

RESOLUTION NO. R-22-02

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DR. CHARLES J. WHITE M.D. TO PROVIDE MEDICAL DIRECTOR SERVICES TO THE CITY OF GLADSTONE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT.

WHEREAS, the City of Gladstone operates a Fire/EMS Department, which provides emergency medical care and transport; and

WHEREAS, all emergency medical response agencies in the State of Missouri are required to have a designated Medical Director to review reporting forms, develop and monitor medical protocols, and provide overall emergency medical care guidance; and


WHEREAS, the prior Medical Directors have decided to resign their positions and have recommended Dr. Charles J. White to replace them; and

WHEREAS, Dr. Charles J. White M.D., possesses all of the licenses, certifications and experience required to perform the duties of a Medical Director and is currently employed as an Emergency Room Physician at North Kansas City Hospital, a facility that receives approximately 80% of Gladstone's emergency medical transports.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager for the City of Gladstone is hereby authorized to enter into an agreement with Dr. Charles J. White M.D. to serve as the Medical Director for the City of Gladstone Fire and Emergency Medical Services Department.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10TH DAY OF JANUARY, 2022.



R.D. Mallams, Mayor

ATTEST:



Becky Jarrett, Deputy City Clerk



Request for Council Action

RES # R-22-02

BILL # City Clerk Only

ORD # City Clerk Only

Date: 1/4/2022

Department: General Administration

Meeting Date Requested: 1/10/2022

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing the City Manager to enter into an agreement with Dr. Charles J. White M.D. to provide Medical Director services to the City of Gladstone Fire and Emergency Medical Services Department.

Background: Every emergency response agency in the State of Missouri is required to have a designated Medical Director in order to receive licensure through the Division of Health and Senior Services, Bureau of Emergency Medical Services. For nearly seven (7) years, Dr. Brad Houts M.D. and Dr. David George M.D., shared these responsibilities and did a remarkable job in advancing the medical care provided by our paramedics. Recently, Dr. Houts and Dr. George advised Chief Daugherty that they wished to resign their position as Medical Director; however, they collectively recommended Dr. Charles White to replace them. Chief Daugherty and Battalion Chief Rulon met with Dr. White and have also recommended he be named as the new Medical Director. Dr. White is employed as an Emergency Room Physician at North Kansas City Hospital and has expressed enthusiasm for taking on the Medical Director responsibilities for our department. At the present time, the Medical Director receives \$2,200 quarterly, which Dr. White has agreed to.

Budget Discussion: Funds are budgeted in the amount of \$ 8,800 from the General Fund. Ongoing costs are estimated to be \$ 8,800 annually. Previous years' funding was \$8,800.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer
Department Director/Administrator

SW
City Manager

JM
City Attorney

**MEDICAL DIRECTOR SERVICES
AND HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of February, 2022 is entered into pursuant to Chapter 190 of the Missouri Revised Statutes, specifically Section 190.103, and pursuant to HIPAA Regulations promulgated by the Secretary of Health and Human Services under Title II, Subtitle F, of the Health Insurance Portability and Accountability Act (Public Law 104-191), and between the City of Gladstone, in its capacity as an “Emergency Medical Response Agency” and as “Covered Entity” (hereinafter “Agency”), and Charles J. White MD., in his capacity as the “Medical Director” and as a “Business Associate” (hereinafter “Director”) under the following terms and conditions:

WHEREAS, Agency desires to protect the general interest and welfare of the Citizens of Gladstone by participating in a program which promotes the services and skills of the emergency medical personnel employed by Agency; and

WHEREAS, a Medical Director is required for all emergency medical response agencies and it is necessary for Agency to designate a medical director to review ambulance reporting forms, develop ambulance protocols, certify license maintenance for paramedics, certify training programs for paramedics, maintain federal and state drug licenses for purchase of medications, and all other standards of care; and

WHEREAS, Agency desires to contract with Director for the purposes of providing educational and instructional services for the paramedics of Agency; serving as an advisor to Agency on matters relating to emergency medical service delivery; and coordinating educational and training sessions designed to provide for skills maintenance for the employees of Agency who provide emergency medical services.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is hereby agreed as follows:

