

## THE STATE OF TEXAS

### INTERLOCAL COOPERATION CONTRACT

#### COUNTY OF TRAVIS

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety (DPS), an Agency of the State of Texas, and the City of Austin (City), a municipal corporation (collectively the Parties). This Contract is authorized under Texas Government Code Chapter 791 and 25 Texas Administrative Code Chapter 157.

#### I. CONTRACTING PARTIES

The Receiving Agency: Department of Public Safety of the State of Texas

The Performing Agency: The City of Austin, through its Office of the Chief Medical Officer

#### II. STATEMENT OF SERVICES TO BE PERFORMED

DPS is responsible for ensuring the safety and well-being of its employees and the citizens and visitors of the State of Texas. DPS desires to contract with the City such that the City, through its Office of the Chief Medical Officer (OCMO), will provide Emergency Medical Services (EMS) medical direction and oversight for all statewide DPS divisions, programs, units, and personnel, regardless of DPS internal organizational assignment or alignment, as required by state law; to include but not limited to: the Advanced Life Support, First Responder Organization (FRO) license, all EMS Education Program(s), all EMS certified personnel employed by DPS, and any/all other functions of the DPS Joint Medical Operations (JMO) program.

#### III. CITY'S RESPONSIBILITIES AND OBLIGATIONS

1. The City will provide services of a Chief Medical Officer and Medical Director(s) and the associated responsibilities required for medical direction via OCMO to DPS, in accordance with 25 TAC §197.3 regarding Off-Line Medical Direction of EMS programs.
2. The City will provide services of a Chief Medical Officer (CMO) and Medical Director(s) and the associated responsibilities required for medical direction via OCMO to DPS, in accordance with 25 TAC §197.4 regarding On-Line Medical Direction of EMS programs.
3. The City will provide services of a Chief Medical Officer (CMO) and Medical Director(s) and the associated responsibilities required for medical direction via OCMO to DPS, in accordance with §6141 of the Omnibus Budget Reconciliation Act of 1989, Public Law 101-239 regarding Clinical Laboratory Improvement Amendments (CLIA) certification.
4. The City, through OCMO, will provide consultative services for developing, overseeing, and implementing State regulatory and administrative policies and procedures regarding State of Texas licensure as an Advance Life Support FRO.
5. The City, through OCMO, will provide its review of DPS JMO policies and procedures to ensure appropriate skill sets for job applicants, oversight of medical training of DPS

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employees, and oversight of credentialing and continuing education requirements for DPS employees where required for their job role.

6. The City, through OCMO, upon request, will provide consulting for other medical-related policies for DPS, including employee health-related policies.
7. The City, through OCMO, will have the sole authority for medical credentialing of DPS JMO personnel following recommendations from DPS JMO attesting to the individual's preparedness for entering the program as Texas Department of State Health Services (TDSHS) certified EMS personnel.
8. The City, through OCMO, will allow DPS JMO personnel to attend, at no charge, live/synchronous or asynchronous continuing education (C.E.) sessions offered by OCMO at sites other than DPS, including distributive/remote electronic options. These sessions may be scheduled throughout the term of the Contract. If DPS JMO personnel complete a C.E. session provided by OCMO for and at the site of an entity other than DPS, the City will award C.E. credit to the DPS JMO personnel who so completed.
9. The City, through OCMO, may designate certain C.E. as Mandatory or Emergent. If so designated, C.E. hours will be provided at no charge to DPS. DPS will participate fully in completing the C.E. within the time frame designated by OCMO.
10. The City, through OCMO, will provide opportunities for DPS JMO personnel, including candidates, to participate in clinical field shifts with City personnel in a variety of City-owned and operated emergency response vehicles, subject to scheduling and approval.
11. The City, through OCMO, will provide support and oversight for non-TDSHS-certified (layperson) DPS personnel to perform emergency lifesaving first aid via Cardio-Pulmonary Resuscitation and Automated External Defibrillator use (CPR/AED), Naloxone and other approved antidote kits use, Stop the Bleed, and Tactical Emergency Casualty Care (TECC).
12. The City, through OCMO, will work with DPS JMO to develop, implement, and maintain an agency-wide Continuous Quality Improvement (CQI) program for clinical quality assurance and both system clinical operations and provider performance improvement in accordance with 25 TAC §157.14. OCMO agrees to the development and execution of all necessary policies and procedures for the exchange of confidential patient care information in support of this program. OCMO further agrees to assist in development and implementation of error reporting guidelines included in the program.
13. The City, through OCMO, will assist DPS JMO with obtaining patient outcome information, including EMS patient care reports and hospital discharge data, from any healthcare provider licensed by the State involved in the continuum of care for individuals who were treated by DPS personnel, in accordance with the CQI program.
14. The City, through OCMO, will assist DPS JMO with data analytics, data visualization, and data mapping related to the healthcare data collected by DPS personnel, in accordance with the CQI program.

15. The City, through OCMO, upon request, will provide direct physician level patient care and direct supervision of DPS JMO personnel.
16. The City, through OCMO, as available, will support the provision of physician medical director response to specific requests, including outside Travis County, in a City vehicle.
17. The City, through OCMO, will provide on-site EMS physician services to DPS JMO for a period of, on average, 1.5 days per week. The services may include face-to-face medical continuing education, training on new medical techniques, field response, and other specific requests by DPS JMO.
18. The City, through OCMO, may provide Physician or Advanced Practice Provider services to DPS employees for the initial evaluation and treatment of illness or injury.
19. The City, through OCMO, will provide Physician or Advanced Practice Provider services as needed to support DPS Recruit Academy training, including the evaluation of ill or injured trainees who are referred by DPS JMO personnel via in-person or telehealth consults. This may include initial evaluation and treatment as well as referral for further evaluation when indicated.
20. The City, through OCMO, will provide Physician services as needed for initial medical screening and emergency evaluation and treatment of candidates and DPS personnel involved in Special Operations Group selection, Tactical Marine Unit selection, Dive Team physicals, and other specialized unit selection and screening needs as available.
21. The City, through OCMO, may, but is not obligated, to participate in special training and provide support to special assignments as requested by a DPS department director or his or her designee and if approved by OCMO.

#### **IV. DPS'S RESPONSIBILITIES AND OBLIGATIONS**

1. DPS will ensure that the Chief Medical Officer (CMO) maintains a direct reporting relationship at the level of Lieutenant Colonel or higher to protect the independent practice of medicine.
2. DPS will transition the structure of the current Operational Medicine Unit (OMU) into a Joint Medical Operations (JMO) program that maintains a direct reporting relationship preferentially at the level of Lieutenant Colonel or higher, or at a minimum, the level of Division Chief, in order to better integrate the JMO reporting relationship with the CMO, and to ensure the effective medical oversight of all department-wide administrative, logistical, planning, and operational functions, including but not limited to the medical operational oversight of DPS personnel assigned to Aviation Operations Division (AOD), Criminal Investigations Division (CID), Executive Protection Bureau (EPB), Texas Highway Patrol (THP), Texas Ranger Division (TRD), Training Operations Division (TOD), Tactical Marine Unit (TMU), and Special Operations Group (SOG).
3. DPS will appoint a senior leader for JMO that meets the requirements of an EMS/FRO Administrator of Record as defined by 25 TAC §157.11.

4. DPS, through JMO, will provide operational medical oversight and facilitate training and equipment acquisition for non-TDSHS-certified (layperson) DPS personnel to perform emergency lifesaving first aid via Cardio-Pulmonary Resuscitation and Automated External Defibrillator use (CPR/AED), Naloxone use, Stop the Bleed, and Tactical Emergency Casualty Care (TECC).
5. DPS, through JMO, is responsible for obtaining and maintaining a TDSHS Advance Life Support FRO license number for providing statewide prehospital emergency medical care in accordance with 25 TAC §157.14.
6. DPS, through JMO, is responsible for obtaining and maintaining a TDSHS EMS CE license number for providing statewide C.E. to DPS JMO personnel in accordance with 25 TAC §157.38.
7. DPS, through JMO, is responsible for obtaining and maintaining a United States Drug Enforcement Administration (DEA) registration certificate for the purchase, storage, and use of Controlled Substances as prescribed by OCMO during the course of statewide patient care in accordance with 21 CFR §1301.
8. DPS, through JMO, is responsible for obtaining and maintaining CLIA certification for providing statewide mobile diagnostic laboratory testing in accordance with Pub.L. 101-239 §6141.
9. DPS, through JMO, will author and maintain the DPS-specific Clinical Operating Guidelines and will submit to OCMO for approval prior to any changes or implementation.
10. DPS, through JMO, will ensure that credentialed provider patient care is performed following the Clinical Operating Guidelines approved by OCMO.
11. DPS, through JMO, will ensure that only personnel currently certified or licensed by TDSHS and credentialed by OCMO perform patient care above the level of departmental layperson training.
12. DPS, through JMO, will ensure that the specific level of TDSHS certification or licensure of individuals involved in patient care above the level of departmental layperson training is, at a minimum, an Emergency Care Attendant. The level of care provided by each individual will be determined by the credentialing requirements within the Clinical Operating Guidelines approved by OCMO. OCMO has the responsibility and authority to determine the credentials of all individuals providing care under its direction.
13. DPS, through JMO, will ensure that all credentialed personnel are identified by at least the following:
  - a. Agency affiliation;
  - b. Name of Individual; and
  - c. Level of credential.

System Credentialing Badges with a photograph and information contained in (a)-(c) will be available for display by DPS JMO personnel providing direct patient care/procedures that require Medical Direction as defined by the Clinical Operating Guidelines.

14. DPS, through JMO, will ensure that credentialed personnel respond according to the established response procedures defined within their response plan for FRO licensure.
15. DPS, through JMO, will ensure that all credentialed personnel maintain the equipment, supplies, and medications defined in the Minimum Equipment List included in the Clinical Operating Guidelines.
16. DPS, through JMO, will facilitate the acquisition of all medical equipment and supplies used in patient treatment unless provided for in other agreements. DPS is responsible for the acquisition and maintenance of its own equipment and supplies.
17. DPS, through JMO, will maintain an electronic Patient Care Reporting (ePCR) system that complies with TDSHS regulations, meets National EMS Information System (NEMSIS) requirements, includes a minimum data set designated by OCMO, and is Health Information Portability and Accountability Act (HIPAA) compliant. ePCR will be accessible by designated OCMO personnel for privileged and confidential CQI purposes. ePCR records must be maintained for a minimum of 5 years and in accordance with state and federal law.
18. DPS, through JMO, will work with OCMO to develop, implement, and maintain an agency-wide CQI program in accordance with 25 TAC §157.14. DPS agrees to the development and execution of all necessary policies and procedures for the exchange of confidential patient care information in support of this program. DPS further agrees to develop and implement error reporting guidelines included in the program. Failure (individually or organizationally) to participate in the CQI process may result in the suspension of credentials to practice.
19. DPS, through JMO, will ensure appropriate personnel assist in planning, and participate and engage in training exercises as determined by OCMO.
20. DPS, through JMO, will provide any specialized training and equipment for the physician medical directors to provide appropriate support for an assigned task.
21. All DPS personnel and organizational entities will comply with all HIPAA regulations and other Patient Confidentiality requirements.
22. DPS will report any arrests of any JMO personnel involving alcohol, drugs, or a felony (specifically as it relates to 25 TAC §157.36 and §157.37 – TDSHS Rules) directly to OCMO within three business days after the arrest is made. Failure to do so may result in immediate suspension of the provider. Reporting the event to TDSHS is the responsibility of the individual provider and must occur in accordance with the specified rules and regulations for certification/licensure.
23. DPS agrees that this Contract will establish OCMO as the sole source provider to DPS for any/all physician services and EMS medical direction/oversight functions listed in any/all sections and subsections herein.

## **V. CONTRACT AMOUNT:**

For and in consideration of the services to be rendered by the City pursuant to this Agreement during each of the Fiscal Years that begin on September 1st and end on August 31st, with a 3% annualized increase, DPS shall reimburse City amounts not to exceed the following:

September 1, 2023 - August 31, 2024 – \$204,647.00

September 1, 2024 - August 31, 2025 – \$210,786.41

September 1, 2025 - August 31, 2026 – \$217,110.00

September 1, 2026 – August 31, 2027 – \$223,623.30

September 1, 2027 – August 31, 2028 – \$230,332.00

September 1, 2028 – August 31, 2029 – \$237,241.96

September 1, 2029 – August 31, 2030 – \$244,359.22

September 1, 2030 – August 31, 2031 – \$251,690.00

Total Contract Value: \$1,819,789.89

Services provided: Direct, in-person, physician medical director services, physician response service at the request of DPS. Funding for capital equipment needs to meet the terms of this interlocal Agreement, infection prevention consultation, travel and associated cost, administrative and regulatory consultation for licensing. Excluded are services related to non-clinical program administration and personnel oversight.

## **VI. PAYMENT FOR SERVICES:**

Each Party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

## **VII. INVOICING:**

Payments for service performed will be billed: Monthly

### **INVOICES WILL BE SENT TO:**

Department of Public Safety

Accounts Payable

P.O. Box 4087

Austin, Texas 78773

[apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov)

### **WITH A COPY TO:**

Department of Public Safety

Joint Medical Operations - TOD

ATTN: Wren Nealy

5805 North Lamar Blvd. Bldg. C

Austin, Texas 78773-0220

[wrendell.nealy@dps.texas.gov](mailto:wrendell.nealy@dps.texas.gov)

Invoices will be for professional services rendered that include a list of services OCMO provides under the terms of the Contract. Due to the variability in services rendered, there will not be an itemized detail of the work provided.

#### **VIII. CONTRACT ADMINISTRATION:**

##### OCMO Contract Point of Contact

William Leggio, Chief of Staff  
Office of the Chief Medical Officer  
4201 Ed Bluestein Blvd. Suite S2505  
Austin, TX 78721  
(512) 978-0000  
[william.leggio@austintexas.gov](mailto:william.leggio@austintexas.gov)

##### DPS Contract Point of Contact

Wren Nealy, Senior Manager  
Joint Medical Operations - TOD  
Department of Public Safety  
5805 North Lamar Blvd. Bldg. C  
Austin, Texas 78752  
(512) 424-5903  
[wrendell.nealy@dps.texas.gov](mailto:wrendell.nealy@dps.texas.gov)

#### **IX. TERM OF CONTRACT:**

The initial term of this Contract is five (5) years, starting September 1, 2023, thru August 31, 2028. The Contract will automatically renew on September 01, 2028, for three (3) additional consecutive one (1) year terms and terminate on August 31, 2031.

#### **X. NOTICES:**

Requirements. Except as otherwise specifically noted, any notice required or permitted to be given under this Agreement by one Party to another must be in writing and will be given and deemed to have been given immediately if delivered in person to the address in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified below.

The address of DPS for all purposes under this Contract and for all notices:

Department of Public Safety  
Joint Medical Operations - TOD  
5805 North Lamar Blvd. Bldg. C  
Austin, Texas 78752  
[wrendell.nealy@dps.texas.gov](mailto:wrendell.nealy@dps.texas.gov)

The address of the City for all purposes under this Contract and for all notices:

City Manager  
P.O. Box 1088  
Austin, Texas 78767

**XI. GENERAL TERMS AND CONDITIONS:**

1. **Amendments.** This Contract may only be amended by mutual Agreement of the parties.
2. **Liability.** Parties are not liable to the other Parties for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of their own officials or employees. For any claims, damages, or attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of Parties' employees in relation to their respective obligations in this Agreement, if all Parties are liable, the Parties will be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of each Party as determined by the court adjudicating the matter or as agreed in any settlement.
3. **Public Disclosure.** Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the Public Information Act).
4. **Termination.** Either Party may terminate this Agreement upon 30 days written notice.

The parties certify that (1) the Contract is authorized by the governing body of each Party; (2) the purpose, terms, rights, and duties of the parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying Party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**For the City of Austin:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Bruce Mills  
Title: Interim Assistant City Manager

**For the Department of Public Safety of the State of Texas:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Steven C. McCraw  
Title: Director