

CONTRACT BETWEEN
THE CITY OF DEER PARK AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

I. PARTIES

This Contract is entered into by and between the City of Deer Park, a municipality organized under the laws of the State of Texas, and The University of Texas Health Science Center at Houston, on behalf of its Department of Emergency Medicine (UTHealth), a state institution of higher education under laws of the State of Texas.

II. PURPOSE

This Contract is for the purpose of providing the services of Richard N. Bradley, M.D. (Dr. Bradley), a qualified physician licensed by the Texas Medical Board, to serve as EMS Medical Director of Deer Park's Emergency Medical Services (EMS) Program, and who will provide medical oversight to the EMS Program.

III. RESPONSIBILITIES OF THE PARTIES

UTHealth shall provide Dr. Bradley, as a qualified physician licensed by the Texas Medical Board and credentialed in accordance with the credentialing procedures approved by the City of Deer Park's management to serve as Medical Director for a minimum of twenty-four (24) hours per calendar-year quarter. Dr. Bradley will perform the required services in accordance with the Texas Administrative Code Chapter 197, "Emergency Medical Service," as set forth in Attachment 1: Scope of Services. In the event that Dr. Bradley is on leave greater than fourteen (14) consecutive days, UTHealth will appoint an interim EMS Medical Director to serve in his absence. Any appointed interim must be fully qualified as described in this paragraph and must be acceptable to the City of Deer Park. UTHealth may name a licensed physician to serve as Associate EMS Medical Director at no additional cost or responsibility of the City of Deer Park.

Throughout the term of this Contract, UTHealth shall provide professional liability and malpractice insurance in pursuant to The University of Texas System Medical Liability Benefit Plan authorized by Section 59.01 et seq., Texas Education Code. Minimum limits of this coverage shall be five hundred thousand dollars per occurrence and one million five hundred thousand dollars annual aggregate.

The City of Deer Park will provide funding in the amount of \$24,000 to satisfy its obligations under this Contract. Such funds will be paid in twelve (12) equal monthly installments of \$2,000. City of Deer Park shall pay UTHealth within thirty (30) days after receipt of UTHealth's monthly invoice.

City of Deer Park will provide the Medical Director with full access to its electronic records system for the review of patient care records and quality assurance/quality improvement (QA/QI).

IV. PERIOD OF AGREEMENT

This Contract shall commence October 1, 2017 and continue through September 30, 2020. After this period, this Contract may be renewed with the mutual, written agreement of both parties. Either party may terminate this Contract, with or without cause, by providing ninety (90) days written notice to the other party.

V. MISCELLANEOUS PROVISIONS

1. For the purposes of this Contract and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representation, commitment, or take any action of any kind which shall be binding on the other party, except as may be expressly provided for herein or in writing or in accordance with 22 TAC § 197.3.
2. No amendment or modification of this Contract shall be valid unless in writing and signed by both parties.
3. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under the terms of this Contract without the prior written consent of the other party. Any attempted assignment or transfer by either party of its rights or obligations without such consent shall be void.
4. All notices which are, or may be required to be given by a party to the other party in connection with this Contract, shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to the parties to be notified, or at such other place or places as a party may from time to time designate by written notice to the other party.

To City of Deer Park:

City of Deer Park
ATTN: Robert Hemminger
Emergency Services Director
2211 East X Street
P.O. Box 700
Deer Park, TX 77536

To UTHealth:

The University of Texas Health Science Center at Houston
Department of Emergency Medicine
ATTN: Janet Sherry
6431 Fannin St. Suite: J1L 446
Houston, TX 77030

5. This Contract shall be governed in all respects by the laws of the State of Texas. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or condition of this contract.

6. This Contract represents the entire and only agreement between the parties relating to the subject matter contained herein and supersedes any and all discussions, negotiations, and representations of any kind and represents the entire understanding of the parties hereinabove mentioned.

VI. ACCEPTANCE AND APPROVAL SIGNATURES

This Contract is hereby acknowledged by the following authorized representative of UTHHealth and City of Deer Park:

City of Deer Park:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

The University of Texas Health Science Center at Houston

Signed: T. Kevin Dillon

Printed Name: T. Kevin Dillon

Title: SEVP, COO/CFO

Date: 8/18/17

APPROVED AS TO LEGAL FORM
on behalf of UTHHealth
By dsf

ATTACHMENT 1

SCOPE OF SERVICES

1. Dr. Bradley will provide a portion of his professional time to this project to perform the duties outlined in 22 TAC § 197.3 "Off-Line Medical Director." Dr. Bradley will provide an approximate average of 2-3 hours per week for the purposes of fulfilling the obligations under this contract and scope of services. This time commitment will be calculated on a quarterly basis, with a minimum of 24 hours per calendar-year quarter.
2. The Medical Director will establish specific minimum criteria for training, experience and knowledge that each of the DPFDEMS personnel employed by and/or volunteering with DPFDE under the Medical Director's supervision, regardless of the level of state certification or licensure, is required to meet. Once the Director has determined that a person has met these minimums, he will issue a Memorandum of Approval to Render Care to each person with a copy to DPFDE.
3. The Medical Director will direct an effective system audit and quality assurance program.
 - a. Working with DPFDE administration, the Medical Director will establish a written protocol for an effective quality assurance program.
 - b. The protocol will establish criteria for compliance with field performance guidelines.
 - c. The protocol will provide specific procedures for monitoring criteria for compliance with field performance guidelines.
 - d. Working with DPFDE administration, he will determine standards and objectives for medically related aspects of operations of the fire department.
 - i. These will include mixed indicators of performance, such as compliance with section 5.3 of NFPA 1710, the NHTSA Emergency Medical Services Performance Measures, and specific evaluation of tracer conditions such that have high and potential for improved outcomes.
 - ii. The Medical Director will ensure that these outcome measures are regularly evaluated and reported to the City of Deer Park. The Medical Director will ensure that trends are evaluated and tracked and will implement corrective action as necessary to improve outcomes.
 - e. The protocol will include 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. It will also establish specific types of incidents that would result in remedial or corrective measures for DPFDE personnel, in conjunction with local administration, which may include, but are not limited to, counseling, retraining, testing, probation, field preceptorship, and/or suspension from approval to render care for due cause pending review and evaluation.
4. The Medical Director will establish and monitor training guidelines that meet or exceed the minimum standards set forth in the Texas Department of State Health Services EMS certification regulations.

- a. He will assist in developing the monthly EMS drills (to be presented by EMS personnel), and will periodically (at least semi-annually) deliver training sessions, whether these are part of the monthly drill schedule or other continuing education (CE) needs
 - b. He will identify individual cases that should be reviewed with personnel
- 5. The Medical Director will develop, implement, and regularly revise and review EMS Protocols and Standing Delegation Orders governing prehospital care and medical aspects of patient triage, transfer, dispatch, extrication, rescue and radio-telephone-telemetry communication by DPFD. Other components of these protocols shall:
 - a. Establish the circumstances under which a patient might not be transported;
 - b. 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; and
 - c. Establish criteria for selection of a patient's destination.
- 6. The Medical Director will serve as the primary liaison between the DPFD administration and the local medical community. In order to ascertain and be responsive to the needs of each, he will meet for this purpose at least semi-annually with medical directors from local emergency departments.