

MEDICAL DIRECTOR SERVICES AGREEMENT

NOTICE REQUIRED BY SECTION 154810 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING AGREEMENT IS SUBJECT TO ARBITRATION.

THIS AGREEMENT, entered into to be effective as of _____, 2021 (the "Effective Date"), by and between SELF MEDICAL GROUP, a South Carolina nonprofit corporation ("SMG"), and EDGEFIELD COUNTY, a county of South Carolina ("COUNTY"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, SMG employs physicians duly licensed to practice medicine in the State of South Carolina, board certified in emergency medicine and qualified to provide Medical Director Services for the COUNTY; and

WHEREAS, COUNTY has requested, and SMG has agreed to provide James Washburn, M.D. ("the Physician") to render the Services, subject to the terms and conditions contained herein; and

WHEREAS, should the Physician for any reason not be able to perform duties required under this agreement, SMG shall provide another qualified physician upon mutual agreement of the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and understandings contained in the 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 and follows:

SECTION ONE: RESPONSIBILITIES

1.1 Appointment of Director. COUNTY hereby engages SMG to provide 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, COUNTY's payment to SMG of Compensation hereunder shall be contingent upon Physician's timely completion and submission of the time records to COUNTY for approval using the time record for set forth in Exhibit C. COUNTY will forward a copy of approved time records to SMG on a monthly basis.

3.2 Payment. For the convenience of the COUNTY, the COUNTY will make monthly payments of Seven hundred and Fifty and 00/100 Dollars (\$750.00) to SMG for the services provided by the Medical Director each month. In no event will the COUNTY pay in excess of Nine Thousand and 00/100 Dollars (\$9,000.00) annually.

Within 30 days of the end of the initial and any successive contract terms, SMG will review Physician's time records and conduct a reconciliation to determine if the COUNTY paid an amount greater than the actual number of hours of medical director services provided by the Physician. If the total of this calculation is less than \$9,000.00, the excess will be carried forward into the following year or returned to the COUNTY, at the COUNTY'S discretion. This provision will survive the expiration of the Agreement.

SECTION FOUR: MISCELLANEOUS

4.1 Term. The term of this Agreement shall be for one (1) year commencing on _____, 2021. The term of this Agreement shall thereafter be renewed automatically for a maximum of two (2) 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 headings 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 terms 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 the South Carolina. Venue for the resolution of any dispute between Parties arising under this Agreement shall be in Greenwood, South Carolina and those state and federal courts having jurisdiction over Greenwood, 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 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.

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

EDGEFIELD COUNTY
a South Carolina _____

By: _____
Director, Edgefield County EMS

SELF MEDICAL GROUP

By: _____
James A. Pfeiffer
President and Chief Executive Officer

EXHIBIT A

Medical Director Duties and Services for EMS, Edgefield County Fire Services and E 9-1-1

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

1. Quality assurance (QA) of the 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 not 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 Control Physician 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 Control Physician shall have independent authority sufficient to oversee the quality of patient care for the agency.
4. Providers shall register their Medical Control Physician with the Department and provide copy of their current standing orders and authorized medication list signed and dated by the Medical Control Physician.
5. The Department must be notified of any change in Medical Control Physician, drug list, or standing orders within ten (10) days of the change.
6. The Medical Control Physician may withdraw at his or her discretion, the authorization for personnel to perform any or all patient care procedure(s) or responsibilities.
7. All initial Medical Control Physicians must attend a Medical Control Physician Workshop conducted by the Department within twelve (12) months of being designated Medical Control Physician. Failure to attend the above-mentioned workshop will result in immediate dismissal from that position.
8. Medical Control Physicians 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.
9. Medical Control Physicians 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 of a minimum of four (4) hours per month provided by SMG hereunder, COUNTY agrees to compensate SMG a rate of Seven hundred fifty dollars and 00/100 (\$750.00) per month. Total compensation shall not exceed Nine Thousand and 00/100 Dollars (\$9,000.00).

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 here under shall be contingent upon Dr. Washburn'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.

James Dustin Washburn

25 River Street, Apt#616 • Greenville, SC 29601

Phone: 828-442-3865

Email: jdwashburn4@gmail.com

Education and Training

- 07/2019-6/2020 Fellowship Training- Emergency Medical Services (EMS)
Prisma Health – University of South Carolina SOM, Columbia, SC
- 07/2016-06/2019 Post-Graduate Medical Education/Residency – Emergency Medicine
Chief Resident 2018-2019
Palmetto Health – University of South Carolina SOM, Columbia, SC
- 08/2012-05/2016 Brody School of Medicine at East Carolina University, Greenville, NC
Doctor of Medicine
- 08/2009-12/2011 Western Carolina University – Honors College, Cullowhee, NC
Bachelor of Science, Summa Cum Laude
Major: Biological sciences
Minor: Chemistry

Licensure and Board Certification

- South Carolina Medical License - full and unrestricted - through 6/30/2021
North Carolina Medical License – full and unrestricted – through 7/19/2021
Board Eligible, American Board of Emergency Medicine

Current Clinical and Professional Positions

- Full-Time Emergency Physician, Self-Regional Healthcare, Greenwood, SC
Medical Director, Piedmont Technical Community College, Paramedic Program, Greenwood, SC

Abstracts, Posters and Presentations

Baker, D, **Washburn D**, Hardison L, et al. (2018) “*Severe Diphenhydramine Overdose Resulting in Compartment Syndrome.*” Discover USC, Columbia, SC April 20, 2018

Bridges LC, **Washburn JD**, Leonard KL, et al. (2015) “*Small Bowel Obstruction: To Operate or Observe?*” The American Association for the Surgery of Trauma 2015 Annual Meeting, Las Vegas, NV, September 9, 2015

Washburn JD, Toschlog E, Waibel B. (2015). “*The Significance of Clinical and Laboratory Findings in Management of Small Bowel Obstruction (SBO)*”. North Carolina Medical Society (NCMS) Annual Meeting, Raleigh, NC, October 26, 2013

Other Research / Quality Improvement Studies

“Chest Tube Management of Simple Pneumothorax”, January 2015 – June 2015

East Carolina University Brody School of Medicine, Department of Surgery, Lindsay Bridges MD

“Use of Self Education References Prior to ED Visit”, November 2014 – May 2015

East Carolina University Brody School of Medicine, Department of Emergency Medicine, Kalvin Kurz MD

“Assessment of Intimate Partner Violence, Mental Illness and Substance Abuse among Female Patients Admitted to the Trauma Surgery Service at a Rural, Level-I Trauma Center”, April-August 2013

East Carolina University Brody School of Medicine, Department of Surgery, Brett Waibel MD

Resident Duty Hour Analysis, February 2013 – April 2013

East Carolina University Brody School of Medicine, Department of Surgery, Claudia Goettler MD

Notable Honors and Awards

Academic Excellence Award, 2019

Emergency Medicine Resident of the Year, 2019

Alpha Omega Alpha Honor Society – inducted Spring 2015

Gold Humanism Honor Society, 2015

Good Samaritan Clinic Volunteer of the Year Award, 2011

Dean’s Outstanding Scholar Award, Western Carolina University, 2011

First Responder of the Year, Ashford North Cove Volunteer Fire Department, 2007, 2009

ACT FAST, Rapid Stroke Recognition Award, 2007

Professional Memberships and Affiliations

National Association of EMS Physicians (NAEMSP)

Air Medical Physicians Association (AMPA)

American College of Emergency Physicians (ACEP)

American Medical Association (AMA)

North Carolina State Firemen’s Association

North Carolina Association of Rescue and EMS

Professional Certifications

Tactical Emergency Casualty Care (TECC) Course, Completed 2/2020

NAEMSP EMS Medical Director’s Course, Completed 01/2020

AMPA, Medical Director’s Course, Part 3 (11/2/19)

Advanced Cardiac Life Support (ACLS), American Heart Association

Pediatric Advanced Life Support (PALS), American Heart Association

Service and Leadership

Assistant coordinator, McDowell State Medical Assistance Team, 2009 – 2012

Vice President, Alpha Epsilon Delta (National Health Pre-professional Honor Society), 2010 – 2011

Certified Car Seat Inspector, McDowell County Emergency Medical Services, 2008 – 2010

Training Officer, Ashford-North Cove Volunteer Fire Department, 2007 – 2009

Volunteer Fireman, Ashford-North Cove Volunteer Fire Department, 2004 – 2012

Volunteer, WestCare Home Health and Hospice, 2010 – 2011

Member, McDowell County Mountain Wilderness Team, 2007 – 2009