

Ord. No. 1011

INTERLOCAL COOPERATION AGREEMENT

for

The Provision of Emergency Medical Services

Between

The City of Brady and the

Heart of Texas Memorial Hospital District

STATE OF TEXAS

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COUNTY OF MCCULLOCH

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This Interlocal Cooperation Agreement for Emergency Services (the "Agreement"), as provided in Sec. 791.001, et seq., Texas Government Code, is made and entered into by and between the City of Brady (the CITY) and the Heart of Texas Memorial Hospital District (the HOSPITAL).

WHEREAS, the CITY is a home rule municipality incorporated pursuant to the Statutes of the State of Texas; and

WHEREAS, the HOSPITAL is a hospital district created by voter approval under Chapter 51, Acts of the 71st Legislature, Regular Session, 1989 ("Enabling Legislation"), and per Section 5.13 of the Enabling Legislation, the District's Board may contract with a municipality or county to furnish mobile emergency medical services; and

WHEREAS, the CITY desires to provide its residents with efficient, effective public health services to provide for the welfare of its citizens; and

WHEREAS, the HOSPITAL desires to provide technical assistance and consulting services for the CITY's Emergency Medical Services Department; and

WHEREAS, the CITY, McCulloch County (the COUNTY), and the HOSPITAL have contracted via an Interlocal Agreement to study the most efficient and effective means for providing emergency medical services in McCulloch County; and

WHEREAS, HOSPITAL desires to assist the CITY with its efforts to provide residents with efficient and effective public health services until the results of the study of emergency medical services is complete; and

WHEREAS, the COUNTY desires to contract with the CITY via a separate Interlocal Agreement between the City and the COUNTY whereby the COUNTY will be reimbursing the CITY for all of the services that the CITY provides for the COUNTY;

NOW, THEREFORE, the CITY and HOSPITAL hereby agree as follows:

1. DEFINITIONS

- A. **Advanced Life Support (ALS):** provision of patient care, within the prescribed protocols and authorization of the EMS physician medical director, at the paramedic level.
- B. **ALS Ambulance:** An ambulance certified by the Texas Department of Health as the "MICU" or "BLS with MICU capability" levels and staffed, equipped and authorized to provide care at the paramedic level.
- C. **Arrival on scene:** The responding unit physically arrives at the location to which the unit was dispatched.
- D. **EMS:** Emergency medical services, including prehospital transportation of persons in need of emergency medical care by trained and specially equipped personnel for that purpose.
- E. **Full-time:** An ambulance, which is scheduled for service 24 hours per day, 365 days per year.
- F. **Unified Incident Command System:** As defined and documented by the National Fire Protection Agency.

2.

OBLIGATIONS OF THE CITY

A. Overview

The CITY shall provide EMS to CITY residents and to COUNTY residents who live outside the CITY on a full-time basis under this Agreement. The CITY shall do so by providing ambulance service in the CITY and the areas of the COUNTY not in the CITY.

B. Employees/Scope of Service.

Furnish employees on a Full-time Basis to provide ambulances functioning at the Advanced Life Support level or higher to respond to EMS calls within the service area. Additionally, the CITY may, at its discretion upon request by the HOSPITAL, furnish stand-by special events coverage, inter-facility transfers, long distance transport services, reasonable mutual aid services, special agreement services, communication, and dispatch services.

C. Operations.

The CITY shall furnish and manage the emergency medical service field operations utilizing the Unified Incident Command System or management model in concert with responding First Responders, law enforcement and fire services. Billing and collection services will be included. The City shall also employ field, filing and officer personnel; equipment maintenance, in-service training, quality improvement monitoring, purchasing and inventory control, support services, and other ancillary services associated with the provision of a successful advanced level EMS Service. The CITY will provide adequate supervision for the ambulances operating in the CITY to ensure that EMS services are provided in a professional and high-quality manner.

D. Services.

The City shall provide the following service:

- (1) Respond to EMS calls in a timely manner, as measured in the nearest whole minutes.
The CITY shall note the minute when a CITY dispatcher receives a call in the CITY's EMS center. The CITY's response time shall be measured from the time that the CITY receives a call until the time when a CITY ambulance arrives at a scene to provide treatment. The CITY shall make all reasonable efforts to adhere to respond to respond to EMS calls within set times to be set by the EMS Director in compliance with State Law and accepted practices for EMS departments in the State.
- (2) If the CITY is unable to fulfill a request for an emergency call within a reasonable amount of time, as determined by the EMS Director and the City at its sole discretion, the City shall refer the call to another EMS service provider, if such service is necessary and would provide the best means for responding to the call.
- (3) Provide emergency transfers either from the HOSPITAL or from the scene of an injury when medically necessary in accordance with protocols for emergency transfers that do not include helicopter or air transport.
- (4) Provide non-emergency transfers from the HOSPITAL to other hospitals when the HOSPITAL needs such non-emergency transfer services and medical necessity places such non-emergency transfers in highest priority.

E. The parties agree that the CITY shall collect all income due for EMS Services from patients and/or their families and third party insurers in the CITY and the COUNTY.

F. Equipment.

In providing the required services, the CITY will furnish and utilize the equipment and personnel routinely assigned to service the CITY. The equipment shall be ALS Ambulances and the appropriate administrative/supervisory vehicles. The CITY shall provide on-board durable and reusable medical equipment, radio and communications hardware, billing computer system hardware and software, all required communications equipment, and other equipment and software as necessary.

- G. All existing CITY ordinances and any future ordinances, which are enacted by the CITY and which require enforcement, are hereby incorporated by reference.
- H. The CITY personnel who provide services pursuant to this Agreement are employees of the CITY and the CITY shall maintain supervisory control and command over such employees.

2. OBLIGATIONS OF THE HOSPITAL DISTRICT

- A.** The HOSPITAL DISTRICT shall provide technical assistance regarding the efficient provision of EMS Services and management consulting services to the CITY's Emergency Management Services Director (the "Director").
- B.** The HOSPITAL DISTRICT shall:
 - (1) Pay the CITY a sum of \$70,000 to compensate the City for the work of the Director, the cost of providing ambulance and EMS Service, the cost of personnel for the EMS Service and the cost of benefits for the Director up to \$70,000 to be paid out on a monthly basis; and
 - (2) Provide technical and managerial assistance to the City regarding the most efficient means for providing health services, billing and management of emergency services; and
- C.** The HOSPITAL DISTRICT personnel who provide services pursuant to this Agreement are employees of the HOSPITAL DISTRICT and the HOSPITAL DISTRICT shall maintain supervisory control and command over such employees.

4. OVERSIGHT COMMITTEE

- A.** The CITY and HOSPITAL agree that pursuant to this Agreement they shall create an Oversight Committee to consist of the McCulloch County Judge, the Mayor of the City of Brady, the City Manager of the City of Brady and the Hospital Administrator (the "Committee").
- B.** The Oversight Committee shall meet on a monthly basis to review the performance of the CITY's emergency service on behalf of the CITY and HOSPITAL. The Oversight Committee shall meet in open session or executive session under the Open Meetings Act, and shall be supported by the City Secretary.
- C.** The Oversight Committee shall serve as an ad-hoc advisory body to the governing bodies of the CITY and HOSPITAL. The CITY and the HOSPITAL agree that the Oversight Committee is not a decision-making body. The Oversight Committee may, however, make recommendations to the Director of the Department and to the CITY Council, the COUNTY Commissioners, and the HOSPITAL Board of Directors regarding how EMS can be provided efficiently and effectively. The parties agree that each governing body must make its own decisions with respect to recommendations made by the Oversight Committee.

5. RECORDS

- A.** The CITY shall maintain and keep records of all actions by CITY employees to provide EMS. The CITY agrees that the CITY shall allow the COUNTY and the HOSPITAL access to the CITY's records for a period of four years after an EMS call or action under this Agreement is taken. The parties further agree that the CITY shall comply with Federal Law and allow the U.S. Department of Health and Human Services or its representatives access to

the books and records of EMS services for purposes of verification of the services and the cost of such services.

- B.** The CITY and HOSPITAL shall provide any necessary forms and documents for enforcement activities for collection of funds under this Agreement.

5. CONTRACT ADMINISTRATION

- A.** The Brady City Mayor **James Stewart** (or the Mayor's designated representative) shall be responsible for administering this Agreement for the CITY.
- B.** The Hospital District Administrator **Tim Jones** (or his or her designated representative) shall be responsible for administering this Agreement for the HOSPITAL DISTRICT.
- C.** The County Judge **Randy Young** (or his or her designated representative) shall be considered eligible to represent the COUNTY by the CITY and the HOSPITAL and have authority to serve on the Oversight Committee on behalf of the COUNTY.
- D.** The Brady City Manager **Merle Taylor B** (or his or her designated representative) shall be an additional member of the Oversight Committee responsible for assisting with administering this Agreement on behalf of the CITY.
- E.** All questions arising under this Agreement shall be handled and resolved between the Brady City Council, the McCulloch County Board of Commissioners, and the Hospital District Board. The parties agree that the CITY will finally resolve any unresolved disputes.

6. INDEPENDENT CONTRACTOR

At all times during the performance of this Agreement and in connection with any services rendered under this Agreement, the CITY shall be considered an independent contractor. No relationship of employer/employee is created by this Agreement or by the City's service. The HOSPITAL acknowledges that CITY is not obligated to provide Workers' Compensation Insurance or any other of the City's employee related insurance or benefits for HOSPITAL personnel.

7. TERMINATION

- A.** The CITY and HOSPITAL agree that this Agreement shall be for one year from the date of execution, but shall automatically renew for subsequent one year terms, unless one of the following events occurs:
- (1) The parties mutually agree in writing upon a termination date; or
 - (2) Either the CITY or the HOSPITAL may express in writing 30 days before the date when this Agreement is up for automatic renewal, that they wish to terminate the agreement, by sending written notice to the other two parties of such a desire to terminate this Agreement; or

(3) The CITY or the HOSPITAL express on the last day of any term of this Agreement that such party wishes to terminate the Agreement in 60 days.

B. The CITY and HOSPITAL agree that if none of the above termination conditions are met by the termination date for any individual year, this Agreement shall automatically renew, with the HOSPITAL paying 8% more on an annual basis than the HOSPITAL paid in the preceding year. The annual increases of 8% shall be based upon the amounts that the HOSPITAL owes under each successive year, unless the termination conditions established in this paragraph and the preceding paragraph of this Agreement are met.

8. MISCELLANEOUS

- A. Each party shall approve participation in this Agreement by the appropriate governmental body or authorized public officer.
- B. This Agreement shall commence on the date of execution and shall run for one (1) year. This Agreement shall automatically renew unless the CITY or the HOSPITAL DISTRICT chooses to terminate by providing thirty (30) days written notice of termination to the other party.
- C. The annual renewal and, if necessary, renegotiation of this Agreement shall be contingent upon the availability of current revenue funds. If sufficient funds are not allocated by the HOSPITAL for EMS Service as provided for in this Agreement, the CITY may terminate this Agreement on 30 days notice to the HOSPITAL.
- D. Any party may terminate this Agreement *with or without cause* by giving written notice to the other party at least thirty (30) days prior to the date of termination. Upon termination of this Agreement, no party shall have any obligations to the other party, except to pay for services already rendered.
- E. This Agreement may be terminated or renegotiated in the event of changed state regulations that affect the parties' performance under this Agreement.
- F. All notices under this Agreement shall be in writing and may be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:
- CITY:** Honorable James Stewart
Mayor of the City of Brady
- HOSPITAL DISTRICT:** Tim Jones
Hospital Administrator
- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

- H. The waiver by any party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or different provision.
- I. Each party shall be excused from any breach of this Agreement that is proximately caused by action by the Legislature of the State of Texas, war, strike, acts of God, or other similar circumstances or vents normally deemed outside the control of the non-performing party.
- J. The CITY and the HOSPITAL shall not discriminate based on creed, age, race, religion, disability, or gender and shall abide by all local state, and federal laws prohibiting discrimination.
- K. This is the entire agreement between the CITY and HOSPITAL DISTRICT. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OR THE HOSPITAL DISTRICT HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS WRITTEN AUTHORITY AS MAY BE GRANTED BY THE CITY OR THE HOSPITAL DISTRICT.
- L. This Agreement is to be performed in McCulloch County, Texas. The District Court of McCulloch County shall have exclusive venue and jurisdiction over the parties in the vent any dispute or legal action arising from this Agreement.

EFFECTIVE ON THE LATER DATE SET FORTH BELOW.

FOR THE CITY OF BRADY:

by: James Stewart
Mayor James Stewart

Date: 10-3-07

FOR THE HEART OF TEXAS HOSPITAL DISTRICT:

by: W. Clay Jones
W. Clay Jones
President

Date: 10/9/07