

**RESOLUTION NO. 943**

**AUTHORIZING THE COMPLETION OF THE NECESSARY  
ACTIONS FOR THE CLINTON FIRE DEPARTMENT TO BE  
CERTIFIED BY THE OKLAHOMA DEPARTMENT OF  
HEALTH AS A PRE-HOSPITAL EMERGENCY MEDICAL  
RESPONSE AGENCY (EMRA)**

**WHEREAS**, the Clinton Fire Department (CFD) has provided fire protection services for the citizens of Clinton and the surrounding area since 1903; and

**WHEREAS**, as the first responder on many emergency scenes over the years, the CFD has previously recognized and addressed the need for rescue services via training & acquisition of necessary equipment; and

**WHEREAS**, the CFD has recently been working towards becoming certified by the Oklahoma Department of Health as a Pre-Hospital Emergency Medical Response Agency (EMRA) per *Oklahoma Administrative Code*, Title 310, Chapter 641-15-1 *et. seq.* to supplement the Emergency Medical Services (EMS) already provided by Sinor EMS and other local EMS providers; and

**WHEREAS**, the career and volunteer members of the CFD have been recently trained as Emergency Medical Technician - Basic (EMT - Basic) by in-house instructors and four have passed the national certification test as prerequisites for future training and certification as EMT - Intermediate and/or EMT - Paramedic; and

**WHEREAS**, it is in the best interests of the citizens of Clinton, Oklahoma for the Clinton Fire Department to become a Pre-Hospital Emergency Medical Response Agency (EMRA).

**NOW THEREFORE, BE IT RESOLVED** by the Clinton City Council that it is authorized to take the necessary actions for the Clinton Fire Department to obtain and maintain certification as a Pre-Hospital Emergency Medical Response Agency, including, but not limited to, the following: (a) continuation of EMS training and acquisition of the required equipment & supplies; (b) Contracting for the services of a Physician Medical Director with Tiger Physician Staffing, LLC d/b/a Heartland Medical Direction.

**PASSED AND APPROVED** by the City Council of the City of Clinton this 15th day of November 2022.

\_\_\_\_\_  
David D. Berrong, Mayor

ATTEST: \_\_\_\_\_  
Amy E. Jones, City Clerk

(SEAL)

**AGREEMENT FOR PHYSICIAN MEDICAL DIRECTOR  
FOR Clinton Fire Department**

This agreement made and entered into this \_\_\_\_\_ (Date) by and between the Clinton Fire Department hereinafter referred to as "EMS Agency" and Tiger Physician Staffing, LLC d/b/a/ Heartland Medical Direction hereinafter referred to as "Medical Director."

WHEREAS, Robert William Worden, D.O. is the sole physician member of Tiger Physician Staffing, LLC d/b/a Heartland Medical Direction; and

WHEREAS, the Oklahoma State Department of Health requires that "Each licensed ambulance service and/or certified emergency medical response agency shall have a physician medical director who is a fully licensed"; and

WHEREAS, Medical Director is a fully licensed osteopathic physician licensed by the Oklahoma Board of Osteopathic Examiners; and

WHEREAS, EMS Agency proposes to engage Medical Director to provide medical direction as required by the Oklahoma State Department of Health;

NOW, THEREFORE, in consideration of the foregoing terms and conditions set forth, the parties agree as follows:

**1. TERM**

This agreement is effective at the date above and continue for one year. This agreement may be extended for one year periods upon review and mutual consent of EMS Agency and Medical Director.

**2. RESPONSIBILITIES OF MEDICAL DIRECTOR**

- a. Medical director shall provide services set out in Exhibit A, Responsibilities and Duties of Emergency Medical Response Agency Medical Director, which are attached and incorporated into this Agreement
- b. Medical Director shall comply with any and all federal, state and local laws and regulations applicable to the provision of or payment for Medical Director.
- c. At all times during this agreement, Medical Director shall maintain appropriate skills, competency, and obtain continuing medical education commensurate with physicians providing the type of services that are being provided hereunder.

### 3. RESPONSIBILITIES AND DUTIES OF THE EMS AGENCY

- a. The EMS Agency, at its sole expense, shall provide adequate administrative support, equipment, facilities, office space and supplies necessary for the delivery of services provided by Medical Director. Medical Director acknowledges that resources may be used by other EMS Agency employees.
- b. The EMS Agency shall provide for Medical Directors review, records pertaining to the delivery of emergency medical care. This includes access to OKEMSIS, Emergency Reporting, or other such records system that the agency utilizes for documentation of emergency medical care.
- c. EMS Agency shall also make available training records for individuals providing such services, including but not limited to access to the National Registry of EMT website.
- d. The EMS Agency shall comply with all federal, state, and local laws, regulations and ordinances applicable to its obligation hereunder.
- e. The EMS Agency shall provide Medical Director with radio frequency(ies) utilized for dispatch and communications. Provided the frequency(ies) are compatible with either VHF or 700/800mHz radios that is all that is required. If the EMS Agency utilizes radios that DO NOT operate on these frequencies ranges, then EMS agency shall provide Medical Director with a handheld radio for utilization during on-scene observation and quality assurance calls.

### 4. CERTIFICATION OF PHYSICIAN PROVIDING SERVICES

- a. Medical Director certifies that Medical Director (a) is a physician fully licensed to practice osteopathic medicine in the State of Oklahoma without restriction; and (b) holds a current DEA Certificate and OBND Certificate.
- b. Medical Director agrees that if criminal or administrative action related to health care is brought against Medical Director, Medical Director will provide prompt notice to EMS Agency of such action.

