

MEDICAL DIRECTOR SERVICES AGREEMENT

NOTICE REQUIRED BY SECTION 15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING EMPLOYMENT AGREEMENT IS SUBJECT TO ARBITRATION

THIS AGREEMENT, entered into to be effective as of this 31st day of Oct, 2018 (the "Effective Date") by and between **SELF MEDICAL GROUP**, a South Carolina nonprofit corporation ("SMG") and **EDGEFIELD COUNTY EMS**, a South Carolina Edgefield EMS ("COUNTY"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, SMG employs Tami Massey, M.D. (the "Physician"), as a physician duly licensed to practice medicine in the State of South Carolina, board certified in Family Medicine and qualified to provide Medical Director Services for the COUNTY; and

WHEREAS, COUNTY has requested, and SMG has agreed to provide the Physician to render the Services, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and understandings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by COUNTY and SMG, the Parties, intending to be legally bound, agree as follows:

SECTION ONE: RESPONSIBILITIES

1.1 **Appointment of Director.** COUNTY hereby engages SMG to provide a Physician to serve as the Medical Director pursuant to the terms of this Agreement, and SMG hereby accepts such engagement. The Services shall be provided at the direction of SMG.

1.2 **Administrative Duties.** SMG shall assume and provide the administrative duties set forth in Exhibit A, attached to this Agreement and incorporated herein by reference, during the term of this Agreement.

SECTION TWO: RELATIONSHIPS

2.1 It is expressly acknowledged and understood by the Parties that SMG is an "independent contractor",

SECTION THREE: COMPENSATION

3.1 COUNTY shall compensate SMG as provided for in Exhibit B, attached to this Agreement and incorporated herein by reference.

3.2 **Payment.** For the convenience of the COUNTY, the COUNTY will make monthly payments of \$1,000.00 to SMG for the services provided by the Medical Director each month.

SECTION FOUR: MISCELLANEOUS

4.1 Term. The term of this Agreement shall be for one (1) year commencing on _____ . The term of this Agreement shall thereafter be renewed automatically for additional and successive one (1) year periods, unless notice of intent not to renew is given by either Party to the other at least thirty (30) days prior to the expiration of the applicable term or unless this Agreement is otherwise terminated as provided herein.

4.2 Termination With Notice. Notwithstanding any other term herein, either Party may terminate this Agreement with or without cause, at any time, without penalty, upon ninety (90) days prior written notice to the other Party. If this Agreement is terminated without cause, the Parties may not enter into another agreement for the provision of Medical Director services until the first annual anniversary of the Effective Date.

4.3 Insurance. Each of the Parties shall maintain, or cause to be maintained, Professional Liability Insurance in amounts acceptable to the other party.

4.4 Headings. The heading of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit or define or extend the specific term of the section so designated.

4.5 Governing Law/ Venue. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of South Carolina. Venue for the resolution of any dispute between the Parties arising under this Agreement shall be in Edgefield, South Carolina and those states and federal courts having jurisdiction over Edgefield, South Carolina.

4.6 Entire Agreement. This Agreement, which includes and incorporates the Recitals above and all attached Exhibits, constitutes the entire understanding and agreement between the Parties hereto regarding the scope of services covered by this Agreement and may not be modified without a written agreement executed by all Parties.

4.7 Indemnification. Nothing in this Agreement is intended to negate either party's right to indemnity from the other party in accordance with the common law of the State of South Carolina against claims, costs or damages, including reasonable attorney's fees.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the day and year first written above.

EDGEFIELD COUNTY EMS
a South Carolina Edgefield EMS

By: Thom L. Paradise
~~EMS Director~~ County Administrator
Thom L. Paradise
SELF MEDICAL GROUP

By: William H. Keith
William H. Keith
Sr. Vice President & CAO

EXHIBIT A

Medical Director Duties and Services for EMS Edgefield County EMS

SMG shall provide the Medical Director who shall render the following services under this Agreement:

1. Quality assurance (QA) of patient care including development of protocols, standing orders, training, policies, and procedures; and approval of medications and techniques permitted for field use by direct observation, field instruction, in-service training (IST) or other means including, but no limited to:
 - Patient care report review;
 - Review of field communications recordings;
 - Post-run interviews and case conferences; and
 - Investigation of complaints or incident reports.
2. The Medical Director shall serve as medical authority for the licensed provider, to perform in liaison with the medical community, medical facilities, and governmental entities.
3. The Medical Director shall have independent authority sufficient to oversee the quality of patient care for the agency.
4. The Department must be notified of any change in Medical Director, drug list, or standing orders within ten (10) days of the change.
5. The Medical Director may withdraw at his or her discretion, the authorization for personnel to perform any or all patient care procedure(s) or responsibilities.
6. Medical Director shall complete Department mandated continuing education updates to maintain their status.
 - (a) Attend required/necessary educational conferences to maintain ability to be Director. Attendance at any other sessions is voluntary and encouraged.
7. Medical Director may respond to scene calls to render care, function as medical providers, provide medical direction, and/or exercise their medical oversight authority.

EXHIBIT B

Compensation

In exchange for the Medical Director services provided by SMG hereunder, COUNTY agrees to compensate SMG a monthly rate of \$1,000.00.

No other compensation, benefits, taxes, fees or other cost shall be paid as a result of this Agreement.

COUNTY's payment to SMG of Compensation hereunder shall be contingent upon Dr. Massey's timely completion and submission of the time records to COUNTY for approval. COUNTY will forward a copy of approved time records to SMG on a monthly basis.

