

**Public Safety Committee Meeting
Tuesday, July 21, 2020 4:30 PM
Crete Library/Community Center
1515 Forest Ave.**

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.
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2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.
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3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
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A. Discuss and provide a recommendation to the City Council on entering into an agreement with Lincoln/Lancaster County EMS Oversight Authority, Inc. for emergency medical control and oversight services.

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B. Discuss and provide a recommendation to the City Council on authorizing the disposal of pumper/tanker #98.
2001 GMC C7500, 2000 gallon tanker with a new pony pump. 8150 miles, 6 speed manual transmission, gas motor. It's in great condition

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4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.
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5. Adjournment

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- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



EMERGENCY MEDICAL SERVICES
OVERSIGHT AUTHORITY

555 South 70th Street
Lincoln, NE 68510

1600 South 48th Street
Lincoln, NE 68506

Crete Volunteer Fire Department and Rescue Squad
243 E 13th Street
Crete, NE 68333

July 16, 2019

To whom it may concern:

Thank you for your continued partnership with the Emergency Medical Services Oversight Authority (EMSOA). With the leadership and vision of our Medical Director, Dr. Jason Kruger, and the collaboration of professionals throughout our local emergency medical community, we've continued to progress and grow serving our partners in Lincoln, Lancaster County, and the surrounding area.

As you are no doubt aware, your current contract with EMSOA is due to expire on October 31, 2019. Enclosed is your renewal contract beginning November 1, 2019 through October 31, 2020, which again provides for an automatic extension of a second year unless otherwise revised or terminated. Slight change to the contract this year, on page three please fill in the space with the provider tier level.

We sincerely hope that you will contract with us again that we may continue working together establishing Lincoln-area Emergency Medical Services as a national leader among like-sized communities in providing quality care to those we serve.

If you have any questions, please direct them to EMSOA Administrative Assistant Sharese Bogguess at 402-481-8071 or at sharese.bogguess@bryanhealth.org. If possible, please return your renewal contract to EMSOA by March 31, 2019 with the appropriate officer's signature and any necessary approval by your managing board.

Sincerely,

Doug McDaniel
Interim President
EMSOA Board of Directors

**AGREEMENT BETWEEN CRETE VOLUNTEER FIRE DEPARTMENT
AND THE LINCOLN/LANCASTER
COUNTY EMS OVERSIGHT AUTHORITY, INC.**

WHEREAS,

The Lincoln/Lancaster County EMS Oversight Authority, Inc. (hereinafter "Oversight Authority") is a Nebraska non-profit corporation engaging in activities which are essentially public in nature on behalf of the City of Lincoln and providers of emergency medical care within the City of Lincoln and its medical service area, including the overall development of the emergency medical delivery system, as well as providing Medical Control and Quality Improvement services; and

WHEREAS,

The Crete Volunteer Fire Department, an affiliate of the Crete Volunteer Fire Department, is a public provider of primary emergency medical services within Crete Volunteer Fire District, duly licensed by the State of Nebraska to provide Basic Life Support (BLS)/Advanced Life Support (ALS); and

WHEREAS,

The Crete Volunteer Fire Department have requested, and the Oversight Authority has agreed to provide, Medical Control and Oversight for the provision of emergency medical services by the Crete Volunteer Fire Department in the Crete Volunteer Fire District.

NOW THEREFORE,

The Parties enter into this Agreement to define the roles and responsibilities of each Party with respect to the provision of emergency Medical Services by the Crete Volunteer Fire Department.

SECTION I: Definitions

For the purpose of this Agreement:

- A. Emergency Medical Technician (EMT) shall be defined as an Emergency Medical Responder, EMT, Advanced EMT, Paramedic, and any other further EMT-enhancement levels developed by the State of Nebraska Office of Emergency Medical Services or local governing authorities.
- B. Crete Volunteer Fire Department shall designate a representative to serve as the contact person with the Oversight Authority. The Representative shall be selected by Crete Volunteer Fire Department and the Oversight Authority shall be continually updated as to the name and contact information for the Representative.

- C. Medical Control shall be defined as general medical oversight and advice, including providing the medical authority to administer out-of-hospital BLS and ALS patient care, on both an off-line (Standing Order) and on-line (Medical Direction) basis.

SECTION II: Services Provided

A. Personnel

- i. Crete Volunteer Fire Department agrees to have available at all times an adequate number of personnel who are certified by the State of Nebraska and credentialed by the Oversight Authority to provide EMT-Basic/EMT and/or EMR/First Responder services within the Crete Volunteer Fire Department.
- ii. Crete Volunteer Fire Department agrees to provide the Oversight Authority with the names of all of its personnel who will be providing emergency services; proof of each person's certification by the State of Nebraska to provide emergency services; and proof that each person has complied with the Oversight Authority's medical control requirements. All such information shall be provided to the Oversight Authority at least fifteen (15) calendar days prior to the time such personnel are scheduled to begin serving at his or her respective level of care.
- iii. Crete Volunteer Fire Department agrees to provide to the Oversight Authority by February 28th of each year a roster of all personnel who will be providing emergency services through the Crete Volunteer Fire Department. The Parties agree that if the Oversight Authority has not received a complete roster by March 31st of each year that this contract will immediately be suspended and the Oversight Authority will no longer provide any services or oversight to the Crete Volunteer Fire Department.

B. Training

- i. The Oversight Authority agrees to assist with the coordination of the training activities for the EMT-Basic/EMT personnel within the Crete Volunteer Fire Department. Fees, if any, associated with training under this section will be negotiated with the Crete Volunteer Fire Department.
- ii. Crete Volunteer Fire Department agrees to meet the requirements of Licensure for emergency services as established by Title 172, Chapter 12 of the Nebraska Administrative Code of the Nebraska Department of Health Services.

C. Medical Control

- i. The Oversight Authority agrees to designate a licensed physician, practicing in the specialty of Emergency Medicine, to serve as the Crete Volunteer Fire Department Medical Director. The Medical Director's responsibilities will include: medical protocol development, coordination of off-line and on-line Medical Direction, Medical Oversight and Quality Improvement. The Medical Director will inform Crete Volunteer Fire Department of new State requirements and guidelines in order to maintain compliance with State guidelines. Fees associated with this Agreement are to be paid on an annual basis within thirty (30) calendar days of the contract being executed or renewed. Delinquent payments will accrue interest at an annual rate of 10%. The Oversight Authority will provide ninety (90) calendar days written notice to Crete Volunteer Fire Department of any changes in the Medical Control fee. The membership fees for the Oversight Authority are outlined in Attachment A. Crete Volunteer Fire Department is a Tier ____ and will be charged according to Attachment A.
- ii. The Oversight Authority, through its Medical Director, agrees to provide authorization for providers within Crete Volunteer Fire Department to perform designated treatment modalities.
- iii. The Oversight Authority, in agreement with each of its contracted hospitals, will provide qualified physicians available 24 hours a day to provide on-line medical direction to the Crete Volunteer Fire Department personnel engaged in providing authorized services.
- iv. The Oversight Authority agrees to act in an advisory and resource capacity as requested by Crete Volunteer Fire Department and agreed to by the Parties.
- v. Crete Volunteer Fire Department agrees to abide by all patient care and system guidelines and protocols as established by the Oversight Authority and the State of Nebraska.
- vi. Crete Volunteer Fire Department agrees to abide by the decisions of the Oversight Authority and its Medical Director with respect to all matters which involve the quality of EMS services as well as overall system administration and utilization, patient care protocol compliance, and medical care competency by an individual provider. Failure to comply with Medical Control on the part of an individual provider or the Crete Volunteer Fire Department may result in sanctions up to and including the suspension of Medical Control authorization for an individual provider or the Crete Volunteer Fire Department.

D. Quality Improvement

- i. The Oversight Authority agrees to provide on-going Quality Improvement (QI) for Crete Volunteer Fire Department personnel serving within the System. The QI process will include, but not be limited to, patient care chart audits and other educational QI programs designed to enhance and develop the individual provider and the System as a whole. Fees, if any, associated with this provision will be negotiated with Crete Volunteer Fire Department.
- ii. Crete Volunteer Fire Department agrees to cooperate in all QI activities requested by the Oversight Authority. Failure to comply with the QI process on the part of an individual provider or the Crete Volunteer Fire Department may result in sanctions up to and including the suspension of Medical Control authorization for the individual provider or Crete Volunteer Fire Department.

SECTION III: Special Provisions

- A. Crete Volunteer Fire Department agrees that all OSHA required testing and vaccinations will be conducted in accordance with the State of Nebraska Department of Health and Human Services guidelines and specific pharmaceutical manufacturers' recommendations and under generally accepted medical practices.
- B. Indemnification. To the fullest extent permitted by law, the Crete Volunteer Fire Department shall indemnify, defend, and hold harmless the Oversight Authority, its Board, officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting there from that is caused in whole or in part by the intentional or negligent act or omission of Crete Volunteer Fire Department, or anyone for whose acts Crete Volunteer Fire Department may be liable. This section will not require Crete Volunteer Fire Department to indemnify or hold harmless the Oversight Authority for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the Oversight Authority. The Oversight Authority does not waive any of its immunities by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

SECTION IV: Termination

- A. Either party may terminate this Agreement, in its sole discretion, by giving sixty (60) calendar days written notice of such termination to the other Party.
- B. The Oversight Authority and Crete Volunteer Fire Department shall have the right to terminate this Agreement with thirty (30) calendar days prior written notice if the other Party defaults in the performance of any of its duties, obligations, or responsibilities under this Agreement.

SECTION V: Term/Renewal

This Agreement shall have an initial term from November 1, 2019 through October 31, 2020. Thereafter, it shall be renewed automatically for an additional (one) 1 year term unless renegotiated or terminated under Section IV above.

This Agreement is entered into this _____ day of _____.

Lincoln/Lancaster County EMS
Oversight Authority, Inc.

Crete Volunteer Fire and
Rescue Squad

By: _____
President, Board of Directors

By: _____

Address/Phone Number:

**Lincoln/Lancaster County EMS Oversight Authority, Inc.
Attachment A – Contract Fee Schedule**

The Lincoln/Lancaster County EMS Oversight Authority, Inc., has developed a standard annual fee schedule to fairly charge all contracting agencies which contract for Medical Direction under the license of the Oversight Authority Medical Director. There is a base annual rate for standard services and there are additional rates for added services. The base rate includes the following services:

- Review of all contracting agency calls by QI Coordinator/Educator
- Availability of QI Coordinator/Educator to address issues/concerns
- Support by the Oversight Authority Governing Board and Management Team
- Bi-annual meeting with the Medical Director in Lincoln or other mutual location

Annual Base Rate

LEVELS	Service and Training Provided by EMSOA	ANNUAL FEES
Tier 1	BLS, non-transport	\$400
Tier 2	BLS, non-transport, annual advanced airway training	\$600
Tier 3	BLS, transporting, annual advanced airway training	\$800
Tier 4	ALS, transporting, annual advanced airway training	\$1000

Additional Services Available

Additional training/consultation with the Medical Director----\$130per hour (plus mileage)

Additional training by QI Coordinator/Educator ----- \$30 per hour (plus mileage)

