

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040215_

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize Chairman to execute comprehensive three-year agreement with Joseph Lemmons, D.O., FACEOP, for FMS Medical Director at the Division of Public Safety in the amount of \$55,000.00 annually.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: It allows Lee County Emergency Medical Services (LCEMS) to have services of a medical director as required by Chapter 401, Florida statutes

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 4

C7A

3. MEETING DATE:

03-16-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

STATUTE FS 401
 ORDINANCE 02-19
 ADMIN. CODE AC-4-4
 OTHER

A. COMMISSIONER _____
 B. DEPARTMENT Public Safety
 C. DIVISION EMS
 BY: *John Wilson, Director*
For Mr. Wilson

7. BACKGROUND:

LCEMS has maintained agreements with local physician(s) who specialize in Emergency Medicine for necessary medical deliverables. This includes clinical oversight, training and medical quality improvement of medical personnel; patient care protocols, policies and procedures; and pre-arrival emergency dispatch instructions and EMS system performance measures mandated under the direction of the Board of County Commissioners.

Dr. Lemmons is a local Osteopathic physician who is Board Certified in Emergency Medicine and is employed at a local hospital emergency. Dr. Lemmons has served as a LCEMS medical director since January 1995.

FUNDING WILL BE AVAILABLE IN THE FOLLOWING ACCOUNT STRING: KF5260100100.503190

Independent Divisions / Public Safety / Emergency Response / General Fund / Contracted Services

Attachments: Three (3) Original Medical Director Agreements
 Florida Osteopathic Physician License
 USDOJ / DEA – Controlled Substance Registration Certificate

8. MANAGEMENT RECOMMENDATIONS: Staff recommends approval.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing Agreements	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>2-29-04</i> <i>John Wilson</i>	CONTRACTS	N/A		<i>John Wilson</i>	OA	OM	Risk	GC	<i>HS</i> <i>3/2/04</i>
					<i>3/1/04</i>	<i>3/1/04</i>	<i>3/1/04</i>	<i>3/1/04</i>	

10. COMMISSION ACTION:

_____ APPROVED
 _____ DENIED
 _____ DEFERRED
 _____ OTHER

Rec. by CoAtty
 Date: *3/1/04*
 Time: *2:15 PM*
 Forwarded To:
Budget
3/1/04 7:00 AM

RECEIVED BY
 COUNTY ADMIN: *VM*
2/27/04
 COUNTY ADMIN
 FORWARDED TO: *AK*
3/2/04
4:15 PM

Agreement between
Lee County Board of County Commissioners
(Lee County Emergency Medical Services)
and
Joseph Lemmons, D.O., FACOEP

AGREEMENT made this day of , 2004, between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and Joseph Lemmons, D.O., An emergency physician duly licensed and authorized to practice medicine in the State of Florida, hereinafter referred to as "Medical Director."

W I T N E S S E T H:

WHEREAS, it is the responsibility of Lee County to insure that its inhabitants receive emergency medical services when needed; and,

WHEREAS, pursuant to law and in the interest of providing the best possible emergency medical service to Lee County, a licensed medical doctor shall act as the Medical Director for Lee County Emergency Medical Service; and,

WHEREAS, Section 401.265 (1), Florida Statutes, provides for the contracting of a Medical Director for the purposes of supervising and accepting responsibility for emergency medical services, paramedics and medical technicians as outlined in 64E-2 (FAC); and,

WHEREAS, Section 401, Florida Statutes provides additional responsibilities of the Medical Director relating to oversight and quality assurance of emergency medical service providers; and,

NOW, THEREFORE, the parties to this Agreement do mutually covenant and agree as follows:

SECTION ONE: Responsibilities, Basic Duties and Performance Standards

The position of Lee County Emergency Medical Services' Medical Director duties shall include providing in-service training to the Lee County Emergency Medical Services staff; assisting with Lee County Public Safety's Special Needs program development; development and revision of medical protocols and standing orders; strategic planning; quality assurance / improvement activities; and promotional / remedial testing of medical staff. The Medical Director shall be responsible directly to the Director of Lee County Public Safety or his/her designee, provided that nothing herein shall authorize any limitations or restrictions on the professional judgment or statutory responsibilities as Medical Director.

In order to accomplish this responsibility, and duties enumerated herein, the Medical Director shall, at a minimum, devote fifteen (15) hours a month on the premises of Lee County EMS.

In addition, the EMS Medical Director shall devote a minimum of eight (8) hours on a quarterly basis to observe EMS operations. The Medical Director of Lee County EMS shall be responsible for maintaining records sufficient to document compliance with the foregoing requirements.

