

MEDICAL CONTROL CONTRACT

WHEREAS, the City of McKinney, Texas (the “City”) is a duly incorporated municipality pursuant to the laws of the State of Texas; and

WHEREAS, the City provides emergency medical services (“EMS”) by and through its Fire Department; and

WHEREAS, the City Requested for Qualifications Emergency Medical Advisory Services #12-28RFQ (“RFQ”);

WHEREAS, Texas EM-I Medical Services, P.A., d/b/a BEST EMS (“BEST EMS”), submitted a response to the RFQ and the City awarded the RFQ to BEST EMS; and

WHEREAS, the City and BEST EMS desire to enter into this Contract for the purpose of establishing the rights, duties, and responsibilities of the City Fire Department (“MFD”) and BEST EMS in providing medical control services and related services to the EMS personnel of the City; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the City and BEST EMS do hereby contract, covenant, warrant, and agree as follows:

I. GENERAL

- A. The City agrees that any personnel receiving Medical Control under this Contract shall be employed by the City Fire Department and be certified by the Texas Department of Health and hold current EMS status. In addition, personnel shall be authorized by BEST EMS as specified in the appropriate BEST EMS protocols and Medical Control policies.
- B. The City agrees, in writing, to provide to BEST EMS a detailed description of its municipal boundaries. The City agrees to furnish other reports listed in **Attachment A**. Upon request, the City will furnish additional reports to BEST EMS.
- C. The City agrees that it will provide, maintain, and operate all necessary field, radio, and associated equipment of the City in order to maintain communications with medical control during periods when such communication is necessary. Ambulance and staffing requirements are defined in **Attachment B**.
- D. The City and BEST EMS agree that BEST EMS’s medical control policy and procedures manual, including any additions or deletions during the contract period, shall be incorporated as a part of this Contract.
- E. While the contract is in effect, the City's Fire Department may use any proprietary or copyrighted program owned by BEST EMS.
- F. BEST EMS agrees to perform all services in accordance with the rules of the Texas State Board of Medical Examiners EMS, Chapter 197.

II. MEDICAL CONTROL SERVICES

- A. BEST EMS will provide medical control services through local physicians licensed to practice medicine in the State of Texas.
- B. BEST EMS will make available an on-line and off-line medical control source, which will be available 24 hours a day, 7 days a week to provide medical direction and consultation to the City's EMS personnel. From time-to-time, BEST EMS may provide on-site medical control when requested.
 - a. The provision of on-line and off-line medical control will provided through infrastructure including, but not limited to, an 800 MHz trunked radio with appropriate MFD frequencies, capability of receiving recording, archiving, and transmitting 12 lead ECGs from MFD EMS units in the field via an internet based interface, dedicated telephone lines, and radio and telephone recording equipment.
- C. The City recognizes that the Texas State Board of Medical Examiners EMS Chapter 197 (22 Texas Administrative Code 197), as amended (which regulations are incorporated herein and made a part hereof for all purposes), shall govern the obligations of the BEST EMS in regard to the minimum services provided, which includes, but is not limited to, the BEST EMS medical control system authorization of all EMS personnel within the City. Generally, as part of its medical control, BEST EMS:
 - a. Approves the level of pre-hospital care which may be rendered by each of the EMS personnel employed by the City under the medical director's supervision, regardless of the level of state certification, before the certificate holder is permitted to provide such care to the public;
 - b. Assists MFD with establishing and monitoring compliance with field performance guidelines for EMS personnel;
 - c. Assists MFD with establishing and monitoring compliance with guidelines which meet or exceed the minimum standards set forth in DSHS EMS certification regulations;
 - d. Assists MFD with developing, implementing, and revising protocols and/or standing orders, as necessary, governing pre-hospital care and medical aspects of EMD, patient triage, transport, transfer, and radio-telephone-telemetry communications by the EMS;
 - e. Assists MFD with an effective system audit and quality assurance program;
 - f. Assists MFD in directing an effective continuing education program; including providing for ACLS, ITLS or equivalent, and PALS or equivalent;
 - g. Makes formal recommendations to the Fire Chief or his designee on medically related aspects of operation of EMS including the inspection, evaluation, and approval of the system's performance specifications;
 - h. May be required to function as a liaison between the City and the local medical community, ascertaining and being responsive to the needs of each;
 - i. Assists MFD as required in the development of a standard operating procedure ("SOP")

to address instances where the withdrawal of medical authority from EMS personnel would be necessary due to non-compliance with either the Emergency Medical Services Act, the Health and Safety Code, Chapter 773, the rules adopted in the Texas Administration Code, Part IX, Chapter 197; and/or accepted medical standards. This SOP will outline the specific responsibilities and authorities of each party;

