

RESTATED AND AMENDED INTERLOCAL COOPERATIVE AGREEMENT

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791 of the Tex. Government Code that this jurisdiction (hereinafter, “this Jurisdiction”) may jointly exercise with other local governments the power to provide governmental services for the public health and welfare, and such services include Ambulance Services; and

WHEREAS, it is in the best interests of the public health and welfare of the people of this Jurisdiction to have available to them a regulated prehospital emergency medical services, mobile integrated healthcare, and medical transportation system which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each patient;

WHEREAS, through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments (“Member Jurisdictions”), the Area Metropolitan Ambulance Authority (the “Authority”) was created in 1988 as a governmental administrative agency to administer and operate a prehospital emergency medical services, mobile integrated health, and medical transportation system in a service area comprised of the Member Jurisdictions (“Service Area”); and

WHEREAS, providing for a multi-jurisdictional emergency physicians advisory board will provide for professional oversight of the clinical performance of the prehospital emergency medical services, mobile integrated health, and medical transportation system; and

WHEREAS, establishing a multi-jurisdictional first responder advisory board will facilitate coordination and communication between first responder agencies in the service area, the Emergency Physicians Advisory Board and the Board of Directors of the Authority;

WHEREAS, due to the relatively low population and low population density of some portions of the Service Area and the extremely high, start-up and fixed operating costs of a state-of-the-art prehospital emergency medical services, mobile integrated health, and medical transportation system, it is necessary to designate a single provider of emergency and nonemergency ambulance transportation within this Jurisdiction in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services; and

WHEREAS, the Member Jurisdictions entered into a Restated Interlocal Cooperative Agreement effective June 19, 2017, which, among other things, changed the name of the Authority to the “Metropolitan Area EMS Authority”; and

WHEREAS, it is the desire of this Jurisdiction and the other Member Jurisdictions to amend and restate the Restated Interlocal Cooperative Agreement in its entirety as set forth herein; and

THEREFORE, be it resolved that this Jurisdiction, which has joined with the other Member Jurisdictions to adopt this Restated and Amended Interlocal Cooperative Agreement (the "Agreement"), to be effective as of the date of the last of the Member Jurisdictions to execute the Agreement, agrees as follows:

ARTICLE I. MEMBERSHIP/CONTINUATION

1.1 This Jurisdiction has elected to continue to be a member of the Authority by the adoption of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference). Capitalized terms used in this Agreement shall have the same meaning as used in the Uniform EMS Ordinance unless otherwise defined. Other terms are defined in this Agreement as follows:

1.1.1 **Deleted by agreement of the parties.**

1.1.2 **Medical Protocol.** Any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director as the standard of care and course of treatment for a given clinical condition.

1.1.3 **Mobile Integrated Healthcare Provider (MIH Provider).** A person who has additional training in physiology, disease processes, injury and illness prevention, and medical system navigation; and who focuses on providing out-of-hospital services to clients who may benefit from effective management of out of hospital care (including without limitation the elderly, underserved, and chronic condition-patient populations); by providing primary care under the direction of a physician or by acting as the enrolled client's advocate to connect them to a variety of beneficial social and medical services outside the emergency department or hospital.

1.1.4 **System.** The regulated prehospital emergency medical services, mobile integrated healthcare, medical transportation system, and any other medical services provided by the Authority or the Member Jurisdictions' First Responders.

1.2 The existence of the Authority is perpetual unless and until all Member Jurisdictions withdraw. The withdrawal of less than all the Member Jurisdictions shall not cause the dissolution of the Authority.

1.3 The name of the Authority is the "Metropolitan Area EMS Authority."

1.4 A Member Jurisdiction may withdraw, for any reason, on (i) the renewal or termination date of a contract for Ambulance Service if a competitively selected contractor is the provider of Ambulance Services, or (ii) the last day of the fiscal year of the Authority, if the Authority is the operator of the Ambulance Service. Notice of such intention to withdraw shall not be effective unless given in writing to the Authority and to each Member Jurisdiction not less than twelve months before the proposed effective date of withdrawal.

