

## EMS PHYSICIAN ADVISOR AGREEMENT

This Agreement is made effective the 15<sup>th</sup> day of January, 2025 by and between Weber County, a body politic and political subdivision of the State of Utah (“County”) and Dr. Robert W. Grow (“Physician Advisor”).

**WHEREAS**, Ogden City Fire Department, Roy City Fire and Rescue, North View and Weber Fire Districts (“Paramedic Providers”) provide paramedic services for Weber County, and the Weber Area Dispatch 911 and Emergency Services District provides emergency medical dispatch service for Weber County, hereinafter collectively referred to as the Emergency Medical Services Program (“EMS Program”); and

**WHEREAS**, County is required to have an EMS Physician Advisor when providing said service as required by Utah Code § 53-2d-401 and 501 *et al*; and

**WHEREAS**, Physician Advisor has a working knowledge of EMS systems in the State of Utah, is proficient in and familiar with the skills and knowledge of paramedic-certified personnel, and is an advocate of pre-hospital medical assessment/treatment under appropriate protocols;

**NOW THEREFORE**, it is hereby agreed as follows:

### Physician Advisor

1. Physician Advisor shall act as the EMS Physician Advisor for the EMS Program.
2. Physician Advisor shall meet the requirements of the State of Utah Bureau of Emergency Medical Services Medical Director certification.

### Assistant EMS Advisor

3. Physician Advisor agrees to employ or sub-contract an Assistant Physician Advisor (“Assistant EMS Advisor”) who has similar credentials to Physician Advisor, is familiar with the knowledge and skills of paramedic-certified personnel, has a working knowledge of the EMS system in Weber County and the State of Utah, and is covered by medical malpractice insurance.
4. The Assistant EMS Advisor will serve at the will of Physician Advisor and receive any pay or compensation (by virtue of his sub-contractor status) through Physician Advisor.
5. If the Assistant EMS Advisor vacates his/her position, Physician Advisor shall fill that vacant position within 60 days.
6. Selection of the Assistant EMS Advisor shall be made in coordination with the County

and the Paramedic Providers.

**Compensation**

7. County shall pay Physician Advisor \$75,000.00 annually for the services performed under this agreement. This amount may be reduced as set forth below.
8. Physician Advisor shall bill the County in bi-annual installments, beginning the end of June and the end of December during the term of this agreement.
9. The total value of this contract shall increase by 3% annually on the 1<sup>st</sup> of January each year unless terminated by either party.

**Physician Advisor Responsibilities**

10. Physician Advisor and Assistant EMS Advisor will coordinate directly with the Paramedic Providers to exchange information and recommend courses of action.
11. Physician Advisor shall devote sufficient time each week to complete the associated tasks in acting as Physician Advisor to the EMS Program. Time worked shall be considered any hours spent on or off site related to the EMS Program. This may include attending meetings, providing instruction, conducting research, verbal/written correspondence, case reviews, or field evaluations. If Physician Advisor does not, or is otherwise unable to devote such time, the contract amount set forth above may be proportionately reduced. Any such reduction must be agreed upon by the Parties based upon good faith negotiations.
12. Physician Advisor shall be responsible for the EMS Program continuing education. Such continuing education shall be in accordance with State in-service training requirements.
13. To meet the continuing medical education requirement, Physician Advisor shall provide or direct at least six hours of in-service training per month (2 hours per A, B, and C shifts).
14. Physician Advisor shall be responsible for providing information and recommendations to resolve any issues that may arise with any patient care provided by the EMS Program's personnel. In order to fulfill that responsibility, Physician Advisor shall conduct a case review and discuss specific patient care with EMS Program's personnel at least once each quarter. Case reviews may be conducted more frequently if Physician Advisor determines necessary.
15. Following each case review, Physician Advisor agrees to meet with representatives from the Paramedic Providers to discuss the program status, changes, trends, and any quality assurance that may need to be addressed.
16. Physician Advisor shall determine Medical Priority Dispatch Protocols for the EMS

Program. This shall occur with representatives from the Paramedic Providers as well as the Weber Area 911 Dispatch and Emergency Services District.