1. Director shall maintain a license to practice medicine in the State of Missouri as set forth in Missouri State Regulation 19 CSR 30-40.303 and, in a timely manner, the Director shall advise the Agency on all matters relating to Sections 190.001 to 190.245 RSMo., and rules adopted by the Division of Health and Senior Services pursuant to law.
2. In the absence or inability of Director to fulfill the obligations hereunder, Director shall designate another qualified individual to provide such services to Agency on a temporary basis during the absence or inability of Director to perform the functions prescribed herein.
3. Director agrees to provide medical direction services to Agency through Agency’s Fire/EMS Department, including the following:

- a. Perform consulting and advisory services on behalf of Agency with respect to matters relating to or affecting the emergency medical services program of Agency; and
- b. Ensure that the personnel providing emergency medical services for Agency are able to provide care, meeting established standards of care with consideration for state and national standards as well as local area needs and resources; and
- c. Establish and develop triage, treatment and transport protocols, which may include authorization for standing orders; and
- d. Review ambulance reporting forms and the operation of the paramedic program and make suggestions regarding appropriate emergency medical care to employees of Agency; and
- e. Provide organized instruction, educational services and practical training for the employees of Agency; and
- f. Serve as an advisor to Agency on matters relating to emergency medical service delivery; and
- g. Coordinate educational and training sessions to provide for skills maintenance for the employees of Agency who provide emergency medical services; and
- h. Determine standards of pre-hospital care through protocols and standing orders to ensure providers are qualified and competent to treat patients and shall monitor compliance and establish goals; and
- i. Provide and/or perform any other service or duty as required by 19 CSR 30-40.303, and otherwise ensure compliance with all Regulations promulgated by the Missouri Department of Health for Emergency Medical Response Agencies and Ambulance Services; and
- j. The Agency's Liability, Crime and Employee Fidelity insurance coverage generally provides that professional services of any type or kind are not covered; however, the services of a medical director are not excluded for activities or services arising out of services rendered solely for and on behalf of the Agency. **This coverage by exception includes Bodily injury of any kind caused by direct and indirect patient care. A certificate of insurance will be provided Charles J. White M.D., specifying limits of liability, deductible and Dr. White's status as Additional insured.**
- k. Indemnify and hold harmless Agency from any and all claims for damages arising out of Director's performance, or failure to perform, any professional duties on behalf of Agency.

1. To be familiar with and comply with the most recent HIPAA Regulations promulgated by the Secretary of Health and Human Services under Title II, Subtitle F, of the Health Insurance Portability and Accountability Act.
4. Agency agrees to:
 - a. Communicate with and notify Director of training and operational concerns and needs as determined and established by Fire/EMS Department protocols and standing orders; and
 - b. Provide Director with copies of Missouri ambulance reporting forms for review on critical responses cases as recommended by the Missouri Bureau of Emergency Medical Services and set forth in Department of Public Safety Continuing Quality Improvement Programs; and
 - c. Pay Director the sum of twenty-two hundred dollars (\$2,200) quarterly for services rendered to Agency as herein provided; and
5. It is understood and agreed to by the parties that some of Director's services will be rendered at its business office, but that Director will from time to time come to Agency's Fire Department facilities in Gladstone, Missouri, or such other place as designated by Agency, to meet with employees of Agency.
6. In the performance of the services, the particular services and the hours Director is to work on any given day will be entirely within Director's control and Agency will rely upon Director to work such number of hours as are reasonably necessary to fulfill the spirit and purpose of this Agreement.
7. The parties hereby agree that the term of this Agreement shall be for a period of one (1) year from February 01, 2022, and may be renewed for unlimited successive one-year terms by mutual agreement of the parties unless sooner terminated as provided herein.
8. This Agreement may be terminated without cause by any party upon thirty (30) days' written notice to the other parties. This Agreement shall be immediately terminated without notice in the event Director becomes unable to practice medicine in the State of Missouri.
9. Director is an independent contractor performing a service for Agency and shall not be considered an employee of Agency for any purpose.
10. A grievance is a complaint by a customer/patient (hereinafter "grievant") concerning emergency care services provided by the medical response agency or ambulance service, personnel and the medical director. A grievance can be initiated only by the grievant or his/her parent, if a minor, legal guardian or conservator, attorney-in-fact or personal representative. The grievance must be reduced to writing and presented to the Emergency Medical Response Agency Administrator within seven (7) weekdays of the event giving rise to the grievance.

If the Administrator fails to resolve the grievance to the grievant's satisfaction, then the grievant may, within three weekdays of the Administrator's decision, submit the same written grievance to the City Manager. On receipt of such written grievance, the City Manager or his/her designee shall as expeditiously as possible review the grievance. If the City Manager elects, a meeting may be held with the grievant.

The decision of the City Manager shall be final and no further administrative review of the grievance will be afforded.

11. Additionally, it is agreed to as follows:
 - a. Agency may make available and/or transfer to Director certain confidential information, in conjunction with services that are being provided by Director to Agency. This information must be afforded special treatment and protection.
 - b. Director will have access to and/or receive from Agency certain information that can be used or disclosed only in accordance with this Agreement and the Privacy Regulations of the U.S. Department of Health and Human Services.
 - c. Director hereby agrees that it shall be prohibited from using or disclosing the information provided or made available by Agency for any purpose other than as expressly permitted or required by this Agreement.
 - d. The term of this contract shall commence as of the date executed (the "Effective Date"), and shall expire when all the information provided by Agency to Director is destroyed or returned to Agency.
 - e. Director shall be permitted to use and/or disclose information provided or made available from Agency for the purposes stated in §§ 3.a. through 3.k. and §§ 4.a. through 4.c., above.
 - f. Director is permitted to use information if necessary for the proper management and administration of Director or to carry out legal responsibilities of Director.
 - g. Director is permitted to disclose information received from Agency for the proper management and administration of Director or to carry out legal responsibilities of Director, *provided* that the disclosure is required by law; or the Director obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies Director of any instance of which it is aware in which the confidentiality of the information has been breached.

- h. Director is also permitted to use or disclose information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to the healthcare operations of Agency.
- i. Director will establish and maintain appropriate safeguards to prevent any disclosure of the information, other than as provided for by the contract.
- j. Director hereby agrees that it shall immediately report to Agency any use or disclosure of information not provided for or allowed by the contract.
- k. Director hereby agrees that, any time information is provided or made available to any subcontractors or agents, Director must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Director must obtain Agency's approval prior to entering into such agreements.
- l. Director hereby agrees to make available and provide right of access to information by the individual in accordance with 45 C.F.R. § 164.524, including substitution of the word "Agency" with "Director" where appropriate.
- m. Director agrees to make information available for amendment and to incorporate any amendments to information in accordance with 45 C.F.R. § 164.526, including substitution of the word "Agency" with "Director" where appropriate.
- n. Director agrees to make information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528, including substitution of the word "Agency" with "Director" where appropriate.
- o. Director hereby agrees to make its internal practices, books and records relating to the use or disclosure of information received from, or created or received by, Director on behalf of Agency, available to the Secretary of Health and Human Services or the Secretary's designee for the purpose of determining compliance with the Privacy Regulations.
- p. At termination of the contract, Director hereby agrees to return or destroy all information received from, or created or received by, Director on behalf of Agency. Director agrees not to retain any copies of the information after termination of the contract. If return or destruction of the information is not feasible, Director agrees to extend protections of the contract for as long as necessary to protect the information and to limit any further use or disclosure. If Director elects to destroy the information, it shall certify to Agency that the information has been destroyed.

- q. Director agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of information in a manner contrary to the contract or the Privacy Regulations.
 - r. Director agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the Privacy Regulations.
 - s. The information shall be and remain the property of Agency. Director agrees that it acquires no title or rights to the information, including any de-identified information, as a result of the contract.
 - t. Director agrees that Agency has the right to immediately terminate the contract and seek relief under Paragraph v., if Agency determines that Director has violated a material term of the contract.
 - u. Any non-compliance by Director with the contract or the Privacy Regulations will automatically be considered to be grounds for breach, if Director knew and failed to immediately take reasonable steps to cure the non-compliance.
 - v. Notwithstanding any rights or remedies provided for in the contract, Agency retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of information by Director or any agent, contractor or third party that received information from Director.
12. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.
13. This Agreement contains the entire agreement of the parties, and may not be modified orally, but only by an agreement in writing signed by the parties hereto.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLADSTONE MISSOURI,
Emergency Medical Response Agency




Scott Wingerson, City Manager

Attest:



City Clerk



Charles Jared White; M.D. Medical Director