

PROFESSIONAL SERVICES AGREEMENT

The parties to the AGREEMENT are the **CITY OF NORTH RICHLAND HILLS, TEXAS** (hereinafter called CITY) and **QUESTCARE MEDICAL SERVICES, PLLC** on behalf of their employee, **Curtis Johnson, M.D.** (hereinafter called DOCTOR). The City and Questcare Medical Services may be individually referred to herein as a “party” and collectively as the “parties.”

WHEREAS, City and Doctor desire to enter into this Agreement, whereby Questcare will provide the City with a qualified physician licensed in the State of Texas to serve as Emergency Medical Director for City;

WHEREAS, CITY and DOCTOR 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:

1. Term. The Term of this Agreement shall be for a period of three (3) years beginning October 1, 2022 and ending September 30, 2025 (“Term”). The parties, by mutual consent, may extend the AGREEMENT for an additional two (2) years. Either party may terminate this AGREEMENT by giving 30 days’ notice in writing to the other party.

2. Compensation. Compensation will be as follows:

- FY 2023 \$38,000.00 payable in four (4) equal installments on the first of each month
 - November 2022
 - January 2023
 - April 2023
 - August 2023
- FY 2024 \$38,000.00 payable in four (4) equal installments on the first of each month
 - November 2023
 - January 2024
 - April 2024
 - August 2024
- FY 2025 \$38,000.00 payable in four (4) equal installments on the first of each month
 - November 2024
 - January 2025
 - April 2025
 - August 2025

The compensation for extended years shall be an amount agreed upon by both parties and payable in four (4) equal payments on the first day of November, January, April,

and August of each subsequent year agreed upon. If the parties mutually agree to extend the term of the Agreement, Questcare shall invoice the City and the City shall pay the invoice within sixty (60) days of receipt.

3. Non-Appropriation of Funds. Notwithstanding the foregoing, in the event no funds or insufficient funds are appropriated by CITY in any fiscal period for any payments due hereunder, CITY will notify DOCTOR within ten (10) business days of such ordinance becoming effective, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to CITY of any kind whatsoever. The fiscal period for the CITY is defined as October 1st to September 30th of the following year.

4. Services. The DOCTOR shall perform the services, and meet all requirements and expectations as set forth in “**Addendum A,**” attached hereto to this Agreement and made a part hereof for all purposes. Further, DOCTOR shall have overall medical responsibility for the planning, implementation, operation and monitoring of the City’s pre-hospital emergency and medical services. He shall also be responsible for the direction and management of pre-hospital Emergency Medical Services (EMS), including continuing education activities for all involved personnel and participation with governmental institutions & public safety agencies.

5. Independent Contractor. DOCTOR’s services shall be performed under the guidance of the Fire Chief of the City and in accordance with CITY policies; however, the DOCTOR shall be an independent contractor and not an agent, officer, representative or employee of CITY. DOCTOR shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing the same and shall be solely responsible for its own acts and omissions, or intentional misconduct or malfeasance. DOCTOR, and any of its consultants who may perform services under this Agreement, shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

6. Insurance. A copy of DOCTOR’S evidence of insurance as required by Addendum A to this Agreement, certificates and licenses shall be provided to CITY prior to execution of this Agreement. DOCTOR agrees to keep this or identical coverage in full force and effect during the term of this AGREEMENT and to furnish written evidence of insurance on a current basis at all times.

7. Replacement (Interim) Service Provider. In the event that Dr. Curtis Johnson, M.D. is unable to carry out his responsibilities as Medical Director for the City of North Richland Hills, the Parties will agree on an appropriate replacement for Dr. Johnson who shall be a licensed medical care provider and maintain the same or higher levels of insurance. As of the effective date of this Agreement, the Parties agree that the City will accept Dr. Christopher Houston, MD., as the interim Medical Director if the need arises to replace Dr. Johnson. In the event Dr. Christopher Houston, MD. serves as interim Medical Director, the Parties agree that compensation will remain unchanged during the term of this Agreement, and that Dr. Houston shall maintain the existing EMS protocols for fire department operations for a minimum of 180 days.

8. Notices. All notices permitted or required under this Agreement shall be made by personal delivery or via U.S. certified mail, postage prepaid to the other party at the address set forth below:

North Richland Hills Fire Department

4301 City Point Dr
North Richland Hills, TX 76180
ATTN: Fire Chief
With copy to the City Attorney at the same address
(which such copy shall not constitute notice)

Questcare Medical Services, PLLC

20 Burton Hills Boulevard
Nashville, TN 37215
Attn: Legal Department

9. Indemnification. **To the extent allowed by (State) law and not inconsistent with the doctrine of sovereign immunity, DOCTOR accepts responsibility for and agrees to indemnify, hold harmless, and defend the CITY from and against any claim arising out of services which are Services as set forth in Addendum A. It is the intent of the Parties that this indemnification shall only apply to claims that are not subject to sovereign immunity for personal injury or property damage arising solely out of the Services performed by the Director and shall not apply where such claims may arise from actions outside of the scope of DOCTOR's duties as set forth in Addendum A or are otherwise allowed by State law.**

10. Assignment. Neither party hereto shall assign, or otherwise transfer any of its interest in this Agreement without the prior written consent of the party. Any attempted assignment or transfer of all or any part hereof shall be null and void and shall be immediate grounds for termination of this Agreement.