17. Physician Advisor shall be familiar with EMS rules and procedures, and update and provide input for the EMS Program's standing orders/protocols, develop and review treatment protocols, assess field performance, critique operations for the EMS Program, and approve the use of all equipment and medications according to the State rules applicable to the service level.

18. Physician Advisor shall attend and be a voting member of the Weber/Morgan EMS Committee, which meets to discuss pertinent local issues in EMS in Weber and Morgan Counties. Physician Advisor shall appear as County's Physician Advisor at other EMS meetings as agreed upon.

19. Physician Advisor shall maintain a working relationship with EMS Program's personnel and be able and willing to implement programs and techniques as Physician Advisor determines necessary for the progression of the EMS Program.

20. Physician Advisor agrees to spend time each year working in the pre-hospital setting, responding on emergency calls with the Paramedic Providers, observe actual paramedic performance, skill level, and overall general patient care.

21. Physician Advisor shall provide information, critiques, program recommendations, and developments, etc., in a confidential manner and shall maintain the necessary professionalism mandated by the position.

22. Physician Advisor shall not enter into other contracts or agreements as Physician Advisor with any other EMS provider at any level of certification wherein a potential conflict of interest may exist.

23. Prior to the recertification of each paramedic employed by the Paramedic Providers, Physician Advisor shall provide a written evaluation concerning the paramedic's competency, skill level, knowledge, attitude, and general patient care, and any other relevant information to help determine the paramedic's eligibility for recertification.

24. Physician Advisor shall be responsible for any other remaining responsibilities as required by Utah Code § 53-2d-401 and 501 *et al.*

### **Term and Termination**

25. This Agreement shall be effective on January 1, 2025 and will continue through December 31, 2029. Either party may terminate this Agreement at any time upon 60 days written notice.

### **Insurance/Indemnification**

26. Physician Advisor shall secure and maintain during the term of this agreement (and for four years after the termination of this agreement if written on a Claims Made basis) Medical Malpractice Liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 general aggregate.

27. Physician Advisor shall indemnify and hold harmless County and its agents and employees from and against any and all claims, damages, losses, liabilities, and costs, whether direct, indirect, or consequential, arising out of or resulting from Physician Advisor's negligent acts or omissions related to this agreement.

28. Physician Advisor's negligent acts or omissions shall also include negligent acts or omissions by any subcontractor, any person or organization directly or indirectly employed by Physician Advisor or any subcontractor to perform or furnish any of the Work, or anyone for whose acts any of them may be liable.

29. Physician Advisor's obligation to indemnify County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement.

### **Miscellaneous**

30. Assignment and Modification. Neither Party may assign this Agreement without prior written consent of the other. No modification of this Agreement will be effective unless in writing and executed by both parties.

31. Independent Contractor. The Parties agree that Physician Advisor is an independent contractor and is not considered in any way an employee of County.

32. Governing Law. The laws of the State of Utah govern the validity, construction, enforcement, and interpretation of this Agreement.

33. Notices. Any notice required to be given by the terms of this Agreement will be delivered by hand or be mailed, postage prepaid and sent to the following address:

If to Physician Advisor:  
Dr. Robert W. Grow  
3655 Evening Star Drive  
Mountain Green, Utah 84050  
801-479-2111

If to County:  
Weber County Purchasing

Attn: Jason Horne  
2380 Washington Blvd. Suite 260  
Ogden, Utah 84401

34. Entire Agreement. This Agreement constitutes the entire Agreement between County and Physician Advisor, and all previous representations relative to the Services, either written or oral, are annulled and superseded.

DATED this 15<sup>th</sup> day of January, 2025.

BOARD OF COUNTY COMMISSIONERS

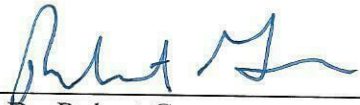
By \_\_\_\_\_  
Sharon Bolos, Chair

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

PHYSICIAN ADVISOR

By  \_\_\_\_\_  
Dr. Robert Grow