

**SAN JUAN COUNTY SHERIFF'S OFFICE
MEDICAL DIRECTORSHIP AGREEMENT**

THIS MEDICAL DIRECTORSHIP AGREEMENT (“Agreement”), entered into as of the 6th day of April 2021, effective as of the 1st day of April 2021, by and between **SAN JUAN COUNTY** ("Agency") a political subdivision of the State of Utah (“Agency”), and Dr. Michael Q Nielson, (“Physician”).

RECITALS:

Agency operates a law enforcement agency which performs dispatch duties and responds to and assists on dispatch calls with EMS personnel to crime and accident scenes involving physical injuries; and

Agency has determined that the retention of a physician to provide professional medical direction relating to the dispatch of officers and EMS personnel to crime and accident scenes involving physical injuries as the Medical Director of Agency is in the best interest of the patients, the community, and Agency; and

Agency has determined that the retention of a physician to provide professional medical direction relating to the training and retention of qualified Emergency Medical Dispatchers as the Medical Director of Agency is in the best interest of the patients, the community, and Agency; and

Physician is duly licensed to practice medicine in the State of Utah; and Agency and Physician mutually desire to enter into this Agreement, which will oversee the creation and approval of an Agency Medical Dispatch System and an Agency Medical Call Review Quality Assurance Program review through the provision of Physician’s Medical Director services.

NOW, THEREFORE, for and in consideration of the premises set forth above and the mutual benefits, covenants, and agreements set forth below, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless clearly required by the context in which such term is used.

1.1 Agency Policies. The term “Agency Policies” shall mean the established policies, practices, and procedures of the Agency, and those of the San Juan County Sheriff, all adopted, approved, or amended by the Agency in behalf of the San Juan County Sheriff pursuant to normal procedure.

1.2 Agency. San Juan County Sheriff's Office is a law enforcement agency of San Juan County which performs dispatch duties and responds to and assists on dispatch calls with EMS personnel to crime and accident scenes involving physical injuries.

1.3 Medical Director Services. The term “Medical Director Services” shall mean those certain services listed in Section 2.3 herein.

1.4 Term. The term “Term” shall mean the contract period provided for under the Agreement.

ARTICLE II.

COVENANTS OF PHYSICIAN

2.1 Appointment of Physician. Agency hereby appoints Physician as Medical Director of Agency, and Physician accepts such appointment, to provide services for Agency in accordance with the terms of this Agreement.

2.2 Qualifications of Physician. Physician must at all times during the Term of this Agreement (i) hold a valid and unrestricted license to practice medicine in the state in which the

Agency is located, and (ii) be fully capable and qualified, in accordance with good medical practice, to provide Medical Director Services as required by this Agreement.

2.3 Duties of Physician. Physician shall be available for consultation relating to the delivery medical care services (“Program”) at the Agency and shall provide the following Medical Director Services:

a. Approval of Medical Dispatch System - Physician will participate in the creation, review and update of the Medical Dispatch System, which includes systemized caller interrogation questions, systemized pre-arrival (at a hospital) instructions, protocols matching the dispatcher's evaluation of injury or illness severity with vehicle response mode and configuration, and the use of Emergency Medical Dispatch card system (also known as Clawson) with the cards being kept up to date with the most recent approved cards.

b. Approval of Medical Call Review Assurance Program - Physician will participate in the creation, review and maintenance of a Medical Call Review Assurance Program, including a random, or as needed, review of calls by the Agency Education/Program Development - Physician agrees to be utilized to teach assessment skills to the Program clinical staff, develop new patient care protocols and assist/review development of staff and patient education materials.

c. In addition, Physician shall perform such other administrative duties as may from time to time be agreed to between Physician and the Agency.

2.4 Insurance. The Agency has secured, through its indemnity pool, insurance for medical doctors working in an administrative capacity. This insurance will cover Physician while reviewing and recommending policy and providing training. Hands on medical treatment would

require Physician to have his own medical malpractice insurance; however, such hand on treatment is outside the scope and duties of this agreement.

2.5 Reports and Records. Physician shall prepare such reports relating to the provision of Medical Director Services as are reasonably requested by Agency. The ownership and right of control of all reports, and supporting documents submitted to or by Physician shall rest exclusively with Agency.

