PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is effective the 1st day of January, 1998, between **JOHN C. SACRA, M.D., FACEP,** hereinafter referred to as "Medical Director", the **EMERGENCY PHYSICIANS FOUNDATION**, thereinafter referred to as "EPF" and the **EMERGENCY MEDICAL SERVICES AUTHORITY,** hereinafter referred to as "EMSA".

WHEREAS, the EMS Interlocal Cooperation Agreement dated March 23, 1990 by and between the City of Oklahoma City, Oklahoma and Tulsa, Oklahoma (the "Interlocal Agreement"), in furtherance of its stated purpose of "making available a state-of-the-art, high quality, EMS system, with effective medical controls and accountability, and adequate response times", provides for the creation of the Emergency Physicians' Foundation; and

WHEREAS, EPF is directed in the Interlocal Agreement to appoint a Medical Control Board ("MCB") which is to serve as the Board of Directors of the EPF and is to approve the appointment of Medical Directors; and

WHEREAS, the EPF acting through its duly appointed MCB has approved by all requisite action the appointment of the Medical Director; and

WHEREAS, each of the parties hereto desires to enter into this Agreement to set forth their respective duties, obligations and rights in relation to the employment of the Medical Director.

NOW, THEREFORE, the undersigned parties mutually agree as follows:

1 **EMPLOYMENT: JOHN C. SACRA, M.D.** is hereby retained by EPF on a full-time basis to fill the position of Medical Director having the duties, responsibilities and compensation as provided in the Interlocal Agreement and in this Agreement agrees to serve in such capacity during the term herein stated.

2 **EXECUTIVE SERVICES CONTRACT**: This Agreement is for the purchase of full-time executive-level professional services meeting the performance requirements set forth herein, in the Interlocal Agreement The Medical Director shall manage his time, and limit conflicting activities as necessary to fulfill the duties and responsibilities of the Medical Director, as defined herein and in the Interlocal Agreement. The Medical Director's office hours, work schedules, and availability shall generally reflect a full-time commitment to the responsibilities of Medical Director, and shall be established and revised as necessary from time to time by the Medical Director pursuant to the directives of the MCB Regardless of actual hours worked and schedules maintained, failure to substantially fulfill the performance requirements set forth herein shall constitute cause for termination as provided in Section 7 hereof.

3 **LIMITATION OF PART-TIME EMPLOYMENT**: To Maintain his clinical skills, the Medical Director may, at his option, accept part-time employment as an emergency physician not to exceed 6 shifts of 8 hours each during any calendar month, or an equivalent work schedule incorporating other types of shifts. Such part-time employment shall be subject to the prior approval of EPF said approval to be given or withheld in the sole discretion of the MCB. MCB retains the right to reconsider or withdraw its approval at any time to reflect the needs and requirements of EPF and the EMS system The Medical Director may, at his option, perform consultations, periodically accept EMS-related speaking engagements and teaching assignments provided such activities are reasonably limited and do not interfere with the performance of the work which is the subject of this Agreement.

4. **SCOPE OF WORK**: This Section sets forth the general performance requirements applicable to the Medical Director. The duties of the Medical Director specified in the Interlocal Agreement and the Amended and Restated Trust Indenture for EMSA, to the extent same are not fully restated herein, shall also each be performed by the Medical Director.

A **General**: The duties and responsibilities of the Medical Director fall into three general categories, each of equal importance:

- Medical Leadership;
- Regulatory duties (primarily: first response, ambulance service, control center operations, and on-line medical control practices); and,
- Contract performance-monitoring duties

Effective medical leadership requires extensive direct personal contact with first responders and ambulance personnel, and regular participation in meetings involving policy development, case review, dispute resolution, research, and routine administration. Maintaining a current awareness of EMS developments at state and national meetings, and participation in related research and professional publication are also essential to effective medical leadership. Local public speaking about the EMS system, press contacts, and helping to manage the system interface with the medical community each as directed by the MCB

Effective regulation and contract performance-monitoring require systematic review of standards and practices.

