



Exhibit G

AGENDA ITEM STAFF ANALYSIS

Project/Issue Name: Resolution # 17-R-29 A Resolution of the City Council of the City of Republic, Missouri, Entering into an Agreement with Lester E. Cox Medical Centers for Medical Director Services for the Republic Fire Department. **TABLED ITEM**

Submitted by: Duane Compton, Fire Chief
Chris Tindle, Fire Fighter

Date: April 18, 2017

Issue Statement

An agreement with Lester E. Cox Medical Centers for the purpose of Medical Director services for the Republic Fire Department.

Discussion and/or Analysis

Staff of the Republic Fire Department was approached by Doctor Brandt with Lester E. Cox Medical Centers regarding a Medical Director Agreement. The intent of this agreement is for the health care center to standardize Medical Protocols for all communities which are served by Cox Ambulance. The current Fire Department Medical Protocols are five years old and were signed by Doctor Mark Brady with Mercy Health Care. The agreement with Cox Medical Centers will update the Fire Department's Medical Protocols. It will also allow for standardization of care throughout our response area and with surrounding departments. It provides the sponsorship and backing of a Medical Director who will be available for contact as needed. Cox Emergency Medical Services (EMS) will provide the Medical Protocols which they currently have in place for pre-hospital emergency care. These Medical Protocols will be updated as needed. In the event we have a department specific protocol in which we would like added to the Medical Protocols, the Medical Director will review and approve for addition to our Medical Protocols. In addition, Cox EMS will provide the Republic Fire Department continuing education, as well as in service training at no cost.

This is a one year agreement with the option of an automatic one year extension unless terminated at the end of the year. The city will not incur any cost by entering into this agreement and the agreement may be canceled with proper notice to both parties.

Recommended Action

Fire Chief Duane Compton recommends passage and approval of Resolution #17-R-29 and authorization to sign the Medical Director agreement.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
ENTERING INTO AN AGREEMENT WITH LESTER E. COX MEDICAL CENTERS FOR
MEDICAL DIRECTOR SERVICES FOR THE REPUBLIC FIRE DEPARTMENT**

WHEREAS, the City of Republic, Missouri, (herein called the "City") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, the City desires to enter into an agreement with Lester E. Cox Medical Centers for a Medical Director; and

WHEREAS, this agreement will allow the fire department's Medical Protocols to be updated as needed; and

WHEREAS, this is a one year agreement with an automatic one year extension unless terminated by the parties and the city will not incur any cost by entering into this agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1. That Fire Chief Duane Compton, on behalf of the City of Republic, is authorized to enter into the agreement with Lester E. Cox Medical Centers.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 4th day of April 2017.

Daniel Harter, Mayor

Attest:

Brenda L. Jackson, City Clerk

Approved as to Form: , City Attorney

Final Passage and Vote: _____

MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT (“Agreement”) is entered into as of this 30th day of January, 2017 (“Effective Date”) by and between LESTER E. COX MEDICAL CENTERS, a Missouri not-for-profit corporation (“Hospital”), and City of Republic, Fire Department, a Missouri Political Subdivision (“Facility”).

WHEREAS, Hospital owns and operates a multi-hospital regional health system in and around Springfield, Missouri;

WHEREAS, Facility is in need of a physician who is willing and qualified to provide administrative director services; and

WHEREAS, in recognizing this need and in order to promote the health of the community, Hospital wishes to provide medical director services and such other physicians as Hospital shall designate with the consent of Facility (“Physicians”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, the parties hereby agree as follows:

1. Hospital’s Responsibilities. Hospital shall cause Physicians to provide Medical Director Services (as defined below) to Facility on a scheduled basis during Facility’s normal business hours. Hospital shall also cause Medical Director to document his/her time in providing Medical Director Services to the Facility pursuant to this Agreement. Documentation shall consist of written monthly records specifying dates of performance of Medical Director Services, the amount of time the Medical Director spent providing the Medical Director Services and a description of qualified activities associated with the Medical Director Services performed by the Medical Director. Medical Director shall submit such records to Hospital on the last working day of each month or as soon thereafter as practical. Monthly, Medical Director shall attach to his/her time record a copy of the notes, minutes, seminar materials, handouts or related documentation taken or received during the time period for which payment is claimed to verify that the Medical Director Services have been performed.

