

## **MEDICAL DIRECTOR SERVICES AGREEMENT**

This Medical Director Services Agreement (the "Agreement") is entered into by and between David Gearhart, M.D., the provider of the medical director services as more particularly described herein (the "Provider") and the City of Broken Arrow, Oklahoma, a municipal corporation ("City"). This Agreement shall be effective as of the date the last party to this Agreement executes it (the "Effective Date").

### **RECITALS:**

**WHEREAS**, the City as a provider of ambulance services is required by Title 63 Oklahoma Statutes §1-2501 et seq. to retain the services of a medical director to establish protocols for rendition of patient care and to monitor and supervise the rendition of such care; and

**WHEREAS**, the same Oklahoma Statutes mandates that the medical director shall be a physician, fully licensed without restriction; and

**WHEREAS**, City and Provider desire to enter into this Agreement, whereby City will provide ambulance services to its citizens through its Agreement with Provider, a physician, fully licensed without restriction, as medical director of ambulance services; and

**WHEREAS**, City 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:

City's duties:

1. Provide compensation as follows: \$25,500.00 annually, to be paid semi-annually.
2. Provide appropriate Professional Liability Insurance coverage specific to EMS Medical Directors in the amount of \$1,000,000/\$3,000,000. Annual premiums of approximately \$4,400.00 to be paid by the City.
3. In the event that this agreement is not renewed, or is otherwise terminated by either party with or without cause, the City agrees to provide insurance coverage, as specified above, for one year following separation.
4. Provide a forum for meetings/classes.

Provider's duties:

1. Maintain physician licensure and be affiliated with OSU Medical Center.

2. Provider will be responsible for medical control of Emergency Medical Services (EMS).
3. Evaluate and seek to improve the quality of prehospital care.
4. On a monthly basis, review and critique, through accepted quality assurance practice by qualified personnel, 15% of all patient encounters to include all cardiac arrests, high acuity patients requiring invasive airway management, patients transferred to an air service, with the remaining to be randomly chosen as to reflect a diverse cross-section of providers. Written documentation shall be submitted monthly to the fire chief.
5. If the Provider requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Provider must obtain the prior express written approval of the City, which the City may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the Provider . If after obtaining the City's approval the Provider utilizes any professional associates or subcontractors in the delivery of the Services then the Provider shall remain solely and fully liable to the City for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Provider shall not relieve the Provider of its obligations to the City under this Contract.
6. The Provider, along with any sub-contractors or employees shall receive and comply with the City of Broken Arrow's HIPAA policies and procedures. All subcontractors shall execute a business associate agreement with the Provider and all persons who shall have access to or use the protected health information of patient's treated by the City.
7. Assure that a mechanism exists to evaluate skills competency of prehospital personnel to City.
8. Report deficiencies or opportunities to improve prehospital patient care to City.
9. Orient Emergency Department medical staff, especially physicians, to City EMS policies and procedures and radio communications.
10. Assure that a mechanism exists for prompt Medical Director review of cases involving radio delay/failure or potential patient care deficiencies.
11. Recommend to the City EMS Director the suspension or decertification of personnel found to impose an immediate threat to patient well being.
12. Counsel, educate and remediate prehospital personnel who are found to need improvement.
13. Recommend further remediation as indicated to the City EMS Director.
14. Represent OSU Medical Center at fire department meetings.

15. Review draft City policies, procedure and protocols and Oklahoma State laws and regulations and provide feedback in a timely manner.
16. Participate in monthly Field Care Audits.
17. Advise City EMS Director on scope of practice and medical control issues.
18. Be an active participant in the Quality Assurance/Quality Initiative (QA/QI) process. Provider will review and present to City EMS personnel various case scenarios on a monthly basis as a teaching tool.
19. Participate and/or instruct educational classes attended by EMS personnel as schedule allows.
20. Perform eight (8) hours as a participant of a City ambulance crew or an EMS-designate on a quarterly basis.
21. Perform spontaneous, unannounced inspections on various City ambulance crews to ensure proper equipment is available for use and cleanliness meets Oklahoma State Department of Health guidelines. These inspections shall be performed as schedule permits.
22. Be available by telephone on a 24-hour per day, seven day per week basis. It is understood that the nature of a Physician's occupation may lend to periodic times of unavailability, the provider is to make reasonable effort to remain available for emergency contacts when possible.
23. Provider may immediately suspend EMT privileges of City personnel upon his own initiative by contacting the City EMS Director.
24. Participate in the incident review process of the EMT privileges as requested by City.

#### **TERM OF THE AGREEMENT**

This Agreement shall is 12 months commencing April 1, 2016, and expiring March 31, 2017, provided either party may terminate this agreement with or without cause upon (30) days' advance written notice to the other (the "Initial Term"). Upon completion of the Initial Term, this Agreement shall become renewable annually upon mutual agreement of the parties.

#### **AMENDMENT**

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

#### **GOVERNING LAW AND VENUE**

This Agreement is governed by and shall be construed in accordance with the law of the State of Oklahoma, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any party or circumstances is held invalid or unenforceable to any extent, the circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. The venue for any disputes or causes of action that may arise out of this Agreement is the Tulsa County District Court, State of Oklahoma.

**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. This Agreement shall not be assigned except upon written agreement of the parties.

**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.

\_\_\_\_\_  
David Gearhart, D.O.

CITY OF BROKEN ARROW, OKLAHOMA

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney