

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA ITEM NO. _____ September 20, 2011

September 7, 2011

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN DR. MICHAEL SCOTT LYNN AND THE ALAMEDA COUNTY SHERIFF'S OFFICE FOR TACTICAL EMERGENCY MEDICAL SUPPORT

Dear Board Members:

RECOMMENDATION:

It is respectfully requested that your Honorable Board approve the Memorandum of Understanding between Dr. Michael Scott Lynn (ACMC, Highland Campus, Emergency Department, Oakland, CA) and the Alameda County Sheriff's Office for Tactical Emergency Medical Support for the period commencing as of the date of signature of this Agreement for a term of five years.

SUMMARY/DISCUSSION:

The new standard for Tactical Emergency Law Enforcement units is to work with a medical support person who will be able to

- Participate in tactical trainings with them and to be available to be "called out" with the team during an emergency;
- Train them to provide the best possible emergency medical treatment to themselves or civilians during an emergency situation when on-site medical care is not available;
- Provide on-site medical care when possible during an emergency situation;
- Act as a medical liaison to local Emergency Medical System officials, local hospitals, and officials for Public Health Agencies during an emergency situation
- And in general provide the Tactical Emergency Law Enforcement unit with a safer environment.

Recognizing this important new standard, the Sheriff Office is taking steps to implement this standard within the Alameda County Sheriff's Office.

SELECTION/CRITERIA

The Sheriff's Office has determined that the individual to fulfill the position of Medical Support person must be a Reserve Officer and must have medical emergency expertise. While the Sheriff's Office was considering the best means to find such an individual, Dr. Lynn contacted the Sheriff's Office. He volunteered to accept this assignment in the capacity as a volunteer. He is currently employed by Alameda County Medical Center, Highland Campus in the Emergency Room and he is already certified as a Sheriff Reserve Officer III. This agreement does not include any wages, remuneration, or other form of payment for Dr. Lynn's service. The Alameda County Sheriff's Office will provide Dr. Lynn with tactical medical supplies and necessary clothing and tactical gear as received by all members of the tactical team.

FINANCING:

There will be no increase in the Sheriff's Office appropriation for FY2012 or future fiscal years as a result of this Memorandum of Understanding.

Respectfully submitted,

B. Theriault

GJA
Gregory J. Ahern

Gregory J. Ahern
Sheriff-Coroner

GJA:KBV:kbv

cc: Susan Muranishi, County Administrator
Patrick O'Connell, Auditor-Controller

**MEMORANDUM OF UNDERSTANDING BETWEEN DR. MICHAEL SCOTT LYNN,
M.D., AND THE ALAMEDA COUNTY SHERIFF'S OFFICE FOR
TACTICAL EMERGENCY MEDICAL SUPPORT**

This Agreement ("Agreement") is made between Dr. Michael Scott Lynn, MD, (Dr. Lynn) a Tactical Emergency Medicine Services (TEMS) provider, and the County of Alameda on behalf of the Alameda County Sheriff's Office (ACSO) (collectively "the Parties").

RECITALS:

WHEREAS, Dr. Lynn desires to provide Tactical Emergency Medicine Support (TEMS) to the ACSO's Special Weapons and Tactics Team (SWAT);

WHEREAS, Both parties desire to contract with each other to form a Tactical Emergency Medicine Team to be supported by Dr. Lynn;

WHEREAS, Such TEMS services for the ACSO will include advanced life support and emergency medical care in the field for any team training, mission, or significant incident which involves unusual hazards to law enforcement officers.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

The following terms will have the following meanings for this Agreement:

1.1 "Training" and "call-outs" refers to tactical unit training or a tactical SWAT Team deployment.

1.2 "Mission" shall mean training and call-outs, rescue operations or any other significant incident which involves unusual hazards to the SWAT Team.

2.0 TEMS PROVIDER'S DUTIES

Dr. Lynn will provide tactical emergency medicine support as set forth below:

2.1 BEFORE a Mission, Dr. Lynn will:

- a) Attend training sessions whenever possible where he will provide training in tactical emergency medicine to the ACSO SWAT Team. Additionally Dr. Lynn will tactically train with the members of the ACSO SWAT Team to enhance teamwork and mutual understanding of their respective roles where possible.
- b) Monitor training and callouts to detect and prevent injuries and illnesses to heat or cold extremes, food poisoning, environmental injuries, etc.
- c) Prepare a medical tactical pre-plan to aid the ACSO Unit Commander in mission planning when feasible.
- d) Research any pertinent medical issues relating to training and callouts.

- e) Be available whenever possible for any general medical support needed for the SWAT Team members.
- f) Advise and participate in instruction for the unit in basic first aid including practicing "officer down" scenarios, rescue, extrication, hazardous material drills, and training in the medical aspects of other hazardous missions.
- g) Be available where possible to serve as resource to contact for any medical concerns that impact the ACSO SWAT Team.

2.2 DURING a Mission where Dr. Lynn is present he will provide:

- a) On-site Medical Care. Provide on-site medical care that results in the immediate availability of first aid, advanced airway management, and prompt treatment of shock, traumatic injury and medical illness.
- b) Liaison. Serve as a liaison to local Emergency Medical System (EMS) officials, local hospitals, officials for Public Safety Agencies, and other personnel for the Unit Commander and members of the ACSO SWAT Team.
- c) Remote Assessment. Provide from within and outside the hot zone (in consideration of the specific circumstances) remote medical condition assessment of officers or victims injured in exposed positions.
- d) Indirect Medical Care. Remain available for "medicine across the barricade" as needed. The need for such indirect medical care may arise in several situations including the need to provide medical care instructions to hostages or bystanders via telephone or radio if they are unable to receive direct medical care.
- e) Interface With EMS Providers. Interface with existing advanced life support (ALS) EMS providers and help obtain tactically secure and timely transportation for the injured or ill, via communications with ground and/or air medical EMS Transport Agencies. Dr. Lynn will be part of a non-transport agency and will rely upon the existing EMS system for transportation of patients.
- f) Patient Advocate. Serve as the patient advocate for members of the ACSO SWAT Team who are treated by other medical providers and accompany injured members to the hospital whenever possible, thus helping to provide integration and improved communication between officers and the local health care delivery system.
- g) Medical Aid To Non-law Enforcement Personnel. Provide humanitarian, stabilizing medical aid to non-law enforcement personnel who are present and in need of critical medical intervention. (The existing EMS system will also interface, treat and transport any such patients as soon as possible.)

2.3 AFTER a Mission, Dr. Lynn will provide:

- a) The Incident Review. Be present whenever possible at the debriefing session, and provide an analysis of the mission from Dr. Lynn's perspective, providing suggestions for improvement regarding the event to the ACSO SWAT Team.
- b) Recommendations. Recommendations on future medical training and procedures to the ACSO SWAT Team. This might include such broad areas as gear recommendations, environmental, health and safety (EH&S) issues, and other projects at the discretion of the tactical commander.

2.4 Training and Qualifications. Dr. Lynn will:

- a) Be trained to provide TEMS services to law enforcement personnel.
- b) Provide proof of and maintain current certifications of licensure, as well as ongoing continuing medical education requirements. Dr. Lynn has already taken POST-certified advanced courses in TEMS and Basic SWAT and in conjunction with the SRU commander will continue to seek further education.
- c) In order to function effectively in support of the ACSO SWAT Team, Dr. Lynn must have a working knowledge of the ACSO SWAT Team, including its tools and tactics. ACSO SWAT agrees to make available on a regular basis training to understand mission objectives, tactics used, weapons, special devices likely to be employed, and communications policies and procedures. By virtue of his status as a Reserve Officer, Dr. Lynn will at all times on a mission and where appropriate elsewhere carry a County-approved firearm. This is for his safety and the safety of other tactical team members.
- d) Dr. Lynn will undergo appropriate training and continuing education to maintain a minimum Reserve Officer Level III status. However, to further promote the highest level standards and long term objectives of ACSO SWAT, ACSO will facilitate Dr. Lynn's transition from Level 3 to Level 2 and, where possible, Level 1 reserve status.
- e) Dr. Lynn will coordinate with the ACSO SWAT Team Commander to select and screen any other potential TEMS provider(s). A minimum of level III reserve officer status will be required for all TEMS providers.

2.5 Equipment and Supplies. Tactical medical supplies and the clothing and tactical gear of Dr. Lynn will be provided by the ACSO. The clothing and tactical gear of Dr. Lynn will duplicate the clothing and gear of the Tactical Team with whatever medical modifications needed as deemed by Dr. Lynn in conjunction with the SRU commander. As an MD and in an effort to make certain that SWAT can function with the highest standards under the most austere conditions, Dr. Lynn's gear will include an extensive medical gear bag, including emergency airway supplies, trauma tools, defibrillator, drugs, etc, as outlined in Exhibits A and B, which are incorporated into this MOU by this reference. Dr. Lynn will be given reasonable discretion, in conjunction with the SRU commander, in selecting aforementioned items, such as medical supplies and medical gear.