SECTION TWO: Responsibilities Under State Law

The Medical Director agrees to perform all services required of the Medical Director pursuant to Chapter 401, Florida Statutes, and all present rules and regulations of any governmental agency implementing said chapter or other established duties required to be performed by said Medical Director. The Medical Director shall also perform any future duties which may be established for the position of Medical Director, upon receipt of written notice from the County or the State of Florida that such additional duties are required of the Medical Director.

SECTION THREE: Scope of Authority

Pursuant to Florida Statute 401, Florida Statutes, the Medical Director shall be directly responsible for the medical performance of emergency medical technicians and paramedics employed by Lee County Emergency Medical Service and shall have full authority to direct and supervise their medical activities. This includes the exclusive right to grant or refuse privileges for any emergency medical technician or paramedic to operate under his medical license.

The Medical Director will assist the Director of Public Safety or designee in the development of goals and objectives, selection of candidate and performance evaluation of the Lee County Hazardous Materials Team Medical Director (HMTMD). The Medical Director's oversight will extend to the HMTMD functioning as an associate to the Medical Director as needed. The final decisions for all medical protocol and standing orders will be the responsibility of the EMS Medical Director.

SECTION FOUR: Instruction and Training

The Medical Director shall supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for the emergency medical services system. The Medical Director must perform duties including advising, consulting, training, counseling, and overseeing of services, including appropriate quality assurance, not to include non-medical administrative and management functions.

SECTION FIVE: Availability

The Medical Director shall be available to provide medical direction on a twenty-four hour, or as needed basis.

SECTION SIX: Insurance and Medical Licensure

The County Board of County Commissioners will provide professional liability insurance covering the acts and omissions of the Medical Director in the normal course of the duties performed as EMS Medical Director.

It is understood and agreed that professional liability coverage as afforded by the Lee County Board of County Commissioners is extended to include Joseph Lemmons, D.O., but only in respect to liability arising out of the performance of his duties as Medical Director with Lee County Emergency Medical Services. The amount of professional liability will be \$1,000,000 per occurrence, however this is limited to the county's liability established in Section 768.28 Florida Statutes.

SECTION SEVEN: Compensation

In consideration of all services rendered under this Agreement, from and after the date hereof, the Medical Director shall receive **fifty-five thousand dollars (\$55,000.00) annually.**

This salary may be changed by mutual agreement of both parties at any time. The Medical Director may submit not more than one invoice statement to the County each calendar month covering services rendered during the preceding month.

SECTION EIGHT: Termination

This Agreement shall continue in force for three (3) years from date first entered above. Contract may be terminated by either party hereto giving sixty (60) days written notice to the non-terminating party of intention to so terminate.

SECTION NINE: Conclusion

This Agreement replaces in its entirety Lee County Agreement dated February 15, 2003, and embodies the entire understanding of the parties. There are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter thereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

APPROVED AS TO FORM

By: _____
County Attorney's Office

ATTEST:

JOSEPH D. LEMMONS, D.O.

[Handwritten Signature]

(Witness)

Medical Director Name (Printed)

By: *[Handwritten Signature]*

Medical Director's Signature

[Handwritten Signature]

(Witness)

Date: _____

AC#1341996


STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/27/2004	OS 5632	11219

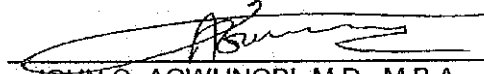
The **OSTEOPATHIC PHYSICIAN**
named below has met all requirements of
the laws and rules of the state of Florida.

Expiration Date: **MARCH 31, 2006**

JOSEPH LEMMONS
1500 LEE BLVD.
LEHIGH ACRES, FL 33936



JEB BUSH
GOVERNOR



JOHN O. AGWUNOBI, M.D., M.B.A.
SECRETARY

DISPLAY IF REQUIRED BY LAW

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

Sections 304 and 308 (2) U.S.C. 824 and 858 of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

DEA REGISTRATION
NUMBER

BL3067750

THIS REGISTRATION
EXPIRES

03-31-2004

FEE
PAID

\$210.00

SCHEDULES

2, 2N, 3, 3N, 4, 5 PRACTITIONER

BUSINESS ACTIVITY

DATE ISSUED

03-22-2001

LEMONS, JOSEPH B DO
2065 CLUBHOUSE ROAD
NORTH FORT MYERS, FL

33917

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY OR VALID
AFTER THE EXPIRATION DATE.