

MEDICAL DIRECTOR AGREEMENT

This Agreement is made and entered into as of the _____ day of December, 2002, by and between the City of Rapid City, hereinafter referred to as "City," County of Pennington, hereinafter referred to as "County" 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 and Pennington County.

B. The City and County is desirous of entering into a contractual relationship with Physician for the purpose of furthering the City's and County'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-Pennington County 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 and County, except ALS personnel in those municipalities which have designated their own medical director. 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 and County.

b. in compliance with the terms of the contract between the ambulance service provider(s) and the City and County, develop and annually review standards and protocols governing every aspect of the Emergency Medical Services Oversight Committee "EMSOC," 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-Pennington County 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 January 1, 2003, until the date of assumption by the City of Ambulance/Emergency Services from American Medial Response.

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 and County the sum of One Thousand Two Hundred Dollars (\$1,200) per month. This fee shall be paid on a prorated basis of 80% (\$960) by the City and 20% (\$240) by the County for each month of the year during the term of this contract. If the Medical Director provides notice to the EMSOC by the fifteenth (15th) of May, 2003, of his desire to negotiate a higher monthly fee and supporting documentation for such, negotiations will be entered into by the EMSOC or its designee and the Medical Director regarding this increased fee. EMSOC will then make a recommendation to the City and County as to whether an increased fee is merited. In no case will the monthly fee be less than One Thousand Two Hundred Dollars (\$1,200) per month for the term of the contract.

9. The parties agree that the Physician is an independent contractor and is not considered in any way an employee of the City and/or County. In so agreeing, the Physician waives all rights to City and/or County employment benefits or Worker's Compensation.

10. The City and County agree to furnish the communications equipment necessary to fulfill the responsibilities as stated in this agreement.

11. The City and County agree to defend and indemnify the Physician from any claims arising out or omissions of the Physician during the term of this agreement which are attributable to his services and responsibilities as set forth herein excluding gross negligence and willful misconduct.

12. Physician may not transfer, assign, or subcontract his rights or obligations under this Contract without the expressed written permission of the City and County.

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 and County of Pennington.

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 County of Pennington by and through their officials, have caused this instrument to be executed and signed as of this _____ day of _____, 2002.

MEDICAL DIRECTOR

Dr. Kelly Manning

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

COUNTY OF PENNINGTON

Chairperson

ATTEST:

Auditor

(SEAL)

State of South Dakota)
 ss
County of Pennington)

On this the _____ day of _____, 2002, 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)