CRAWFORDSVILLE MIH MEDICAL DIRECTOR
CONTRACT FOR MEDICAL SERVICES

THIS CONTRACT FOR MEDICAL SERVICES ("Agreement"), dated the 1st day of January, 2025 (the "Effective Date"), is by and between the CITY OF CRAWFORDSVILLE, INDIANA, by and through the CRAWFORDSVILLE MOBILE INTEGRATED HEALTH MEDICAL SERVICE (hereinafter collectively referred to as "MIH") and MARY M. GLASS, M.D. (hereinafter referred to as "Physician"), an independent contractor, is as follows:

1. NATURE AND DURATION OF MEDICAL SERVICES. Physician agrees to provide services beginning with the Effective Date set forth above for the purpose of providing medical director services to MIH. These duties shall not include direct medical care to patients. The duration of this contract shall be from year-to-year.

2. TERM. The initial term of this Agreement shall be for one (1) year commencing on January 1, 2025 and ending on December 31, 2025. Upon expiration of the initial 1-year term this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of nonrenewal to the other party not less than ninety (90) days prior to the expiration date of the then-current term.

3. PHYSICIAN IN GOOD STANDING. Physician represents that she is a duly licensed physician in good standing with the State of Indiana.

4. DUTIES OF PHYSICIAN. The duties of the physician shall be as follows:

   4.1. Serve as liaison to the professional medical community and Franciscan Health – Crawfordsville, the sponsoring institution.

   4.2. Monitor and evaluate the day-to-day medical operations of MIH.

   4.3. Provide individual consultation regarding medical protocols to the emergency medical personnel affiliated with MIH.

   4.4. Participate in the audit and review of persons treated by the emergency medical personnel of MIH.

   4.5. Assure compliance with approved medical standards performed by MIH.

   4.6. Develop and/or approve written protocols for MIH medical personnel.

   4.7. Assist MIH with compliance with its contractual agreement with Franciscan Health – Crawfordsville, the sponsoring institution.

   4.8. Maintain current unlimited Indiana medical licensure, CSR and DEA certificates for the purpose of ordering medical supplies and pharmaceuticals for MIH.

5. DUTIES OF MIH

5.1. Provide to Physician all training and educational materials as well as payment of any fees such as Indiana CSR and DEA certification requires to carry out the duties of medical director.

5.2. Provide to Physician written notices, publications, and emergency medicine rules and regulations promulgated by the Indiana State Emergency Medical Services Commission.

6. COMPENSATION. The City of Crawfordsville shall pay Physician on an hourly basis at the rate of $150 per hour. The total amount of compensation to Physician may not exceed $11,000.

6.1. Compensation is based on Physician spending at least one (1) but nor more than twenty (20) hours each month in the performance of duties outlined in Section 4 of this Agreement.

6.2. Physician shall submit monthly verified statements of her hours worked to the MIH Department in the form of an invoice, which the City will process and pay to Physician within 14 days.

6.3. Payments are to be made to:
Mary M. Glass, M.D.
2267 East Overcoat Road
Crawfordsville, Indiana 47933

7. INDEPENDENT CONTRACTOR. The City and Physician expressly acknowledge and agree that the services Physician will provide under this Agreement will be performed as an independent contractor, and not as an agent, employee, joint venture, or partner of the City. The parties also expressly acknowledge and agree that regarding any payments made to Physician under this Agreement, the City will not: (a) withhold or pay FICA, Medicare, or other federal, state, or local income or other taxes or charges; or (b) comply with or contribute to state workers compensation, unemployment, or other such governmental funds or programs.

8. TERMINATION. This contract may be terminated by either party with sixty (60) days written notice. Should either party terminate the agreement, Physician salary will be prorated to include the fraction of the month prior to the end of the sixty (60) day notice period. Should a new Physician be hired before the end of the sixty (60) day period, the salary shall be prorated to include the fraction of the month prior to the hire date of the new Physician.

9. MEDICAL MALPRACTICE AND GENERAL LIABILITY INSURANCE.

9.1. Physician shall be a named insured on the City of Crawfordsville's general liability and medical malpractice insurance policies when performing administrative duties as a medical director performed under this Agreement. Physician will be provided documentation of coverage annually.

10. INDEMNIFICATION

10.1. Physician agrees to indemnify, defend and hold harmless CFD and the City and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of Physician in performance of this contract.

10.2. Subject to the limitations of the Indiana Tort Claims Act and the Indiana Constitution, CFD and the City agree to indemnify, defend and hold harmless Physician against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CFD or the City, or both, and CFD's and the City's officers, agents and employees, in performance of this contract.

11. **CONFIDENTIALITY.** Physician may be given access to or otherwise come into contact with or become aware of confidential patient information. Physician therefore shall use confidential information solely in connection with the performance of this Agreement and shall not directly or indirectly disclose or use any confidential patient information without the patient's prior written consent, both during and after the termination of this Agreement.

12. **NOTICES.** All notices given under this Agreement shall be in writing. A notice shall be deemed to have been given at the time when mailed by registered or certified mail or hand delivered. Notices shall be given for each party to the individual and, if mailed, the address listed below unless notice is given otherwise:

If to MIH: Mobile Integrated Health Department, ATTN: Samantha Mitchell, City Building, 300 E. Pike Street, Crawfordsville, IN 47933

If to Physician: Mary M. Glass, MD, 2267 East Overcoat Road, Crawfordsville, Indiana 47933

13. **GOVERNING LAW.** This Agreement is entered into in Indiana and shall be govemed by and construed in accordance with the laws of the State of Indiana. Courts of competent authority located in Montgomery County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such

action.

14. **AMENDMENT OF AGREEMENT.** This agreement may be modified or amended only by an instrument in writing executed by authorized representatives of both parties.

15. **ASSIGNMENT.** No assignment of this Agreement, of the rights hereunder, or the delegation of the duties hereunder shall be valid without the specific written consent of the parties hereto, except that this Agreement shall be assigned to any successor entity of either party without the consent of the other party.

16. **COMPLETE AGREEMENT.** This Agreement is the entire and complete agreement of the parties. No oral representations or agreements outside this written agreement shall be binding.

WHEREFORE, the parties have set forth their respective signatures below to acknowledge their above and foregoing agreement.

PHYSICIAN

_____ Date: _____

Mary M. Glass, M.D.

CRAWFORDSVILLE MOBILE INTEGRATED HEALTH DEPARTMENT

_____ Date: _____

Samantha Mitchell, Department Head

BOARD OF PUBLIC WORKS AND SAFETY

_____ Date: 05/21/2025

Todd D. Barton, Mayor

ATTEST:

_____ Date: 05/21/2025

Karyn Douglas, Clerk-Treasurer