



Office of the Fire Chief
MEMORANDUM

DATE: August 15, 2019
TO: Board of Fire Commissioners
FROM: Brian Gorski, ^{BG} Fire Chief
RE: Medical Director Contract

In completing the Certificate of Public Convenience and Necessity (COPCN) application, part of this process requires us to have an executed contract between the Medical Director and Southern Manatee Fire Rescue District prior to submitting.

Besides being a requirement of the COPCN, it is also required by the State of Florida in obtaining our Advanced Life Support License.

The COPCN Ordinance requires all BLS and ALS Licensed Providers operating in Manatee County to utilize Dr. Nonell as their Medical Director and Florida Statute 401 and 64J of the Florida Administrative Code (the laws that govern EMS in the State of Florida), require licensed BLS and ALS providers to have a Medical Director supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for under his license. The medical director must perform duties including advising, consulting, training, counseling, and overseeing of services, including appropriate quality assurance.

The medical director develops medically correct standing orders or protocols which permit specified ALS and BLS procedures when communications cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The medical director shall issue standing orders and protocols to the ALS provider to ensure that the ALS provider transports or make arrangements for transport to facilities that offer a type and level of care appropriate to the patient's medical condition within

our service region.

Additionally the medical director shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to our personnel as to the availability of medical direction “off-line” service to resolve problems, system conflicts, and provide services in an emergency.

The medical director is also responsible to ensure and certify that security procedures of our medications, fluids and controlled substances are in compliance with both Florida and Federal laws and to create, authorize and ensure adherence to detailed written operating procedures regarding all aspects of handling medications, fluids and controlled substances by the Southern Manatee Fire Rescue District.

Currently Dr. Nonell is the Medical Director for Manatee County EMS, West Manatee Fire Rescue District, Westcoast Southern Medical Ambulance Service and practices emergency medicine at Lakewood Hospital Emergency Department.

This contract template is one that has been used in Manatee, Sarasota, and Charlotte County and addresses the items that are required under Florida Law as well as local ordinance. This particular contract has been reviewed by our attorney (David Jackson) with some revisions/additions made to entail recent changes to the F.S. 119 and as recent as August 5, 2019.

The reason for sending back to our attorney, the current language in paragraph 4 pertaining to medical malpractice insurance and tail coverage generated a question about whether the tail-coverage had an additional cost and if so, what was it.

Even though I already knew the answer I wanted to make certain that I was correct, so I contacted Phill Baker from Boyd Insurance. Boyd provides our general liability coverage through VFIS. According to Phill and VFIS this cost is already covered within your general liability policy and there is no additional cost. The District has had this type of coverage since day you began using VFIS.

I then asked Phill if he could ask VFIS if they can give me a estimate of what the cost is within our general liability coverage, meaning can they extract this from their total cost to provide an estimate and both Phill and VFIS said “no”, and again restated that this is part of the general liability cost.

In getting this question answered, Phill and VFIS stated that our current language in Paragraph 4 as it relates to medical malpractice needs to read

differently than what was written by our attorney.

The contract that was sent to you on July 25, 2019 by email stated “ ***The district agrees to provide liability coverage in the amount of two (2) million dollars (\$2,000,000) with a minimum of two (2) years of tail coverage at no cost to Nonell***”.

Upon receipt of this information I immediately sent it back to David Jackson for his review and inclusion if he agreed. This was on August 5 and on the same day, David Jackson did respond back to me stating that he was good with this language because the intent did not change. The new language reads “***The District agrees to provide liability coverage in the amount of two (2) million dollars (\$2,000,000) and agrees to continue coverage for at least two (2) years following the termination of this agreement***”.

The reason for this two-year coverage after termination of an agreement with a medical director pertains to Florida’s statute of limitations for a medical malpractice claim to be filed. As an example, at the end of this agreement Dr. Nonell does not renew instead the new medical director contract relationship is with Dr. Doe. Two months into the new contract agreement, a medical practice claim is filed that occurred six (6) months prior while Dr. Nonell was under contract, our VFIS general liability policy will provide medical malpractice coverage to Dr. Nonell since he was the medical director when that claim incident occurred.

The salary amount was determined through a survey that I conducted over Medical Director salaries. This spreadsheet is attached. I obtained information from twenty-seven (27) agencies that provide both ALS Transport and ALS Non-transport and then I pulled out those agencies (17) that just operate ALS Non-transport vehicles to calculate an average salary to compare with.

