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| MEETING DATE |
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CITY OF LAKE CITY

Report to Council

| COUNCIL AGENDA | |
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| SECTION | |
| ITEM NO. | |

SUBJECT: Medical Director Contract

DEPT / OFFICE: Fire Department

Originator: Randy Burnham, Fire Chief

City Manager
Ami Mitchell Fields

Department Director
Randy Burnham

Date
07/01/21

Recommended Action:

Approve a new contract for Dr. Kim Landry to continue providing medical direction services for the City of Lake City Fire Department.

Summary Explanation & Background:

Dr. Kim Landry has provided medical direction services to the City of Lake City for many years. Dr. Landry's current contract is set to expire 06/30/21, however, Dr. Landry has agreed, the new contract if approved would take effect 07/01/21, allowing for no time lapse in medical director coverage. I feel it is in the best interest of the city and the residents to continue contracting with Dr. Landry.

Alternatives:

Procure a new medical director through the RFP process

Source of Funds:

Fire Department Budget; 030.34-contractual services

Financial Impact:

\$20,000.00 annually, paid quarterly.

It is important to note that Dr. Kim Landry has never increased his rate.

Exhibits Attached:

Expired City Council Resolution #2016-037, expired contract #2016-086 and the new contract for consideration/approval.

MEDICAL DIRECTOR AGREEMENT
BETWEEN CITY OF LAKE CITY, FLORIDA,
KIM M. LANDRY, M.D., P.A. AND
KIM M. LANDRY, M.D.

THIS MEDICAL DIRECTOR AGREEMENT ("agreement") made and entered into this 1st day of July, 2021, between the **CITY OF LAKE CITY, FLORIDA**, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 herein referred to as "City"; **KIM M. LANDRY, M.D., P.A.**, a professional association, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry P.A.", and **KIM M. LANDRY, M.D.**, whose mailing address is 405 Waterford Lane, Gulf Breeze, Florida 32561, herein referred to as "Landry M.D."

RECITALS

WHEREAS, Landry P.A. is owned, operated, and managed by Kim M. Landry, **M.D.** herein "Landry M.D.", a medical doctor licensed and authorized to practice medicine in the State of Florida, including being licensed and authorized to act as the City Fire Department Medical Director for the City Emergency Medical Dispatch System; and

WHEREAS, City desires to contract with Landry P.A. and Landry, M.D. (herein collectively "Medical Director") for the purpose of providing medical director services to City as more specifically set forth herein; and

WHEREAS, Medical Director has agreed to serve the City as the City Fire Department Medical Director for the City Emergency Medical Dispatch System.

WHEREAS, Medical Director is an independent contractor paid in accordance with the terms of this agreement. No employee benefits will be provided to Medical Director and no payroll or other taxes withheld as Medical Director is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. **RECITALS.** The foregoing recitals are all true and correct and are incorporated into and made a part of this Agreement.

2. SERVICES. Medical Director agrees to perform the professional services as Medical Director for City as provided for herein.

3. MEDICAL DIRECTOR'S DUTIES AND RESPONSIBILITIES. The Medical Director shall promulgate clinical protocols, provide clinical direction and provide appropriate quality assurance for daily operations and training pursuant to Florida Statute, Chapter 401. The Medical Director shall supervise and assume direct responsibility for the clinical oversight of the City Emergency Medical Dispatch System, Fire Department First Responders, EMTs, and Paramedics operating as part of the City Emergency Medical Dispatch System. All City Fire Department First Responders, EMTs, and Paramedics operating as part of the Emergency Medical Dispatch System shall abide by all medical protocols authorized by the Medical Director. The duties of the Medical Director shall be as follows:

A. EMS System Oversight and Clinical Supervision.

(1) Provide clinical supervision to all first responders, emergency medical technicians (EMTs), paramedics, and emergency medical dispatchers (EMDs) comprising the public safety system in Columbia County.

(2) Participate on scene calls with EMS crews for a minimum of four (4) hours semi-annually.

(3) Provide two (2) hours monthly in the Emergency Management Communications Center for monitoring EMDs and configure and recommend changes to procedures and determinant levels used in the Medical Dispatch System to enhance local response.

(4) Meet with the chief officer or a designated representative of each BLS and ALS service providers at least once quarterly.

(5) Review and resolve medical issues that may arise from the EMS service providers.

(6) Commit a minimum of two (2) hours monthly to review current issues with EMS providers and the City Emergency Services Coordinator.

(7) Provide clinical supervision and direction to the Sheriff's Department's first response officers.

(8) Establish and maintain a working relationship with Medical Directors of Emergency Services agencies, including fire services, operating in Columbia County.

(9) Report to the Florida Bureau of Emergency Medical Services any EMT or paramedic who has had their privilege to provide patient care removed by the Medical Director. Such report of disciplinary action must include a statement and documentation of the specific acts of the disciplinary action.

(10) Provide availability of telephone support for EMS providers during medical incidents at the request of the primary response agency.

(11) Provide field response or phone support, as needed, during multiple casualty incidents at the request of the primary response agency.

(12) Support Public Facility AED Programs to include prescriptions for AED equipment.

(13) Support the agency designated by the City as a lead agency for Health and Medical, Emergency Support Function 8.

(14) Complete an Incident Management Command System course approved by the Emergency Management Division.

(15) Participate in local EMS Medical Advisory Board meetings.

(16) Maintain accessibility through a local cellular phone number, text and email.

B. Establish Standing Orders, Protocols and Standards of Care.

(1) Develop and maintain medically appropriate BLS and ALS standing orders and protocols for the Fire Departments and supporting first responders within Columbia County.

(2) Develop and revised, when necessary, Trauma Transport Protocols for submission to the Florida Department of Health for approval. Ensure all EMTs and paramedics are trained in the use of the trauma scorecard methodologies for adult and pediatric trauma patients.

(3) Develop and revise, when necessary, Stroke Alert Transport Protocols for the submission to the Department of Health for approval. Ensure

that all EMTs and paramedics are trained in the use of the stroke assessment scorecard methodology.

(4) Assist all appropriate agencies of the City to the greatest extent possible in the delivery of competent emergency medical care. This includes implementation of the policies established by the Emergency Management Division and/or City Council.

(5) Work with emergency department directors to insure a community standard of care.

(6) Assist all appropriate agencies to the greatest extent possible in the delivery of exceptional clinical care.

4. **COMPENSATION.** City shall pay Medical Director the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars per year, payable in four (4) equal quarterly installments of Five Thousand and 00/100 (\$5,000.00 Dollars) each beginning July 1, 2021, and each calendar quarter thereafter during the term of this agreement, unless otherwise agreed in writing between the parties.

5. **INSURANCE.** Medical Director shall maintain during the term of this agreement the following insurance coverage:

a. Professional liability of no less than \$250,000.00 per claim and \$750,000.00 aggregate coverage to include emergency medical services.

b. Workers' compensation coverage in the statutory amounts as required by Florida law, unless Medical Director provides a certificate of exemption from the State of Florida, Department of Financial Services, Division of Workers' Compensation.

6. **INDEMNIFICATION.** Medical Director, at its own expense, shall indemnify, defend and hold harmless the City from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Medical Director, its employees or subcontractors. This provision shall survive the termination of this agreement.

7. **TERM.** The initial term of this agreement shall be for one (1) year beginning July 1, 2021 and ending June 30, 2022. This agreement may be extended for four (4) additional one-year periods (total 5 years) upon terms and conditions and the written agreement of the parties. Either party may terminate this agreement with or

without cause upon giving thirty (30) days prior written notice to the other party. Medical Director's agreement to indemnify and hold harmless City and the provisions contained in paragraph 6 shall survive the termination of this agreement. Unless Medical Director is in default under this agreement, Medical Director shall be paid for all work performed prior to the termination of this agreement.

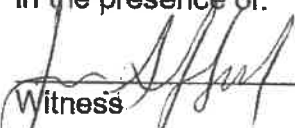
8. GOVERNING LAW. This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole exclusive venue for any legal action between the parties.

9. PUBLIC RECORDS. The parties acknowledge the City, as a political subdivision of the State of Florida, is required to comply with the Public Records Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the City as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Therefore, Medical Director shall, for a minimum of five (5) years from the expiration or termination of this agreement, maintain all records resulting from this agreement which shall be made available to the City upon reasonable written request. City shall be responsible for reasonable costs of copying such public records.

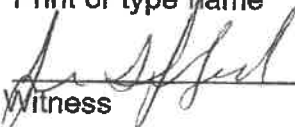
10. ATTORNEY FEES. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

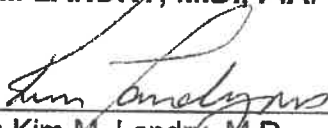

Witness

Jessie Stafford
Print or type name

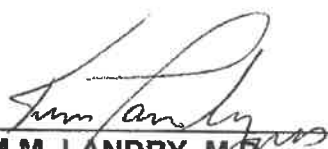

Witness

Jessie Stafford
Print or type name

KIM M. LANDRY, M.D., P.A.

By: 
Print: Kim M. Landry, M.D.

Title: President


KIM M. LANDRY, M.D.

Witnesses as to Kim M Landry, M.D., P.A.
And Kim M. Landry, M.D.

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 2nd day of July, 2021, by KIM M. LANDRY, M.D., as the President of KIM M. LANDRY, M.D., P.A., a professional association, on behalf of the association, who is personally known to me or who has produced a Florida driver's license as identification.



Jerae A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jerae A. Blanton

Notary Public, State of Florida

My Commission Expires: 4/23/2022

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 2nd day of July, 2021, by Kim M. Landry, M.D., who is personally known to me or who has produced a Florida driver's license as identification.



Jerae A. Blanton
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG210211
Expires 4/23/2022

Jerae A. Blanton

Notary Public, State of Florida

My Commission Expires: 4/23/2022