2. Facility Responsibilities. Facility’s responsibilities under this Agreement shall include:

(a) Providing support with regards to the role and functions of the medical director position (“Medical Director”) by providing personnel, services, space and equipment as are reasonably necessary for the proper performance of the Medical Director Services.

(b) Providing for the involvement of the Medical Director in development, review, and implementation of policies and procedures regarding clinical care.

(c) Providing for the involvement and input of the Medical Director in evaluating and coordinating the provisions of medical care to patients.

(d) Communicating with the Medical Director regarding the quality of care provided to patients.

(e) Disseminating information from the quality assurance committee to the Medical Director and the attending physicians.

(f) Providing for the involvement of the Medical Director to review EMS licensee credentials.

3. Medical Director Duties. Hospital shall cause Physician(s) to perform the following duties (the "Medical Director Services") in fulfillment of Hospital's obligations under this Agreement:

(a) Develop, review, and implement policies and procedures regarding clinical care to ensure clinical validity, and consistency with the current standard of care;

(b) Give input into Facility's scope of services provided to patients and capacity to care for patients with complex special needs, determine appropriateness of care, process for accurate assessment, and review and update policies and procedures to reflect current standard practice;

(c) Participate in quality assurance processes at such times to be determined by the Facility;

(d) Review EMS Staff credentials;

(e) Prepare in a timely fashion and maintain all appropriate records of Medical Director Services provided to Facility; and

(f) Other duties as may, from time to time, be requested by Facility and agreed to by Hospital and Physician(s).

4. Physician(s) Qualifications. Hospital covenants at all times hereunder that Physician(s):

(a) Shall comply with all applicable laws, rules, and regulations of the United States, the State of Missouri, and any other applicable governmental agency in the performance of Medical Director Services hereunder and the billing for such services;

(b) Is duly licensed in good standing by the Missouri State Board of Healing Arts to practice medicine in the State of Missouri;

(c) Holds a medical degree from a college or university accredited by the American Medical Association or American Osteopathic Association.

(d) Holds a current narcotics number issued by the appropriate governmental agencies; and

(e) Maintains the required continuing education hours to assure on-going competence.

5. Term. This Agreement shall be effective on the Effective Date and continue until for a term of one (1) year ("Term"). Unless terminated as set forth herein, this Agreement shall automatically renew for additional one (1) year terms.

6. Termination.

(a) Facility's Right to Terminate. Facility reserves the right to terminate this Agreement immediately:

(i) upon Hospital's inability to provide at least one Physician acceptable to Facility to perform the duties set forth herein within fourteen (14) days of Facility's request; or

(ii) if Hospital fails to obtain or maintain insurance under Section 7.

(b) Hospital's Right to Terminate. Hospital reserves the right to terminate this Agreement:

(i) if Facility fails to obtain or maintain insurance under Section 7; or

(ii) if Facility's Medicare or Medicaid provider number is revoked, suspended or terminated.

(c) Termination for Cause By Either Party. This Agreement may be terminated by either party at any time in the event of a breach of, or noncompliance with, any covenant, term or condition of this Agreement by the other party after the non-breaching party has provided written notice of such breach or noncompliance and the same remains uncured for ten (10) business days subsequent to the giving of such notice, provided, however, that if the breaching party has made substantial progress towards curing such breach and reasonably expects to complete such cure within thirty (30) days after the non-breaching party has provided written notice of such breach or noncompliance, then this Agreement may be terminated by the non-breaching party only if such breach or noncompliance remains uncured at the end of such thirty (30) day period, and provided, further, that if the same or a substantially similar breach occurs thereafter by the breaching party, then the non-breaching party may immediately terminate this Agreement without the application of any cure period.

(d) Termination Without Cause. Either party may terminate this Agreement with thirty (30) days' written notice to the other party, with or without cause.

(e) Termination By Mutual Consent. The parties may terminate this Agreement at any time by the parties' mutual consent in writing.

(f) If this Agreement is terminated by any party for any reason prior to the one (1) year anniversary hereof, the parties agree not to enter into a new agreement until after the date of such one (1) year anniversary. This provision shall not prohibit the parties from amending the duties and compensation provisions of this Agreement to reflect significant changes in the Medical Director Services provided hereunder by Hospital. Such amendments shall reflect the fair market value of the added or lost services and shall not take into account the volume or value of any referrals or other business generated between the parties.

(g) Upon termination of this Agreement for any reason, Facility shall remain obligated to pay Hospital for all documented but unpaid Medical Director Services performed through the date of termination.

7. Insurance.

(a) By Hospital. Hospital agrees to maintain at all times appropriate directors' and officers' liability insurance for occurrences during the Term hereof, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Hospital shall provide Facility with not less than thirty (30) days' notice prior to the effective date of any cancellation or reduction of coverage. Upon request, Hospital shall provide Facility with a certificate of insurance evidencing the foregoing coverage.

(b) By Facility. Facility agrees to maintain at all times appropriate liability insurance for occurrences during the Term hereof, with limits of not less than \$100,000 per occurrence and \$1,000,000 in the aggregate. Facility shall provide Hospital with not less than thirty (30) days' notice prior to the effective date of any cancellation or reduction of coverage. Upon request, Facility shall provide Hospital with a certificate of insurance evidencing the foregoing coverage.

8. Patient Referral. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient or the generation of any business among Facility, Physicians and the Hospital. This Agreement is not intended to influence Physician's judgment in choosing the medical facility appropriate for the proper care and treatment of the patients or restrict Physician in any way from establishing medical staff membership or clinical privileges at any other healthcare facility.

9. Certification of Non-Violation of Stark and Anti-Kickback. The parties certify that they shall not violate the Stark laws or Anti-Kickback statute with respect to the performance of this Agreement.

10. Protected Health Information

(a) In performing services hereunder, Hospital warrants and agrees that it will make every reasonable effort to ensure that the Physician's(s') provision of Medical Director Services shall fully comply with all applicable federal, state and local laws, rules and regulations. Specifically, but not by way of limitation, Hospital warrants and agrees that it will make every reasonable effort to ensure Physician's(s') provision of Medical Director Services shall comply with requirements imposed by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with Hospital's HIPAA compliance policies.

(b) Hospital and its designated Physician(s) shall be permitted to use or disclose protected health information ("PHI"), as that term is defined in HIPAA, for the purposes of providing Medical Director Services and complying with applicable laws.

(c) Hospital agrees that it will use its best efforts to ensure that its Physician(s) in the performance of duties under this Agreement shall not further use or disclose PHI, or permit PHI to be further used or disclosed, for purposes other than those permitted or required by this Agreement or as required by law. Hospital shall timely report to Facility upon the discovery by Hospital or its Physician(s) of any use or disclosure of PHI not provided for by this Agreement.

11. Confidential Information.

(a) The parties agree that they shall not communicate, divulge or use for the benefit of any person, partnership, firm or corporation, any of the medical charts or reports or PHI relating to any patient or any confidential or proprietary information of either party of any type or description. The parties agree to protect the privacy of patient medical and health information. Hospital acknowledges that medical records and information gathered and used for the treatment of Facility patients are the sole property of Facility.

(b) The parties agree that this Section is a material consideration to this Agreement and shall survive termination hereof. The parties further agree that in the event any action is commenced with respect to violation of this Section and if a violation is found to exist by any court of competent jurisdiction or arbitrator, the party causing the breach agrees to pay the non-breaching party's attorneys' fees incurred with respect to such claim.

12. Severability. In the event any term or provision hereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder hereof shall survive and the invalid or unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced herein. The parties agree to reasonably cooperate to reach an agreement to replace any clause or provision hereof that has been ruled invalid or as to which there has been raised a reasonable question as to the validity thereof.

13. Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered in person or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to:

Facility: City of Republic, Fire Department
701 US Highway 60 East
Republic MO 65738
Attention: Fire Chief, Duane Compton

Hospital: Lester E. Cox Medical Centers
3800 S. National Avenue, Suite 540
Springfield, Missouri 65807
Attention: Vice President of Clinical Services

With a copy to: Lester E. Cox Medical Centers
3850 S. National, Suite 760
Springfield, Missouri 65807
Attention: General Counsel

14. Waiver of Breach. No delay or omission by any party to exercise any right or power accruing upon any breach of any covenant or agreement contained herein shall be construed to be a waiver of any such right or power or any acquiescence therein. The waiver by any party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any other party.

15. Assignment. Neither party shall assign its duties or obligations under this Agreement without the express written consent of the other party, whose consent shall not be unreasonably withheld.

16. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes all prior or existing agreements, written or oral, among the parties. This Agreement may be changed only by an agreement in writing, signed by all the parties hereto.

17. Independent Contractor. The parties acknowledge that Hospital is an independent contractor providing services to the Facility through Physician and nothing herein shall be deemed to constitute or be construed as making Hospital or Physician an agent or employee of Facility.

18. Multiple Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and/or other electronic transmission (e.g., by e-mail).

19. Federal Government Access.

(a) Pursuant to the Social Security Act, as amended, and any regulations thereto, Facility and the Hospital agree that until the expiration of six (6) years after

the furnishing of the services pursuant to this Agreement, each party shall make available, upon request by the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives (including Medicare or Medicaid intermediaries or carriers), this Agreement and the books, documents, and/or records of the parties that are necessary to certify the nature and extent of the costs claimed to Medicare or Medicaid with respect to such services; and

(b) if Hospital carries out any of the duties of this Agreement through a subcontract (which is authorized or approved by Hospital), with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of six (6) years after the calendar year in which such services were furnished pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary of the Federal Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontracts.

20. Modification to Comply with Laws. In the event of the subsequent passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter, or the decision or interpretation of any court of competent jurisdiction, governmental agency or board which would render any provision hereof violative of any federal or state law or regulation or otherwise thwart the purpose of this Agreement, the parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this Agreement into compliance with such law, regulation, ruling or decision or interpretation. In the event the parties are unable to agree upon such modification within sixty (60) days of the commencement of negotiations (or such earlier date as may be necessary to avoid any penalty, fine or adverse action to either party), either party shall have the right to terminate this Agreement effective upon the earlier of the giving of thirty (30) days prior written notice or the date immediately prior to which either Hospital or Facility would be subjected to a fine, penalty or other material adverse action.

21. Amendments. With the exception of Exhibit A, which may be modified in writing at any time during the term of this Agreement without the necessity of formally amending this Agreement, this Agreement may not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto.

22. Governing Law. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Missouri.

23. Headings. The sections, subjects and headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning of this Agreement.

24. Recitals Incorporated. The recitals to this Agreement are incorporated herein as part of this Agreement.

25. Physician Acknowledgment. The Physician(s) designated to perform the Medical Director Services under this Agreement shall execute the Physician Acknowledgement attached hereto and incorporated herein as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESTER E. COX MEDICAL CENTERS

City of Republic, Fire Department

By: _____

Name: Amanda Hedgpeth

Title: Vice President of Clinical Services

By: _____

Name: Duane Compton

Title: Fire Chief

Exhibit A

PHYSICIAN ACKNOWLEDGMENT

Physician(s) designated by Hospital and agreed to by Facility to perform services under the Medical Director Agreement:

Print Name: Matthew D. Brandt

NOTE: By signing this Exhibit A to the Agreement, Physician(s) acknowledge that he/she has read and understands the terms of the Agreement. Physician(s) understands that he/she is not a party to this Agreement and, therefore, has no rights to enforce or otherwise bring any action regarding the Agreement.

**This signature page shall be updated as appropriate as Physicians are designated or removed by Hospital (with the approval of Facility) to perform services under this Agreement.

Updated on: _____

Cox Health EMS



**Medication Protocols,
Patient Care Protocols,
Standard Operating Procedures & Policies**

2017 version 1.0

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