



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 4

9:15 a.m. Brett Mason, Sheriff (5 min)

1. Medical Director Agreement

Staff Contact:



102 Industrial Dr, PO Box 218, Eagle Lake, MN 56024 (507)257-3224
301 Second Street NE, New Prague, MN 56071
Dr. Michael Wilcox, Medical Director
Mark Griffith, Medical Coordinator

Medical Director Agreement

This agreement is entered into by and between **Michael Wilcox, MD**, (hereinafter "Physician") and the **Le Sueur County Sheriff's Training Center** (hereinafter "Service").

WHEREAS, The Service desires to provide emergency medical services and desires assistance in providing the following medical direction to the Service:

NOW THEREFORE, it is agreed that Physician will act as medical director for the **Le Sueur Sheriff's Training Center** and will provide the following consultation to the Service per Minnesota Statutes 144E.001 to 144E.33 and Minnesota Rules Chapter 4690.

144E.265 Sub. 1 [Requirements] A Medical Director shall:

1. Be currently licensed as a physician in this State;
2. Have experience in, and knowledge of, emergency care of acutely ill or traumatized patients;
3. Be familiar with the design and operation of local, regional, and State emergency medical service systems.

144E.265 Sub. 2 [Responsibilities] Responsibilities of the Medical Director shall include, but are not limited to:

1. Approving standards for training and orientation of personnel that impact patient care;
2. Approving standards on upgrading and purchasing equipment and supplies that impact patient care;
3. Establishing standing orders for pre-hospital care;
4. Approving triage, treatment, and transporting protocols;
5. Participating in the development and operation of continuous quality improvement programs including but not limited to, case review and resolution of patient complaints;
6. Establishing procedures for the administration of drugs; and
7. Maintaining the quality of care according to the standards and procedures established under clauses (1) to (6).

144E.265 Sub. 3 {Annual Assessment; Ambulance Service. Annually, the Medical Director or the Medical Director's designee shall assess the practical skills of each person on the ambulance service roster and sign a statement verifying the proficiency of each person. The statements shall be maintained in the licensee's files.

IT IS FURTHER AGREED, that the Service shall:

1. Implement the medical protocols and guidelines developed by Physician;
2. Report patient care problems and public complaints on patient care and transportation to Physician;
3. Report all proposals for the purchase of patient care equipment to Physician for evaluation and advice;
4. Give Physician access to copies of ambulance run reports for evaluation and review; and
5. Provide physician on a periodic basis with information on the number of personnel and their levels of training.

IT IS FURTHER AGREED, that the Service agrees to indemnify and hold Physician harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from any act of omission of the Service, its agents, employees, or contractors, except Physician, in the performance of their duties or in any way related to the failure to fully perform in respect to all obligation under the contract.

IT IS FURTHER AGREED, that the Physician agrees to indemnify and hold Service harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly from professional negligence on the part of the Physician in the performance of his duties under this contract.

IT IS FURTHER AGREED, that the parties intend that an independent contractor relationship will be established by this contract. Physician is not to be considered an agent or employee of Service for any purpose.

It is acknowledged by the parties that Physician may have access to confidential information concerning the Service, including names and addresses of the services, patients, and medical information provided by the Service, amounts paid for these services, the marketing program of the Service, and other information regarding the manner and methods of its operations.

Therefore, in consideration of the terms of this Agreement, Physician agrees that during the term of this Agreement and for a period of five years immediately following its termination, he will not:

use, give, or divulge to any person or entity anywhere located, any medical information, information regarding prices and fees, or other information or data acquired by Physician prior to or during the term hereof which is learned by Physician as part of performance of this Agreement and not as a part of the general experience and knowledge learned by Physician.

IT IS FUTHER AGREED, that the service agrees to pay the physician the sum of \$500 per year. Subject to change as agreed to by both parties.

IT IS FUTHER AGREED, that this contract may be terminated by either party if submitted in writing with minimum of a 90 day notice.

Physician further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on the subject of the services to be rendered by Physician as Medical Director for Ambulance Services & First Responder Agencies.

Dated this 1st Day of February, 2019

MN. 20837

Physician

Minnesota License #

Department

Chief/Director/President Signature