MEDICAL DIRECTOR CONTRACT

THIS AGREEMENT ("Agreement") is made and entered into this 27 day of October, 2015, by and between Michael McGahan M.D., ("Director") and THE CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation ("Client").

1. SERVICES. Director agrees to perform for Client the medical director services listed in the Duties and Responsibilities as set forth in Exhibit A attached hereto and approved by both Client and Director. Such services are hereafter referred to as "services". Client agrees that Director shall have ready access to Client's staff and resources as necessary to perform the Network's services provided for by this contract.

2. RATE OF PAYMENT FOR SERVICES. Client agrees to pay Director for medical director services in the amount of Twenty Three Thousand Dollars ($23,000.00) for the year of service.

3. CONFIDENTIAL INFORMATION. Each party shall hold in trust for the other party and shall not disclose to any nonparty to the agreement any confidential information of such other party. Confidential information is information which, relates to such other party's quality assurance program. Director further acknowledges that during the performance of this contract, Director may learn about or receive confidential Client information and Director hereby confirms that all such information relating to the Client will be kept confidential by the Director except to the extent that such information is required to be divulged to the Director's clerical or support staff of associates in order to enable Director to perform Director's contract obligations.

4. TERM. The agreement will cover the current budget year which begins October 1, 2015 and end September 30, 2016. This agreement will automatically renew for a one (1) year period on October 1, 2016, October 1, 2017, October 1, 2018, and October 1, 2019 upon adequate budget funding and spending authority being granted by the Grand Island City Council.

5. TERMINATION OF AGREEMENT. Director's services hereunder can be terminated or cancelled prior to completion of the term of this agreement upon either party providing the other within ninety (90) days written notice. In the event of termination all fees shall be prorated to the actual time served as the Director.

6. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF the parties have signed and agreed to this "Agreement" as of the day and year first written above.

ATTEST:

RaNae Edwards
City Clerk

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation, Client

Jeremy Jensen, Mayor

Michael McGahan, M.D.
Director

Michael McGahan, M.D.

This contract is in due form according to law and is hereby approved.

Stacy R. Nonhof
City Attorney

10/29/15
Date

EXHIBIT A

The responsibility of the Director will include, but not be limited to, the following medical director services:

1) Ensure quality patient care
2) Serve as patient advocate
3) Set and ensure compliance with patient care standards, including communication standards and medical protocols
4) Provide direction and authorization for the development and revision of system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, and transport
5) Develop and implement the process for the provision of direct medical oversight
6) Establish the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch
7) Ensure that the qualifications of pre-hospital personnel involved in patient care and emergency medical dispatch are maintained
8) Provide direction for effective quality improvement programs for continuous system and patient care improvement
9) Maintain liaison with the medical community, including but not limited to hospitals, emergency departments, physicians, pre-hospital providers, and nurses
10) Interact with regional, state, and local EMS authorities to ensure that standards, needs, and requirements are met and resources are optimized
11) Participate in planning activities such as mutual aid, disaster planning and management, and hazardous materials response
12) Promote public education consistent with system goals
13) Maintain knowledge levels appropriate for an EMS medical director through continued education
14) Direct and Indirect Medical Oversight. Medical directors may provide direct and indirect (on-line and off-line) medical oversight.
15) During direct medical oversight, the medical director (or designee) should provide voice or other real-time communication to the practitioner.
16) Indirect medical oversight includes prospective medical oversight and retrospective medical evaluation.\
17) Prospective methods may include participating in the training, testing, and certification of providers: protocol development, operational policy and procedures development, and legislative activities.
18) Retrospective activities should include participation in medical audit and review of care.
19) Various aspects of prospective and retrospective medical oversight can be handled by committees functioning under the medical director with representation from appropriate medical and EMS personnel.

The medical director will oversee all aspects of the paramedical operation. All paramedics will operate under his/her license and, therefore, must function under protocols developed and approved by the medical director.

It will be the responsibility of the Grand Island Fire Department to assure and keep documentation on file to verify all personnel meet state required mandates. This includes certification records, continuing education documents and any other records required by the state. The notice could be waived if both parties agree.

And the following department physician services:

1. Understand the physiological, psychological, and environmental demands placed on fire fighters
2. Evaluate fire department candidates, members, and member's returning from 30 days continuous leave for injury or illness, to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations
    - A maximum of 68 members' physicals without additional charges.
    - Physicals above the maximum number shall be paid at $100 per physical.
3. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification
4. Identify and report the presence of disqualifying medical conditions if present in candidates
5. Inform the fire chief or his/her designee, in writing, whether or not the candidate or current member is medically certified to safely perform the essential job tasks
6. Report the results of the medical evaluation to the candidate or current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current member is medically certified to safely perform the essential job tasks
7. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current members who were instructed to see (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
8. Review results of the annual Fit for Duty testing.
9. Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid a member's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
10. When medical evaluations are conducted by a physician or medical provider other than the fire department physician, the evaluation shall be reviewed and approved by the fire department physician.
11. The fire department physician shall review individual medical evaluations and aggregate data from member evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease.

12. The fire department physician shall provide medical supervision for the fire department safety committee, fire department fitness committee, and return-to-duty rehabilitation.
13. The fire department physician shall provide supervision for the fire department infection control program.

Components of the Annual Occupational Medical Evaluation of Members

Components below may be included in the baseline and annual occupational medical evaluations of members as determined by the Physician and the Fire Chief.

It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician or other entities, provided full results are forwarded in the required time frame to the fire department physician.

Yearly medical evaluation shall include a medical history (including exposure history), physical examination, and blood test.

Medical evaluation *may* also include, at the Department Physician's and Fire Chief's discretion, urinalysis, vision tests, audiograms, spirometry, chest x-ray, electrocardiogram, cancer screening, and immunizations and infectious disease screening. The cost of lab tests will be paid for by the Fire Department, and are not covered in this contract.

Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

1) Medical History:
   a) A medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns.
      i) An annual medical history questionnaire, which includes changes in health status and known occupational exposures since the previous annual evaluation, shall be completed by each member to provide follow-up information.
      ii) Information on the questionnaire and interval concerns shall be reviewed with each member by the fire department physician or designated medical evaluator.

2) Physical Examination:
   a) Vital signs
   b) Head, eyes, ears, nose, and throat (HEENT)
   c) Neck
   d) Cardiovascular
   e) Pulmonary
   f) Breast
   g) Gastrointestinal (includes rectal exam for mass, occult blood)
   h) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
   i) Hernia

j) Lymph nodes
k) Neurological
l) Musculoskeletal
m) Skin (includes screening for cancers)
n) Vision

3) Ancillary Tests
   a) Blood Tests
      i) CBC with differential, RBC indices and morphology, and platelet count
      ii) Electrolytes (Na, K, Cl, HCO3, or CO2)
      iii) Renal function (BUN, creatinine)
      iv) Glucose
      v) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
      vi) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
      vii) Prostate specific antigen (PSA) after age 40 for positive family history, if African American, or if otherwise clinically indicated; after age 50 for all other male members

4) Urine Laboratory Tests:
   a) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
   b) Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
   c) Analysis for occupational chemical exposure if indicated

5) Audiology:
   a) Hearing thresholds may be assessed in each ear at each of the following frequencies:
      i) 500 Hz
      ii) 1000 Hz
      iii) 2000 Hz
      iv) 3000 Hz
      v) 4000 Hz
      vi) 6000 Hz
      vii) 8000 Hz
   b) The fire department physician or other qualified medical evaluator shall compare audiogram results obtained with past results.
   c) Standard threshold shifts shall be corrected for age as permitted by OSHA.

6) Spirometry:
   a) Pulmonary function testing (spirometry) may be conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV1), and the FEV1/FVC ratio.

b) The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during prior tests.
c) Results shall be corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of Occupational and Environmental Medicine (2000). (See D.2.4.)

7) Chest Radiographs:
   a) Chest x-rays may be taken as medically indicated.
   b) The fire department physician or other qualified medical evaluator shall compare any chest radiographs with prior radiographs.

8) Electrocardiograms (EKG):
   a) A resting EKG may be performed as part of the medical evaluation.
   b) The fire department physician or other qualified medical evaluator shall compare EKGs obtained during evaluations with prior EKGs.
   c) Stress EKG with or without echocardiography or radionuclide scanning shall be performed as clinically indicated by history or symptoms.

9) Mammography:
   a) Mammography may be performed annually on each female member over the age of 40.
   b) A qualified radiologist shall compare mammograms to prior mammograms.
   c) The fire department physician shall compare mammography reports to prior reports.

10) Immunizations and Infectious Disease Screening:
   i) Tuberculosis screen (PPD) — annually or more frequently according to CDC guidelines unless member has a history of positive PPD, in which case CDC guidelines for management and subsequent chest radiographic surveillance shall be followed
   ii) Hepatitis C virus screen — baseline and following occupational exposure
   iii) Hepatitis B virus vaccinations and titers — as specified in CDC guidelines
   iv) Tetanus/diphtheria vaccine — booster every 10 years
   v) Measles, mumps, rubella vaccine (MMR) — one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity as outlined in Morbidity and Mortality Weekly Report 47(1998):1–57
   vi) Polio vaccine — A single booster of IPV for members traveling to endemic areas in the line of duty, or as outlined in Morbidity and Mortality Weekly Report 49(2000):1–22
   vii) Hepatitis A vaccine — offered to high-risk (HazMat, USAR, and SCUBA team members) and other personnel with frequent or expected exposures to contaminated water
   viii) Varicella vaccine — offered to all non-immune personnel
   ix) Influenza vaccine — offered to all personnel annually

x) HIV screening — available to all personnel

b) Pre-screening and immunization against biological threat agents shall be made available to members following CDC guidelines or recommendations.
c) All members shall be immunized against infectious diseases as required by the AHJ and by 29 CFR 1910.1030.
d) The fire department physician shall ensure that all members are offered currently recommended immunizations.

11) Post-Exposure Bloodborne Pathogen Testing:
a) Physicians who care for members shall follow current CDC recommendations for post-exposure prophylaxis (PEP) for bloodborne pathogen (BBP) exposures.
b) There shall be a written protocol for members who present with BBP exposures.

12) HIV Testing:
a) HIV testing shall be offered on a confidential basis as part of post-exposure protocols and as requested by the fire department physician or member.
b) All results from HIV tests shall be provided directly to the member and shall be maintained by the physician as confidential documents.
c) Results from HIV tests shall not be forwarded to any local, state, provincial, national, or international authorities or databases unless mandated by public health statutes.

13) Heavy Metal Evaluation:
a) Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
b) Evaluations shall be performed following known exposures, for recurrent exposures, or where required under federal, state, or provincial regulations.

14) Colon Cancer Screening:
a) Fecal occult blood testing shall be provided to all members above the age of 40 or earlier if clinically indicated.
b) Screening colonoscopy services shall be recommended to all members above the age of 50 or earlier if clinically indicated.

Payment Schedule

Two equal installments payable in January and September, upon receipt of Director's notice request for payment.