

San Juan County Emergency Medical Services MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made and entered into this 20th day of August 2024, by and between San Juan County (hereinafter "County"), a political subdivision of the State of Utah organized and operating pursuant to Utah Code Ann. 17, and Dr. Francesca R. Nichols, is based upon the following terms and conditions:

WHEREAS, the Utah Department of Public Health and Human Services require a licensed Utah physician to serve as Medical Director to authorize, direct and supervise the medical acts of EMS providers in accordance with Utah Rule R426-3-5 (11), and

WHEREAS, the County provides emergency medical response and operates an ambulance service as authorized by Utah statute, requiring a licensed Utah physician to serve as Medical Director, and

WHEREAS, Dr. Francesca R. Nichols is a licensed and actively practicing Utah physician board certified in Pediatrics and Pediatric Emergency Medicine.

NOW, THEREFORE, in consideration of mutual preambles, covenants, and conditions set forth therein, the parties agree as follows:

Section 1. Service as Medical Director

Dr. Francesca R. Nichols hereby agrees to serve as the Medical Director for San Juan County Emergency Medical Services according to the terms of this agreement, and to maintain an Off-line Medical Director Certification as listed in Utah Rule R426-5-2600.

The parties agree that Dr. Francesca R. Nichols shall be an independent contractor and shall not be an employee of San Juan County. Independent contractors are not eligible for benefits offered to employees of San Juan County.

Section 2. Duties of the Medical Director

In cooperation with Department management, Dr. Francesca R. Nichols shall fulfill the requirements listed in Utah Rule R426-3-7:

1. Provide oversight of the Departments EMS program with a focus on optimal patient outcomes through clinical excellence.
2. Supervise the medical practice of all Department EMS providers.
3. Supervise the activities of the Departments state recognized EMS Education Programs.

4. Establish, sponsor and supervise the Department's procedures to acquire, store, administer and track controlled substances in accordance with state and federal requirements.
5. Ensure the initial and ongoing qualifications of EMS providers through education, testing and medical director credentialing requirements.
6. Recommend and approve medical care protocols including online (direct communication) and offline (written) components.
7. Recommend and participate in a quality management program.
8. Establish criteria for review of Department EMS responses and provide input on cases requiring review.
9. Approve, sponsor, and supervise scope of practice waivers as needed.
10. Attend and/or teach a minimum of two department-wide continuing education sessions annually.
11. Maintain working relationships with the local medical community including hospitals, emergency departments, clinics, physicians, air ambulance services and other EMS organizations.
12. Interact with regional, state, and local EMS organizations to ensure the Department's EMS program meets or exceeds current standards.
13. Recommend the retraining, suspension, or removal of Department EMS providers due to incompetent clinical care.
14. Maintain active membership in the National Association of EMS Physicians.
15. Attend meetings as required.

Section 3. Compensation

1. \$6,000 per annum payable in monthly installments of \$500.
2. Up to \$2,000 in reimbursement for travel and/or educational activities related to EMS Medical Direction per year.
3. Payment of annual membership dues for the National Association of EMS Physicians (NAEMSP).
4. The Department will cover costs for necessary certification classes, DEA licensure.
5. The Department will cover the required insurance costs for the Medical Director through the NFP EMS Medical Directors insurance program.

Section 4. Term

The initial term of this agreement shall be from the date executed until August of 2025. This agreement shall automatically renew annually unless either party to this agreement gives 30 days written notice of intent to non-renew or renegotiate the terms of the agreement. Both parties to this agreement are encouraged to engage in ongoing performance reviews to ensure that parties are performing according to the expectations expressed in this Agreement.

IN WITNESS WHEREOF, San Juan County and Dr. Francesca R. Nichols have executed this Agreement as of the day and year first set forth above.

DR. FRANCESCA R. NICHOLS

SAN JUAN COUNTY

Dr. Francesca R. Nichols

Jamie Harvey, Commission Chair

Mack McDonald, CAO