To expand on my answers to some of your questions over the salary on why we are starting at \$27,000. West Manatee began contracting with Dr. Nonell in July 2017 at \$25,000 and this salary was based off a survey that Chief Sousa completed during that time period that included 8 Fire Departments and the average salary was \$23,414.88. Based on that survey, West Manatee approved the salary of \$25,000, which was \$1500.00 more than what their survey showed back then.

Two years later our survey included 17 Fire Departments providing ALS Non-Transport and that survey resulted in an average salary of \$27,464.71 and that is how we came up with the stating salary of \$27,000.

I cannot speak on how each agency came up with their individual salaries for

their medical director, some of them could have conducted surveys like we did (SMFR & WMFR), some might have used call volume and size of department by the number of FTE's, or instead of the number of FTE's they may have used the number of apparatus licensed with call volume. Another way might have been by co-operative agreement and sharing cost by dividing the cost based on call volume and/or size of the workforce (i.e. the bigger departments with higher call volume pays a higher share of the cost). We did something like this in Sarasota County, everyone paid a share including the non-ALS departments and our 1 volunteer department since everyone benefited by using the medical director in different ways.

A typical term for this type of agreement is 3 years, but you all can do whatever you want to do, 2, 3, 4 or even 5 year. The reasons we used a 3 year term, the first reason, once we get our COPCN and our ALS license, both of these are on two year renewal cycle, when it is time to submit for renewal of both, a current medical director contract needs to be submitted along with other documents.

If we used a 2 year term, then we would be submitting a contract to both the County and the State that would either be near its expiration date or it would be expired upon receipt of the renewal documents and neither the County or State would renewal our licensed due to this. Using the 3-year term will prevent us from having this problem with renewing both our COPCN and ALS License.

Another reason for using a multi-year term, it helps us with fixed cost for budgeting. We know for 3-years our cost for this service just like we know our cost for 3-years with our Auditor. I would recommend that we keep the term as a 3-year agreement, but if you want less, please let me know.

Medical Director is classified as a Professional Service under Florida Statute 621.03, other services that fall under this "Professional Service" classification are accountants/auditors, attorneys, architects and physicians, this is just a few examples.

Typically, these services when either contracted or engaged by letter get some sort of increase between the years contracted/engaged. A few examples that we already do, our attorneys (District / Labor) annually use CPI and this is by letter to us during the month of July. Your auditor is engaged by letter (standard format) and uses a flat fee of \$500.00 for each year engaged.

In the Manatee-Sarasota County area they use a 3% cost of living between each contracted year except for Manatee County. In Manatee County for Dr. Nonell, he "receives on the 1st pay period after his anniversary of the effective date of his agreement, a pay increase equal to 2/3rd's of the maximum merit or similar increase available to other county employees that year plus shall be entitled to

cost of living pay increases and benefits applicable to other county employees". So, I guess this could be 3% or more each year. I am not knowledgeable on how their merit system works.

So, in summary over cost of living increases, I am not doing anything unusual for this professional contract. If you do not want the 3% cost of living (total of \$1645.00 for this 3-year term), let me know and I will remove it.

Attached is the revised copy of the contract. After your review and comments, our plan is to get this to Dr. Nonell in August for his review/signature and then back to us so I can get this item on one of our agendas during the month of September for your approval.

Cc: Attachments

AGREEMENT

MANATEE COUNTY, FLORIDA

**FY2019 – 2022 AGREEMENT FOR MEDICAL DIRECTOR
FOR THE SOUTHERN MANATEE FIRE & RESCUE DISTRICT
ALS NON-TRANSPORT ENGINES**

ADOPTED: _____, 2019

**AGREEMENT FOR MEDICAL DIRECTOR FOR
EMERGENCY MEDICAL SERVICES**

WHEREAS, Section 401.265(1), Florida Statutes, and Florida Administrative Code 64J-1.004, adopted pursuant thereto, require entities providing basic life support (BLS) or advanced life support (ALS) services to contract with a licensed physician as its Medical Director for Emergency Medical Services Systems; and

WHEREAS, the Southern Manatee Fire Rescue District (hereinafter called DISTRICT) is an independent special district created by the legislature of the State of Florida that provides fire and first response medical services to the citizens of Manatee County; and

WHEREAS, the DISTRICT responds annually to over 4000 requests for emergency medical assistance in Manatee County by providing first response ALS Non-Transport medical services and is therefore required to contract for the services of an Emergency Medical Services (EMS) Medical Director pursuant to State law.

NOW THEREFORE, in consideration of these premises and the mutual covenants by and between David C. Nonell, M.D., (hereinafter called NONELL), and the DISTRICT, the receipt and sufficiency of which is hereby agreed upon, the DISTRICT agrees to contract with NONELL as its Medical Director and NONELL agrees to accept the appointment as Medical Director for the DISTRICT upon the following terms and conditions:

1. The DISTRICT hereby appoints NONELL as Medical Director for the Southern Manatee Fire Rescue District.
 - a. The term of this agreement shall be for a period of three (3) years commencing October 1, 2019, through September 30, 2022. Either party may terminate this Agreement without cause on 90 days prior written notice given to the other party.
 - b. As compensation to NONELL for services rendered herein, the DISTRICT shall pay NONELL annual compensation as provided in Section 1.c. below.

<u>Year</u>	<u>Time Period</u>	<u>Total Amount</u>
FY20	10/1/19 – 9/30/20	\$27,000.00
FY21	10/1/20 – 9/30/21	\$27,810.00
FY22	10/1/21 – 9/30/22	\$28,645.00

- d. The District shall pay the annual amount for each fiscal year, as set forth in Section 1.c. herein, to NONELL in twelve (12) equal installments. Compensation to NONELL shall be made during the first week of each month during the given fiscal year.
2. NONELL accepts appointment as Medical Director and agrees to provide services as an independent contractor for the DISTRICT, which shall include the performance of the duties of Medical Director as set forth in Chapter 401, Florida Statutes, and Florida Administrative Code 64J-1.004.
3. NONELL shall further perform the professional duties as described herein:
 - a. Every two years develop and monitor medically correct standing orders or protocols that permit specified BLS and ALS procedures.
 - b. Shall develop and implement a patient care quality assurance system to assess the medical performance of DISTRICT personnel.
 - c. Shall ensure compliance to HIPAA rules and regulations.
 - d. Establish and approve equipment for non-transport vehicles and review and approve cervical immobilization devices for both adult and pediatric patients.
 - e. Develop and monitor EMS policies and procedures.
 - f. Provide oversight and approval of EMS training to include EMT-Paramedic re-certification as provided by the DISTRICT.
4. The parties hereby consent and agree that the DISTRICT is not waiving the defense of sovereign immunity, the limits of liability of the DISTRICT, or other sovereign immunity protections as provided for under Section 768.28, Florida Statutes. The DISTRICT agrees to provide liability coverage at no cost to NONELL in the amount of two million dollars (\$2,000,000) and agrees to continue coverage for at least two years following the termination of this agreement.
5. NONELL, or his designee, shall be available for Medical Direction (including, but not limited to, response to major medical emergencies, protocol interpretation, disaster management or community health issues) seven (7) days per week, twenty-four (24) hours per day.
6. This is an agreement for personal services and shall not be assigned by NONELL without the written consent of the DISTRICT.
7. This agreement, together with the laws and rules applicable thereto, constitute the entire agreement between the DISTRICT and NONELL, any verbal understanding or statements to the contrary notwithstanding.

8. No changes in this agreement shall be binding unless made in writing and signed by the parties.
9. Pursuant to applicable Florida law NONELL's records associated with this agreement may be subject to Florida's public record laws, Florida Statutes 119.01, et seq, as amended from time to time. NONELL shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the DISTRICT at the conclusion of this agreement, as provided for in Section 119.0701, Florida Statutes.

IF NONELL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NONELL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS, DEBBIE TUCKERMAN, P.O. BOX 20216, BRADENTON, FL 34204, (941) 751-7675, DTUCKERMAN@SMFR.COM.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2019.

Witness as to NONELL:

David C. Nonell, M.D.

