

## MEMORANDUM

To: Lisa Agnor, City Manager

From: Reggie Cooper, Fire Chief

Date: April 8, 2016

Subject: Approval of an agreement with Dr. Jennifer Chandler for Physician Director Services for the Emergency Medical Services System

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The operation of the Marshall Fire Department's Emergency Medical Service must be under the direction of a physician, which allows our citizens to receive the quality care that we provide. Due to the practicality and efficiency of a contractual agreement versus hiring a physician for this purpose, it has been our past practice of entering into an agreement with a physician for his/her services as Medical Director of the Fire Department's Emergency Medical Service.

The attached agreement is a renewal of our current contract with Dr. Jennifer Chandler for the provision of Physician Director Services. The terms of the agreement remain the same as in previous years.

This agreement has been reviewed by the City Attorney.

**PHYSICIAN DIRECTOR CONTRACT  
EMERGENCY MEDICAL SERVICES SYSTEM**

The State of Texas  
County of Harrison

This agreement is made and entered into by and between the CITY OF MARSHALL, TEXAS, as GRANTEE and DR. JENNIFER CHANDLER, hereinafter referred to as CONTRACTOR, beginning May 1, 2016 and ending on April 30, 2017.

**WITNESSETH**

WHEREAS, CONTRACTOR has services and professional medical expertise which are needed by GRANTEE and desires to furnish and provide said service to GRANTEE; and

WHEREAS, Dr. JENNIFER CHANDLER, an Independent Contractor, serves as emergency department physician and has extensive experience in the practice of emergency medicine; and

WHEREAS, GRANTEE, desires to purchase said professional medical expertise of CONTRACTOR for the purpose of directing the Emergency Medical Services of the City of Marshall, Texas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the GRANTEE and CONTRACTOR do hereby agree as follows:

**Scope of Services:** The said CONTRACTOR does hereby promise and agree that he shall and will for the consideration hereinafter mentioned, furnish all services as hereinafter stated;

**SECTION I**

For and in consideration of the payments and commitments to be made and performed by the GRANTEE, the CONTRACTOR agrees and promises to perform and provide the following:

1. Function as advisor and director concerning medical matters to the Fire Chief and EMS Coordinator.
2. Aid with the development and implementation of medical control.
3. Provide written guidelines or consult in the development of such concerning:
  - a. Patient Transfer Protocols
  - b. Patient Transfer Agreements

4. Coordinate and direct physicians and nurses in the development and documentation of:
  - a. Pre-hospital care and evaluation of Critical Care Plans, including but not limited to:
    - i. Spinal cord injuries
    - ii. Pre-natal problems
    - iii. Behavioral disturbances
    - iv. Burns
    - v. Cardiac Care
    - vi. Poisoning and drug abuse
    - vii. Multiple trauma
5. Develop and establish standing orders for EMT-Basic, EMT-Intermediate, and EMT-Paramedic to be used in the field in emergency situations.
6. Conduct on-going training programs for all EMT certification levels, evaluation and certifying their skills, providing post-response evaluations and providing continuing education, to consist of a minimum of six hours per month. Scheduling of continuing education classes to be determined by the Marshall Fire Department EMS Coordinator and CONTRACTOR.

## SECTION II

For and in consideration of the service furnished by the CONTRACTOR and described in SECTION I of this agreement, GRANTEE agrees to pay the CONTRACTOR a total of \$18,000.00 as follows:

1. \$1,500.00 each month in twelve (12) monthly installments beginning thirty (30) days after work begins.

## SECTION III

1. **Contractor Responsibility:** The CONTRACTOR will require the EMT-Basic, EMT-Intermediate and EMT-Paramedic to comply with applicable provisions of the Texas Medical Practice Act.
2. **Grantee Responsibility:** GRANTEE, under this Agreement, is not to be considered as engaging in a joint venture or partnership with CONTRACTOR for any purpose whatsoever, it being understood between the parties hereto that GRANTEE is merely a purchaser of services and is in no way authorized to make any contract agreement,

warranty or representation on behalf of CONTRACTOR or to create any obligation expressed or implied on behalf of CONTRACTOR.

3. **Successors and Assigns**: The CONTRACTOR and the GRANTEE each binds itself, himself and his partners, successors, executors, administrators and assigns of each party, with respect to all covenants of this agreement.
4. **Severability**: If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and any illegal or invalid provision shall be deemed as if never incorporated herein, but all other provisions shall continue in full force and effect.
5. **Termination of Contract**: The contract term shall be for one year.

If, through any cause, the CONTRACTOR or GRANTEE shall fail to fulfill in timely and proper manner his obligation under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the CONTRACTOR and GRANTEE shall thereupon have the right to terminate this Agreement immediately by giving the other thirty (30) days written notice, specifying the reason for termination, and the effective date thereof. Either CONTRACTOR or GRANTEE may terminate this Agreement upon sixty (60) days notice without cause by giving the other not less than sixty (60) days written notice. If the contract is terminated, contractor should received compensation which is prorated to the final date of service.

6. **Summary Termination**: CONTRACTOR shall maintain residences within a 50-mile radius of Marshall, Texas and shall personally provide the service to be rendered herein. In the event CONTRACTOR ceases to maintain their residence, ceases to personally provide services as provided herein, GRANTEE shall have the option to terminate this Agreement immediately with notice as provided in Paragraph 5 herein.
7. **Technicians**: GRANTEE shall provide technicians known as Emergency Care Attendants (ECA), Emergency Medical Technicians (EMT), Emergency Medical Technician-Intermediate (EMT-I), and Emergency Medical Technician-Paramedic (EMT-P). Said technicians shall be employed and paid by GRANTEE.

CONTRACTOR has the authority to recommend removal of any technician from service, and to require further training or retraining of any technician. To the extent allowed under Texas State Law, CONTRACTOR may recommend and proceed with decertification by the Texas Department of Health in accordance with that agency's established revocation procedures.

8. **Audit or Records**:
  - a. The CONTRACTOR agrees that the GRANTEE, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access only to pertinent books, documents, papers, and records of the CONTRACTOR which are directly involved in the operation of EMS so long as the patient's medical confidentiality is respected and will be subject to the Texas Open Records Act.

- b. All pertinent records as referenced in 8.a above shall be retained for a period of three (3) years by GRANTEE.
9. **Compliance with Laws:** GRANTEE shall comply with all applicable local and state laws, ordinances, and codes in implementation of programs provided by this Agreement as set forth in the Texas Medical Practice Act.
10. **Applicable Law:** This Agreement shall be construed according to the laws of the State of Texas. GRANTEE and CONTRACTOR stipulate, acknowledge and agree that the proper venue for any action to enforce or construe any of the provisions of this contract shall be in Harrison County, Texas.
11. **Compliance with Local Laws:** The parties shall comply with all applicable laws, ordinances and codes of state and local governments.
12. **Entire Agreement:** The GRANTEE and the CONTRACTOR mutually agree that this Agreement shall be subject to the provisions hereof and represent the entire Agreement between the GRANTEE and CONTRACTOR. This agreement may only be amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on this day, \_\_\_\_\_:

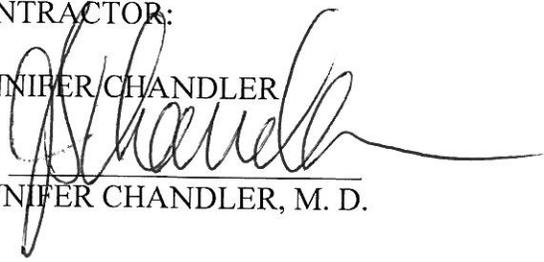
GRANTEE:

CITY OF MARSHALL

BY: \_\_\_\_\_  
City Manager

CONTRACTOR:

JENNIFER CHANDLER

BY:   
JENNIFER CHANDLER, M. D.

ATTEST:

By: \_\_\_\_\_  
City Secretary