

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Donald DiPetrillo, Fire Chief  
Document Prepared by: Steve G. Eggnatz, Deputy Chief

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All Districts

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT FOR MEDICAL DIRECTOR SERVICES BETWEEN THE TOWN OF DAVIE AND WAYNE LEE M.D. F.A.C.E.P. d/b/a PHYSICIAN ASSOCIATES, INC.

**REPORT IN BRIEF:**

The Davie Fire Rescue Department as an ALS EMS Provider in the State of Florida is required by Statute and Administrative Code to maintain a professional service agreement with a qualified physician. Joe Nelson, D.O., M.S. d/b/a Medical Direction Consultants, Inc. has been the Medical Director for the Fire Rescue Department since 1996. Dr. Nelson recently accepted a position with the State of Florida as the State's Medical Director. Dr. Nelson's new position with the State does not afford him the opportunity to continue providing full time Medical Direction for the town of Davie Fire Rescue Department. The Fire Rescue Department recommends entering into a service agreement with Wayne Lee, M.D. F.A.C.E.P. d/b/a/ Physician Associates for a period of three (3) years beginning October 1, 2004 and ending September 30, 2007 with two (2) automatic one (1) year extensions. The Medical Director's service agreement costs liability, and workload have been increased due to the fact that new laws require a greater amount of time and involvement with the Fire Rescue Department, and prior contract was configured for less EMS personnel and vehicles.

**PREVIOUS ACTIONS:** Town Council previously approved Resolution number R-99-303 designating Joe Nelson, D.O. as the Department's Medical Director.

**CONCURRENCES:** n/a

**FISCAL IMPACT:**

Has request been budgeted?      yes

If yes, expected cost: \$20,000 for FY 2004-2005 (12 months). Adjusted annually plus expenses and COLA. Annual cost not to exceed \$30,000.

Account Name: EMS Contractual Services

**RECOMMENDATION(S):**

Motion to approve the resolution

**Attachment(s):** Resolution and Medical Director Service Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT EXTENSION FOR MEDICAL DIRECTOR SERVICES BETWEEN THE TOWN OF DAVIE AND JOE NELSON, D.O., M.S. d/b/a MEDICAL DIRECTION CONSULTANTS, INC.

WHEREAS, the Town Council previously approved a service agreement for medical direction by Resolution R-99-303; and

WHEREAS, the Town and Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician Associates, Inc. wishes to enter into a contract for these services; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorized the Mayor to execute a contract agreement starting October 1, 2004 through September 30, 2007, with Wayne Lee, M.D. F.A.C.E.P. d/b/a Physician Associates, Inc. for medical direction.

SECTION 2. The Town Council authorizes the expenditures from the EMS Contractual Services account.

SECTION 3. This resolution shall take effect October 1, 2004.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

# **Town of Davie** **Fire Rescue**

## **Medical Director** **Service Agreement**

October 1, 2004 to September 30, 2007

**Town of Davie**  
**Medical Director Service Agreement**

THIS AGREEMENT, made this 1st day of October, 2004 by and between The Town of Davie, Florida, hereinafter referred to as the "Town", and Wayne Lee, M.D., F.A.C.E.P. Physician Associates, Inc. hereinafter referred to as the "Medical Director".

WHEREAS, the Town has an Emergency Medical Services (EMS) program in Broward County, Florida for Advanced Life Support (ALS) and Basic Life Support (BLS) in accordance with Broward County Code of Ordinances Chapter 3.5, Florida Administrative Codes Chapter 64E-2, Florida Statutes Chapter 401, and the Town desires to officially contract with the Medical Director for medical direction services in accordance with said ordinances, codes and statutes.

Witnesseth:

1. Duties and Responsibilities of the Town. The Town agrees to perform and accept the following duties and responsibilities:
  - (a) The Town shall meet or exceed all applicable standards and requirements of the State of Florida for licensure as an Advanced Life Support (ALS) and Basic Life Support (BLS) EMS provider, and shall become and remain so licensed where applicable by the County and State. The Town shall further ensure that its employees, where applicable, to include without limitation emergency medical technicians, paramedics, become and remain certified and licensed as appropriate under the laws of the State of Florida.
  - (b) The Town agrees to participate and agrees to cause its employees to participate, in all applicable county, regional, state or national emergency medical system programs required by law or deemed necessary by written agreement of the Medical Director and the Town of Davie, Chief of Fire Rescue or his designee.
  - (c) The Town shall comply with all directives and procedures of the Medical Director relating to the quality of care rendered by the Town of Davie Fire Rescue Department, and shall insure that its employees also comply with such directives and procedures. The Town agrees that the Medical Director shall have the right to temporarily remove from medical care duties any state certified paramedic or emergency medical technician who is known or suspected to have violated any medical protocol, operating guideline, law statute or state E.M.S. rule or regulation, pending the outcome of an investigation of such known or suspected action. The investigation of such an alleged violation of protocol, standing order, law, statute or state E.M.S. rule or regulation shall be conducted under the auspices of the Medical Director and the Town of Davie, Chief of Fire Rescue or designee. Such removal from medical care duties shall be immediately effective upon written notice to the Town of Davie, Chief of Fire Rescue or his designee and shall comply with due process as set forth in the Firefighter Bill of Rights.

- (d) The Town agrees to defend, indemnify and hold harmless the Medical Director from any and all claims, liabilities, causes of action, attorney's fees and costs, whatsoever resulting from or in connection with the certified paramedic's and or emergency medical technician's action, individually or collectively, in the medical care provided in their own discretion and which may not be in conjunction with accepted medical procedures governing certified paramedics and or emergency medical technicians. Nothing contained herein is intended nor shall be construed to waive the Town's sovereign immunity rights as provided for by Florida Statutes.
- (e) The Town agrees to provide the Medical Director, at the Medical Director's request and the Town's expense, and approved by the Chief of Fire Rescue or designee, administrative support adequate to fulfill the performance of the services under this agreement.

2. Duties and Responsibilities of the Medical Director. The Medical Director agrees to perform and accept the following duties and responsibilities.

- (a) The Medical Director of record shall be Wayne Lee M.D. An Associate Medical Director may provide coverage for the Medical Director of record for periods when the Medical Director of record is unavailable to fulfill his responsibilities. Any request for coverage will be pre-approved by the Town of Davie, Chief of Fire Rescue or his designee. Coverage periods will not exceed thirty (30) days in a six (6) month period. All Associate Medical Director's will meet all county, regional, state and federal licensing and certification requirements in effect at the time of coverage.
- (b) The Medical Director agrees to supervise, set standards and establish procedures for the medical performance of the state certified paramedics and emergency medical technicians functioning for the Town of Davie Fire Rescue Department as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.
- (c) The Medical Director agrees to assist in the development, supervise, set standards and establish specialized medical protocols and operating guidelines for Town of Davie Fire Rescue Department state certified paramedics and emergency medical technicians during special events, special operations and or disaster operations as specified in applicable laws of the State of Florida and such valid regulations as are promulgated thereunder.
- (d) The Medical Director shall perform such other duties and services for the Town of Davie Fire Rescue Department as are required of the Medical Director, by the laws of the State of Florida, valid regulations promulgated thereunder, and this agreement.
- (e) The Medical Director shall provide the responsible supervision and control, either directly or through assignees agreed upon by the Medical Director and the Town of Davie Chief of Fire Rescue, of any state certified paramedic or emergency medical technician employed by the Town of Davie Fire Rescue Department while rendering emergency medical services as required by the laws of the State of Florida and such valid regulations as may be promulgated thereunder.

- (f) The Medical Director shall certify the Town of Davie Fire Rescue Departments medical protocols, trauma transport protocols and operating guidelines outlining the steps to be followed for handling medical and traumatic situations or resolving a particular traumatic and or medical problem. The Medical Director shall inform the Town of Davie, Chief of Fire Rescue or designee of such established medical protocols, trauma transport protocols and operating guidelines and shall provide medical supervision of the established medical, trauma transport protocols and operating guidelines.
  - (g) The Medical Director shall provide sufficient opportunities for Continuing Medical Education (CME) credits to be awarded to any state certified paramedic or emergency medical technician employed by the Town of Davie Fire Rescue Department, to successfully achieve recertification under the laws of the State of Florida. CMEs maybe achieved by a variety of methods and training courses as mutually agreed by the Town of Davie, Chief of Fire Rescue or designee and Medical Director.
  - (h) The Medical Director shall be an active member of the Town of Davie Fire Rescue Department, Quality Assurance Committee and attend a minimum four (4) meetings per year. The Medical Director shall take part in all investigations relating to possible violations of medical protocols, operating guidelines, laws, statutes, state EMS rule or regulation, or quality of care rendered by the Town of Davie Fire Rescue Department. The Medical Director shall keep the Chief of Fire Rescue appraised to the outcome of all investigations and recommendations.
  - (i) The Medical Director and or Associate medical Director shall ride a minimum of twelve (12) hours per year to be equally divided among the three (3) operational shifts.
  - (j) The Medical Director or his Associate shall respond within fifteen (15) minutes by phone or other communications means after being paged by the Chief of Fire Rescue or designee.
3. Stipend: For and in consideration of his professional services as the Medical Director for the Town of Davie Fire Rescue Department, The Town will pay the Medical Director an agreed upon monthly amount of \$1,666.66 and pre-approved expenses incurred to fulfill the performance of the services under this agreement. Approval of expenses shall be accomplished in writing by submission to the Town of Davie, Chief of Fire Rescue before such expenses are incurred.
4. Term: This agreement shall remain in effect for the period beginning on October 1, 2004 and ending on September 30, 2007. This agreement will include two (2) automatic one (1) year extensions based upon a performance review by the Chief of Fire Rescue or designee prior to the expiration date of the agreement. Either party may terminate this agreement without cause and without liability, penalty or obligation upon ninety (90) days written notice to the other party, delivered by certified or registered U.S. Mail.

5. Licensure: Each party will present evidence of current licenses to the other. The Town will present any applicable County, State and Federal License(s) relating to its emergency medical services to the Medical Director for his records. The Medical Director will present evidence of current State Board of Medicine, Federal DEA licenses and any and all required certifications and licenses as required by Florida Statute, Administrative Code and County Ordinance to hold the position of Medical Director to the Town of Davie, Chief of Fire Rescue. Copies of all updated licenses and certifications will be exchanged as renewals are processed and received.

This Agreement shall terminate immediately in the event that the Town or Medical Director has their licensing or right to practice or provide emergency medical services in the State of Florida either suspended or revoked.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**Town of Davie:**

Witness \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Witness \_\_\_\_\_

Attest:

Town Clerk

Date: \_\_\_\_\_

**Physician Associates, INC.**

Witness \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Witness \_\_\_\_\_

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