B **Delegation of Duties**: Leadership responsibilities and oversight tasks requiring physician expertise as determined by the MCB or Interlocal Agreement may not be delegated.

C **Development/Monitoring of Standards**: Subject to approval by the MCB, the Medical Director shall develop, and annually review standards and protocols governing every aspect of the EMS system affecting patient care, and shall develop, implement, and document a process for monitoring compliance with those standards. Such standards shall govern control center operations, dispatching and delivery of first responder services, and ground ambulance services. Such standards shall include:

(1) Medical protocols;

(2) Priority dispatching protocols, telephone protocols, and pre-arrival instruction protocols as appropriate for ambulances and first responders

(3) Transport protocols (air and ground);

(4) Equipment and supply standards for ambulances, and first responder units

(5) Standard for training, testing, and certification of ambulance crews, first responders, control center personnel, and on-line medical control physicians.

(6) Protocols governing on-scene control of patient care, and interactions between first responders and ambulance personnel;

(7) Procedures for the conduct of medical audits, including appeals;

(8) Standards for provision of on-line medical control;

(9) Uniform standards for EMS supplies (brand names and packaging) and for on-board equipment which may stay with the patient during transport (i.e., for use in the on-board equipment exchange program;

(10) Standards and procedures related to DNR orders;

(11) Standards of due process governing the suspension or revocation of a permit or certification; and

(12) Such other standards as may be necessary to ensure reliable patient care

(13) In addition to the above-listed standards, the Medical Director shall implement procedures for the routing verification (by sampling method) of response time reports, and for periodic inspection of ambulances, 1st responder units, (both scheduled and "surprise" inspections).

D. **RELATED DUTIES**: During the course of carrying out the responsibilities listed immediately above, the Medical Director shall:

(1) Annually complete a comprehensive review of all written protocols of the EMS system, including dispatch protocols, medical protocols, transport protocols, and all other protocols of the system. Such review shall take into consideration the results of medical audits conducted throughout the year, a review of the EMS literature regarding new findings which might impact protocol revision, and input from field personnel and interested physicians.

(2) Periodically review as appropriate a program of certification and recertification for the following types of personnel: first responder, paramedics, control center personnel and on-line medical control physicians. Prerequisites for such certification may include reference to other certification or licensee standards, training requirements, evidence of successful participation in required in-service training programs, testing to ensure knowledge of local protocols, cooperation in medical audits when requested, additional written or practical skills testing, direct observation by more experienced personnel during a probationary period, minimum frequencies of encounters with defined patient conditions and/or minimum frequencies of performance of named clinical procedures to ensure against skill degradation; and such other requirements as may be deemed appropriate. Frequency of recertification of all personnel shall be no longer than every two years.

(3) Using an inspection checklist and documentation form approved by the MCB, the Medical Director or his designee shall periodically inspect the on-board medical equipment on all vehicles subject to regulation by the Uniform EMS Ordinance for Emergency Medical Services as such term is defined in the Interlocal Agreement. 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 be directed to remove the vehicle from service until the deficiency has been corrected and confirmed by a re-inspecting. Every vehicle subject to inspection shall be inspected at least annually to obtain the required vehicle permit or permit renewal, and shall also be subject to unscheduled (surprise) inspections.

(4) The Medical Director shall conduct medical audits of EMS system performance in regard to specific cases as follows:

(a) Whenever an audit is requested by a physician involved with an incident, or by a patient's personal physician;

(b) Whenever a paramedic certified by MCB requests an audit of a case in which that paramedic was involved;

(c) Whenever an audit is requested by a member of MCB;

(d) Whenever an audit is requested by EMSA's President;

(e) Whenever an audit is requested by the city manager or mayor of an EMSA member jurisdiction; and

(f) Whenever the Medical Director has determined that an audit should be conducted.

The method and extent of investigation employed during any given audit shall be determined by the Medical Director and 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, and medical control conversations), interviews with involved personnel, and a formal hearing attended by persons involved with the case.

The purpose of such medical audits shall be positive and educational. Persons whose work is the subject of an audit process shall be invited to attend any such review, and may not be excluded from such reviews, and may as a condition of certification be required to attend such audit reviews when the Medical Director has determined that such required attendance is appropriate. Whenever audit findings indicate that exemplary care was provided, recognition shall be given. Whenever audit findings indicate a performance deficiency, the Medical Director shall direct that appropriate steps be taken to prevent repetition of that deficiency (e.g., revised or clarified medical protocols, refresher training for one or more persons, a change in the certification testing process for paramedics or medical control physicians, or other appropriate action).

(5) The Medical Director, is subject to budgetary constraints, shall develop and implement an organized program of EMS research and publication; including application to appropriate sources for funding of EMS research.

(6) Within the amount budgeted by EPF for travel and meeting expenses, the Medical Director shall represent the EMS system at state and national meetings relating to EMS matters of interest to the EMS system. This shall include at a minimum, annual meetings of NAEMSP, National ACEP Scientific Assembly, and Oklahoma State EMS

(7) The Medical Director shall annually present to a joint public meeting of the elected officials of EMSA's member jurisdictions a written and oral report outlining the clinical performance of the EMSA system, its deficiencies, its progress, and its future.

(8) The Medical Director shall serve as an exofficio member without voting rights of the Board of Trustees of EMSA, and shall attend all regularly scheduled meetings of that Board and of EPF and MCB. In the event of a tie vote of the EMSA Board of Trustees, the Medical Director shall cast the deciding vote.

(9) With the assistance of the EMSA staff, and subject to approval by the MCB, the Medical Director shall annually prepare and periodically review as appropriate a budget for operation of the medical quality control program, and shall conform to the approved budget in operating the program

5 **COMPENSATION**: In consideration of services pursuant to this Agreement, the Medical Director shall be compensated from the Quality Assurance Fund as follows:

A **Monthly Base Fee**: The Medical Director shall be paid the sum of $13,500.00 monthly commencing on the 1st day of January, 1998. The Medical Director shall be paid on the same cycle as EMSA employees. The MCB shall annually review and evaluate the performance of the Medical Director and set the Monthly Base Fee and this fee shall not be less than $13,500.00 per month

B. **Life/Health Insurance Coverage/Disability Coverage**: The Medical Director shall receive life insurance coverage, health insurance coverage and disability insurance coverage of the same type and in the same amount with like deductibles as the EMSA President.

C. **Liability Coverage**: EPF shall purchase on behalf of the Medical Director occurrence-type malpractice insurance coverage with $3,000,000 - $3,000,000 limits. Should coverage purchased be effective for a period extending beyond the scheduled term of this Agreement, payment by EPF shall be made on a pro rata basis only for those months of coverage which are co-terminus with term of this Agreement.

D **Membership Dues**: EPF shall pay on behalf of the Medical Director membership dues in the following organizations: AMA, ACEP, OCMS, TCMS, and NAEMSP Should these membership dues cover a period extending before or beyond the scheduled term of this Agreement, payment by EPF shall be made on a pro rata basis only for those months of membership which are co-terminus with the term of this Agreement.

E. **Travel Reimbursement**: EPF shall pay the Medical Director's actual and reasonable travel expenses related to the duties herein established pursuant to the EMSA travel reimbursement policy In addition, the Medical Director shall be paid a car allowance of $600.00 per month and shall be reimbursed for mileage at the same rate as the President of EMSA

F. **Recovery of Unused Benefits in Case of Early Termination**: In case of early termination of the employment of Medical Director for any reason, amounts paid or reimbursed by EPF for insurance coverage (i e., life, health, liability, or disability) extending beyond the actual date of termination will not be required to be repaid by the Medical Director to EPF. The same shall also apply to reimbursements for membership dues covering membership periods extending beyond the actual date of termination of this Agreement

G. **Retirement Program**: The Medical Director shall be eligible to participate in EMSA's retirement program

H **Radio/Pager Supplied**: EMSA shall supply for the Medical Director's use, at no cost to EPF, portable EMS radio communications equipment, a cellular mobile phone, and a pager The Medical Director shall be available for radio or paging contact at all times while within the greater Tulsa area When the Medical Director is away from the Tulsa area, the MCB Chairman or his designee shall serve as Acting Medical Director

I **Badge and I.D.**: The EPF shall furnish the Medical Director with official identification identifying him as Medical Director of the EMSA EMS System

6. **TERM**: The term of this Agreement shall be five (5) years and ten (10) months beginning the 1st day of January, 1998 and ending on the 31st day of October, 2003.

7. **TERMINATION**: At the EPF's option, this Agreement may be terminated for cause without early termination payment if any one of the following occurs:

A. Failure by the Medical Director to substantially fulfill the duties and responsibilities set forth in this Agreement, the Interlocal Agreement or the Amended and Restated Trust Indenture for EMSA

B. Commission by the Medical Director of acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude that, as determined by the EPF, would prevent effective performance of the Medical Director's duties

C. Failure of the Medical Director to receive and maintain such licenses, permits, accreditation's and certifications as established by, the MCB, this Agreement, the Interlocal Agreement or the Amended and Restated Trust Indenture for EMSA.

8. **VACATION/SICK LEAVE**: The Medical Director shall be entitled to four weeks annual vacation and sick leave each to be administered in accordance with EMSA policy as the same may be amended from time to time.

9 **NO ACTS CONTRARY TO LAW**: Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation, contrary to which the parties have no legal right to contract, then the latter shall prevail; but in such an event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements. The several rights and remedies provided for in this Agreement shall be construed as being cumulative, and no one of them shall be deemed to be exclusive of the other or of any right or remedy allowed by law. No waiver by the EPF or Medical

Director of any failure by the Medical Director or the EPF, respectively, to keep or perform any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or other provision.

10 **MISCELLANEOUS**: The following miscellaneous provisions shall apply:

A. **Entire Agreement**: This Agreement contains the entire agreement for purchase of the services of Medical Director by EPF. Any written policies and procedures of EMSA, except those policies and procedures which may be inconsistent with the terms of this Agreement shall at all times be complied with the Medical Director whether now in effect or subsequently enacted by EMSA. To the extent any of the EMSA's policies or procedures is in conflict with this Agreement, this Agreement shall control. Except as herein provided, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the purchase of the services which are the subject of this Agreement by EPF, and contains all of the covenants and agreements between the parties with respect to the purchase of the services which are the subject of this Agreement by EMSA, and contains all of the covenants and agreements between the parties with respect to the purchase of the services which are the subject of this Agreement. Each party acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any

party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, except as herein provided, shall be valid or binding on either party.

B. **Governing Law**: This Agreement is drawn to be effective in Oklahoma and shall be construed in accordance with Oklahoma laws

C. **Assignment**: The rights and obligations under this Agreement are not assignable without prior written consent. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties, subject, however, to the restrictions on assignment contained herein

D. **Amendment**: Any amendment to or modification of this Agreement will be effective only if it is in writing and signed by each party hereto

E. **Headings**: The paragraph headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms and provisions hereof.

F. **Defined Terms**: All capitalized terms or abbreviations shall have the meanings ascribed to them by this Agreement or the Interlocal Agreement

G. **Status of Medical Director**: Reference is had to Section 15 of the Interlocal Agreement for a determination of the status of the Medical Director who for all purposes shall be deemed an EPF employee and shall be entitled to the benefits of such Section 15.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized representatives effective on the day and year written above.

"MEDICAL DIRECTOR"

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JOHN C. SACRA, M.D., F.A.C.E.P.

MEDICAL CONTROL BOARD

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CHARLES A. FARMER, M.D., F.A.C.E.P.
CHAIRMAN

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