- j. Participate in a monthly EMS Paramedic Advisory Committee meeting to include but not limited to CQI, planning, protocol evaluation;
- k. Participates in ride-outs with MFD periodically to maintain familiarization with paramedic abilities and capabilities, stay current with needs of division;
- l. Teaches continuing education (“CE”) classes a minimum of once each quarter (CE is detailed more specifically in Section IV herein);
- m. Recommends appropriate remedial or corrective measures for EMS personnel to the Fire Chief or his designee, which may include, but is not limited to, counseling, retraining, testing, probation, suspension of authority to practice, and/or field internship;
- n. Assists MFD in the development of a no transport policy (the circumstances under which a patient might not be transported to the hospital Emergency Department in a MFD ambulance);
- o. Assists MFD in the establishment of 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;
- p. Assists MFD in developing criteria for selection of an appropriate hospital destination;
- q. Assists the Fire Chief or his designee with development and maintenance of an infection control policy (assisting with development of protocol and policy and implementation);
- r. Assists MFD in development of a health and wellness program for public safety employees;
- s. Works closely with the City Public Safety Communications to oversee and provides support for the Emergency Medical Dispatcher program;
- t. May need to participate or attend after hour meetings and/or events on short notice in which his/her advanced medical knowledge and expertise may be required;
- u. Assists MFD in the development of a medical disaster plan;
- v. Assists in the development of community health and EMS system initiatives such as:
 - i. Community wide Cardio Pulmonary Resuscitation (CPR) – Assist in the development and support of a strategic plan that targets the education of the citizens of McKinney, in CPR;

- ii. Public Access to Defibrillation (PAD) or AED Program —assists in development and support of a strategic plan for placement of AED in the McKinney community. Emphasis placed on identifying high risk sites;
 - iii. Initiate a Cardiac Alert program to optimize EMS/ED/Cath Lab interface to reduce 911 to balloon time.
 - iv. Develop a program to increase patient survivability from sudden cardiac arrest as quantified using accepted and recognized standards or methods (i.e. the Utstein Template for Reporting Cardiac Arrest).
 - v. Develop a program to increase patient survivability from cerebrovascular accident or stroke using accepted and recognized standards or methods.
 - vi. Lead, develop and support the process of developing a committee of local physicians and nurses from City area receiving hospitals to review and discuss MFD EMS protocols as well as current and future initiatives for improving pre-hospital care within the community. This committee shall be chaired by the EMS Medical Director and will meet on a semi-annual basis or more frequently as needed.
 - vii. Assist in development of community paramedicine, or proactive approach to reduce unnecessary transports. Evaluate evolving models, make recommendations, and assist in implementation in cooperation with the Fire Chief or his designee.
- D. The City agrees to participate in, and follow the recommendations of, BEST EMS's Quality Improvement ("QI") Program.
- a. BEST EMS QI program will undertake a 100% run review for 1st quarter and then tailor run reviews to meet QI needs and special projects thereafter.
 - b. As part of the QI program, BEST EMS may establish a dashboard to provide individual feedback.

III. NEW PERSONNEL

- A. The City Agrees to report newly certified and/or new EMS personnel to BEST EMS prior to permitting them to provide out of hospital care. The City also agrees to send one copy of each new EMS personnel's Texas Department of State Health Services ("DSHS") EMS certificate. The City agrees that personnel hired cannot provide patient care under the authority of BEST EMSs' Medical Control System until approved by BEST EMS.
- B. New personnel will be required to successfully complete BEST EMS's new employee training and testing course which will train and test skills and introduce policies and procedures utilized in BEST EMS's Medical Control System. The new personnel will take a written exam covering the protocols applicable to the personnel's certification within the time frame established by the medical control policies. Successful completion of this exam will result in full protocol privileges up to the personnel's state certification level. BEST EMS agrees to provide one (1) new employee training and testing course every three (3) months at no additional cost to the City.

- C. Individuals not completing the BEST EMS new employee training and testing class after being hired may be subject to having their medical control authorization revoked, at the discretion of BEST EMS.

IV. CONTINUING EDUCATION

- A. Personnel receiving Medical Control under this Contract shall comply with the BEST EMS CE requirements. BEST EMS will develop its education program to meet or exceed DSHS requirements.
- B. BEST EMS will provide CE hours, which are approved by DSHS for credit towards re-certification of the City's EMS personnel as determined by the QI program. All EMS personnel CE records will be maintained by BEST EMS. Other CE which is pre-approved by BEST EMS will be accepted for record keeping by BEST EMS. BEST EMS will provide City a copy of all CE post completion rosters for the EMS personnel.
 - a. BEST EMS will select CE instructors chosen in collaboration with MFD. The clinical educator will working in tandem with EMS system participants and coordinate education with Collin College.
 - b. BEST EMS will utilize 9th Brain (or similar software program) to track and provide alerts for EMS personnel regarding certificates, CE, and trainings, etc.
 - c. From time-to-time, BEST EMS will provide archived video lectures with question and answer forums.
- C. CE will be provided by BEST EMS approved CE instructors, under the direction of a Certified Course Coordinator. CE evaluation forms will be available at all CE offerings to give EMS personnel the opportunity to provide BEST EMS with feedback concerning the instructor and class.
- D. The CE provided by BEST EMS will consist of lecture and practice on the skills required for certification. CE classes will be scheduled and provided monthly during the term of this Contract.
- E. Mandatory attendance by the City's EMS personnel is required and is covered in the appropriate policy.
- F. Missed CE can be made up (within 30 days of the missed CE offering) by successfully completing the CE makeup packet (provided by BEST EMS's CE coordinator) and passing the written exam covering the material. The appropriate amount of CE credit will be awarded upon successful completion of the makeup packet.
- G. BEST EMS is not responsible for fees required for the EMS personnel's re-certification (for the skills exam, written CE evaluation, and /or any other fees). State fees will be the sole responsibility of the EMS personnel, City, or both (as defined by the City's own policies/procedures).
- H. BEST EMS may, at its discretion, evaluate EMS personnel during emergency runs and may credit the personnel CE credit hours for those runs. Continuing education credit hours will be awarded

based upon DSHS rules in effect at the time of EMS personnel evaluation.

- I. Additional CE credit hours may be certified through BEST EMS by attending outside courses or seminars approved in advance by BEST EMS if required verification and/or course information is provided to BEST EMS.
- J. BEST EMS will provide the City, upon request from a designated manager, with a report indicating individuals who are nearing their re-certification date. However, the information will be based upon data received from the City and BEST EMS will not be responsible for errors. The City further understands the ultimate responsibility of EMS certification rests with the individual EMS personnel.
- K. BEST EMS will keep track of all CE hours accrued through BEST EMS CE classes. BEST EMS will also keep records of re-certification dates of all personnel. Responsibility for timely re-certification of the City's EMS personnel rests entirely with the City and the individual.

V. COSTS

- A. The Costs for Medical Control and Continuing Education per month during this Contract period will be: \$45,000.00 annually. Payment may be made on an annual, semiannual, quarterly, or monthly basis at the City's election.

In consideration of BEST EMS's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay BEST EMS according to the terms set forth in this Contract.

