

MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Services Agreement (the “Agreement”) is entered into by and between EMS-MD.com LLC, a Nevada limited liability company, the provider of the medical director services as more particularly described herein (the “Provider”) and the ambulance service engaging Provider for its medical director services as identified and with the address as set out on the signature page hereto (the “Ambulance Service”). This Agreement shall be effective as of the date the last party to this Agreement executes it (the “Effective Date”).

RECITALS:

WHEREAS, the Texas Medical Service Rules chapter 197.1-197.6 requires the Ambulance Service to achieve the highest quality of patient care; and

WHEREAS, that same regulation mandates that all Advanced Life Support ambulance services have an on-line or off-line physician medical director; and

WHEREAS, that same regulation mandates that the medical director shall be: (i) a physician licensed to practice in Texas and registered as an EMS Medical Director with the Texas Department of State Health Services; (ii) familiar with the design and operations of EMS systems; (iii) experienced in pre-hospital emergency care and emergency management of ill or injured patients; and (iv) actively involved in/or knowledgeable about:

- a. the training and/or continuing education of EMS personnel, under the Medical Director’s direct supervision, at their respective levels of certification;
- b. the medical audit, review, and critique of the performance of EMS personnel under his or her direct supervision;
- c. the administrative and legislative environments affecting regional and/or state pre-hospital EMS organizations;
- d. local multi-casualty plans;
- e. dispatch and communications operations of pre-hospital emergency units; and
- f. laws and regulations affecting local, regional, and state EMS operations.

WHEREAS, Ambulance Service and Provider desire to enter into this Agreement, whereby Provider will provide Ambulance Service with a physician licensed in the State of Texas and registered as an EMS Medical Director with the Texas Department of Health Services (the “Medical Director”, listed in Schedule I attached hereto, which may be amended from time to time).

WHEREAS, Ambulance Service and Provider have determined that it is in their mutual best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION I

ENGAGEMENT; TERM OF AGREEMENT

Section 1.01. Ambulance Service Engages Provider. Ambulance Service hereby agrees to engage Provider (and Provider consents so to be engaged) as its sole and exclusive provider of a Medical Director for the Medical Director services described in Section IV herein during the Term (as such term is hereinafter defined)(the “Services”).

Section 1.02. Ambulance Service Agrees to Pay Compensation as set out in Section III. In consideration for Provider’s agreement to be engaged by Ambulance Service and in further consideration of the considerable time, expense and effort undertaken by Provider to provide the Services, Ambulance Service agrees to (a) pay Provider pursuant to the provisions of Section III, and (b) provide the minimum notices for termination as set forth in Section II.

Section 1.03. Initial Term and Extensions. The term of this agreement is () months commencing and expiring , provided either party may terminate this agreement with or without cause upon thirty (30) days’ advance written notice to the other (the “Initial Term”). Upon completion of the Initial Term, this Agreement shall become renewable annually and in full force until the parties to this Agreement terminate the relationship via guidelines set forth in Section II of this Agreement (the Initial Term, together with each such one-year period being, collectively, the “Term”).

SECTION II

TERMINATION OF THE AGREEMENT

Section 2.01. Termination of Agreement without Cause. During the initial 120 days of the Initial Term, either party may, without cause, terminate this agreement with 30-days advance written notice to the other party. Thereafter, this Agreement may be terminated by either party, without cause, upon 60-days advance, written notice to the other party.

Section 2.02. Termination of this Agreement with Material Cause. Either party may terminate this Agreement with “material cause” if the other party is in “material default” under the terms and conditions of this Agreement and the default is not cured within seven (7) days of receipt of written notice specifying the material default. For purposes of this contract, a “material default” shall mean: (a) in the case of Ambulance Service, (i) the failure to remit compensation to Provider as and when required under this Agreement; or, (b) in the case of Provider, (i) the substantial failure of providing the Services as described pursuant to Section IV.

Section 2.03. Method and Delivery of Written Notice. All notices permitted or required under this Agreement shall be made by personal delivery or via U.S. certified mail, postage prepaid to the other party at their address set out on the signature page hereto:

SECTION III

COMPENSATION FOR SERVICES

Section 3.01. Ambulance Service agrees to pay Provider a yearly retainer of \$ [REDACTED] due in advance, payable on the first day of the Term in consideration for the Services.