1.5 To ensure the continuation of the Authority's services to other Member Jurisdictions, any Member Jurisdiction that withdraws from the Authority pursuant to Section 1.4 above forfeits all rights, title, interest or claim to any asset or combination of assets of the Authority except as specifically provided in Section 4.4 below.

ARTICLE II. BOARD OF DIRECTORS

2.1 The Authority shall be administered by a Board of Directors (the "Board") which shall provide overall direction with respect to all matters within the scope of this Agreement.

2.2 The Board shall be composed of nine voting members and two non-voting, *ex-officio* members, subject to Section 2.4 and 2.5 below. The Board receives no compensation for service.

2.3 Voting members of the Board are required to have knowledge or experience in healthcare, finance or accounting, business administration, law, or other relevant knowledge or experience.

2.4 The Board shall be constituted as follows:

2.4.1 The City of Fort Worth shall appoint four directors who are residents of Fort Worth. The four directors shall serve at the pleasure of the City of Fort Worth and may be replaced by the City of Fort Worth at any time, with or without cause.

2.4.2 One director who is a resident of the Service Area shall be elected by the combined vote of the other Member Jurisdictions as follows:

- (a) Whenever the term of the director is expiring or open, each Member Jurisdiction other than Fort Worth shall be entitled to nominate one candidate for the available position. The candidates nominated by the Member Jurisdictions shall be named on the "Candidates List."
- (b) The Candidates List shall be submitted to the governing body of each Member Jurisdiction, with the exception of Fort Worth.
- (c) Each Member Jurisdiction other than Fort Worth shall cast all of its votes for one (1) of the eligible candidates on the Candidates List. Each Member Jurisdiction shall be entitled to the number of votes which corresponds to the number of residents residing in that Member Jurisdiction, based on then-current population estimates reported by the North Central Texas Council of Governments.
- (d) The candidate for the available position receiving the most votes shall be certified by Chair of the Board as the winner of the election to that seat.
- (e) The director may be removed and replaced prior to the end of a term upon the vote of two-thirds of the Member Jurisdictions other than Fort Worth.

2.4.3 The Emergency Physicians Advisory Board (“EPAB”) shall elect two of its members who are residents of or actively or formerly practice in the Service Area, with a preference given to those who live or practice medicine in the Service Area, to serve as voting directors of the Board.

2.4.4 The First Responders Advisory Board shall appoint two voting directors of the Board, one of whom shall be the Fort Worth Fire Chief (or designee) and one of whom shall be a Fire Chief of one of the other Member Jurisdictions.

2.4.5 The Chief Executive Officer of the Authority and the Medical Director shall all be *ex-officio* members of the Board, without voting rights.

2.4.6 The Board may add other non-voting members as it deems appropriate by an affirmative vote of two-thirds of the Board, including members who are experienced in issues of community concern. By way of example and not for purposes of limitation, “issues of community concern” shall include homelessness, mental health, drug abuse, diversity and inclusion, and domestic violence. Non-voting members of the Board shall not be counted for purposes of determining a quorum.

2.5 The Board may add additional voting directors to provide additional representation of new Member Jurisdictions by unanimous vote and may provide the mechanism for electing or appointing the additional voting directors in the Authority’s bylaws; provided that the addition of any new director must maintain proportional representation among the Member Jurisdictions in accordance with their populations (based on the then-current population estimates reported by the North Central Texas Council of Governments). Any other changes to the number of voting members of the Board must be unanimously approved by the Member Jurisdictions.

2.6 Non-voting members of the Board do not have a fixed term. The terms of office of all voting members of the Board shall be three years, except for the Fort Worth Fire Chief (or designee), who shall not have a fixed term. No later than sixty days prior to the expiration of the three year term of a Board member appointed or elected by a Member Jurisdiction, EPAB, or FRAB, the Authority will send written notice to the Member Jurisdiction(s), EPAB, or FRAB, as the case may be, of the expiration of such Board member’s term with a request that the Member Jurisdiction(s), EPAB, or FRAB either re-appoint the existing director for an additional term or appoint a new director for the next three year term. Directors shall serve until their successors are duly appointed.

2.7 Members of the Board shall act in compliance with all laws applicable to service on the Board, including but not limited to conflict of interest laws.

2.8 Any voting member of the Board who fails to attend any three consecutive, regularly scheduled Board meetings or who fails to attend at least 50% of the regularly scheduled meetings in any twelve month period without good cause may be removed from the Board at the request of a majority of their

appointing jurisdiction(s) and their position will be filled for the remainder of their term as provided in by Section 2.4 above.

2.9 The Board shall hire, employ, direct, and discharge the Chief Executive Officer, the General Counsel, and the Medical Director (collectively, the "Executive Personnel"). Whenever, in the judgment of the Board, the best interests of the organization will be served, any Executive Personnel may be terminated or non-renewed by the affirmative vote of two-thirds of the entirety of the Board, not only of those present. The Board shall establish written protocols and procedures for the hiring and termination of Executive Personnel, subject to the requirements of Section 6.4(g).

2.9.1 The Chief Executive Officer shall:

- (i) be hired by a majority affirmative vote of the Board;
- (ii) have the responsibility of operating, managing, and directing the operations of the Authority, including the employment of individuals (except employees of the General Counsel and Medical Director) to carry out the purposes and operations of the Authority; and
- (iii) perform any other duties as assigned by the Board.

2.9.2 The General Counsel shall:

- (i) be hired by a majority affirmative vote of the Board;
- (ii) be the chief legal counsel for the Authority, and advise the Board, Executive Personnel, EPAB, FRAB, and the Authority employees on legal matters and compliance, new and existing laws, and risk mitigation; notwithstanding anything herein, the Board may retain outside counsel as needed.
- (iii) hire, employ, direct, manage, and discharge employees that report to the General Counsel in the performance of his or her duties, and, as applicable, ensure all such employees follow the written policies, rules, and procedures applicable to all Authority employees as set forth or approved by the Board; and
- (iii) perform other duties as assigned by the Board.

2.9.3 The Medical Director shall:

- (i) be hired by a majority affirmative vote of the Board.
- (ii) be the independent medical director for the System, in accordance with state law, and as further set forth in Article VII;

(iii) if an employee of Authority, hire, employ, direct, manage, and discharge employees who report to the Medical Director and assist the Medical Director in the performance of his or her duties, and ensure all such employees follow the written policies, rules, and procedures applicable to all Authority employees as set forth or approved by the Board; if a contractor of Authority, the Board shall, for the purpose of independent medical direction, ensure that the employees of the OMD report directly to the Board through an alternate structure adopted by the Board, and do not report to the Chief Executive Officer of the Authority; and

(iv) perform other duties as assigned by the Board.

ARTICLE III. NEW MEMBERS

3.1 Requirements for a new member (“New Member”) to join the Authority shall be as follows:

3.1.1 The New Member must be a “Local Government” (as such term is defined in Chapter 791 of Tex. Government Code).

3.1.2 The New Member must be approved by the Board of the Authority. The Board shall set the terms and conditions of the New Member’s admission based on the services required by the New Member and the fiscal and operational impact that providing such services would have on the Authority.

3.1.3 The New Member shall concurrently adopt this Agreement and the Uniform EMS Ordinance (attached hereto as Exhibit A).

ARTICLE IV. RESPONSIBILITIES OF MEMBERS

4.1 Each Member Jurisdiction agrees to the following as a condition of membership in the Authority:

4.1.1 To adopt and enforce the Uniform EMS Ordinance and this Agreement;

4.1.2 To establish, operate, and fund a First Responder program in support of the Uniform EMS Ordinance, which may be an Emergency Care Attendant program approved by the Authority.

4.1.3 To abide by the medical protocols, credentialing requirements, and medical policies for First Responders established by the Medical Director in consultation with EPAB.

4.1.4 Deleted by agreement of the parties.

4.1.5 Support Infrastructure: Each Member Jurisdiction agrees to provide a mechanism for transferring 911 calls requesting medical assistance from the Member’s 911 center to the

Authority's designated EMS Communications Center and shall transfer 911 callers in accordance with System performance standards adopted by the Authority.

4.2 This Jurisdiction accepts no financial responsibility or commitment in exchange for its membership in the Authority except for the cost of furnishing a mechanism for transferring 911 callers requesting medical assistance from the Jurisdiction's 911 communications center to Authority's designated EMS Communications Center. Any decision by the Authority affecting the financial obligations of a Member Jurisdiction, contingent or otherwise, shall be subject to prior approval by the governing body of the affected Member. In no event shall this Agreement be construed to mandate the appropriation of specific funds by any Member Jurisdiction beyond the Member's next fiscal year without the annual approval of the Member's governing body.

4.3 A Member Jurisdiction is in default if it fails to substantially comply with any of its obligations under this Agreement and such failure continues for a period of six months without an ongoing good faith attempt to cure the default after it receives written notice of such failure from the Board of the Authority. If a Member Jurisdiction is in default under this Agreement, the Board may terminate that Member Jurisdiction's membership in the Authority and any services provided to that Member Jurisdiction by the Authority shall cease. In such event, the removed Member Jurisdiction forfeits any financial or other interest in the Authority.

4.4 In the event of repeated and chronic failure of the Authority to provide adequate Ambulance Service (whether directly or by contract) within a Member Jurisdiction, and after written notice to the Authority and reasonable opportunity to correct such deficiencies, that Member Jurisdiction may withdraw from the Authority, subject to the following terms:

4.4.1 The Member Jurisdiction must give written notice to the Authority that it intends to invoke this Section of this Agreement;

4.4.2 Upon a continued failure for the following three consecutive full calendar months, or four of the following six full calendar months, after receipt by the Authority of the written notice described above, the Member Jurisdiction may withdraw by giving written notice to the Authority, such notice to be effective ten days after receipt by the Authority.

4.4.3 Upon the effective date of the withdrawal, the Authority shall cease being the exclusive provider of Ambulance Service in the withdrawing Member Jurisdiction and the Authority shall remit to the withdrawing Member Jurisdiction its pro rata share of the Authority's Net Worth, as defined in Subsection 4.4.4 below. In the event that more than one Member Jurisdiction gives notice of its intent to withdraw under this Section 4.4 during a three month notice period and there are not sufficient cash reserves to remit the share of "Net Worth" of each withdrawing Member Jurisdiction in full, the available funds will be distributed pro rata to the withdrawing Member Jurisdictions. Notwithstanding the forgoing, any Member Jurisdiction who is admitted after the date of this Agreement and who does not pay to the Authority an initial fee for start-up of services,

shall not be entitled to Net Worth distributions as provided in Subsection 4.4.4 or to any other distribution of the assets of the Authority under any circumstances.

4.4.4 Net Worth shall be defined as the cash or cash equivalents of the Authority, exclusive of funds specifically allocated for operations or debt service, or budgeted for capital improvements by the Board, and exclusive of the amount of prudent operating reserves required under Subsection 5.5.2 below. Each Member Jurisdiction's pro-rata share of the Net Worth shall be calculated at least once every fiscal year based upon the current population estimate of each Member Jurisdiction compared to the total population of all Member Jurisdictions (as reported by the North Central Texas Council of Governments).

ARTICLE V: POWERS AND DUTIES OF AUTHORITY

5.1 To ensure delivery of quality Ambulance Service and prehospital emergency medical services, the Board shall determine whether the Authority shall directly provide Ambulance Service or engage a contractor to provide Ambulance Service or any part thereof by way of a request for proposals. The provider of Ambulance Service, be it the Authority or the Authority's private contractor, shall be required to provide all such service in each Member Jurisdiction, except for those services exempted in Section 7 of the Uniform EMS Ordinance adopted concurrently herewith.

5.2 Whether the Authority is providing Ambulance Service directly or through a contractor, the Authority shall:

5.2.1 Through its Board, set System performance standards for the Service Area and, if a competitively selected contractor is the operator of the Ambulance Service, enforce compliance therewith through contractually imposed financial penalties.

5.2.2 Provide each Member Jurisdiction with emergency and non-emergency Advanced Life Support and Basic Life Support Ambulance Service; such service to comply with all applicable laws, rules and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director.

5.2.3 Fund the Authority's Office of the Medical Director ("OMD") in an amount approved by the Board that is sufficient to fulfill the Medical Director's powers and duties.

5.3 If the Authority is providing Ambulance Service directly, the Authority shall provide Member Jurisdictions' First Responders opportunity to participate in the Authority's continuing education training without charge to the Member Jurisdictions.

5.4 The Authority is authorized to enter into contracts to provide additional related services that the Board deems appropriate in its discretion to advance the public health and welfare or financial stability of the Authority, including without limitation:

5.4.1 Mobile integrated healthcare services (“MIH Services”) that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance an enrolled client’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the client. MIH Services may include, but are not limited to, patient education and navigation services that promote patient self-management of disease processes, injury prevention programs, admission/readmission prevention programs, chronic disease management, a demand management system, and any other related services; and

5.4.2 Other services related to Ambulance Service, such as 911 nurse triage programs, event medical standby, nurse or physician-staffed critical transports, or wheelchair or ambulatory non-emergency transports.

5.5 To fund the Authority’s financial obligations and to ensure use of sound business controls and financial management practices, the Authority shall:

5.5.1 Adopt sound business practices and accounting methods, in accordance with generally accepted accounting standards applicable to independent enterprise agencies, as prescribed by the Governmental Accounting Standards Board;

5.5.2 Establish and maintain a prudent operating reserve of cash or cash equivalents in an amount set by the Board in the Authority’s Bylaws, which shall be at least three months of operating capital;

5.5.3 Adopt a fiscal year beginning October 1st;

5.5.4 Develop and implement a financial management plan designed to ensure long-range financial stability and reinvestment into the System; and

5.5.5 Secure annual audits of the Authority by an independent certified public accounting firm.

5.6 If the Authority is providing Ambulance Service directly, it shall:

5.6.1 Present written reports of the operational performance of the medical transportation, MIH, and prehospital emergency medical services at meetings of the Board and make the reports available to Authority members upon request;

5.6.2 For each fiscal year, prepare and provide to each Member Jurisdiction a comprehensive review and summary of the financial, clinical and operational performance of the Authority during such fiscal year. This report must be submitted to the Member Jurisdictions no later than 120 days after the end of the fiscal year; and

5.6.3 Upon the written request of a majority of Member Jurisdictions or the request of Member Jurisdiction(s) whose combined population exceeds 50% of the total population of all Member

Jurisdictions (based on the then-current population estimates reported by the North Central Texas Council of Governments), provide to each Member Jurisdiction an audit of the clinical and operational performance of the Authority during the preceding fiscal year prepared by a qualified and independent third party. This audit must be completed no later than one hundred twenty (120) days after the date of such written request.

5.7 The Authority shall manage accounts, subscriptions, payments and billing practices related to the services it provides as follows:

5.7.1 Deleted by agreement of the parties.

5.7.2 The Authority shall bill patients, third-party payers or other responsible parties, and collect the revenue from such bills, for all services provided.

5.7.3 The Authority shall implement an Ambulance Service subscription program (unless otherwise prohibited by law) and shall offer memberships in the program to all residents of the Member Jurisdictions.

5.7.4 The Authority shall maintain a separate account for the balance of funds allocated to EPAB prior to the enactment of the Restated and Amended Interlocal Cooperative Agreement. Those funds shall be expended upon the recommendation of EPAB and approval of the Board solely for the purposes of System enhancement, research, and medical direction.

5.8 The Authority is authorized to purchase, lease, acquire, accept, own or hold real or personal property, to operate or maintain the same, to borrow or incur debt in its own name, to accept gifts, grants or bequests, to insure itself and its Member Jurisdictions for any liabilities which might be incurred through performance of this Agreement, to contract in its own name and to sue or be sued in its own name; provided that nothing in this grant of authority shall be construed to waive any immunity otherwise afforded by law to the Authority and its officers, employees and agents or the Member Jurisdictions or their officers, employees and agents.

5.9 The Authority, through its Board, shall adopt performance goals and standards for the System and shall review such goals and standards on at least an annual basis, acting on recommendations from the Medical Director and a System performance committee as described below.

5.9.1 The Board shall appoint a System performance committee consisting of representatives of EPAB, FRAB, the Executive Personnel, and any other individuals the Board deems necessary in its discretion to develop performance standards for the System (the "System Performance Committee"). The proposed standards shall include but not be limited to: reasonable and medically appropriate response times for the Ambulance Service; response time goals for First Responders; call processing time goals for participating communication centers; clinical performance standards; standards for data collection and sharing; and standards for reporting

System performance. The proposed goals and standards shall be presented to the Board for review and approval.

5.9.2 The System Performance Committee shall thereafter meet as needed, but no less than on a semi-annual basis, to review System performance, address any deficiencies, and make appropriate recommendations for modification of the standards.

5.10 In addition to the powers set forth in this Agreement or the Uniform EMS Ordinance, the Authority shall have all of the powers allowed or provided by Chapter 791 of the Tex. Government Code, the "Interlocal Cooperation Act."

5.11 To the extent permitted by law, the Authority shall indemnify and hold harmless members of the Board, and FRAB, from liability for actual damages, including costs and attorney's fees, arising from any claim, lawsuit, or judgment resulting from their acts or omissions in the scope and course of their office, provided that such liability arises out of, or in connection with, the provision of any and all services through the Authority; provided that nothing in this Agreement shall limit or waive any defense or immunity as to claims by third parties that is otherwise available to the Authority and its officers, employees, and agents or to the Member Jurisdictions or their officers, employees, and agents.

5.12 To the extent permitted by law, the Authority shall indemnify and hold harmless members of EPAB, the Medical Director, and Associate Medical Directors, from liability for actual damages, including costs and attorney's fees, arising from any claim, lawsuit, or judgment resulting from their acts or omissions in the scope and course of their office, provided that such liability arises out of, or in connection with, the provision of any and all services through the System; provided that nothing in this Agreement shall limit or waive any defense or immunity as to claims by third parties that is otherwise available to the Authority and its officers, employees, and agents or to the Member Jurisdictions or their officers, employees, and agents.

5.13 This Agreement is not intended to designate MAEMSA as the single provider of standby emergency medical services for any Member Jurisdiction. Nothing herein prohibits any Member Jurisdiction from regulating, managing, and governing standby emergency medical services and the provider(s) thereof in its own jurisdiction.

ARTICLE VI: EMERGENCY PHYSICIANS ADVISORY BOARD

6.1 EPAB's membership shall be composed as follows:

(a) **Hospital Members:** From each full-service hospital located in the Service Area, the Medical Director of the Emergency Department (or their designee, who must actively practice at the hospital and have board certification in Emergency Medicine or Pediatric Emergency Medicine).