### 5. RELATIONSHIP OF THE PARTIES

- a. None of the provisions of this agreement is intended to create, nor shall be deemed or construed to create, any relationship between parties other

than that of independent parties contracting each other for the purpose of effecting the provisions of this agreement.

- b. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as in explicitly provided for herein.

## 6. INSURANCE

- a. Medical Director shall, at its expense, maintain policies of general and professional liability insurance in an amount of at least one million dollars per occurrence and three million dollars in aggregate to insure it, its employees and agents.
- b. Medical Director, when providing contracted services pursuant to this Agreement shall be considered an agent of EMS Agency, except as otherwise provided under this agreement.
- c. The provisions of this agreement shall survive the termination of this agreement.
- d. The parties understand that the foregoing insurance requirements apply only to activities performed pursuant to this Agreement and not to any other medical care or other activities of Medical Director.

## 7. INDEMNIFICATION

- a. Medical Director agrees to indemnify, and hold harmless EMS Agency, its legal representatives, employees, agents, officers, trustees, affiliates and assigns from and against any claim, liability, loss, damage or cost, including, but not limited to, attorney's fees ("Claim"), arising out of or related to the willful, wrongful or negligent act or omission of Medical Director, or its performance or material failure to perform the provisions of this Agreement; provided, however, that Medical Director shall not indemnify EMS Agency for such liabilities that are within the scope of the services provided pursuant to this Agreement and that are covered by insurance as provided in section 6 of this agreement.
- b. EMS Agency agrees to indemnify, and hold harmless Medical Director and its legal representatives from and against any claim arising out of or related to the willful, wrongful or negligent act or omission of EMS Agency.

or its legal representatives, employees, agents, officers, trustees, or its or their performance or material failure to perform the provisions of this agreement.

- c. Each party shall notify the other in writing of any Claim arising out of or related to performance or nonperformance of this Agreement.
- d. The provisions of this section 7 shall survive the termination of this Agreement.

#### 8. COMPENSATION

- a. EMS Agency shall pay Medical Director \$100 (One hundred dollars) per month for Medical Director services provided under this agreement.
- b. As an express condition to EMS agency making payments under section 8.a above, Medical Director shall submit to EMS agency each month an invoice, in the form acceptable to EMS agency. Alternately, EMS Agency may accept an invoice for the 12 month term of this agreement.
- c. EMS Agency will pay Medical Director on a monthly basis, within 30 days of the date of the invoice; or as described in section 8.b; EMS Agency may elect to pay for the 12 month term of this agreement upon receipt of the invoice.

#### 9. TERMINATION OF AGREEMENT

- a. This agreement may be terminated by either party without cause upon ninety (90) days advance written notice.
- b. This agreement may be terminated at any time for cause under the following circumstances
  - i. Medical Director may terminate this Agreement if EMS Agency fails to make any payment to Medical Director required to be made hereunder and the EMS Agency fails to make such payment within sixty (60) days after written notice has been given to the EMS Agency by Medical Director
  - ii. Either party may terminate this Agreement if the other party fails to keep, observe, or perform any agreement, duty, or responsibility assumed by it under this Agreement, and fails to cure such default in a reasonable manner within thirty (30) days after written notice

thereof has been given to the defaulting party by the non-defaulting party;

- iii. EMS Agency may terminate this Agreement immediately upon written notice to Medical Director, upon (a) revocation, suspension, restriction or non-renewal of Medical Director's license to practice osteopathic medicine or DEA certificate or OBNDD certificate.

10. NOTICES

- a. All notices required by this agreement shall be deemed given in writing and delivered personally or five days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or on such other address as the party may provide to the other party in writing:

b. TO MEDICAL DIRECTOR

Heartland Medical Direction  
 ATTN: R. William Worden, D.O.  
 PO Box 542  
 12500 W HW 74C  
 Crescent, OK 73028

c. TO EMS AGENCY

\_\_\_\_\_  
 Agency Name

\_\_\_\_\_  
 Primary Contact

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip

EMS AGENCY

MEDICAL DIRECTOR

\_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
R. William Worden, D.O. DATE

**Exhibits:**

**Exhibit A: Responsibilities and Duties of Emergency Medical Services Medical Director**

**EXHIBIT A - Responsibilities and Duties of Medical Director**

Under direction of the EMS Agency and in collaboration with EMS Agency staff, Medical Director shall use Medical Director's expertise in emergency medicine to provide clinical direction to the Emergency Medical Response Agency in the following manner:

1. Provide medical control, as defined in Oklahoma Administrative Code 310:641-3-50, to assure medical accountability throughout the planning, implementation and evaluation of the EMS system
2. Approve accreditation, certification and re-certification of prehospital personnel as required by Oklahoma State Regulations and local EMS policy.
3. Provide medical coordination as assigned in the event of a major disaster.
4. Review existing protocols annually and develop and recommend new protocols in accord with state law. Protocols are expected to meet current standards for service delivery and patient care, as well as any that might be implemented during the term of this Agreement.
5. Assist with the provision of education, training, protocols, critiques, leadership, testing, certification, decertification, standards, advice, and quality control through an official authoritative position within the prehospital EMS system.
6. Provide active involvement in quality assurance and the educational activities of the EMS Agency and supervise a quality assurance (QA) program by either direct involvement or appropriate designation and surveillance.
7. Develop medical protocols for patient care techniques, both on-line and off-line standing orders and present written life support protocols to the Oklahoma State Department of Health for approval.
8. Assist with the development and delivery of continuing medical education programs.
9. Review records of service calls of EMS personnel to determine compliance with protocols, performance standards and regulations; recommend counseling and additional remedial training as necessary; and, recommend to the EMS Director disciplinary action for failure to comply with protocols, performance standards and regulations as directed.