SECTION IV

MEDICAL DIRECTOR SERVICES

Section 4.01. Services. The Medical Director shall implement and provide the following Services:

- (a) approve the level of pre-hospital care which may be rendered locally by each of the EMS personnel employed by and/or volunteering with the EMS under the Medical Director's supervision, regardless of the level of state certification or licensure, before the certificant or licensee is permitted to provide such care to the public;
- (b) establish and monitor compliance with field performance guidelines for EMS personnel;
- (c) establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in Texas Department of State Health Services EMS certification regulations;
- (d) develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS;
- (e) direct an effective system audit and quality assurance program;
- (f) make formal recommendations on medically related aspects of operation of the EMS including the inspection, evaluation, and approval of the system's performance specifications;
- (g) function as the primary liaison between the EMS administration and the local medical community, ascertaining and being responsive to the needs of each;

- (h) propose a letter of agreement between the Medical Director and the EMS administration outlining the specific responsibilities and authority of each which shall form the basis of a final letter agreement to be agreed upon by both parties. The agreement should describe the process or procedure by which a Medical Director may withdraw responsibility for EMS personnel for noncompliance with the Emergency Medical Service Act, Health and Safety Code, Chapter 773, the rules adopted in Chapter 197, and/or accepted medical standards;
- (i) take or recommend appropriate remedial or corrective measures for EMS personnel, in conjunction with local EMS administration, which may include but are not limited to counseling, retraining, testing, probation, and/or field preceptorship;
- (j) suspend a certified EMS individual from medical care duties for due cause pending review and evaluation;
- (k) establish the circumstances under which a patient might not be transported;
- (l) establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;
- (m) establish criteria for selection of a patient's destination;
- (n) develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards;
- (o) promptly respond to requests for information by the Ambulance Service relating to the subject matter items of this section as well as patient care issues;
- (p) provide timely review and consultation with regard to medical records; and
- (q) maintain all medical licensure and certifications in good order.

SECTION V

APPOINTMENT OF MEDICAL DIRECTOR AND RELATIONSHIP OF THE PARTIES

Section 5.01. *Appointment of the Medical Director.* The parties intend that an independent contract and not an employer/employee relationship be created by this agreement. The Ambulance Service is interested only in the results to be achieved and the control of the Services shall lie solely with Provider. The Medical Director is not considered to be an agent or employee of the Ambulance Service for any purpose, but rather is an appointed official whose capacity as an appointed Medical Director may be

revoked by the Ambulance Service at any time. By approval of this agreement, the Ambulance Service confirms the appointment of the Medical Director listed on Schedule I hereto, as Medical Director.

Section 5.02. Relationship of the Parties. It is understood that the Medical Director is in no way vicariously liable for the conduct of the Ambulance Service employees. It is also understood that the Ambulance Service is in no way vicariously liable for the conduct of the Medical Director. It is understood that the Ambulance Service may use other medical advisors from time to time. It is further understood that Provider and Medical Director are free to contract for similar services to be formed for other ambulance services while under contract with the Ambulance Service.

SECTION VI

INSURANCE AND LIABILITY

Section 6.01. Insurance and Liability. The Ambulance Service's general liability insurance shall be limited to the medical and administrative services provided by the Medical Director and Provider exclusively for the Ambulance Service. The Ambulance Service's general liability insurance shall provide coverage for the Medical Director and Provider as follows:

Insurance Carrier: _____
Limits of Coverage: \$1,000,000 /\$3,000,000
Date of Issue: _____
Expiration Date: _____

SECTION VIII

MISCELLANEOUS

Section 8.01. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument adopted by the parties hereto.

Section 8.02. Section Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 8.03. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement and the illegal or invalid provision shall be enforced to the maximum extent possible to still be legal and valid.

Section 8.04. Governing Law and Venue. **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS**

RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS OPERATING AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other parties or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Ambulance Service understands and agrees that Provider and/or Medical Director will be performing this contract in [REDACTED] County, Texas. The venue for any disputes or causes of actions that may arise out of this Agreement is the state and county courts located in the geographically nearest of the following major metropolitan areas located in the State of Texas: Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Houston, Lubbock and San Antonio.

Section 8.05. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the Members had all signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 8.06. Successors and Assigns. Each and every covenant, term, provision, and agreement herein contained shall be binding upon each of the parties and their respective heirs, legal representatives, successors, and assigns and shall inure to the benefit of each of the parties.

Section 8.07. Construction, Sections, Exhibits, Etc. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. Each reference to a “Section” herein is, unless specifically indicated otherwise, a reference to a section of this Agreement. Each reference to a “Schedule” or “Exhibit” herein is, unless specifically indicated otherwise, a reference to a schedule or exhibit attached hereto, all of which are made a part hereof for all purposes.

Section 8.08. Entire Agreement. This Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings, if any, related hereto.

Section 8.09. Confidentiality. The terms and conditions of this Agreement are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, including public information requests, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency.

[Signature page follows]

SECTION IX

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date the last party to this Agreement executes it, being the Effective Date:

AMBULANCE SERVICE:

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

PROVIDER:

EMS-MD.com LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Schedule I

Medical Director

Sharon A. Malone, M.D. (licensed physician and registered EMS Medical Director,
State of Texas)