3.0 AGENCY DUTIES

3.1 Insurance. Dr. Lynn will be covered under the Alameda County medical malpractice insurance for any act occurring while Dr. Lynn is involved in an operation, mission, or training, or generally caring or advocating for SWAT team members under this Agreement. Should a medical/civil lawsuit arise, the ACSO will assume all responsibility for individual and separate legal representation, litigation and possibly settlement of such claims. Except as otherwise provided in this Agreement, Dr. Lynn specifically waives the right to obtain financial settlements for any injuries incurred in the line of duty including death, disability or dismemberment.

Under the terms of Board Resolution No. 2004-57, which is hereby referenced and incorporated into this Agreement, with regard to Worker's Compensation, Dr. Lynn is considered a "Reserve Deputy Sheriff."

3.2 Payment. Neither the ACSO nor the County will provide any wages, remuneration, or other form of payment for Dr. Lynn's services under this Agreement. This Agreement does not create any obligation or commitment of funds or payment nor a basis for a transfer of any funds or payment. Dr. Lynn agrees that his services and time are voluntary under this Agreement.

3.3 Indemnification. With the exception of willful misconduct, gross negligence or criminal conduct, the County of Alameda will indemnify Dr. Lynn for all medical and civil acts he performs under this Agreement. Should a medical/civil lawsuit arise, the ACSO will assume all responsibility for separate and individual legal representation for Dr. Lynn, litigation and possibly settlement of such claims.

4.0 TERM AND TERMINATION

4.1 Term. The promises and obligations herein contained shall commence as of the date of signature of this Agreement for a term of five years and shall be automatically renewed for one year periods thereafter unless either party gives the other party written notice of intent not to renew this Agreement at least ninety days prior to the expiration of the term.

4.2 Termination. Written notice by either party is required to terminate this Agreement immediately. In the event either party to this Agreement shall, with or without cause at any time, give the other party at least thirty days advanced written notice of termination, the Agreement shall terminate on the future date specified in such notice.

5.0 MISCELLANEOUS

5.1 Entire Agreement. This Agreement, excluding addendums, constitutes the entire Agreement between the parties and contains all of the terms and conditions between the parties with respect to the subject matter hereunder. Neither Dr. Lynn nor the ACSO shall be entitled to payment, benefits or service of any kind. This Agreement supersedes any and all other agreements either written or oral between the parties with respect to the subject matter hereof.

5.2 Choice of Law. This Agreement shall be construed and interpreted in accordance with the laws of California.

5.3 Amendment. This Agreement may only be amended, modified or terminated by an instrument signed by the parties involved. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, legal representatives and assigns, and neither this Agreement nor any right or interest of Dr. Lynn or the ACSO arising herein shall be voluntarily or involuntarily sold, transferred or signed without written consent with the other party, and any attempt will result in that assignment being void.

5.4 Notice. If notice is required herein, it shall be effective when delivered in person or when sent by United States Certified Mail to:

Dr. Michael Lynn

Gregory J. Ahern, Sheriff
1401 Lakeside Drive 12th Floor
Oakland, CA 94612

5.5 Independent Volunteer. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Dr. Lynn is a volunteer. Dr. Lynn is not the employee of the County in any capacity whatsoever. Similarly, no obligation or obligations are under any circumstances created for Dr. Lynn in this position given its voluntary nature. Dr. Lynn will endeavor to be available as much as possible but in no way shall be deemed liable for the result of any act or omission related to the activities set forth in this document by his absence for any duration or any circumstance.

Dr. Lynn shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, or unemployment insurance benefits, civil service protection, or employee benefits of any kind, except as expressly outlined above.

5.6 Use of County Property. Dr. Lynn shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his obligations under this Agreement or obligations consistent with his law enforcement training, medical training, or Hippocratic Oath.

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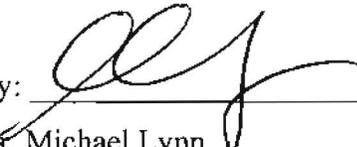
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Signed and entered on this _____ date of _____ 2011.

COUNTY OF ALAMEDA

TEMS Service Provider

By: _____
Sup. Nate Miley, President
Alameda County Board of Supervisors
Date: _____

By:  _____
Dr. Michael Lynn
Date: 9/1/11

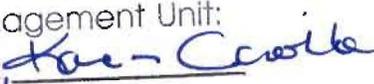
ALAMEDA COUNTY SHERIFF'S OFFICE

By: _____
Gregory J. Ahern, SHERIFF
Alameda County Sheriff's Office.
Date: _____

Approved as to form:

Richard Karlsson, Interim County Counsel

By:  _____
Date: 9/1/2011

Risk Management Unit:
Reviewed By:  _____
Date: 9/1/2011