

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
CITY OF LAREDO
AND
ARTURO GARZA-GONGORA, MD.**

This contract is made and entered into by and between the City of Laredo (CITY) and Arturo Garza-Gongora, Licensed Family Medical Practice, (CONSULTANT) in order that CONSULTANT provide CITY with EMS System Medical Director Services for the City of Laredo Fire Department.

I. TERM

- 1.1 This contract shall commence on August 1, 2021 and continue until July 30, 2024, unless terminated earlier pursuant to the provisions hereof or a renegotiation is reached. With a two-year option to renew.
- 1.2 CONSULTANT and CITY recognize that the continuation of any contract after the close of any given fiscal year of CITY, which fiscal year ends on September 30, shall be subject to appropriation of funds for the contract. Should funds not be appropriated, this contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

II. SCOPE OF SERVICES

- 2.1 The definitions set out below shall be applicable to the provisions of the contract.
- 2.2 EMS System Medical Director Requirement
 - 2.2.1 Purpose: Under nominal direction, responsible for clinical oversight of pre-hospital treatment rendered by City of Laredo (COL) EMS System personnel currently practicing under the physician license of the Medical Director.
 - 2.2.2 EMS Operations Duties, Functions and Responsibilities: Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.
 - a. Responsible for medical oversight by delegating authority 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. This includes the responsibility and authority to suspend or de-credential any City of Laredo EMS System Personnel and/or report the incident to the Texas Department of Health.

- b. Responsible for establishment, implementation and modification of Standards of Care, the field practice of medicine, Communication Standards and Quality Improvement. Implementation, evaluation, and testing of all system's providers practice according to Standards of Medical Care.
- c. Develop, implement, and revise policies and procedures of pre-hospital care, patient triage, transport, transfer, dispatch, extrication, rescue, communications, and education development, and training by System Credentialing process.
- d. Conduct system audits and quality assurance of programs. Develops, implements, and monitors management of patient care incidents of complaints and deviations from established protocols.
- e. Develops guidelines for review of any incident, which potentially has an adverse or negative impact on the patient or EMS system.
- f. Shall serve as a liaison with various local, regional, state and national medical communities regarding emergency medical service system by reviewing and responding to community needs.
- g. Shall define scope of responsibility to credentialed emergency medical technicians to provide policy and procedures authority for control of medical services provides at the scene of a medical emergency.
- h. Develop and implement standards for transport or non-transport of patients. The Director shall establish the criteria for the selection of patient destinations.
- i. Shall analyze employee and business needs and develop short and long-range strategies, goals, and action plans and assist with the development of budget requirements to meet those needs.
- j. Available 24 hours with any questions to assist EMS in providing adequate care.

2.2.3 EMS Education Duties, Functions and Responsibilities:

- a. Review and approval of the educational content of the program curriculum to certify its ongoing appropriateness and medical accuracy.
- b. Review and approval of the quality of medical instruction, supervision, and evaluation of the students in all areas of the program.

c. Review and approval of the progress of each student throughout the program and assist in the development of appropriate corrective measures when a student does not show adequate progress.

d. Assure competence of each student of the program in the cognitive, psychomotor, and affective domains.

e. Be responsible for cooperative involvement with the program director.

f. Adequate controls to assure the quality of the delegated responsibilities

2.2.4 Responsibilities - Supervisor and/or Leadership Exercised: Be responsible for the **full** range of supervisory activities including, training, evaluation, counseling, and credentialing.

2.2.5 Knowledge, Skills, and Abilities:

a. Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

b. Must possess prior successful experience in Accreditation attainment with an Educational program associated with the Commission on Accreditation of Allied Health Education Programs (CAAHEP).

c. Knowledge of the principles and practices of pre-hospital care.

e. Knowledge of City of Laredo, Webb County, local, state and federal laws pertaining to pre-hospital care.

f. Knowledge of City of Laredo/Webb County interlocal agreements.

g. Knowledge of City of Laredo EMS Clinical Practice System Standards of Care and System Credentialing process.

h. Knowledge of the practices and principals of leadership, management and supervision.

i. Knowledge of incident Command practices and principals.

j. Skill in providing direction for employees to ensure efficient customer service.

k. Skill in establishing and maintaining good working relationships with support agencies.

l. Skill in the application of training, supervision and management practices.

m. Skill in establishing and maintaining effective working relationships with patients, EMS personnel, City of Laredo, City Council, executives, managers, personnel, and general public

n. Ability to handle conflicts and provide resolutions

2.2.6 Education and/or Experience:

a. Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree.

b. Five year experience of professional and full responsible experience in the EMS industry in a metropolitan area (preferred). Previous experience must include pre-hospital patient care, trauma care, and disaster medical service.

2.2.7 Required Licenses, Certifications or Registrations:

a. Current unrestricted license to practice medicine in the State of Texas.

b. Registered as an EMS Medical Director with the Texas Department of State Health Services

c. Possess a State of Texas Class 'C' driver's license

d. Within two years, either before or after initial notification to the board of holding the position as off- line medical director:

dl. 12 hours of formal continuing medical education (CME) as defined under §166.2 of this title (relating to Continuing Medical Education) in the EMS medical direction;

d3. DSHS approved EMS Medical Director course; and

d4. Every two years after meeting the requirements this paragraph, one hour of formal CME in the area of EMS medical direction

2.2.8 Physical Requirements:

a. Unimpaired mobility: Must be able to quickly respond to ambulance, must be able to access patients in difficult terrain, must be able to climb stairs, must be able to work in close and dangerous environments such as damaged vehicles, must be able with partner to carry equipment and patients weighing up to 180 pounds.

b. Physical Abilities: Must be able to perform strenuous physical requirements such as CPR, lifting and moving of equipment and patients in a variety of environmental conditions.

- c. Fine Motor Skills: Must be able to perform required medical skills and techniques, such as bandaging, splinting, establishing an IV, performing endotracheal intubation and other advanced airway techniques, manual defibrillation, pleural decompression.
- d. Vision: Must have correctable vision acceptable for day and night operation of emergency vehicles, must have color acuity adequate for determination of skin and blood color, must be able to read medication dosages on drug labels and syringes.
- e. Hearing: Must be able to hear and understand information provided by patients, family or bystanders; must be able to hear breath sounds and accurately determine auscultated blood pressures; must be able to differentiate separate conversations in active, distracting environments; must be able to hear and understand radio traffic when responding with lights and sirens.
- f. Speech: Must be able to speak and enunciate clearly and at a level audible to others in loud conditions, must be able to speak clearly in stressful situations, must be able to verbally communicate with patients, families and other emergency personnel.

2.9 This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

2.10 CONSULTANT acknowledges and agrees that it has no exclusive right to provide the services contemplated by this contract to CITY. At any time and without notice to CONSULTANT, CITY may contract with another party to provide said services. The fact that CITY does so, however, does not relieve CONSULTANT of its obligations under this contract.

2.11 CONSULTANT and associates used by CONSULTANT shall comply with the provisions of Section II of this contract.

2.12 CONSULTANT agrees to, at the request of the CITY, be available for testimony at any criminal, civil, and administrative hearings related to services provided by CONSULTANT and/or his associates.

III. PAYMENT AND BILLING

3.1 CONSULTANT shall be responsible for all expenses incurred by CONSULTANT in completing the work required by this contract.

3.2 Upon completion of a EMS Medical Director Services requested for a specific Time Period, CITY shall pay CONSULTANT:

- \$88,000.00 annually.

3.3 Upon receipt of invoice, CITY agrees to pay CONSULTANT the amount invoiced WITHIN 30 DAYS, so long as the amount invoiced has been invoiced pursuant to the provisions of this contract.

3.4 CITY shall not be obligated or liable under this contract to any party other than CONSULTANT for payment of any monies or provision of any goods or services.

IV. LICENSES AND CERTIFICATIONS

4.1 All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by CONSULTANT. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

V. CONFIDENTIAL WORK

5.1 No reports, information, project evaluation, project designs, data, or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this contract shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY, unless required by law or court order.

5.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with any applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the CITY's right of access to records or other information under this CONTRACT.

5.3 If CONSULTANT receives inquiries regarding documents within its possession pursuant to this contract, CONSULTANT shall immediately forward such request to CITY for disposition.

VI. OWNERSHIP OF DOCUMENTS

6.1 All reports, information, and other data given to, prepared by, or assembled by CONSULTANT pursuant to this contract and any other related documents or items shall become the sole property of CITY. Such reports, information, and other data shall be delivered at no cost to CITY upon request or upon termination of this contract without restriction on future use. CONSULTANT may make copies of any and all documents for its files, at its sole cost and expense.

- 6.2 CONSULTANT shall retain all records owned by CITY or to which CITY has access for the retention periods specified by local, state, or federal law.

VII. TERMINATION

- 7.1 For purposes of this contract, "termination" of this contract shall mean termination by expiration of the contract term as set out in article I or earlier termination pursuant to any of the provisions of this contract.
- 7.2 CITY may terminate this contract in accordance with this article, in whole or in part, at any time, for any reason, upon written notice to CONSULTANT. Said notice shall specify the date of termination.
- 7.3 In no event shall CITY's action of terminating this contract be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.
- 7.4 If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this contract shall automatically terminate as of the effective date of such prohibition.
- 7.5 Should this contract be terminated prior to completion of the work identified in article 11, CONSULTANT shall, within five business days of the effective date of termination, submit to the CITY its claim, in detail, for the monies owed by the CITY for services performed under this contract through the effective date of termination.

VIII. NON-WAIVER

- 8.1 Unless otherwise specifically provided for in this contract, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

IX. INDEPENDENT CONTRACTOR

- 9.1 CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant, or employee of City; that CONSULTANT shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint venturers between CITY and CONSULTANT. The parties hereto understand and agree that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this agreement and that the CONSULTANT has no authority to bind the CITY.
- 9.2 Regardless of where the work shall be performed, what supplies or resources are provided by CITY, what instruction or direction is provided by CITY, CONSULTANT and those persons designated by it to provide services shall not be deemed employees of CITY and shall not be entitled to wages or benefits from CITY, other than the compensation provided herein.

X. CONFLICT OF INTEREST

- 10.1 CONSULTANT acknowledges that he is informed that the Charter of the City of Laredo and CITY's Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies, or services, if any of the following individuals or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.
- 10.2 Pursuant to the subsection above, CONSULTANT warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that it has tendered to CITY a discretionary contracts disclosure statement in compliance with CITY's Ethics Code.

XI. INDEMNITY

- 11.1 Consultant covenants and agrees to fully indemnify, defend, and hold harmless, the city and the elected officials, employees, officers, directors, volunteers and representatives of the city, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the city directly or indirectly arising out of, resulting from or related to consultant's activities under this agreement, including any acts or omissions of consultant, any agent, officer, director, representative, employee, consultant or subcontractor of consultant, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of city, its officers, or employees, in instances where such negligence causes personal injury, death, or property damage. In the event consultant and city are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws for the state of Texas, without, however, waiving any governmental immunity available to city under Texas law and without waiving any defenses of the parties under Texas law.
- 11.2 The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise the city in writing within twenty-four hours of any claim or demand against city or consultant known to consultant related to or arising out of consultant's activities under this agreement and shall see to the investigation and defense of such claim or demand at consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving consultant of any of its obligations under this paragraph.

XII. PROFESSIONAL LIABILITY

- 12.1 CONSULTANT shall procure and maintain Professional Liability Insurance for Family Medical Malpractice. Said insurance will have Limits of Liability of \$1,000,000.00 per event and \$3,000,000.00 total. This insurance shall remain in effect for two years after the completion of any services rendered by CONSULTANT pursuant to this contract or otherwise for, or on behalf of, CITY.

XIII. CHANGES AND AMENDMENTS

- 13.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONSULTANT.
- 13.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment, hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

XIV. ENTIRE AGREEMENT

- 14.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

XV. SEVERABILITY

- 15.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XVI. NOTICES

- 16.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered, or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Laredo

CONSULTANT

Arturo Garza-Gongora, MD

Laredo Fire Department
616 E. Del Mar
Laredo, Texas 78045

7210 McPherson Rd.
Laredo, Texas 78041

XVII. LAW APPLICABLE

- 17.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS.
- 17.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN **WEBB COUNTY, TEXAS.**

XIII. LEGAL AUTHORITY

- 18.1 The signer of this contract for CONSULTANT represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of CONSULTANT and to bind CONSULTANT to all of the terms, conditions, provisions, and obligations herein contained.

XIX. PARTIES BOUND

- 19.1 This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

XX. GENDER

- 20.1 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXI. CAPTIONS

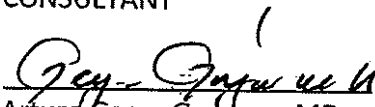
- 21.1 The captions contained in this contract are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this contract.

CITY OF LAREDO,


S. Keith Selman, Interim City Manager


2/18/22
Date

CONSULTANT


Arturo Garza-Gongora, MD

Date

RECOMMENDED BY:


Guillermo Heard
Fire Chief

ATTEST:


Jose A. Valdez
City Secretary

APPROVED AS TO FORM:

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Sylvia Borunda-Firt
Interim City Attorney