11. Governing Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

12. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; epidemics, pandemics, fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

13. Confidential Information. DOCTOR agrees to abide by all applicable rules governing access to patient information as promulgated by the Health Insurance Portability and Accountability (HIPAA), and further, DOCTOR understands and acknowledges that DOCTOR may be provided access to information held by CITY that may be confidential by law, rule, statute, ordinance or legal order. DOCTOR shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. DOCTOR agrees to use confidential information for purposes of providing the services contemplated herein. Disclosure of, or unauthorized use of, any confidential information by DOCTOR is a material breach of this Agreement. If DOCTOR violates this provision in addition to any other remedies at law or in equity that CITY may have, the CITY may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law.

14. Right to Review. During the term of this Agreement, and at any time within three (3) years following the expiration of this Contract, including any renewal terms, City shall have the right to review records related to DOCTOR'S performance, and monitor DOCTOR'S use of and access to all information related to services performed under this Agreement, by review, audit, or otherwise. DOCTOR shall provide CITY any records in DOCTOR'S possession that he/she may be holding on behalf of CITY immediately upon request of CITY.

[Signature Page Follows]

ACCEPTED AND AGREED

Questcare Medical Services, PLLC

Matt Bush, M.D.
Attorney-in-Fact

Date

City of North Richland Hills

Mark Hindman, City Manager

Date

Approved as to Form and Legality:

Maleshia B. McGinnis, City Attorney

Date

Attest:

Alicia Richardson, City Secretary/
Chief Governance Officer

Date

CITY OF NORTH RICHLAND HILLS
FIRE DEPARTMENT
SPECIFICATIONS FOR MEDICAL DIRECTOR
Addendum A

Agreement between
The City of North Richland Hills and Curtis Johnson, M.D.

I. Medical Director Description:

- A. The North Richland Hills Medical Director must be a Texas licensed physician, who has the overall medical responsibility for the planning, implementation, operation, and monitoring of the City of North Richland Hills pre-hospital Emergency Medical Services (EMS) operations. The Medical Director will be responsible for the direction and management of pre-hospital EMS, including continuing education activities for all involved personnel.
- B. Emergency Medical Technicians employed at NRH20 will work under the direction of the City of North Richland Hills Medical Director. The Medical Director is responsible for authorizing, and approving of all medical protocols utilized by NRH20 Emergency Medical Technicians. The Medical Director shall include assisted Epi-Auto-injector administration, AED, fixed flow oxygen administration, and Albuterol updrafts in the NRH20 protocol. The Medical Director will not be responsible for providing EMS guidance to the Life Guard staff at NRH20. The Life Guard staff will be trained to release patient care to a higher level of medical training (EMT, EMT-I, EMT-P or Licensed Paramedic), if a higher level of care is readily available.
- C. All Medical personnel covered under the Medical Director, shall maintain a current State of Texas EMT, Advanced-EMT, Paramedic or Licensed Paramedic certification.
- D. EMS charts generated by the NRH20 staff will be readily available at the request of the Medical Director or EMS Division Chief.

II. Requirements:

The North Richland Hills Medical Director shall:

- Be licensed in the State of Texas as a M.D. or D.O. Board certified or board eligible in emergency medicine is desirable.
- Reside within the North Texas area that encompasses all counties within the North Central Texas Council of Governments Region, preferably within the Dallas Fort Worth (DFW) area.

- Maintain good standing with the Texas Medical Board: credentialed by the American Board of Emergency Medicine (ABEM), with an EMS subspecialty preferred and in compliance with Texas Medical Board rules, 22 Texas Administrative Code, Chapter 197 and the Texas Occupational Code.
- Register as an EMS Medical Director with the Texas Department of State Health Services.
- Be capable of devoting 10 – 20 hours per month to effectively oversee NRHFD EMS system. This can be a combination of station visits, CE instruction, meetings and chart reviews.
- Provide a minimum of quarterly continuing education to department personnel.
- Be familiar with the design and operation of EMS systems.
- Be experienced in prehospital emergency care and emergency management of ill and injured patients and have a history of being actively involved in or have a familiarity with:
 - The training and/or continuing education of EMS personnel;
 - The medical audit process; review, and critique of the performance of EMS personnel;
 - The administrative and legislative environment affecting regional and/or state prehospital EMS organizations;
 - Dispatch and communications operations of pre-hospital emergency units;
 - Knowledgeable about laws and regulations affecting local, regional, and state EMS operations.
 - Maintain DEA license capable of dispensing schedule II narcotics and provide Power of Attorney authority to select individuals for narcotic purchasing and department supply.
- Maintain and provide proof of medical malpractice insurance coverage throughout term of contract.
- Report to the Fire Chief or his designee, i.e. EMS Division Chief
- Be responsive to City leadership and elected officials
- Maintain relationships with area hospitals, administrators, staff, state and local regulatory agencies.
- Maintain awareness and knowledge of NCTTRAC committees and group events
- Be available for online medical direction (e.g., field termination and/or treatment consultation)
- During instances of absence, vacation, etc., the Medical Director shall provide a name and contact information of a backup Medical Director.

III. Scope of Service:

A. Medical leadership:

Effective medical leadership requires extensive direct personal contact with North Richland Hills operations personnel, physicians, nurses and other staff. Effective medical leadership also requires regular participation in 50 percent or

greater of quality improvement meetings per year involving policy development, case review, dispute resolution, research and routine administrative duties.

- B. Regulatory duties primarily:
Any and all Emergency Medical Technicians, Paramedics, Emergency Medical Dispatchers and other Certified First Responders employed by the City of North Richland Hills.
- C. No delegation of duties:
Leadership responsibilities and oversight tasks requiring physician expertise may not be delegated.

IV: Development / Monitoring of Standards:

The Medical Director shall develop and review standards and protocols, in compliance with current Texas Department of State Health Services guidelines, governing every aspect of the pre-hospital operations affecting patient care, and shall develop, implement, and document a process for monitoring compliance with those standards. Such standards shall govern delivery of first responder services by any certified Emergency Medical Technician, Paramedic, Emergency Medical Dispatcher or any Certified First Responder employed by the City of North Richland Hills. Such standards shall include without limitations:

Medical protocols including, advanced airway management protocols for Rapid Sequence Intubation (RSI) or similar protocol (s) for adults and pediatrics. The protocol shall include the use of Vecuronium and Versed or equivalent medications. The use of RSI shall be via standing order and not subject to approval by on-line medical control. The protocols shall also include at a minimum, 12-lead ECG, orotracheal intubation, nasotracheal intubation, nasogastric tube insertion, I –Gel supraglottic airway, Sepsis treatment to include blood culture procedures, antibiotic administration and transcutaneous cardiac pacing via standing orders.

The Medical Director will provide a typed and signed copy of all medical protocols, approved equipment list and any ongoing changes to the EMS Division Chief.

The Medical Director shall have the right to inspect the on-board medical equipment on EMS vehicles subject to his/her responsibility. Where appropriate, such inspections shall include functional testing of on-board equipment to ensure that such equipment is in good working order. Where a deficiency is found which could jeopardize patient care, the operator of the vehicle shall remove the vehicle from service until the deficiency has been corrected and confirmed by re-inspection.

The Medical Director shall conduct medical audits of EMS performance concerning specific cases as follows:

- A. Whenever a physician involved with an incident, or a patient's personal physician, requests an audit.
- B. Whenever a paramedic or EMT requests an audit of a case in which the paramedic was involved.
- C. Whenever an audit is requested by the City Manager, Fire Chief, EMS Division Chief, or an elected official of the City of North Richland Hills.
- D. Whenever the Medical Director determines that an audit should be conducted. The Medical Director may determine the method and extent of investigation employed during any given audit. The investigation may range from a simple review of written documentation to a full review of tape-recorded information, e.g., telephone request for service, dispatch communications), interviews with involved personnel and a formal review attended by persons involved with the case. Upon request of the Fire Chief, the Medical Director shall conduct a more extensive investigation.

In general, the tone and purpose of such medical audits shall be positive and educational. To the extent allowed by law, those persons, whose work is the subject of an audit process, may receive invitation to attend any such review. Further, those persons must be included in such reviews when the Medical Director has determined that such attendance is required. When audit findings indicate that exemplary care had been provided, recognition shall be given. Should audit findings indicate a performance discrepancy, the Medical Director shall direct that appropriate steps be taken to prevent repetition.

V: Terms:

In consideration of services rendered, such services shall receive compensation on a contractual basis, with payment disbursed in quarterly amounts as specified in the signed Contract or Agreement, subject to contractual limitations. The Medical Director is responsible for providing proof of insurance as follows:

- 1. Medical Professional Liability Insurance
 - a. \$ 200,000 per claim
 - b. \$ 600,000 aggregate

- 2. Medical Director Professional Liability Insurance
 - a. \$ 500,000 per claim
 - b. \$1,500,000 aggregate

The Medical Director is responsible for all licenses & certificates necessary to carry out the specifications outlined in this addendum, which shall become part of the signed Agreement. The City shall provide no additional compensation or reimbursement for such expenses. The term shall be for two (2) years, with an option to renew for an additional two-year term agreeable with both parties, and

shall be implemented by a written “Notice of Intent to Continue” by the Medical Director, and accepted in writing by the Office of the Fire Chief.

VI. Indemnity or Hold Harmless Statement

Medical Director agrees to defend, indemnify and hold the City harmless for any loss sustained by the City as a result of a claim or suit by a third party claimant to the extent that such a loss is the result of negligence, bad faith, or other fault of the Medical Director. The Medical Director further agrees to perform the services with that standard of professional care, skill and diligence normally provided in the performance of like or similar services.