

STATE OF TEXAS§

§

COUNTY OF DALLAS

§

THIRD AMENDMENT TO RENEW INTERLOCAL AGREEMENT

This Third Amendment to Renew is entered into by and between the CITY OF MESQUITE, TEXAS ("CITY") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System ("PARKLAND").

WHEREAS, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2016, (the "Agreement"); and

WHEREAS, the Agreement was amended pursuant to agreement of the parties via an Amendment to Renew Interlocal Agreement, which was dated to be effective as of October 1, 2017, (the "Amendment"); and

WHEREAS, the Agreement was again amended pursuant to agreement of the parties via a Second Amendment to Renew Interlocal Agreement, which was dated to be effective as of October 1, 2018, (the "Second Amendment"); and

WHEREAS, PARKLAND and CITY wish to amend the Agreement in the manner which is more fully set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. References to BioTel/EMS System within the Agreement shall be modified to UTSW/Parkland BioTel/EMS System.

2. References to BioTel/EMS Treatment Guidelines and Policies within the Agreement shall be modified to UTSW/Parkland BioTel Clinical Practice Guidelines.

3. The term of the Agreement shall be renewed for an additional twelve (12) month period, effective as of October 1, 2019, and terminate on September 30, 2020 ("Third Renewal Term").

4. Total payments by the CITY during the Third Renewal Term shall not exceed SIXTY-SEVEN THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS AND NINETEEN CENTS (\$67,334.19), which amount (or a portion thereof where Renewal Term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of the Agreement. Payment shall be made upon execution of this Third Amendment to Renew.

5. The Exhibit A attached to the Agreement is replaced with the Exhibit A attached to this Third Amendment to Renew.

6. This Third Amendment to Renew is effective as of the 1st day of October, 2019.

7. Except as modified by this Third Amendment to Renew, the Agreement, as previously amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Renew to be executed by their respective duly authorized representatives.

Dallas County Hospital District d/b/a
Parkland Health & Hospital System

City of Mesquite

By: 

By: _____

Name: David S. Lopez

Name: _____

Title: EVP and Chief Operating Officer

Title: _____

Date: 7/2/19

Date: _____

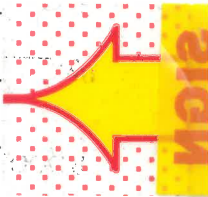


EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the UTSW/Parkland BioTel/EMS System

I. On-line Medical Direction

A. Staffing

1. Nurse staffing provided continuously 24/7/365
 - a. In addition to continuous nurse staffing 24/7/465, double coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
 - b. Coordinates in-time on-line medical direction.
2. Physician staffing continuously 24/7/365
 - a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the UTSW/Parkland BioTel/EMS System ("BioTel System") shall be known as the BioTel System Medical Director.
 - b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BioTel System operation.
 - c. BioTel System physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
 - d. BioTel System presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.
3. Miscellaneous
 - a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel System program.
 - b. The BioTel System program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload. Efficiency of the system shall be maintained by PARKLAND administration. A nurse or paramedic shall monitor radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
 - c. All RNs and paramedics assigned to the BioTel System program shall undergo initial training and ongoing training including the role of BioTel and EMS in the community. They will review and be competent

on the UTSW/Parkland BioTel Clinical Practice Guidelines and are instructed in proper communication procedures relating to the BioTel System equipment

- d. When notified by field personnel, BIOTEL System staff shall assist as needed in contacting a hospital to which a critical, priority patient is en route, and provide that hospital with pertinent data concerning the patient.
- e. BioTel System staff shall be responsible for assisting other medical personnel in emergency situations. The BioTel System staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
- f. BioTel System staff shall ensure the proper functioning of all contracted BioTel System equipment.
- g. Personnel assigned to the BioTel System Program shall utilize the current UTSW/Parkland BioTel Clinical Practice Guidelines enacted for the functioning of the BioTel System. PARKLAND may modify the UTSW/Parkland BioTel Clinical Practice Guidelines provided, however, that both the CITY and PARKLAND mutually agree upon any material changes to these procedures, unless otherwise required by law, rule, regulation, and all other applicable governmental agencies and accrediting organizations having jurisdiction over PARKLAND. PARKLAND shall make the UTSW/Parkland BioTel Clinical Practice Guidelines available to the CITY.
- h. BioTel System staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel System Medical Director.
- i. BioTel System staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BioTel System staff will also maintain revisions to the UTSW/Parkland BioTel Clinical Practice Guidelines and perform other tasks as needed under the direction of BioTel System Management. A copy of the statistical report will be furnished to the CITY quarterly
- j. The BioTel System Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BioTel System medical control.

B. Additional Services

1. Social Work Program

- a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.

2. Emergency Legal Assistance Program

- a. Will provide an on-call attorney licensed to practice law in the State of Texas.

- b. The Attorney will be:
 - (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
 - (2) On-call twenty-four (24) hours /day, seven (7) days a week.
 - (3) Expected to provide an alternate in case of his/her absence.
 - 3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BioTel System staff consistent with BioTel System policy.
 - a. The Team will provide supplies necessary for field amputation
 - b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.
 - 4. Bloodborne Pathogen Exposure Tracking
 - a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing, appropriate treatment, and subsequent follow-up with Dallas County Health Department.
 - 5. Data collection including CITY call volume to BioTel System, types of BioTel System calls, frequency and type of physician consultation, numbers of patients for whom BioTel System is notified/contacted received by area hospitals, Emergency Legal Assistance Program, Specialty Team Activation, and any other data requested by CITY.
 - 6. Maintenance of the BioTel System room and facilities, and the records involving On-line Medical Control for the BioTel System, shall be provided by PARKLAND. The BioTel System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel System office and facilities.
- C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BioTel System Medical Director

- a. Has the ultimate responsibility for all clinical aspects of the BioTel System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
- b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for a Deputy EMS Medical Director (the "BioTel System Deputy Director") to be available in his/her place.
- c. Assign to CITY a BioTel System Associate Medical Director who shall serve as CITY's day-to-day BioTel System Medical Director.
- d. Be notified of all significant on-duty illness or injury to CITY EMS providers. The BioTel System Associate Medical Director shall serve as

the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers' medical advocate and shall advise the CITY's EMS leadership of the status of the CITY EMS providers' illness or injury. May delegate to BioTel System Deputy Medical Director or BioTel System Associate Medical Director.

2. BioTel System Deputy Medical Director
 - a. Shall carry out the duties of the BioTel System Medical Director as delegated by the BioTel System Medical Director or when the BioTel System Medical Director is otherwise unavailable.
3. BioTel System Associate Medical Director
 - a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
 - b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence ("UO") or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
 - c. Work with the CITY's EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
 - d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.
 - e. Ensure that the CITY provides reality-based training for its EMS providers.
 - f. Interact outside of the hospital setting with the CITY's EMS providers.
 - g. Approve all continuous EMS education and training of CITY's EMS providers on all UTSW/Parkland BioTel Clinical Practice Guidelines.
 - h. Serve as the physician liaison to other healthcare providers in the CITY.
- B. Additional Services of BioTel System Associate Medical Director?
 1. May attend regular or ad hoc meetings at the request of the CITY's leadership.
 2. May assist in the development or provision of specialized education and training for the CITY's providers.
 3. May serve as a consultant to the CITY's 911 Communications Center. The BioTel System Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center's leadership. In addition, the BioTel System Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.
 4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.
 5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
 6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne

pathogens are state-of-the art. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.

7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.

May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel System Medical Director.

C. Hours and Rates

1. PARKLAND shall provide five (5) hours of off-line medical direction under this Agreement at no additional cost.
2. Additional hours for off-line medical direction will be provided at an hourly rate of \$180.00 per hour.