

Emergency Session

Commissioner' Court

April 3, 2001 10:00 A.M.

Members of the Court present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Gene Nethery	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order.

Agenda item #1-Take Action—Various EMS Matters

Commissioner Clark moved to approve the agreement between Sabine County and Medical Director of Emergency Medical Services, Dr. Michael Neal and the order authorizing the County Judge to execute the agreement.

Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy.

Commissioner Dickerson moved to approve the letter to Mr. Brett Hart with the Department of Health concerning Sabine County being the 911 EMS provider with back up service. Commissioner Nethery seconded. All voted for. Motion carried. See attached copy.

Commissioner Nethery said as part of the licensing process, we have to certify to the Department of Health either by bond or by self insuring that we will reimburse the subscription fee should our ambulance service fail.

Commissioner Clark moved to approve the certification by letter to the Department of Health that we choose to self-insure for our subscribers to the ambulance service. Commissioner Smith seconded. All voted for. Motion carried.

Commissioner Smith moved to approve the letter to Brett Hart with the Department of Health concerning the Membership Program. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy.

Commissioner Nethery moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

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Jack Luth COUNTY JUDGE

Keith Clark COMMISSIONER PCT. #1

Lynn Smith COMMISSIONER PCT. #2

Doyle Dickerson COMMISSIONER PCT. #3

P. G. Gentry COMMISSIONER PCT. #4

ATTEST:

Janice McDaniel COUNTY CLERK

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STATE OF TEXAS §

COUNTY OF SABINE COUNTY §

**AGREEMENT BETWEEN SABINE COUNTY AND MEDICAL DIRECTOR OF
EMERGENCY MEDICAL SERVICES**

This Agreement is entered into on this the 3 day of April, 2001, by and between Sabine County (hereinafter referred to as "County") and Michael Neal, M.D. (hereinafter referred to as "Medical Director")

I.

Michael Neal, M.D., hereby contracts with the County to serve as Medical Director of Sabine County Emergency Medical Services for the term stated below. His duties as Medical Director shall include, but not be limited to, prescribing medications and supplies to the Emergency Medical Services, authorizing and approving protocols and standing orders for the Emergency Medical Service personnel and providing continuing education to the Emergency Medical Service.

II.

The service provided by Dr. Neal is exempt from the competitive bidding requirements pursuant to §262.024(a)(4), Texas Local Code.

III.

Throughout the term of this Agreement, Medical Director must maintain an unrestricted license to practice medicine in the State of Texas, duly registered in Sabine County. He must also maintain state and federal licenses to prescribe all classes of controlled drugs except Schedule I drugs.

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IV.

Medical Director, shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of the Medical Director for the Emergency Medical Services of the County under the terms of this agreement. Such time shall be will be at the discretion of the Medical Director. It is understood that Medical Director will continue to engage in private medical practice when not performing duties under this Agreement.

V.

The terms of this agreement shall commence on April 1, 2001, and end March, 200 ~~4~~, or upon thirty (30) days written notice from either party.

VI.

Throughout the term of this agreement, the County shall provide a liability policy including the Medical Director for Emergency Medical Services. This policy shall remain in force at all times and for any future policies. The policy shall have a minimum limit, Five hundred thousand and No/100 Dollars (\$500,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) annual aggregate amount.

VII.

In consideration for rendering the services of Medical Director under the terms of this agreement, the County shall compensate at the rate of Ten Dollars (\$10.00) an other considerations per year, payable on the first County pay period of the year.

VIII.

It is agreed by the parties that all times and for all purposes hereunder, Medical Director is an independent contractor and not an employee of the county. No statement contained in this agreement shall be construed as to find Medical Director and employee of the County, and Medical Director shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be state herein.

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IX.

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting medical Director (including its officers, employees, and agents) the agent, representative or employee of the County for any purpose or in any manner whatsoever Medical Director, is to be and shall remain an independent contractor with respect to all services performed under this agreement.

X.

This agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Sabine County, Texas.

By:

Jack Leath

Jack Leath, County Judge

April 3, 2001

Date:

ATTEST:

Janice McDaniel
Janice McDaniel, County Clerk

MEDICAL DIRECTOR

By:

Michael Neal

Michael Neal, M.D.

April 3, 2001

Date:

III 349

THE STATE OF TEXAS §

COUNTY OF SABINE §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
WITH MEDICAL DIRECTOR FOR EMERGENCY MEDICAL SERVICE.**

On this the 3 day of April, 2001, the Commissioners' court of Sabine County, Texas, upon motion of Commissioner Keith Clark seconded by commissioner Doyle Dickerson, duly put and carried;

IT IS ORDERED that the Sabine County Judge Jack Leath execute the Agreement with Michael Neal, M.D. as Medical Director for EMS. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

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EMERGENCY MEDICAL SERVICES

STATEMENT OF MEDICAL DIRECTION/SUPERVISION OF PREHOSPITAL CARE

The purpose of this document is to provide verification of medical direction and supervision of prehospital care delivered by certified Emergency Medical Services (EMS) personnel as required by Chapter 773 of the Health and Safety Code (Emergency Medical Services) and by Chapter 197 (Emergency Medical Services), Article 4495b, V.A.C.S. (Medical Practices Act).

I affirm that I am – (1) a physician licensed to practice medicine in the State of Texas; (2) familiar with the operation of EMS systems; (3) experienced in prehospital emergency care of acutely ill or injured patients; (4) actively involved in the emergency management of acutely ill and /or injured patients, in the training and /or continuing education of the EMS personnel under my supervision at their level of certification in the medical audit review and critique of the EMS personnel performance and in the administrative processes affecting the delivery of emergency prehospital care; (5) knowledgeable about local multi-casualty plans; (6) familiar with dispatch and communications operations of prehospital emergency units; and (7) knowledgeable about laws and regulations affecting local, regional, and state EMS operations.

I understand that, as medical director, I will:

- (1) approve the level of prehospital care which may be rendered locally by each of the EMS personnel under my supervision;
- (2) establish and monitor compliance with field performance guidelines for EMS personnel
- (3) establish and monitor compliance with training guidelines which meet or exceed Texas Department of Health EMS certification regulations;
- (4) develop, implement, and revise protocols and/or standing delegation orders;
- (5) direct an effective system audit and quality assurance program;
- (6) make formal recommendations on medically related aspects of EMS operations
- (7) function as the primary liaison between the EMS administration and the local medical community;
- (8) take or recommend appropriate remedial or corrective measures for EMS personnel;
- (9) suspend a certified EMS individual from medical care duties for due cause;
- (10) establish the circumstances under which a patient might not be transported or may be transported against his or her will;
- (11) establish criteria for selection of a patient's destination; and
- (12) develop and implement a comprehensive mechanism for management of patient care

I agree to assume the authority and the responsibility of the Medical Director for Sabine County EMS for the period of April 1, 2001 until March 31, 2004.

Michael Neal, M.D.
Michael Neal, M.D.

4/3/01
Date

On behalf of Sabine County EMS, I accept the authority and the responsibility of the Medical Director.

Jack Leath
Judge Jack Leath

4-3-01
Date:

Michael Neal, M.D.
PO box 1948
Hemphill, TX 75948

Sabine County
PO. Box 597
Hemphill, TX 75948

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County of Sabine

P.O. Box 720
Hemphill, Texas 75848

April 3, 2000

Jack H. Leath, County Judge

Commissioners

Keith Clark	Precinct #1
Lynn Smith	Precinct #2
Doyle Dickerson	Precinct #3
Gene Nethery	Precinct #4

Texas Department of Health
Mr. Brett Hart
Program Administrator
Emergency Medical Services
1517 West Front Street
Tyler, Tx 75702-7854

Dear Mr. Hart,

Sabine County EMS is the only Ambulance provider for Sabine County. Sabine County EMS is being provided with back up service by Goldstar and East Texas Ambulance Service. Sabine County EMS is a 911 provider.

Sincerely,

Jack Leath
Sabine County Judge

JL/cms

~~TT 352~~

PHONE (409) 787-3543

FAX (409) 787-2044

Jack H. Leath, County Judge

Commissioners

Keith Clark	Precinct #1
Lynn Smith	Precinct #2
Doyle Dickerson	Precinct #3
Gene Nethery	Precinct #4

County of Sabine

P.O. Box 720
Hemphill, Texas 75848

April 2, 2001

Texas Department of Health
Brett Hart
Program Administrator
Emergency Medical Services
1517 West Front Street
Tyler, Texas 75702-7854

COPY

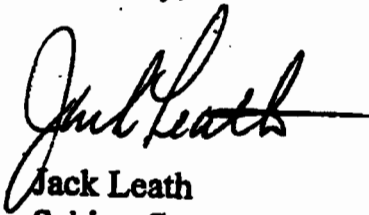
RE: Subscription Program

Dear Brett Hart,

Sabine County Emergency Medical Services is currently introducing our Membership Program to the citizens of Sabine County, Texas.

As County Judge, I hereby authorize the sale of Memberships to the residents of Sabine County, Texas.

Sincerely,



Jack Leath
Sabine County Judge

/CMS

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PHONE (409) 787-3543

FAX (409) 787-2044

The State Of Texas
County Of Sabine

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONER COURT MINUTES OF SABINE
COUNTY, TEXAS.

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JANICE MEDANTEL COUNTY CLERK

BY April Simmons
Deputy



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