

## MEDICAL DIRECTOR AGREEMENT

This Agreement is made and entered into as of the 1st day of January, 2008, by and between the City of Rapid City, hereinafter referred to as "City," and Dr. Kelly Manning, hereinafter referred to as "Physician."

### RECITALS:

A. The Physician is a medical doctor actively involved in emergency medical care in Rapid City.

B. The City is desirous of entering into a contractual relationship with Physician for the purpose of furthering the City's ability to deliver emergency medical care services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. The Physician shall act as the Medical Director of the Rapid City Emergency Medical Services system.
2. The Physician shall act as an advisor on emergency medical logistics to include paramedic and emergency medical technicians service delivery programs.
3. In accordance with South Dakota Codified Law 36-4B-15 and ARSD 20:61:01:04, the Physician shall supervise all pre-hospital advanced life support personnel as defined in SDCL 36-4B-1(2) who are practicing in the City. The Physician shall also:
  - a. offer his services to observe, direct and supervise the practice of all other emergency medical service personnel in the City.
  - b. develop and annually review standards and protocols governing every aspect of the Emergency Medical Services Oversight Committee, "EMSOC," or other similar oversight body, affecting patient care, and shall develop, implement, and document a process for monitoring compliance with those standards. Such standards shall govern control center operations, dispatching and delivery of first responder services, ground ambulance service, and specialized and/or helicopter service should they be developed. Such standards shall include:
    - 1) Medical protocols.
    - 2) Priority dispatching protocols, telephone protocols, and pre-arrival instruction protocols as appropriate for ambulances (ground and helicopter), and first responders.

- 3) Transport protocols.
  - 4) Equipment and supply standards for ambulances, and first responder units.
  - 5) Standard for training, testing and certification of ambulance crews, first responders, control center personnel, and on-line medical control physicians.
  - 6) Protocols governing on-scene control of patient care, and interactions between first responders and ambulance personnel.
  - 7) Conduct system audits and quality assurance checks.
  - 8) Standards for provision of on-line medical control.
  - 9) Standards and procedures related to "Do Not Resuscitate" orders.
  - 10) In addition to the above-listed standards, the Physician shall implement procedures for the routine verification (by sampling method) of trip reports, and for periodic inspection of ambulances and first responder units (both scheduled and "surprise" inspections).
4. The Physician shall respond to fire and emergency mass casualty incidents and operations and shall supervise medical care. At such times, the Physician shall be under the direct responsibility of the incident commander.
  5. In carrying out the functions and services contemplated by this agreement, the Physician agrees to advise and make his recommendations directly to EMSOC and to make no public statements concerning operation or policies of the Rapid City EMS system prior to discussing them with the EMSOC. Physician shall serve as a non-voting member of the EMSOC.
  6. The term of this agreement shall run from the January 1, 2008 through December 31, 2008.
  7. Each party shall have the right to terminate this agreement for any reason upon sixty (60) days written notice to the other parties prior to the termination date. The Physician shall be paid for services rendered as of the date of termination.
  8. The Physician shall be paid by the City the sum of One Thousand Four Hundred Dollars (\$1,400) per month
  9. The parties agree that the Physician is an independent contractor and is not considered in any way an employee of the City. In so agreeing, the Physician waives all rights to City employment benefits or Worker's Compensation. Physician

acknowledges that the City does not carry Medical Malpractice Insurance for Physician and Physician will carry his own Medical Malpractice Insurance to cover his services under this agreement.

- 10. The City agrees to furnish the communications equipment necessary to fulfill the responsibilities as stated in this agreement.
- 11. The parties shall defend, indemnify, and hold each other harmless from all claims arising from the execution of this agreement.
- 12. Physician may not transfer, assign, or subcontract his rights or obligations under this Contract without the expressed written permission of the City.
- 13. The terms and conditions of this agreement may be amended at any time during the term of this agreement upon the mutual consent of all the parties hereto.
- 14. This agreement shall be governed pursuant to the laws of the State of South Dakota and the ordinances of the City of Rapid City.
- 15. This writing constitutes the entire agreement between the parties and the parties acknowledge that there are no underlying agreements, oral and written, pertaining to the terms of this agreement.

IN WITNESS WHEREOF, the City of Rapid City and Dr. Kelly Manning have caused this instrument to be executed and signed as of this 1st day of January, 2008.

MEDICAL DIRECTOR

  
\_\_\_\_\_  
Dr. Kelly Manning

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer  
(SEAL)

State of South Dakota )  
ss  
County of Pennington )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned

officer, personally appeared Dr. Kelly Manning, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

State of South Dakota )

ss

County of Pennington )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE