

**Agreement For Medical Control and Medical Director Services, Between  
The**

**CITY OF LEON VALLEY**

**And The**

**UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER At SAN ANTONIO**

This agreement is entered into by and between the City of Leon Valley, a Texas Municipal Corporation, acting through its Mayor, hereinafter called "City", and The University of Texas Health Science Center at San Antonio, hereinafter called "Center".

WHEREAS, the City operates the Emergency Medical Services throughout Leon Valley, a service providing emergency medical care and ambulance transport to hospital emergency rooms for those determined by medical standards to be in need of these services; and

WHEREAS, this service is provided by the Leon Valley Fire Department, and in order to fulfill its mission, the City needs Medical Director Services and Continuing Education for all levels of Emergency Medical Technicians; and

WHEREAS, the Center has the capability and resources to provide these services, and the City wishes to arrange for such services; and

WHEREAS, the Center is willing to provide these services;

NOW THEREFORE:

The parties agree as follows:

**SECTION A. MEDICAL DIRECTOR**

1. The Center will designate a mutually agreed upon physician medical director as the EMS Medical Director for Leon Valley Fire Department.
2. The Medical Director is responsible for clinical oversight of emergency medical services rendered by Leon Valley Fire Department. The Medical Director shall develop clinical protocols, provide medical supervision and appropriate quality assurance for daily operations and training pursuant to applicable local, State and Federal law. The Medical Director is responsible for the medical oversight by delegating authority for all aspects of patient care to ensure maintenance of accepted standards of EMS medical practice. This includes

credentialing/authorizing of all emergency care attendants (ECA), emergency medical technicians (EMT), emergency medical technician-Intermediate (EMT-I), and emergency medical technician-paramedic (EMT-P), and emergency medical dispatchers (EMD) within the Leon Valley Fire Department.

3. The Medical Director's duties and responsibilities are as follows:

A. General EMS System Oversight and Clinical Supervision:

- 1) The EMS Medical Director shall develop and monitor medically correct standing orders or protocols that permit specified ALS (Advanced Life Support) and BLS (Basic Life Support) procedures.
- 2) The Medical Director shall provide both on-line and off-line medical direction, on matters pertaining to the delivery of emergency care within the City of Leon Valley and other cities or areas as necessary when the EMS is providing Mutual Aid support outside of the City.
- 3) Provide clinical supervision to all Leon Valley Fire Department emergency medical personnel.
- 4) Retain authority and responsibility to suspend or de-authorize any Leon Valley Fire Department emergency medical personnel.
- 5) Develop, implement, and revise policies and procedures of pre-hospital care, patient triage, transport, transfer, dispatch, extrication, rescue, communications, and education development, and training.
- 6) Approve all continuing education as it pertains to the delivery and practice of EMS care.
- 7) Establish and maintain a working relationship with other Medical Directors of Emergency Medical Services in Bexar County. Act as liaison with other medical directors, federal and state officials, RAC officials and local hospitals in order to promote the highest quality of emergency care.
- 8) Coordinate with local hospitals and other agencies in matters related to hospital diversions; provide diversion protocols and procedures for EMS; liaison with hospital personnel in order to resolve disputes involving diversion.

B. On-Line Medical Control:

- 1) Provide on-line medical advice and orders to emergency medical personnel during medical incidents on a 24-hour, seven days per week coverage basis for "on-line" medical direction, via cellular telephone or radio.
- 2) The Medical Director shall provide backup medical direction during periods of time away from duties and notify Fire Department of times, dates and backup contact numbers.

C. Establish and Maintain Standing Orders, Protocols, and Standards of Care:

- 1) Develop and monitor medically correct standing orders or protocols that permit specified Advanced and Basic Life Support procedures.
- 2) Review all patient care procedures, protocols, standard operating procedures and policies to ensure compliance with all applicable Texas Department of State Health Services statutes, administrative rules and departmental policies promulgated by TDSHS.
- 3) Develop, implement and revise as necessary Trauma Transport and Hospital Bypass Protocols, consistent with RAC protocols. Ensure that all emergency medical personnel are trained in the use of the trauma "Red/Blue" scorecard methodologies for adult and pediatric trauma patients.
- 4) Develop and revise, when necessary Stroke Alert and STEMI/Heart Alert Transport Protocols. Ensure that all emergency medical personnel are trained in the use of the stroke and heart assessment scorecard methodology.
- 5) Work with emergency department directors of local hospitals to ensure a community standard of care and to monitor the quality of care provided by Leon Valley Fire Department personnel.
- 6) Participate and represent the City of Leon Valley in local EMS Medical Advisory Board meetings and Regional Advisory Council (RAC) meetings.

D. Disaster Related Duties:

- 1) Review and update, as necessary, the City of Leon Valley's Emergency Disaster Plan, Medical section.
- 2) Assist in the development of EMS mass casualty and disaster services planning and exercising.
- 3) Provide field response, telephone or radio support, as needed, during multiple casualty or disaster incidents at the request of the Incident Commander.

E. Quality Assurance and Evaluation:

- 1) Develop and implement a patient-care quality assurance system to assess the medical performance of EMS system personnel by use of a quality assurance program including, but not limited to, a prompt review of run reports and skills performance data, compliance with medical protocols, and direct observation when possible.
- 2) Develop and maintain a system to review and evaluate new medications, equipment and treatment modalities for potential implementation and review for possible elimination of medications, equipment and treatment modalities that no longer provide effective and efficient care and treatment for emergency patients.
- 3) Meet with the Fire Chief on a regular basis (minimum quarterly meetings) to keep him/her apprised of any changes or issues affecting the EMS program, and suggest program improvements.
- 4) Participate in scheduled Quality Assurance meetings.
- 5) Develop and/or review quality improvement program and mechanisms for individual case review.
- 6) Review patient care reports and apply analytic procedures to ensure appropriate documentation of patient care is being accomplished. Evaluate patient care reports to evaluate the effectiveness of the patient care that is provided by field EMS technicians and makes recommendations for improvement.

- 7) Review and resolve medical issues that may arise from EMS personnel.
- 8) Assist the City as provided in Texas State Law in the processing, mediation, and resolution of any medical complaint or injury originating from any element of the medical community and report such actions to the appropriate City officials.
- 9) Respond to all complaints regarding EMS services when such complaints are received in writing by his/her office, and report such findings to the City.
- 10) In instances where it is found that an Emergency Medical Technician or otherwise certified personnel's performance is unsatisfactory, the Medical Director or his Assistant has the authority to de-authorize or suspend the individual from patient care activities. Immediate suspension from patient care activities will be implemented by City administration until the case can be thoroughly reviewed; The Medical Director may temporarily or permanently de-authorize any City emergency medical personnel, without prejudice, from participation in patient care activities as provided by state law.
- 11) Report to the Fire Chief any emergency medical personnel who has had their privilege to provide patient care removed by the Medical Director. Such a report must include a statement and documentation of the specific act(s) that required the removal of patient care privileges.
- 12) Review and make recommendations to the Fire Chief on the removal of Fire Department personnel from direct patient contact.
- 13) Maintain adequate records of quality assurance actions, remedial training or patient care suspensions. Continuing education and other training files are to be maintained by the Fire Department.

F. Emergency Medical Dispatch Oversight & Training:

- 1) Provide oversight for the medical care aspects of the Emergency Medical Dispatch program, including selection, approval and medical control of the emergency medical pre-arrival and priority dispatch reference system.

- 2) Provide status reports in a format acceptable to the City. Minimum report requirements are shown as follows on a monthly basis:
  1. Analysis of emergency medical personnel compliance with protocol and procedure.
  2. Noteworthy trends or patterns revealed during audits.
  3. Individual problems that require additional action.

J. Assistant Medical Direction:

- 1) The Medical Director may appoint an Assistant Medical Director to assume any or all duties and responsibilities of the Medical Director at no additional cost. The City of Leon Valley shall have the right to disapprove of any physician so designated, with reasonable written justification for such disapproval.

K. Other Duties:

- 1) Provide current contact information to include telephone number, cellular phone number, pager and e-mail address.
- 2) Serve on and attend meetings as may be designated by the City pertaining to the Emergency Medical mission of the City.
- 3) Perform other tasks related to medical direction of the Leon Valley Fire Department program as required by law or as necessary.
- 4) Initiate and maintain involvement with local and state legislative processes to initiate and update laws affecting EMS.

## **SECTION C. GENERAL PROVISIONS**

- A. The City of Leon Valley, to the extent authorized by the Constitution and laws of the state of Texas, agrees to indemnify and hold Center harmless from liability arising out of any actions or omissions of City personnel while performing services related to this agreement.

- B. The Center represents that it will provide ethical, professional, timely, responsible, and prudent services in connection with this contract.
- C. Within the financial resources provided for in this contract, the Center shall employ all the necessary personnel needed to implement this contract. Such persons shall be employees of the Center and the Center shall provide such physicians with professional liability self-insurance coverage under the Center's Self-insurance Plan. The Center shall provide that non-physician employees shall be covered under the provisions of the Civil Practices & Remedies Code, Chapter 104 of the State law. Additionally, the Center agrees to indemnify and hold harmless Leon Valley Fire Department from liability arising from acts and omissions of the Medical Director, Assistant Medical Director(s), or his staff only to the extent such liability is covered by said professional malpractice liability insurance policy and to the extent that the Center can lawfully assume such indemnification under the Constitution and laws of the State of Texas.
- D. Either party may cancel and terminate this agreement by giving written notice to the other party no less than ninety (90) days prior to termination, via certified mail, return receipt requested, or by hand delivery.
- E. The parties may amend this agreement by mutual written agreement signed by the authorized representative of each party.
- F. With regard to contract disputes and complaints, all complaints or grievances should be first submitted in writing to the Fire Chief. The Fire Chief shall investigate the validity of the complaint and present the findings in writing to the Medical Director/Center and the City Manager. The City Manager will report any findings to the Mayor and City Council. The Chief shall take prompt remedial action as warranted.
- G. The term of this agreement is for three years. This may be extended up to one year pending re-negotiation by mutual written consent of the parties.

#### **SECTION D. PAYMENT**

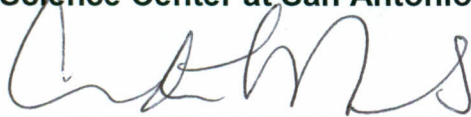
- A. In consideration for medical direction, medical quality assurance, and other related support services provided, the City will pay the Center in the first year of this contract the sum of Fifteen Thousand

and No/100 Dollars (\$15,000.00), payable at \$3,750.00 per quarter for services rendered during the first year of this Agreement. Contract years' two, three and optional amendments one and two will incorporate a 3% increase from the previous year's contract total and respectively assessed as follows: \$15,450.00 (year 2), \$15,913.50 (year 3), \$16,390.91 (optional amendment 1), and with contract yearly total being billed on a quarterly basis. Payment for quarterly invoice must be received by the Center within thirty (30) days of receipt of the invoice. Check should be made payable to The University of Texas Health Science Center at San Antonio and mailed to the Department of Emergency Health Sciences, 4201 Medical Drive, Suite 120, San Antonio, Texas, 78229-5631.

- B. The yearly amounts in Section D., A. include ten percent (10%) for Center's Facilities and Administrative Costs (F&A).
- C. The Center shall provide invoices for services rendered on a quarterly basis. Checks are to be made payable to The University of Texas Health Science Center at San Antonio and mailed to Department of Emergency Health Services, 4201 Medical Drive, Suite 120, San Antonio, Texas, 78229-5631.
- D. The rate for Year 1 will be in effect as of the last date executed below through September 30, 2016 at the quarterly or prorated amount for this time. Year 2 and continued years begin October 1.

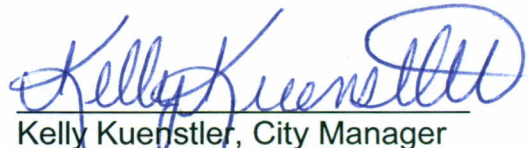
IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED IN  
DUPLICATE ORIGINALS, THIS 1<sup>st</sup> day of May, 2016.

**The University of Texas Health  
Science Center at San Antonio**



Andrea Marks, MBA, CPA  
Vice President and Chief Financial  
Officer, Business Affairs

**City of Leon Valley**



Kelly Kuenstler, City Manager  
Leon Valley, Texas