

MEDICAL CONTROL SERVICES AGREEMENT

(Ground Transport, BLSC and ALSC)

This Medical Control Services Agreement (the "Agreement") is entered into by and between the University of Mississippi Medical Center, the provider of the medical control services as more particularly described herein (the "Provider") and Central Mississippi Emergency Medical Services District (the "District"). This Agreement shall be effective as of the date the last party to this Agreement executes it (the "Effective Date").

RECITALS:

WHEREAS, the Provider employs and/or contracts with physician(s) that are qualified to perform off-line and on-line medical control services as defined by the regulations governing the provision of emergency medical services ("EMS") in the State of Mississippi (the "State").

WHEREAS, the EMS regulations require that each EMS agency providing pre-hospital and/or inter-hospital basic life support care ("BLSC") and/or advanced life support care ("ALSC") via ground transport shall have an identifiable off-line medical director ("Medical Director") who is responsible for the development, implementation and evaluation of standards for provision for medical care within the agency and that specific local protocols shall exist which define those circumstances under which on-line medical direction is required; and

WHEREAS, the District, among other things, coordinates emergency medical services for a multi-county area and the Mississippi Band of Choctaw Indians, including the coordination, oversight and offering of off-line and on-line medical control services for its ambulance service members ("District Members"); and

WHEREAS, Provider and District desire to enter into this Agreement whereby District will make available, through Provider and as a benefit of membership to the District, off-line and on-line medical control services for pre-hospital and/or inter-hospital basic life support care ("BLSC") and/or advanced life support care ("ALSC") via ground transport to its District Members ("Medical Direction Program").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION I

ENGAGEMENT; TERM OF AGREEMENT

Section 1.01. *District Engages Provider.* District hereby engages Provider, and Provider consents so to be engaged, to provide off-line and on-line medical control services as described below (the "Services") to District Members that have joined in this Agreement by signing the Joinder Agreement attached hereto as Schedule 1.01. The parties each agree that the Services

provided herein are limited to pre-hospital and/or inter-hospital basic life support care ("BLSC") and/or advanced life support care ("ALSC") via ground transport.

Section 1.02. *Initial Term and Extensions.* The term of this Agreement is three (3) years commencing on the Effective Date and expiring at midnight on the day prior to the anniversary of the Effective Date, provided either party may terminate this Agreement pursuant to the terms of Section II (the "Term"). This Agreement shall automatically renew for successive one (1) year periods unless notice of non-renewal is given at least ninety (90) days prior to the then current term.

SECTION II

TERMINATION OF THE AGREEMENT

Section 2.01. *Termination of Agreement without Cause.* Either party may, without cause, terminate this agreement with 30-days advance written notice to the other party.

Section 2.02. *Termination of this Agreement with Material Cause.* Either party may terminate this Agreement with "material cause" if the other party is in "material default" under the terms and conditions of this Agreement and the default is not cured within seven (7) days of receipt of written notice specifying the material default. For purposes of this contract, a "material default" shall mean: (a) in the case of District, (i) the failure to remit compensation to Provider as and when required under this Agreement; or (ii) the failure to comply with the terms of this Agreement and/or state and federal laws; or, (b) in the case of Provider, (i) the substantial failure of providing the Services as described pursuant to Section IV and Section V.

Section 2.03. *Method and Delivery of Written Notice.* All notices permitted or required under this Agreement shall be made by personal delivery or via U.S. certified mail, postage prepaid to the other party at their address set out on the signature page hereto, and shall be deemed effective upon receipt by the other party.

SECTION III

COMPENSATION FOR SERVICES

Section 3.01. District agrees to pay Provider the amount of twenty-four thousand, seven hundred twenty (\$ 24,720.00) per year. The payment shall be due upon a date mutually agreeable to the parties. The parties each acknowledge that the monetary compensation hereunder is not intended to fully compensate Provider for the full cost of providing medical control in the District's territory. Rather, the compensation is intended to off-set a portion of the cost, the remainder of which is attributable to the charitable mission of Provider as the State's only Level 1 trauma center and the provision of formal and informal educational opportunities provided by District and its member services for emergency medicine residents and other personnel who may be engaged in related educational programs at the University of Mississippi Medical Center.

SECTION IV

OFF-LINE MEDICAL DIRECTOR QUALIFICATIONS AND SERVICES

Section 4.01. *Qualifications and Services.* The off-line Medical Director shall hold and maintain a valid and unlimited license to practice medicine in the State and comply with and otherwise provide the Services in accordance with applicable law and ethical standards of practice. The off-line Medical Director shall implement and provide Services as required under Miss. Code Ann. § 41-59-5 and the rules promulgated thereunder related to pre-hospital and/or inter-hospital basic life support care (“BLSC”) and/or advanced life support care (“ALSC”) via ground transport, including:

- (a) Serve as patient advocate in the EMS system;
- (b) Promote compliance with patient care standards including communications standards and dispatch and medical protocols;
- (c) Develop and implement the protocols and standing orders under which the out-of-hospital care provider functions with input from District and District PI Officers;
- (d) Develop and implement the process for the provision of concurrent medical direction with input from District and District PI Officers;
- (e) Promote the appropriateness of initial qualifications of out-of-hospital personnel involved in patient care and dispatch;
- (f) Develop and implement an effective process improvement program for continuous system and patient care improvement in conjunction with District and District PI Officers;
- (g) Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, out-of-hospital providers, and nurses;
- (h) Interact with regional, state and local EMS authorities to facilitate adherence to standards, needs, and requirements and ensure that resource utilization is optimized; and
- (i) Establish criteria for determining patient destination in a non-discriminatory manner in compliance with state and national guidelines as appropriate.

Section 4.02. *Selection of Off-line Medical Director.* Due to the integral role and influence of the off-line medical director on the District and its operations, he/she shall be selected through a process involving input from District and Provider and the selectee shall be mutually agreed upon.

SECTION V

ON-LINE MEDICAL DIRECTION

Section 5.01. *Qualifications and Services.* On-line medical directors shall hold and maintain a valid and unlimited license to practice medicine in the State and comply with and otherwise provide the Services in accordance with applicable law, and ethical standards of practice. Provider shall provide on-line medical direction related to pre-hospital and/or inter-hospital basic life support care (“BLSC”) and/or advanced life support care (“ALSC”) via ground transport for District Members’ personnel that are operating under the control of Provider’s off-line Medical Director. Any physician providing on-line medical control shall have the following qualifications and perform the listed services:

- (a) Trained in ambulance transport protocols, familiar with the capabilities of the ambulance transport providers, as well as local EMS operational policies and regional critical care referral protocols;
- (b) Completion of no less than two academic years of internship and/or residency in an accredited emergency medicine residency program;
- (c) Demonstrate knowledge and expertise in the care of critically ill and injured patients during transport;
- (d) Board certification in emergency medicine or completion of a course which includes an introduction to and demonstrated understanding of all phases of out-of-hospital care to include:
 - a. role and responsibilities of off line and on line medical directors
 - b. out-of-hospital practitioners and respective scopes of practice
 - c. District medical protocols
 - d. state and regional systems of care and out-of-hospital destination guidelines
 - e. successful completion of common out-of-hospital scenarios likely to involve on line medical direction
- (e) Assume responsibility for appropriate actions of the ambulance provider to the extent that the on-line physician is involved in patient care direction; and

- (f) Responsible to the off-line Medical Director regarding proper implementation of medical and system protocols.
- (g) In cases where on line medical control is provided by an emergency medicine resident, said resident shall have ready access to a board certified emergency medicine (staff) physician for consultation.

SECTION VI

DISTRICT RESPONSIBILITIES

Section 6.01. During the Term of this Agreement, District shall:

- (a) Coordinate the provision of medical control services through Provider for its District Members;
- (b) Educate its members regarding the State and local requirements and best practices related to medical control;
- (c) Develop processes and provide education to promote compliance among its members with the standards and requirements described in Section VII herein all of which are agreed to by the District and Provider as reasonable and necessary to effectuate the successful provision of Services hereunder; and
- (d) Prohibit any Ambulance Service Member from participating in the Medical Direction Program unless and until such District Member has signed the Joinder Agreement attached hereto as Schedule 1.01.
- (e) Provide formal and informal educational programs and opportunities for emergency medicine residents and for other personnel who may be engaged in related education programs at the University of Mississippi Medical Center.

SECTION VII

DISTRICT MEMBER'S RESPONSIBILITIES

Section 7.01. During the Term of this Agreement, District Members shall:

- (a) Instruct its employees regarding the authority vested in Provider pursuant to the Bureau of Emergency Services, including the authority of Provider off-line medical director to limit or withhold practice privileges of District Member's medical personnel.
- (b) Be aware of and in compliance with any and all state and federal laws, rules, and regulations regarding the registration, storage, record keeping, distribution, maintenance, and administration of scheduled substances. District Member shall comply with all state

and federal laws, rules and regulations and any protocol developed by Provider related to the registration, storage, record keeping, distribution, maintenance, and administration of scheduled substances. District Member shall notify the District and off-line Medical Director immediately of any suspicion of diversion of a scheduled substance and cooperate with the investigation into the suspected diversion.

- (c) Comply with any and all third-party payer requirements, including certification of medical necessity.
- (d) Provide a learning opportunity and coordinate internship and/or preceptorship opportunities for emergency medicine residents and fellows through their interaction with paramedics working in a variety of out-of-hospital settings.
- (e) Ensure that each of its divisions shall utilize the off-line Medical Director for protocol review and approval and utilize on-line medical direction as outlined in the most current off-line medical director and Bureau of Emergency Medical Services approved version of the District Protocol Manual.
- (f) Maintain an active and on-going performance improvement program for all divisions, including a designated Performance Improvement Officer who assumes responsibility for the performance of ambulance providers operating under his or her purview.
- (g) Respond to concerns from off-line Medical Director and on-line medical control in a timely manner. Any such concerns by Provider shall be communicated to District and resolution shall be coordinated through District.
- (h) Be responsible for any and all costs related to operating the transport unit and facilitating communications between the off-line and on-line medical directors and the ambulance personnel.
- (i) Ensure that each division adheres to all federal and state laws, rules and regulations regarding ambulance services, including but not limited to proper ambulance and personnel licensure when crossing state lines.
- (j) Notify District and Provider immediately in writing of any violation of these requirements or state and/or federal law related to the ownership and operation of Ambulance Service

SECTION VIII

RELATIONSHIP OF THE PARTIES

Section 8.01. *Relationship of the Parties.* The parties intend that an independent contractor and not an employer/employee relationship be created by this Agreement. Neither the off-line Medical Director nor any physician providing on-line medical direction are considered to be an agent or employee of the District and/or any of its District Members for any purpose. It is

understood that Provider is in no way vicariously liable for the conduct of the District and/or its District Members. The parties agree that Provider is free to contract for similar services to be performed for other EMS providers while under contract with the District.

SECTION IX

INSURANCE AND INDEMNIFICATION

Section 9.01. *Insurance and Liability.* During the Term of this Agreement, District Member shall obtain and maintain insurance in compliance with all applicable regulations regarding ambulance transport, but no less than general and professional liability insurance and property insurance in an amount of coverage of not less than \$1,000,000 for a single claim, and not less than \$3,000,000 for aggregate claims during a twelve (12) month period. Upon the termination or expiration of this Agreement, to the extent that District Member's insurance is or at any time during the Term of this Agreement has been "claims made" insurance rather than "occurrence" insurance and the carrier does not otherwise include prior acts or nose coverage, District Member will also (i) purchase "tail" coverage to continue the liability insurance coverage for the term of the Agreement, or (ii) continue in full force and effect the same level of liability insurance coverage on a claims made basis for a period of years in accordance with the Mississippi statute of limitations applicable to acts or omissions of the District Member and provide Provider with written evidence hereof reasonably satisfactory to Provider on an annual basis.

Section 9.02. *Indemnification.* District Member shall indemnify and hold Provider, and its directors, officers, employees and agents, harmless from any liabilities, costs, or damages resulting or arising from the Services rendered by District Member, or any medical professional provided under this Agreement or any breach of this Agreement or state and/or federal law by District Member.

SECTION X

MISCELLANEOUS

Section 10.01. *Participation in Federal Healthcare Programs.* Each party represents and warrants that it and its members, employees, agents, and contractors are, and for the Term of this Agreement will remain, eligible to participate in the Federal Healthcare Programs, and neither it nor any of its members, employees, agents or contractors have never been, and during the Term of this Agreement will not be, sanctioned by the Department of Health and Human Services Office of the Inspector General as set forth on the Cumulative Sanctions Report, or excluded by the General Services Administration as set forth on the List of Excluded Individuals/Entities [see <http://exclusions.oig.hhs.gov/exclusions> and www.sam.gov/portal/public/SAM/].

Section 10.02. *No Inducement to Refer.* The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse laws and federal and state physician

self-referral laws. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions. The Parties hereto acknowledge and agree that this Agreement, the arrangement contemplated herein, and the compensation to be paid hereunder: (i) has been negotiated on an arm's length basis pursuant to *bona fide* bargaining among the Parties; (ii) is commercially reasonable; (iii) is commensurate with fair market value; (iv) is not in return for, does not vary with, or take into account or reflect the volume or value of referrals or other business generated between the Parties; and (v) is consistent with, necessary for, and do not exceed the reasonable and legitimate business purposes of the Parties.

Section 10.03. *Individually Identifiable Health Information.* Each Party shall comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of individually identifiable health information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996. Provider agrees, upon the request of Ambulance Service, to execute a Business Associate Agreement in a form suitable to Provider.

Section 10.04. *Equal Opportunity Employer.* Provider is an equal opportunity employer. Provider does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of this Agreement, Ambulance Service agrees to be bound by the provisions of Civil Rights Act of 1964 as amended and the Rehabilitation Act of 1973 as amended and the Veterans Readjustment Act of 1972 as amended.

Section 10.05. *Compliance Program.* Ambulance Service shall establish procedures to ensure adherence for its employees to all appropriate state and federal statutes including but not limited to the Anti-Kickback Statute, 42 USC § 1320a, the Stark II, 42 USC § 1395, bans on self-referrals, the False Claims Act, 31 USC § 3729, the Healthcare Insurance Portability and Accountability Act of 1996, the Medicare carrier manual, Medicare and Medicaid statutes and regulations, and the Balanced Budget Act.

Section 10.06. *Amendment or Modification.* This Agreement may be amended or modified from time to time only by a written instrument duly executed by the parties hereto.

Section 10.07. *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement and the illegal or invalid provision shall be enforced to the maximum extent possible to still be legal and valid,

Section 10.08. *Governing Law.* This agreement is governed by and shall be construed in accordance with the law of the State of Mississippi, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and

the application of that provision to other parties or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Section 10.09. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 10.10. *Successors and Assigns.* Each and every covenant, term, provision, and agreement herein contained shall be binding upon each of the parties and their respective heirs, legal representatives, successors, and assigns and shall inure to the benefit of each of the parties.

Section 10.11. *Entire Agreement.* This Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings, if any, related hereto.

Section 10.12. *Confidentiality.* The terms and conditions of this Agreement are confidential and neither party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, including public information requests, billing purposes, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency.

Section 10.13. *Access to Books and Records.* Until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, Provider shall make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of Provider as are reasonably necessary to verify the nature and the reasonable costs of the services rendered pursuant to this Agreement. If Provider carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract. This Section shall survive the expiration or termination of this Agreement for any reason.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date the last party to this Agreement executes it, being the Effective Date:

PROVIDER:

University of Mississippi Medical Center

By: _____

Name: _____

Title: _____

Address: 2500 North State Street
Jackson, MS 39216

Date: _____

DISTRICT:

Central Mississippi Emergency Medical Services District

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

**SCHEDULE 1.01
JOINDER AGREEMENT**

Reference is made to the Medical Control Services Agreement by and among the University of Mississippi Medical Center (the "Provider") and Mississippi Emergency Medical Services District (the "District"), dated [INSERT EFFECTIVE DATE OF MEDICAL CONTROL AGREEMENT], as may be further amended or restated from time to time (the "Agreement").

The undersigned, [INSERT NAME OF DISTRICT MEMBER] effective as of the __ day of _____, 201__ hereby acknowledges that it has reviewed the terms and conditions of the Agreement and will benefit directly from the Agreement. In consideration thereof, the undersigned joins in and agrees to be bound by all of the terms and conditions of the Agreement.

This Joinder Agreement shall take effect and shall become a part of the Agreement as of the Effective Date and may be executed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the date first set forth above.

District Member:

[INSERT NAME OF DISTRICT MEMBER]

By: _____

Name: _____

Title: _____

Address: _____

Acknowledged:

University of Mississippi Medical Center

By: _____

Name: _____

Title: _____

Address: 2500 North State Street
Jackson, MS 39216

Central Mississippi Emergency Medical Services District

By: _____

Name: _____

Title: _____

Address: _____