(b) **Community Physicians:** Upon the request of EPAB, additional physicians with currently or formerly active specialties or sub-specialties of benefit in developing standards for emergency pre-hospital care, all of whom shall be appointed by and serve at the pleasure of the Tarrant County Medical Society, provided that the number of physicians appointed by the Medical Society shall not exceed one less than the number of Hospital Members with voting rights under paragraph (a) above.

(c) **Non-Voting Members:** EPAB may add other non-voting members as it deems appropriate by an affirmative vote of two-thirds of EPAB. Non-voting members of EPAB shall not be counted for purposes of determining a quorum. Non-voting members of EPAB are not required to be a physician licensed to practice medicine in the State of Texas.

6.2 EPAB shall conduct meetings in compliance with Chapter 551 of the Tex. Government Code (the Open Meetings Act). The manner of determining a quorum shall be set forth in EPAB's bylaws.

6.3 The officers of EPAB shall be Chair, Vice-Chair, Secretary, and Treasurer, and such other officers as may be provided in EPAB's bylaws. All voting members of EPAB are required to be physicians licensed to practice medicine in the State of Texas.

6.4 The parties recognize that EPAB exists to provide independent medical oversight to the System, inclusive of the First Responders who are (i) Emergency Care Attendants, Emergency Medical Technicians, and Paramedics, (ii) employees of the parties, and (iii) not in any way controlled by the Authority. However, the parties have elected not to establish a framework for direct advising of and reporting to the governing bodies of the parties by EPAB with regard to independent medical oversight of the First Responders. Therefore, EPAB shall provide all independent medical oversight for the System as an advisory board to the Authority, and shall report directly to the Board of the Authority. EPAB shall provide independent medical advice and oversight for clinical matters by:

- a. advising the Authority about the clinical performance of the System and the Authority's MIH programs;
- b. reviewing and approving medical protocols for the System and making recommendations to the Medical Director;
- c. representing the interests of the medical community and providers by making recommendations for improvement of the System;
- d. promoting the System's programs to the medical community;
- e. serving as an advisory appeals board for credentialing actions of the Medical Director;
- f. recommending and reviewing research conducted within the System; and

g. participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by the Board, including matters related to the termination or non-renewal of all contracts for medical direction. The process established by the Board for the selection of the Medical Director and the review of the Medical Director's clinical performance shall include participation and input from the members of EPAB.

ARTICLE VII. MEDICAL DIRECTOR

7.1 The Medical Director for the System shall be retained through a contract with the Board of the Authority. The Medical Director must be a licensed physician who is board-certified in emergency medicine and meets all state requirements.

7.2 The Board shall adopt procedures for soliciting input and recommendations from EPAB and FRAB when selecting the Medical Director and reviewing the Medical Director's performance.

7.3 The Medical Director shall be the Chief Medical Officer of the Authority, shall report to the Board of the Authority, and shall have all the powers and duties afforded and required of EMS medical directors under state law. The parties recognize that the Medical Director provides independent medical direction to the System, inclusive of the First Responders who are (i) Emergency Care Attendants, Emergency Medical Technicians, and Paramedics, (ii) employees of the parties, and (iii) not in any way controlled by the Authority. However, the parties have elected not to establish a framework for direct reporting to the governing bodies of the parties by the Medical Director with regard to independent medical direction of the First Responders. The Medical Director shall provide all independent medical direction and is the exclusive source of medical direction and oversight for the System. The Medical Director and the OMD shall report directly to the Board and not to the Chief Executive Officer of the Authority. To the extent not in conflict with state law, the Medical Director shall have the following powers and duties:

- (a) To establish patient care standards for all medical services provided by the System;
- (b) To develop medical protocols, credentialing requirements, and medical policies, for all medical services for the System and periodically revise the same; and to provide necessary training to the System regarding the same;
- (c) To recommend to the Authority medically appropriate performance measures and standards for the Service Area, including but not limited to standards for equipment on ambulances and First Responder vehicles in the Service Area;
- (d) To direct the activities of the Authority's employees assigned to the OMD, subject to the provisions of Section 2.9.3;
- (e) To provide medical direction to the Authority's EMS Communication Center, including quality assurance and protocol review;