 Title: _____

ATTEST: Southern Manatee Fire & Rescue District

BY: _____
Secretary

BY: _____
Chair

Date: _____

AC# 8043529

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
11/07/2017	ME 37261	589852



The **MEDICAL DOCTOR** named below has met all requirements of the laws and rules of the state of Florida:
 Expiration Date: **JANUARY 31, 2020**
DAVID CHARLES NONELL, M.D.
 8330 LAKEWOOD RANCH BLVD
 LAKEWOOD RANCH BLVD, FL 34202

Rick Scott
 Rick Scott
 GOVERNOR

Celeste M. Philip
 Celeste M. Philip, M.D., M.P.H.
 Surgeon General and Secretary

DISPLAY IF REQUIRED

8043529

STATE OF FLORIDA
DEPARTMENT OF HEALTH
AC#

DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
11/07/2017	ME 37261	589852

The **MEDICAL DOCTOR** named below has met all requirements of the laws and rules of the state of Florida:
 Expiration Date: **JANUARY 31, 2020**

DAVID CHARLES NONELL, M.D.

David Charles Nonell
 LICENSEE SIGNATURE

Medical Director Salaries

Manatee County EMS -	\$ 96,227.20
Sarasota County Fire ***-	\$ 180,510.00
Charlotte County Fire -	\$ 115,000.00
Longboat Key Fire Rescue -	\$ 28,137.00
North Port Fire Rescue -	\$ 40,000.00
West Manatee Fire Rescue -	\$ 26,500.00
Bonita Springs Fire Rescue -	\$ 25,000.00
Clearwater Fire Rescue * -	\$ 150,701.00
St. Petersburg Fire Rescue * -	\$ 165,500.00
Plant City Fire Rescue -	\$ 30,000.00
Temple Terrace Fire Rescue -	\$ 30,000.00
San Carlos Fire Rescue -	\$ 25,000.00
Estero Fire Rescue -	\$ 26,000.00
South Trail Fire Rescue -	\$ 25,000.00
Lehigh Acres Fire Rescue -	\$ 48,000.00
Ft. Myers Beach Fire Rescue -	\$ 32,000.00
Punta Gorda	\$ 20,000.00
Gasparilla Island Fire Rescue	\$ 2,400.00
Ft. Myers Shores Fire Rescue	\$ 25,000.00
Cape Coral Fire Rescue	\$ 30,000.00
Iona McGregor Fire Rescue	\$ 25,000.00
Boca Grande Fire -	\$ 19,000.00
North Collier County Fire Rescue ** -	\$ 65,000.00
Bayshore Fire Rescue -	\$ 26,000.00
Key Largo Fire Rescue -	\$ 18,000.00
Palm Harbor Fire Rescue -	\$ 28,500.00
South Walton Beach Fire Rescue -	\$ 38,500.00

Dark Red means provides Transport EMS and does operate ALS Non-Transport Engines

ALS Non-Transport Engines

West Manatee Fire Rescue -	\$ 26,500.00
Bonita Springs Fire Rescue -	\$ 25,000.00
San Carlos Fire Rescue -	\$ 25,000.00
Plant City Fire Rescue -	\$ 30,000.00
Temple Terrace Fire Rescue -	\$ 30,000.00
Estero Fire Rescue -	\$ 26,000.00
South Trail Fire Rescue -	\$ 25,000.00
Ft. Myers Shores Fire Rescue	\$ 25,000.00
Boca Grande Fire -	\$ 19,000.00
North Collier County Fire Rescue** -	\$ 65,000.00
Punta Gorda	\$ 20,000.00
Gasparilla Island Fire Rescue	\$ 2,400.00
Bayshore Fire Rescue -	\$ 26,000.00
Cape Coral Fire Rescue	\$ 30,000.00
Iona McGregor Fire Rescue	\$ 25,000.00
Palm Harbor Fire Rescue -	\$ 28,500.00
South Walton Beach Fire Rescue -	\$ 38,500.00

\$ 27,464.71 Average Salary for Med Dir. For ALS Non-Transport

Southern Manatee Fire Rescue - \$ 27,000.00

\$ 49,665.75 Average Salary based on 27 responses

* They have transport vehicles but transport is provided by private service (SunStar)

** Fire District contracts with Medical Group that has 3 Doctors which this cost is split between Collier Co. EMS, Fire District share is \$65,000.

***Sarasota contract is for \$902,554.00, yes that amount is correct and it is for a group of Doctors, at least 3 Doctors, it is a 5 year contract that pays \$180,510 a year to this group.

\$ 62,437.00 State of Florida DOH-Office of EMS Average Salary - not certain how often this information is updated