VI. LIABILITY/WORKERS COMPENSATION

- A. BEST EMS shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

12-28RFQ, Emergency Medical Advisory Services

c/o EBIX BPO

P O Box 257

Portland, MI 48875-0257

Or you may email to:

certsonly@periculum.com

- B. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- C. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury:

- a. by accident, \$100,000 each accident; and
 - b. by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 - D. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
 - E. Professional Liability Insurance to provide coverage against any claim which BEST EMS becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$5,000,000 per claim, \$5,000,000 annual aggregate.
- NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City.
- F. With reference to the foregoing required insurance, the BEST EMS shall endorse applicable insurance policies as follows:
 - a. A waiver of subrogation in favor of City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - b. The City, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 - c. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
 - G. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

VII. TERM of CONTRACT

- A. Subject to the annual appropriation of funds by the City for the payment of this Contract, the term of this Contract shall be for thirty-six (36) months, commencing at 12:01 a.m. on October 1, 2012 (or sooner as agreed to by the parties in writing).
- B. Either party may terminate this Contract without cause at any time upon ninety (90) calendar day's written notice. BEST EMS shall be compensated for the services satisfactorily performed prior to the termination date.
- C. If BEST EMS fails any material obligation under this Contract, the City shall provide a thirty (30) day written notice to BEST EMS to cure. In the event that BEST EMS fails to cure within that period, the City may terminate this Contract by giving BEST EMS thirty (30) calendar days' written notice. BEST EMS will be compensated for the services satisfactorily performed before the termination date.
- D. No term or provision of this Contract shall be construed to relieve BEST EMS of liability to the City for damages sustained by the City because of any breach of contract by BEST EMS.

- E. This Contract has been made under and shall be governed by the laws of the State of Texas.
- F. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

If to City:

City Manager
City Manager's Office
City of McKinney
P.O. Box 517
McKinney, TX 75070

If to BEST EMS:

Texas EM-I Medical Services, P.A.
1717 Main Street, Suite 5200
Dallas, Texas 75201

With Mandatory Copy to:

Legal Department
Emergency Medical Services Corporation
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

- G. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- H. This Contract represents the entire and integrated agreement between the City and BEST EMS and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- I. This Contract and all rights and obligations contained herein may not be assigned by BEST EMS without the prior written approval of the City.
- J. BEST EMS, its agents, employees, and subservice providers must comply with all applicable federal and state laws, the charter and ordinances of the City, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. BEST EMS must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- K. Reimbursable or other miscellaneous expenses incurred by BEST EMS shall be included in the contract price; additional payment for such expenses will not be considered.
- L. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

[Signature page follows]

Texas EM-I Medical Services, P.A.

The City of McKinney, Texas

By:_____

By:_____

Title:_____

Title:_____

ATTACHMENT A

The following reports shall be submitted to BEST EMS (as requested):

- A. A monthly activity report in written format, (format provided by BEST EMS), with the following information:
 - 1. Number, type of calls and disposition
 - 2. Number of BLS and ALS incidents
 - 3. Other information determined necessary by the City or BEST EMS
- B. Access to the ESO system or a copy of EMS patient run reports that involve the following incident types shall be made available to BEST EMS for review. All cardiac and respiratory arrests, calls involving intubations or advanced airway procedures, all incidents in which a patient receives an IV or drug therapy and refuses transport, and all aero-medical transports.
- C. A current personnel roster, including the following information:
 - 1. Personnel names
 - 2. TDH certification level
 - 3. Social Security number
 - 4. Date of birth
 - 5. Correct address
 - 6. Correct phone number
- D. A copy of current Continuing Medical Education totals for all EMS personnel working for the City Fire Department.
- E. The City will also provide BEST EMS with a revised Personnel Data Form whenever changes are made to field/dispatch staff.
- F. Upon request, the City will furnish additional reports to BEST EMS.

ATTACHMENT B

- A. The City agrees that all vehicles used to transport the sick and injured will at all times while being used to provide out of hospital patient care, meet current DSHS standards including equipment and staffing, as well as the equipment and supplies listed in the BEST EMS protocols carried on the particular vehicle.
- B. The City shall allow and make available at any time, vehicles or equipment for review and inspection by BEST EMS, including non-transport vehicles.
- C. The City shall allow observation of performance, evaluation and participation during runs or other on-site visits as deemed necessary by BEST EMS staff and/or by the Medical Director.
- D. The City will notify BEST EMS in writing when, and the results of, DSHS vehicle inspections.