

Medical Director Agreement

This agreement is entered into by and between the **MJM Medical Director Consortium**, (hereinafter "Physician") and **Mankato Public Safety** (hereinafter "Service").

WHEREAS The Service desires to provide emergency medical services and desires assistance in providing the following medical direction to the Service:

NOW THEREFORE, it is agreed that Physician will act as medical director for the Service and will provide the following consultation to the Service per Minnesota Statutes 144E.001 to 144E.33 and Minnesota Rules Chapter 4690.

144E.265 Sub. 1 [Requirements] A Medical Director shall:

1. Be currently licensed as a physician in this state.
2. Have experience in, and knowledge of, emergency care of acutely ill or traumatized patients.
3. Be familiar with the design and operation of local, regional, and State emergency medical service systems.

144E.265 Sub. 2 [Responsibilities] Responsibilities of the Medical Director shall include, but are not limited to:

1. Approving standards for training and orientation of personnel that impact patient care.
2. Approving standards on upgrading and purchasing equipment and supplies that impact patient care.
3. Establishing standing orders for pre-hospital care.
4. Approving triage, treatment, and transporting protocols.
5. Participating in the development and operation of continuous quality improvement programs including but not limited to, case review and resolution of patient complaints.
6. Establishing procedures for the administration of drugs; and
7. Maintaining the quality of care according to the standards and procedures established under clauses (1) to (6).

144E.265 Sub. 3 {Annual Assessment; Ambulance Service. Annually, the Medical Director or the Medical Director's designee shall assess the practical skills of each person on the service roster and sign a statement verifying the proficiency of each person. The statements shall be maintained in the licensee's files.

IT IS FURTHER AGREED that the Service shall:

1. Implement the medical protocols and guidelines developed by Physician.
2. Report patient care problems and public complaints on patient care and transportation to Physician.
3. Report all proposals for the purchase of patient care equipment to Physician for evaluation and advice.
4. Give Physician access to copies of patient care reports for evaluation and review; and
5. Provide physician on a periodic basis with information on the number of personnel and their levels of training.

IT IS FURTHER AGREED that the Service agrees to indemnify and hold Physician harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from any act of omission of the Service, its agents, employees, or contractors, except Physician, in the performance of their duties or in any way related to the failure to fully perform in respect to all obligation under the contract.

IT IS FURTHER AGREED and understood that information held by the Physician potentially could be subject to data practices request under Minnesota law. The Physician agrees to cooperate to provide said data allowed by law should such a situation arise.

IT IS FURTHER AGREED that the Physician agrees to indemnify and hold Service harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly from professional negligence on the part of the Physician in the performance of his duties under this contract.

IT IS FURTHER AGREED that the parties intend that an independent contractor relationship will be established by this contract. Physician is not to be considered an agent or employee of Service for any purpose.

It is acknowledged by the parties that Physician may have access to confidential information concerning the Service, including names and addresses of the services, patients, and medical information provided by the Service, amounts paid for these services, the marketing program of the Service, and other information regarding the manner and methods of its operations.

Therefore, in consideration of the terms of this Agreement, Physician agrees that during the term of this Agreement and for a period of five years immediately following its termination, he will not:

use, give, or divulge to any person or entity anywhere located, any medical information, information regarding prices and fees, or other information or data acquired by Physician prior to or during the term hereof which is learned by Physician as part of performance of this Agreement and not as a part of the general experience and knowledge learned by Physician.

IT IS FUTHER AGREED, that the service agrees to pay the physician the sum of \$ 83.3333 per month, or \$ 1000 annually. Any change in this fee would have to be proposed with at least 90 days' notice and agreed upon by both parties prior to taking effect.

IT IS FURTHER AGREED, that if not sooner terminated, this Contract shall renew

IT IS FUTHER AGREED, that this contract shall renew automatically annually on the anniversary date of it is signing unless a notice of termination is given by either party is submitted in writing with minimum of a 90-day notice.

Physician further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws about the services to be rendered by Physician as Medical Director for Ambulance Services & First Responder Agencies.

MJM Authorized Representative

By: _____ Date: _____

Printed Name: _____

Its: _____

Mankato Public Safety Authorized Representative

By: _____ Date: _____

Printed Name: _____

Its: _____
