statutory or common law privileges which would otherwise attach. In that event, the parties agree to fully cooperate mutually within the bounds of said privileges.

EFFECTIVE DATE

This agreement is effective upon approval by Hardin Fiscal Court and execution by the parties for an initial term of 1 year, beginning February 1, 2021 and ending January 31, 2022. The contract may be extended by the parties under the same terms for additional years.

TERMINATION

Either party may terminate this contract with or without cause upon thirty (30) days written notice to the other party.

COMPLIANCE

Hardin County EMS affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b (f) or in any other state or federal government payment program.

In the event that the agency is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this Agreement, the agency will notify Dr. Todd Bell in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, this agreement shall immediately terminate.


Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.


MISCELLANEOUS

The agency will provide information regarding continuing education and training opportunities related to emergency medical services to the Medical Director.

The agency shall inform the Medical Director of any changes in the law or regulation that govern the practice of emergency medical services and licensure of which it has knowledge or notice.

The agency will be responsible for the evaluation of patient care reports and will inform the Medical Director of patient care deficiencies in a timely manner.


Dr. Todd Bell
Kentucky Medical License: 03418
Home address:


Harry L. Berry
Hardin County Judge/Executive

Cell phone #: