

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

**Blue Sheet No. 20061498**

**1. ACTION REQUESTED/PURPOSE:** Approve and authorize Chairwoman to execute three-year agreement with Joseph Lemmons, D.O., for EMS Medical Director at the Division of Public Safety in the amount of \$125,000.00 annually.

**2. WHAT ACTION ACCOMPLISHES:** Provides Lee County Emergency Medical Services with a medical director as required by Chapter 401, Florida Statutes.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

**4. Departmental Category:** 07 – **C7A** **5. Meeting Date:** **NOV 28 2006**

<b>6. Agenda:</b>	<input checked="" type="checkbox"/> Consent	<b>7. Requirement/Purpose: (specify)</b>	<input type="checkbox"/> Statute	<b>8. Request Initiated:</b>
	<input type="checkbox"/> Administrative		<input checked="" type="checkbox"/> Ordinance <u>02-28</u>	
	<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Public		<input type="checkbox"/> Other	
	<input type="checkbox"/> Walk-On			
		<b>Commissioner</b>		
		<b>Department</b> <u>Public Safety</u>		
		<b>Division</b> <u>EMS</u>		
		<b>By:</b> <u>John Wilson, Director</u> <i>JW</i>		

**9. BACKGROUND:**

Lee County Emergency Medical Services 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. Dr. Lemmons has served as a Lee County Emergency Medical Services Medical Director since January, 1995.

Funds will be available in the following account string: KF5260100100.503190

Attachments: Four (4) Original Medical Director Agreements

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>Andrea Frank</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>11/13/06</i>	<i>OK</i>	<i>11/13/06</i>	<i>11/13/06</i>	<i>11/14/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: *OK*  
*11/13/06*  
10:15 *mp.*  
COUNTY ADMIN  
FORWARDED TO: *PL*  
*11-14-06*  
*9 AM*

Rec. by CoAtty  
Date: *11/9/06*  
Time: *4:25 pm*  
Forwarded To:  
*Adm Serv*

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

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and Joseph D. Lemmons, D.O., an emergency physician duly licensed and authorized to practice medicine in the State of Florida, hereinafter referred to as "Medical Director."

WITNESSETH:

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 emergency medical technicians as outline in 64E-2.004(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 Lee County Emergency Medical Services' Medical Director's duties shall include supervision of and responsibility for the medical performance of the emergency medical technicians and paramedics employed by Lee County Emergency Medical Services. The Medical Director shall provide in-service training to the Lee County Emergency Medical Services staff; assisting with Lee County Public Safety's Special Needs program; development and revision of medical protocols and standing orders; strategic planning; quality assurance / improvement activities; and promotional and remedial testing of medical staff. The functional medical direction and oversight of the Medical Priority Dispatch Program for Lee County Emergency Dispatchers shall be part

of the prescribed responsibilities of the EMS system's medical director. This includes medical direction of all emergency medical dispatch operations, to include the use of predetermined questions, pre-arrival telephone instructions, and pre-assigned response levels and modes.

The Medical Director shall be responsible directly to the Director of Lee County Public Safety or designee, provided that nothing herein shall authorize any limitations or restrictions on the professional judgement or statutory responsibilities as Medical Director.

In order to accomplish this responsibility and the duties enumerated herein, the Medical Director shall, at a minimum, devote forty (40) hours a month on the premises of Lee County EMS.

In addition, the Medical Director of Lee County 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 Chapter 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.

#### **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 employed by Lee County Emergency Medical Service and shall have full authority to direct and supervise their medical activities. 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. The Medical Director will have 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 Directors of Public Safety or designee in the development of goals and objectives, selection of candidates and performance evaluation of the Lee County Hazardous Materials Team Medical Directors (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. The Medical Director will oversee HMTMD, specifically the development of clinical protocols, training, response, research branch participation and consultation to incident commanders, paramedics, nurses, etc., during response operations or patient care due to injury / illness arising from incidents involving Weapons of Mass Destruction, Catastrophic Disasters, Hazardous Materials Emergencies or missions in support of the FDLE Regional Domestic Security Task Force.

The Medical Director will develop Medical Priority Dispatch (EMPD) protocols for use by Lee County Emergency Dispatchers. The Medical Director will be responsible to approve and participate in providing training to all dispatch personnel in the provision of pre-arrival telephone instructions in order to assign response levels to EMS and fire rescue services.

The Medical Director also assumes the role of air ambulance medical director and will develop aeromedical protocols utilized by flight paramedics assigned to the EMS medical helicopter. This includes development and oversight of all critical care protocols for both air and ground transport ambulances.

The Medical Director will be a member of the air medical safety committee that meets quarterly to review safety policies, operational procedures, safety issues and audit compliance with acceptable safety policies and procedures.

The Medical Director assumes responsibility of overseeing the training of the automatic external defibrillator (AED) program offered by EMS.

The Medical Director will be the EMS medical liaison between the department and the medical director for the local trauma center. When necessary, the Medical Director will revise the Trauma Transport Protocol utilized by EMS and ALS Non-transport providers.

Pursuant to Chapter 401.272, Florida Statute, the Medical Director will coordinate any EMS Community Healthcare Program established in conjunction with the Lee County Health Department; for the purpose of effectively utilizing the skills of Emergency Medical Technicians and paramedics by enabling them to perform specific health care tasks that are consistent with the public health and welfare.

The Medical Director will have an open line of communications with the medical directors for the local EMT / Paramedic training programs, area EMS providers and area hospitals, Lee County Employee Health and Wellness, Lee County Health Department and other ancillary medical facilities and will provide professional guidance and support in the County's interest when called upon.

**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 Medial 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 Joe 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 \$1,000,000.00 per occurrence; however this is limited to the county liability established in Section 768.28 Florida Statues.

**SECTION SEVEN: Compensation**

In consideration of all services rendered under this Agreement, from and after the date hereof, the Medical Director shall receive **one hundred twenty-five thousand dollars (\$125,000.00) 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 one (3) year 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 Contract No. 2728, dated March 16, 2004, 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:

CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

By: \_\_\_\_\_  
Deputy Clerk

COUNTY: LEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Attorney=s Office

ATTEST:

*Vicki Langford*  
\_\_\_\_\_  
(Witness)  
*JM*  
\_\_\_\_\_  
(Witness)

Joseph D. Lemmons, D.O.  
Provider Name (Printed)

By: *Joseph D. Lemmons*  
\_\_\_\_\_  
Signature

Date: *11-1-06*  
\_\_\_\_\_