



# City of Grand Island

Tuesday, September 23, 2008

Council Session

## Item G17

**#2008-269 - Approving Contract for Medical Services Director for  
the EMS Division of the Fire Department**

Staff Contact: Jim Rowell

# **Council Agenda Memo**

**From:** Jim Rowell, Fire Chief

**Meeting:** September 23, 2008

**Subject:** Medical Services Director for the EMS Division of the Fire Department

**Item #'s:** G-17

**Presenter(s):** Jim Rowell, Fire Chief

## **Background**

The City of Grand Island, in an effort to comply with State law and to provide a means to continually monitor, evaluate, and insure a high quality service has requested proposals for a medically supervised program that includes a medical director. The medical director will work with all fire department personnel and coordinate with the EMS Division Chief.

## **Discussion**

The contract will cover the period beginning October 1, 2008 through September 30, 2013. The contract provides for \$13,439.00 for the first year with a three-percent increase each year for the duration of the contract. Continuation of the contract would depend on adequate budget funding and spending authority. Either party may terminate the contract after giving written notice ninety days prior to termination.

This contract is with the Physician Network of Lincoln, Nebraska. The Medical Director will be Doctor Michael J. McGahan, who has already established a good working relationship with the department personnel and the medical community. The Physician Network is the organization that provides emergency room physician for Saint Francis Medical Center. The contract will provide a greater level of quality assurance and allow for continuity between the provision of emergency care and the management of the system.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the contract.

## **Sample Motion**

Move to approve the medical services director contract with Physician Network of Lincoln, Nebraska in the amount of \$13,439.00 for the first year with a three-percent increase each year for the duration of the contract.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
MEDICAL SERVICES DIRECTOR**

**RFP DUE DATE:** September 10, 2008 at 4:00 p.m.  
**DEPARTMENT:** Fire  
**PUBLICATION DATE:** August 21, 2008  
**NO. POTENTIAL BIDDERS:** 1

**SUMMARY OF PROPOSALS RECEIVED**

**The Physician Network**  
Lincoln, NE

cc: Jim Rowell Fire Chief  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney

Chris Hoffman, Fire Admin. Assist.  
David Springer, Finance Director  
Wes Nespors, Assist. City Attorney

**P1276**

## MEDICAL DIRECTOR CONTRACT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between THE PHYSICIAN NETWORK, A Nebraska nonprofit corporation, ("Network") and THE CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation ("Client").

1. SERVICES. Network agrees to perform for Client the medical director services listed in the Duties and Responsibilities as set forth in Exhibit A attached hereto and approved by both Client and Network. Such services are hereafter referred to as "services". Client agrees that Network shall have ready access to Client's staff and resources as necessary to perform the Network's services provided for by this contract.

2. RATE OF PAYMENT FOR SERVICES. Client agrees to pay Network for medical director services in the amount of Thirteen Thousand Four Hundred Thirty-Nine Dollars (\$13,439.00) for the first year of service. It is agreed that three percent (3%) increase in the fee will be allowed for each subsequent year of the contract as set forth in the fee schedule attached hereto and incorporated herein by reference.

3. CONFIDENTIAL INFORMATION. Each party shall hold in trust for the other party and shall not disclose to any nonparty to the agreement any confidential information of such other party. Confidential information is information which, relates to such other party's quality assurance program. Network further acknowledges that during the performance of this contract, Network may learn about or receive confidential Client information and Network hereby confirms that all such information relating to the Client will be kept confidential by the Network except to the extent that such information is required to be divulged to the Network's clerical or support staff of associates in order to enable Network to perform Network's contract obligations.

4. TERM. This agreement shall be effective October 1, 2008 and shall terminate on September 30, 2013.

5. TERMINATION OF AGREEMENT. Network's services hereunder can be terminated or cancelled prior to completion of the term of this agreement upon either party providing the other within ninety (90) days written notice. In the event of termination all fees shall be prorated to the actual time served as the Network.

6. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF the parties have signed and agreed to this "Agreement" as of the day and year first written above.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation, Client

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Margaret Hornady, Mayor

THE PHYSICIAN NETWORK  
A Nebraska nonprofit corporation, Network

\_\_\_\_\_  
Robert J Lanik, President

This contract is in due form according to law and is hereby approved.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## **EXHIBIT A**

The responsibility of the Network will include, but not be limited to, the following medical director services:

- Chart reviews on a continual basis
- Incident and review investigation
- Statistical review
- Review NARSIS form and paramedic runs
- Protocol committee meetings and annual review of protocols

The medical director will oversee all aspects of the paramedical operation. All paramedics will operate under his/her license and, therefore, must function under protocols developed and approved by the medical director.

The responsibility of the nurse assigned by St. Francis Medical Center will include:

- Daily run reviews on a random selection
- Database building within the hospital new MSN system
- Education
- Chart and NARSIS review
- Work with medical director, EMS Division Chief, and protocol committee
- Implement charting guide with medical director/EMS Division chief input
- Assist in proficiency assessment with medical director

Part of the quality assurance program will be an EMS protocol committee staffed by the medical director and QA nurse. This committee will be made up of physicians, paramedics, and nursing representatives who will meet to review and change paramedic protocols as needed and minimally on an annual basis. Persons interested in EMS will be asked to serve and will be presented to the executive committee for confirmation. This will allow medical staff input into the community EMS operation.

It will be the responsibility of the Grand Island Fire Department to assure and keep documentation on file to verify all personnel meet state required mandates. This includes certification records, continuing education documents and any other records required by the state. The notice could be waived if both parties agree.

### **FEE SCHEDULE**

Year 1 – October 2008 – September 2009	\$13,439.00
Year 2 – October 2009 – September 2010	\$13,842.00
Year 3 – October 2010 – September 2011	\$14,257.00
Year 4 – October 2011 – September 2012	\$14,685.00
Year 5 – October 2012 – September 2013	\$15,126.00

Two equal installments payable in January and September,  
upon receipt of Network's notice request for payment.

RESOLUTION 2008-269

WHEREAS, state law requires a Medical Services Director to supervise emergency medical services programs; and

WHEREAS, The Physician Network provides emergency room physicians to Saint Francis Medical Center and has contracted with the City in the past to meet this requirement; and

WHEREAS, the existing contract is scheduled to expire; and

WHEREAS, The Physician Network was the only one to submit a proposal; and

WHEREAS, it is recommended that a new contract be entered into with The Physician Network to provide medical director services as required by state law for the period of October 1, 2008 through September 30, 2013, at a cost of \$13,439.00 for the first year of service and a 3% increase allowed each subsequent year of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Medical Services Director contract by and between the City and The Physicians Network is hereby approved for the period of October 1, 2008 through September 30, 2013; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 23, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
September 18, 2008    ☐ City Attorney