

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Fire Department

AGENDA DATE: July 16, 2024

PUBLIC HEARING DATE: n/a

CONTACT PERSON NAME AND PHONE NUMBER: Chief Jonathan P. Killings, (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 Increase public safety operational efficiency

SUBJECT:

That the City Manager, be authorized to sign an Independent Contractor Agreement (the "Agreement") between the City of El Paso, Texas ("City of El Paso") and Dr. Russell N. Baker for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).

BACKGROUND / DISCUSSION:

The El Paso Fire Department provides basic and advanced life support service for the citizens of El Paso; and the state-of-the art delivery of basic and advanced life support by Texas State Certified Paramedics and Emergency Medical Technicians (EMTs) requires intravenous administration of emergency resuscitative drugs, the performance of sophisticated technical emergency and basic life support procedures, as well as intravenous catheterizations, electrical defibrillations and other invasive procedures. Texas Health and Safety Code Title 9, Subtitle B, Chapter 773, Emergency Medical Services, Subchapter A, Section 773.007 states that the provision of advanced life support must be under medical supervision and a licensed physician's control, and that the provision of basic life support may be under medical supervision and a licensed physician's control. Contractor is a physician capable of performing the duties of the Medical Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director." Contractor has been appointed as the Medical Director by the Fire Chief of the El Paso Fire Department, and it is necessary and appropriate for the City to enter into this Agreement with Contractor to set the compensation and establish such other necessary and appropriate provisions for the Contractor's services during the term of this Agreement.

The contractor was provided a Disclosure of Campaign contributions and donations form.

PRIOR COUNCIL ACTION: August 31, 2021

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the City of El Paso Public Safety Departments provide basic and advanced life support service for the citizens of El Paso; and

WHEREAS, the Texas Health and Safety Code Section 773.007 states that the provision of advanced life support must be under medical supervision and a licensed physician's control, and that the provision of basic life support may be under medical supervision and a licensed physician's control; and

WHEREAS, Dr. Russell A. Baker (“Dr. Baker”), is a physician capable of performing the duties of the Medical Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director."; and

WHEREAS, Dr. Baker has been appointed as the Medical Director by the Fire Chief of the El Paso Fire Department; and

WHEREAS, City Council also seeks to receive Medical Director services from Dr. Baker from September 1, 2024, and ending on August 31, 2026.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, be authorized to sign an Independent Contractor Agreement (the “Agreement”) between the City of El Paso, Texas (“City of El Paso”) and **Dr. Russell N. Baker** for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from

September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser, Mayor

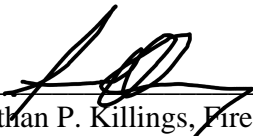
Laura Prine, City Clerk

APPROVED AS TO FORM:

Karla Saenz

Karla Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Fire Chief
El Paso Fire Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this ____ of July, 2024, between the **CITY OF EL PASO**, (the "City") and Dr. Russell A. Baker (the "Contractor".)

WITNESSETH:

WHEREAS, the El Paso Fire Department provides basic and advanced life support service for the citizens of El Paso; and

WHEREAS, the state-of-the art delivery of basic and advanced life support by Texas State Certified Paramedics and Emergency Medical Technicians (EMTs) requires intravenous administration of emergency resuscitative drugs, the performance of sophisticated technical emergency and basic life support procedures, as well as intravenous catheterizations, electrical defibrillations and other invasive procedures; and

WHEREAS, Texas Health and Safety Code Title 9, Subtitle B, Chapter 773, Emergency Medical Services, Subchapter A, Section 773.007 states that the provision of advanced life support must be under medical supervision and a licensed physician's control, and that the provision of basic life support may be under medical supervision and a licensed physician's control; and

WHEREAS, Contractor is a physician capable of performing the duties of the Medical Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director."; and

WHEREAS, Contractor has been appointed as the Medical Director by the Fire Chief of the El Paso Fire Department; and

WHEREAS, it is necessary and appropriate for the City to enter into this Agreement with Contractor to set the compensation and establish such other necessary and appropriate provisions for the Contractor's services during the term of this Agreement.

NOW, THEREFORE, the City and Contractor do hereby mutually agree as follows:

1. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR:** Contractor will provide medical consulting, training and advisory services to the City of El Paso Public Safety Departments and shall be directly responsible to the Chief of the El Paso Fire Department for the performance of services specified herein in the terms of this contract.

2. **TERM OF CONTRACT:** The term of this Agreement shall be valid commencing September 1, 2024, and ending on August 31, 2026, with the City Manager having the authority to administratively extend the Agreement for an additional twelve-month period without the need to seek Council approval, by giving written notice to the Contractor not less than thirty (30) days prior to the date upon which this Agreement would otherwise terminate. Written notice shall be provided as set forth in this contract.

3. **SCOPE OF SERVICES:** Contractor shall provide the services outlined in the attached scope of duties and job specification. Contractor shall coordinate at reasonable times with the Deputy Chief of the El Paso Fire Department Community Health Division on all issues relating to the provision of medical services being provided by the City of El Paso.

4. **COMPENSATION AND METHOD OF PAYMENT:** Contractor shall be compensated in the amount of SEVEN THOUSAND DOLLARS AND NO/100 (\$7,000) per month, during the term of the Agreement, including any extension. The combined total compensation amount for the initial two-year term of this Agreement, excluding any extension, shall not exceed a total of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000). If the Agreement is extended, Contractor's total compensation amount for the extension period term shall not exceed a total of EIGHTY-FOUR THOUSAND DOLLARS AND NO/100 (\$84,000). This is a part-time position and is not exclusive. The City will not pay any fringe benefits.

Contractor understands that as an independent contractor, taxes will not be withheld from the Contractor's payment, and consequently Contractor assumes all liability for payment of taxes on his earnings.

5. LOCATION OF PERFORMANCE: The place where such services are to be performed is the City of El Paso, State of Texas, or as otherwise necessary in conjunction with the performance of Contractor's statutorily required duties.

6. OWNERSHIP OF DOCUMENTS: All documents developed by Contractor under this Agreement shall be delivered to the City by said Contractor upon completion of the services required pursuant to paragraph 3 hereof and shall become the property of the City, without restriction or limitation on its use. Contractor agrees that all documents maintained and generated pursuant to this contractual relationship between the City and Contractor shall be subject to all provisions of the Texas Public Records Act. It is further understood by and between the parties that any information, writings, maps, contract documents, reports or any other matter whatsoever which is given by the City to Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by Contractor for any other purposes whatsoever without the written consent of the City.

7. AUDIT RIGHTS: The City reserves the right to audit the records of Contractor, relating to this Agreement, at any time during the performance of this Agreement and for a period of one (1) year after final payment is made under this Agreement. Such audit shall be conducted at such time and in such matter so as to cause the least amount of disruption to Contractor's normal business activities.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein shall be construed as creating the relationship of employer and employee between the parties. Neither the

City nor its agent the El Paso Fire Department shall be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract, unless otherwise herein authorized.

9. PROOF OF LAWFUL WORK STATUS: Contractor agrees to comply with the Immigration Reform and Control Act. The parties agree that all necessary forms or documents including Form I-9 for the purpose of providing proof of United States citizenship of Contractor's lawful residency and work status will be provided to the City at the time that this Agreement is executed.

10. INSURANCE: Contractor agrees to carry his own professional liability insurance and to provide proof of such insurance to the El Paso Fire Department prior to commencement of his services as Medical Director. The City agrees to provide up to TWELVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$12,000) per year towards such insurance coverage. Contractor agrees to invoice the City for such amount yearly. The policy shall list the City of El Paso, as an additional insured. Said professional liability insurance policy limits shall be in accordance with the accepted standards of the local medical community, but in no event, less than in an amount of ONE MILLION DOLLARS AND NO/100 DOLLARS (\$1,000,000) combined single limit for injury or death to one or more persons, whichever amount is greater. Contractor will be responsible for the tail end coverage.

Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. Contractor shall file a copy of the policy binder and a certificate of insurance with the City within ten (10) days of execution of this Agreement. Such policy or certificate shall provide that the insurance cannot be canceled and that the amount of coverage cannot be decreased without thirty (30) days prior written notice to the City.

11. INDEMNIFICATION: As a condition of the granting of this Agreement, the Contractor will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR CONTRACTOR'S SERVICES AS MEDICAL DIRECTOR ONLY TO THE EXTENT COVERED BY CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE POLICY. Without modifying the Contractor's obligation to preserve and assert any defense available to the City, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

12. LAW GOVERNING CONTRACT: For purposes of determining the place of the Agreement and the law governing the same, it is agreed that this Agreement is entered into in the City of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

13. TERMINATION: The City retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to

City. In that event, notice of termination of this Agreement shall be in writing to Contractor, who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay Contractor an amount in excess of the total sum provided by this Agreement. It is hereby understood by and between the City and Contractor that any payment made herein to Contractor shall be made only if said Contractor is not in default under the terms of this Agreement. If Contractor is in default, the City shall first deliver written notice of such default to Contractor. Contractor shall have a period of thirty (30) days within which to cure such default or if such cure cannot be completed within such period, Contractor shall have a reasonable period within which to commence and complete such cure before Contractor is determined to be in default. Contractor may terminate this agreement, without cause, within thirty (30) days prior written notice.

14. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and for change in regulations. In such event, Contractor shall be entitled to terminate this Agreement immediately upon written notice to the City.

15. NOTICES: Notices required herein shall be either hand-delivered or mailed, postage pre-paid, to the following addresses:

CITY: City of El Paso
El Paso Fire Department
Attn: Chief Jonathan P. Killings
416 N. Stanton, Suite 200
El Paso, Texas 79901

CONTRACTOR: Dr. Russell A. Baker
4801 Alberta, B3200
El Paso, Texas 79905

16. ENTIRE AGREEMENT: This Agreement constitutes and expresses entire agreement between the parties in reference to the services of the Contractor for the City of El Paso, and to any of the matters herein provided for, or hereinbefore discussed or mentioned in reference to the hiring of such services, all promises, representations and understandings relative thereto herein being merged.

APPROVED this _____ day of _____, 2024.

CITY OF EL PASO

Cary Westin
Interim City Manager


Dr. Russell A. Baker

APPROVED AS TO FORM:

Karla Saenz

Karla Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Fire Chief
El Paso Fire Department



City of El Paso Medical Director

CLASS CODE U9701

ESTABLISHED DATE May 02, 2010

REVISION DATE September 10, 2023

Minimum Qualifications

Education and Experience: Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine or Doctor of Osteopathic Medicine degree. Must be a physician licensed in the State of Texas and be familiar with the Medical Practice Act and the Texas Medical Board rules regarding Emergency Medical Service (EMS) at Title 22 of the Texas Administrative Code (TAC), Chapter 197, with the Department of State Health Services, EMS statute at Chapter 773 of the Texas Health and Safety Code, and with EMS rules at Title 25 TAC, Chapter 157. Must have experience in the evaluation and management of acutely ill and injured patients in the out-of-hospital environment.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent from another state.

General Purpose

Responsible for clinical oversight of pre-hospital treatment rendered by the City of El Paso Emergency Medical Services System and public safety personnel currently practicing under the physician license of the Medical Director. Responsible for performing professional level work in planning and training activities and programs with health and medical components; providing direction for fire service medical issues; providing medical consultation to major support functions; and providing on-scene medical oversight and patient care on selected incidents.

Typical Duties

In consultation with the Fire Chief or his designee, provides medical oversight and expertise to EMS Operations, to include providing medical oversight and information to planning and operations personnel.

Responsible for all aspects of patient care to ensure maintenance of accepted standards of EMS medicine practice. This includes credentialing of certified and licensed emergency medical technicians and nurses employed by City of El Paso Public Safety departments, as well as the responsibility to recommend suspension or local decertification of any City of El Paso Public Safety Personnel and report the incident to the Texas Department of State Health Services. Define scope of responsibility to credentialed emergency medical technicians and nurses and provide policy and procedures authority for control of medical services provided at the scene of a medical emergency.

Assist the Fire Chief or his designee on all training topics with EMS, medical and health components; provides medical oversight and assists Nurse/Educators with EMS education curriculum development; provides direct EMS classroom and skills instruction and indirect education and briefings.

Provide medical oversight and expertise to Continuous Quality Improvement (CQI) programs by reviewing and analyzing EMS effectiveness, system trends, and needs in an effort to ensure EMS system excellence; develop and

assist in the formulation of policies and procedures; and participate in call reviews with nurse/educators, firefighter/paramedics, and firefighter/Emergency Medical Technicians (EMT); Police/EMTs, Police/Paramedics assist in problem solving in field clinical decision making. Conduct system audits and quality assurance of programs. Develop, implement, and monitor management of patient care, incidents of complaints, and deviations from established protocols.

Assists Fire Chief or his designee with decisions involving risk assessment, post exposure prophylaxis and treatment of occupational infectious disease exposures; assists Risk Management/Safety Officer with medical and health components of Occupational Safety and Health Administration,(OSHA) Respiratory Protection Standard; provides input to Safety Committee with regard to firefighter safety and health issues.

Provides guidance and information to the Hazardous Materials Response Team and Special Operations Division on issues of environmental and clinical toxicology in administration, planning, training and operations.

Serves as a liaison with medical directors and administrators of the City Health Department, EMS providers, base hospitals, regional trauma centers, paramedic receiving hospitals, acute care facilities, paramedic training institutions and professional medical groups; attends EMS administrative and oversight committee meetings. Serves as a liaison with various local, regional, state and national medical communities regarding emergency medical service system by reviewing and responding to community needs.

Assists Communications/911District on Emergency Medical Dispatch (EMD) training, education and CQI; is liaison with Communications/911District administration on issues of medical dispatch strategies and pre-arrival instructions.

Assists Public Information Officer (PIO) as a technical specialist on emergency services medical and health issues.

Please Note:

The above duties are intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department. The Medical Director must meet requirements of the Texas Administrative Code, Title 22, Part 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director."

Knowledge, Skills, and Abilities

- Application of considerable knowledge of the principles and practices of pre-hospital care.
- Application of considerable knowledge of the practices and principals of leadership, management and supervision.
- Application of considerable knowledge of Incident Command practices and principals.
- Application of some knowledge of City of El Paso, local, state and federal laws pertaining to pre hospital care
- Application of some knowledge of City of El Paso inter local agreements.
- Application of some knowledge of City of El Paso EMS Clinical Practice System Standards of Care and System Credentialing process.

- Application of some knowledge of radio and personal communications equipment use and application.
- Knowledge of computer aided dispatch systems, their use and application.
- Skill in establishing and maintaining good working relationships with support agencies.
- Skill in the application of training, supervisory and management practices.
- Skill in technical writing.
- Skill in operations forecasting and grand strategy design and implementation.
- Skill in communicating effectively with various customers including patients, EMS personnel, City of El Paso boards and commissions, executives, managers, personnel, and general public.
- Skill in establishing and maintaining effective working relationships with patients, EMS personnel, City of El Paso boards and commissions, executives, managers, personnel, and general public.
- Ability to handle conflicts and provide resolutions

Classification Status

(HR 05/03/2010), (HR 10/18/10), (HR 5/11/2021), (HR 07/09/2021), (HR 09/10/23)