2.6 Confidentiality of Information. Physician agrees to keep confidential and not to use or to disclose to others either during the Term or during any other period of association with Agency extending beyond the Term and for a period of six (6) years thereafter, except as expressly consented to in writing by Agency, any secrets or proprietary information, patient lists, marketing programs, or trade secrets of Agency (which shall be deemed to include all provisions of this Agreement), or any matter or thing ascertained by Physician through Physician's association with Agency, the use or disclosure of which matter or thing might reasonably be constructed to be contrary to the best interest of Agency. Physician further agrees that should this Agreement be terminated, Physician will neither take nor retain, without prior written authorization from Agency, any papers, policies, forms, patient lists, fee documentation, patient records, quality improvement materials, files or other documents or copies thereof or other confidential information of any kind belonging to Agency pertaining to Agency's business. Physician will comply with all applicable privacy and security regulations as specified in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and subsequent rules. Physician agrees to abide by all state and federal law relevant to the confidentiality of patient identifiable health information including but not limited to the HIPAA. Physician is not to share the protected information with any third party unless there is a stated need to share the information

with an identified third party. Any such protected information is to be destroyed or returned to Agency according to Agency policy. Without limiting other possible remedies to Agency for the breach of this covenant, Physician agrees that injunctive or other equitable relief shall be available to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise. Physician further agrees that if any restriction contained in this Section is held by any court of competent jurisdiction to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place and remaining restrictions contained herein shall be enforced independently of each other.

2.7 Good Faith and Best Efforts. Physician agrees to act in good faith, cooperate with Agency, and use best efforts to fulfill the responsibilities and obligations set forth in this Agreement.

ARTICLE III.

COVENANTS OF AGENCY

3.1 Amount of Compensation. In consideration of the Medical Director Services rendered each month by Physician pursuant to this Agreement, Agency shall pay to Physician the amount of \$25.00 per hour. Physician agrees that such amount shall be Physician's sole compensation for Medical Director Services furnished pursuant to this Agreement.

3.2 Payment of Compensation. Upon receipt, review and approval of the physician's invoice required in Section 3.3 herein, Agency shall remit to Physician compensation amount set forth in Section 3.1 hereof in accordance with Agency's accounts payable cycle.

3.3 Time Records. Physician shall record promptly and maintain all information that, in the judgment of Agency, is necessary or desirable in order for Agency to have time records documenting the Medical Director Services furnished by Physician hereunder. The form of such

time records shall be determined, and may be from time to time amended, by Agency, and Physician agrees to consult with Agency from time to time regarding the form and content of such records. Physician agrees to submit such time records no later than the 15th day of the month following the month in which the Medical Director Services are furnished.

3.4 Qualifications of Dispatcher. The Agency agrees that it will train and maintain twenty-four (24) hour coverage by certified Emergency Medical Dispatchers (EMD) and that the Agency will maintain the certifications and training of each EMD.

ARTICLE IV.

TERM AND TERMINATION OF AGREEMENT

4.1 Term. This Agreement shall be effective as of the 1st day of April 2021, for a term of one (1) year therefrom; subject however, to Sections 4.2 through 4.4 hereof. This Agreement will be automatically renewed annually by the parties for additional one-year terms unless terminated pursuant to this Article IV. This Agreement will be reviewed annually by the Agency and the San Juan County Sheriff.

4.2 Immediate Termination for Cause by Agency. Agency and or the San Juan County Sheriff may, as its option, terminate this Agreement immediately by written notice to Physician upon the occurrence of any of the following events: (i) Physician's failure to meet any of the qualifications set forth in Section 2.2; (ii) failure of the Physician to fulfill the duties set forth in Section 2.3, (iii) the death or disability of Physician.

4.3 Termination. This Agreement cannot be terminated without cause during the first year. At any time during the Term of this Agreement, either party may terminate this Agreement with cause upon the giving of ninety (90) days advance written notice to the other party.

4.4 Termination or Notice for Default. In the event that either party shall give written notice to the other that such other party has breached a material provision of this Agreement (other than those specified in Section 4.2 above), and such breach remains uncorrected for a period of ten (10) days after receipt of such written notice, the party giving such notice may, at its option, after the expiration of the aforesaid ten (10) day period, terminate this Agreement immediately.

ARTICLE V.

MISCELLANEOUS

5.1 Status of Physician. It is expressly acknowledged by the parties hereto that Physician, in performing Physician's duties and obligations under this Agreement, is an "independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow Agency to exercise control or direction over the manner or method by which Physician performs the services which are the subject matter of this Agreement; provided, always, that the services to be furnished hereunder by Physician shall be provided in a manner consistent with Program Policies, the standard governing such services, and the provisions of this Agreement. Physician understands and agrees that, unless otherwise required under applicable federal income tax laws or the term of any agreement between Agency and the Internal Revenue Service, (i) Physician will not be treated as an employee for federal tax purposes; (ii) Agency will not withhold on behalf of Physician pursuant to this Agreement any sums for income tax, unemployment insurance, social security, retirement benefits, or any other withholding pursuant to any law or requirement of any governmental body relating to Physician, or make available to Physician any of the benefits afforded to employees of Agency; (iii) all of such payments, withholdings, and

benefits, if any, are the sole responsibility of Physician; and (iv) Physician will indemnify and hold harmless Agency from any and all loss or liability arising with respect to such payments, withholding, or benefits, if any.

5.2 Applicable Standards. Physician shall, as a condition precedent to Agency's obligations under this Agreement and the provision of services by Physician hereunder, provide the Medical Director Services in such a manner as may be required by any standard, ruling, or regulation of the State, the U.S. Department of Health and Human Services or any other applicable federal, state, or local governmental agency, corporate entity, or such other entity exercising authority with respect to Agency. Physician shall perform the Medical Director Services in conformance with all requirements of the state and federal constitutions and all applicable state and federal statutes and regulations.

5.3 Notices. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been given or delivered if either personally delivered or mailed by registered mail, return receipt requested, postage prepaid to the following addresses:

If to Physician: _____

If to Agency: San Juan County
Attention: San Juan County Sheriff
117 South Main Street, PO Box #9
Monticello, Utah 84535

5.4 Assignment. Physician may not assign or transfer any of Physician's rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Agency. Agency may assign or transfer any of its rights, duties, or obligations under this

Agreement, in whole or in part to any successor entity operating Agency, which assignment shall forever release Agency hereunder.

5.5 No Waiver. The failure of either party to insist at any time upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

5.6 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties, except as may be herein specifically provided to the contrary; provided, however, Physician and Agency each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other actions as either party may reasonably request in order to carry out the intent and purpose of this Agreement during the Term hereof.

5.7 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Utah, and the obligation of the parties created hereunder are fully performable in San Juan County, Utah.

5.8 Enforcement. In the event that either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including without limitation, reasonable attorney's fees.

5.9 Warranty of Authority. Agency represents and warrants to Physician that it has the full power and authority to enter into this Agreement, that all required corporate action has

been duly taken in connection herewith, and that upon execution of this Agreement by Agency, this Agreement shall become a binding obligation of Agency, enforceable against Agency in accordance with its terms and applicable law. Physician represents and warrants to Agency that Physician has the full power and authority to enter into this Agreement, that Physician has no other contract or agreement that conflicts with this Agreement and that this Agreement shall become a binding obligation of Physician, enforceable against Physician in accordance with its terms and applicable law.

5.10 Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

5.11 Entire Agreement: Amendments. This Agreement sets forth all of the representations, promises, agreements, conditions, and understandings between the parties relating to the subject matter of this Agreement, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, and understandings between the parties in any manner relating to the subject matter hereof. This Agreement may be amended but only by a written agreement signed by both parties, such amendment(s) to become effective on the date stipulated in such amendment(s).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

AGENCY

By: _____

Name: Willie Grayeyes

Title: County Commission Chair

PHYSICIAN

By: _____

Name: Dr. Michael Q Nielson

Title: _____

SAN JUAN COUNTY SHERIFF

By: _____

Name: Jason Torgerson

Title: San Juan County Sheriff