- (f) To provide medical direction to the System's clinical education and training programs;
- (g) To develop, direct, and conduct the System's quality assurance and medical review programs for Medical Transportation, MIH, and prehospital emergency medical service;
- (h) To develop, direct, and conduct the System's programs for the credentialing of Medical Transportation, MIH, and prehospital emergency medical service personnel in the Service Area, including ambulance personnel, MIH Providers, First Responders, and EMS Communication Center personnel; to provide training for purposes of credentialing, and to credential qualified personnel;
- (i) To monitor the clinical performance of the System;
- (j) To present written and oral reports of the clinical performance of the System at meetings of the Board and EPAB and to make the written reports available to Member Jurisdictions upon request;
- (k) To approve standards governing the operation of Specialized Mobile Intensive Care units within the Service Area, including standards limiting the types of Patients which may be transported thereby;
- (l) To approve standards governing the operation of Aeromedical Transportation Units within the Service Area, including standards defining the circumstances under which such units may be deployed to emergency scenes;
- (m) To credential First Responders, Medical Transportation providers, and ambulance standby providers through the Authority's permitting and credentialing process;
- (n) To the extent feasible, and in coordination and collaboration with the participating organization's administration, develop, implement and oversee an organized ongoing program of EMS research to improve the System and contribute to the EMS knowledge base;
- (o) To conduct inspections of System vehicles, equipment and supplies;
- (p) To periodically conduct intensive reviews of the System's performance relative to specific clinical modalities and to revise medical protocols and such other standards of the System as may be appropriate in light of the findings;
- (q) To serve as medical director for the Authority and for First Responders of Member Jurisdictions when they provide medical services outside the Service Area; and
- (r) To perform any other duties pursuant to the powers granted to the Medical Director pursuant to state law.

7.4 The Board of the Authority may retain Associate Medical Directors as it deems necessary to support the Medical Director and the System's programs. Associate Medical Directors shall report to the Medical Director.

7.5 The Board shall include funding for the OMD in its budget in an amount sufficient to carry out the power and duties of the Medical Director under this Agreement. Expenditure of budgeted OMD funds shall be in accordance with the Authority's policies and procedures.

ARTICLE VIII: FIRST RESPONDERS ADVISORY BOARD

8.1. The First Responder Advisory Board ("FRAB") shall advise the Authority and EPAB on matters related to first response and prehospital emergency medical services in the Service Area.

8.2 FRAB's membership shall include:

- (a) One First Responder agency representative from every Member Jurisdiction.
- (b) Executive Personnel, who shall be non-voting, *ex-officio* members.
- (c) Any other non-voting members added by FRAB by an affirmative vote of two-thirds of FRAB.

Non-voting members of FRAB shall not be counted for purposes of determining a quorum.

8.3 FRAB shall:

- (a) Participate in the System Performance Committee.
- (b) Facilitate the collection and reporting of information related to System performance by First Responders.
- (c) Coordinate training and credentialing activities for First Responder personnel with OMD.
- (d) Inform and advise the Board regarding issues related to medical first response in the Service Area.

ARTICLE IX: MISCELLANEOUS

9.1 Notwithstanding anything herein to the contrary, neither the Authority nor the Medical Director may require the Member Jurisdictions to expend funds for equipment purchases, training, implementation of protocols, or any other requirement necessitating an expenditure of funds, over the objection of the governing body of the Member Jurisdiction.

9.2 The provisions of this Agreement are severable. Should any provision of this Agreement be or become unenforceable or impossible of performance under current or future law, so long as applicable

law does not substantially impair the intent of the parties, the parties shall continue to be bound hereunder and shall perform consistent with the intent of this Agreement.

This Agreement shall become effective on the date it is executed by all of the Member Jurisdictions.

Agreed and entered into by the following Member Jurisdictions: