

RESOLUTION NO. 02-10-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA, AND PROFESSIONAL EMERGENCY SERVICES, INC. FOR A MEDICAL DIRECTOR; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon ("City") desires to enter into an Agreement between the City of Marathon (hereinafter "CITY") and Professional Emergency Services, Inc. (hereinafter "CONSULTANT") for a Medical Director; and

WHEREAS, the CITY, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the CITY'S Medical Director, also referred to as the Fire Department Physician; and

WHEREAS, under the direction of the City Manager or his designee, and as defined in Florida Administrative Code Chapter 64E-2.004, Medical Direction, the CONSULTANT shall perform the services of Medical Director for the CITY'S Fire Rescue and future Emergency Medical Services Program as more particularly set forth in the Agreement attached as Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference,

Section 2. **Term.** The term of this Agreement shall commence on October 1, 2001, and shall continue through September 30, 2002, unless terminated earlier. The CITY shall have the option to renew this Agreement for an additional one-year term, as referenced with the Agreement attached as Exhibit "A"


Section 3. **Agreement.** The Agreement between the City of Marathon ("CITY") and Professional Emergency Services, Inc. ("CONSULTANT"), in substantially the form and substance that is attached as Exhibit "A", is hereby approved. The City Manager and the City Attorney are authorized to finalize the terms and conditions of said Agreement, if necessary, and the Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 3rd day of October, 2001.


ROBERT MILLER, MAYOR

ATTEST:


Katherine V. Selchan
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY

#4205v1

1.1.1 Under the direction of the Fire Chief, advise, consult, train, and counsel the City's Fire/Rescue and future emergency medical services system, overseeing appropriate quality assurance, but not including administration and managerial functions.

1.1.2 Develop medically correct standing orders or protocols that permit specified BLS procedures when communication 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 standing orders and protocols will be undated to cover ALS procedures when the Certificate of Need is issued to the CITY.

1.1.3 Issue standing orders and protocols to the CITY to ensure that the CITY transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region when the City's Certificate of Need is issued for EMS services.

1.1.4 Assist and advise in the development of a comprehensive plan for prompt medical review of all possible infectious exposures reported by Marathon Volunteer Fire & Rescue Department and firefighter personnel, and for post-exposure medical follow-up when indicated, in compliance with State and Federal requirements. Assist in the inservicing of the individual firefighter personnel regarding the exposure policy. The Medical Director or designee shall be available for consultations with field personnel to determine the significance of any body fluid exposure and to suggest appropriate action for such an exposure.

1.1.5 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 CITY personnel as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3), Florida Statutes.

1.1.6 Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics and EMT's.

1.1.7 Audit the performance of system personnel by use of a quality assurance program, to include but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

1.1.8 Participate as appropriate in any other quality assurance programs developed by the Department.

1.1.9 Possess a DEA registration, to provide controlled substances to the CITY. DEA registration shall include the address at which controlled substances are stored. Proof of such registration shall be maintained on file with the CITY and shall be readily available for inspection. The City will forward all renewal documents as received to Medical Director to assure continuous registration and will reimburse Medical Director for cost of such registration.

1.1.10 Ensure and certify that security procedures for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statutes, and Chapter 64F-12, Florida Administrative Code as needed in the future.

1.1.11 Assist and coordinate with the Fire Chief written operating procedures creating, authorizing and ensuring adherence to rules and regulations regarding all aspects of the handling of medications, fluids and controlled substances by the CITY as it is needed.

1.1.12 Notify the Department of Health in writing, when applicable, of each substitution by the CITY of equipment or medication.

1.1.13 Assume direct responsibility for the use by an EMT of an automatic or semi-automatic defibrillator; the performance of esophageal intubation by an EMT; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT. The Medical Director shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph.

1.1.14 Review and approve a 30-hour EMT/Paramedic refresher course.

1.1.15 Participate as a crewmember on an EMS vehicle for a minimum of ten (10) hours per year and complete a minimum of ten (10) hours per year of continuing medical education related to prehospital care or teaching or a combination of both.

1.1.16 Coordinate approximately four (4) hours per month of in-service education to include classroom teaching and review of EMT and Paramedic performance.

ARTICLE 2

COMPENSATION AND METHOD OF PAYMENT

2.1 The CITY agrees to pay the CONSULTANT as full compensation for the services described in Article 1 a fee of \$1,750 per month.. Except for the provisions of Section 2.2 below, This fee includes all costs and expenses of the CONSULTANT.

2.2 During the Term of this Agreement, the CITY shall reimburse the CONSULTANT the actual direct cost of the general liability insurance policy required under Section 9.1.1 and upon termination of this Agreement, the direct cost of continued insurance, as referenced in 9.1.2.

2.3 The CONSULTANT shall provide the CITY with a monthly invoice for CONSULTANT'S services. Additionally, in order to receive the reimbursement specified in Subsection 2.2, the CONSULTANT shall provide the CITY with sufficient documentation to evidence payment of same.

2.4 The CITY agrees to pay CONSULTANT in a manner consistent with *Florida* Statutes, Section 218.70 – 218.79, the Florida Prompt Payment Act.

ARTICLE 3

DEFINITIONS

3.1 "Department" means the Department of Health and Rehabilitative Services.

3.2 "Emergency medical technician" or "EMT" means a person who is certified by the department to perform basic life support.

3.3 "Medical direction" means direct supervision by a physician through a two-way voice communication or, when such voice communication is unavailable, through established standing orders, pursuant to rules of the department.

3.4 "Medical Director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training.

3.5 "Paramedic" means a person who is certified by the Department to perform basic and advanced life support.

3.6 "Physician" means a practitioner who is licensed under the provisions of Chapter 458 and Chapter 459, Florida Statutes.

3.7 "Fire Department Physician" means a licensed doctor of medicine or osteopathy who has been designated by the fire department to provide professional expertise in the areas of occupational safety and health as they relate to emergency services.

3.8 "Fire Chief" means the highest-ranking officer in charge of fire rescue services.

ARTICLE 4

CONSULTANT RESPONSIBILITIES

4.1 In accordance with Section 401.265, Florida Statutes, and Rule 64E-2.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this Agreement a Florida license to practice medicine and shall maintain board certification in emergency medicine.

4.2 Dr. Sandra Schwemmer, D.O., FACOEP, FACEP is designated as the Medical Director/Fire Department Physician. The Medical Director shall designate an Associate Medical Director who shall be available if the Medical Director is on vacation, sick or otherwise unavailable. The Associate Medical Director shall be subject to prior approval by the CITY Manager or his designee.

4.3 The Medical Director shall possess and maintain through the term of this Agreement current registration as a Medical Director with the U.S. Department of Justice, DEA, to provide controlled substances to the CITY. A copy of the registration shall be provided to the CITY prior to execution of this Agreement.

4.4 CONSULTANT shall maintain active participation in a regional or statewide physician group involved in pre-hospital care.

4.5 The CONSULTANT shall perform such other duties and responsibilities as now are imposed or may be imposed during the term of this Agreement by Florida law, including but not limited to the applicable provisions of Chapters 252 and 401, Florida Statutes, and Rule 64E-2, Florida Administrative Code, as may be amended from time to time.

ARTICLE 5

CITY'S RESPONSIBILITY

5.1 The CITY shall assist the CONSULTANT by placing at his/her disposal all available information pertinent to the services to be performed by the CONSULTANT, including access to all EMT/P and EMT employment and medical records.

5.2 The CITY shall provide for the CONSULTANT'S use during the term of this Agreement, a portable radio with MedCom channels, a digital pager and a Medical Director's identification badge, and appropriate secretarial support services, and any additional services that may be needed as approved by the Fire Chief.

ARTICLE 6

TERM

6.1 This Agreement shall commence on October 1, 2001, and shall continue through September 30, 2003, unless terminated earlier under Article 7. The CITY shall have the option to renew this Agreement for an additional one-year term subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days from the expiration date.

ARTICLE 7

TERMINATION

7.1 If through any cause the CONSULTANT fails to fulfill its obligations under this Agreement, the CITY shall have the right to immediately terminate this Agreement upon providing written notice to the CONSULTANT.

7.2 This Agreement may be terminated by the CITY without cause upon thirty (30) days written notice to the CONSULTANT. If the CITY terminates without cause, the

CONSULTANT shall be compensated for all services performed and approved by the CITY prior to the termination date, provided that all property belonging to the CITY is returned prior to release of final compensation to the CONSULTANT.

7.3 The CONSULTANT acknowledges that the CITY is a bona fide governmental entity of the State of Florida with the CITY'S fiscal year ending on September 30th of each calendar year. If the CITY does not appropriate sufficient funds to purchase the services required under this Agreement for any of the CITY'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year for which sufficient funds for the services provided for under this Agreement were last appropriated by the CITY. The CITY shall not, in this event, be obligated to pay for services beyond said fiscal year.

ARTICLE 8

MISCELLANEOUS

8.1 Ownership of Documents/Deliverables. Any files, documents, studies, run reports, training curriculum and other data prepared by the CONSULTANT in connection with this Agreement are and shall remain the property of the CITY, and shall be delivered to the CITY no later than seven (7) days after termination of this Agreement.

8.2 No Contingent Fee. The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee or agent contractor working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.3 Policy on Non-Discrimination. The CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, marital status or national origin, physical or mental disability.

8.4 Independent Contractor. The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

8.5 Assignment; Amendments

8.5.1 The parties recognize that the services contemplated by the CONSULTANT are of a unique and personal nature and as such this Agreement shall not be assigned, transferred or otherwise encumbered, by the CONSULTANT, without the prior written consent of the CITY.

8.5.2 It is further agreed that no renewal, modification, amendment or alteration in the terms or conditions of the Agreement, shall be effective unless contained in a written document executed with the same formality as the Agreement.

ARTICLE 9

INSURANCE

9.1 The CONSULTANT shall maintain in force and effect for the term of this Agreement the insurance described below.

9.1.1 Commercial and/or Comprehensive General Liability. The CONSULTANT shall have minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall include Premises and/or Operations, Broad Form Property Damage, Personal Injury, a Contractual Liability Endorsement, and shall name the CITY as an additional insured.

9.1.2 Professional Liability. The CONSULTANT shall provide insurance with minimum limits of \$1,000,000.00 per occurrence. The Professional Liability Insurance certificate must specify coverage for "EMS oversight." Upon termination of this Agreement, upon written request of the City Manager, the CONSULTANT shall continue to maintain the insurance and/or purchase "tail" required under this Section for a period of a minimum of four (4) years. If the CONSULTANT is required to maintain the specified coverage after the termination date, the CITY shall pay for the coverage. Payment shall be made to the CONSULTANT as specified in Subsection 2.2.

9.1.3 The CONSULTANT will provide certificates of such insurance to the CITY contemporaneous with or prior to the execution by the CITY of this Agreement, which reflects thirty (30) days notice of cancellation and/or restriction and which references this Agreement. The CONSULTANT will be responsible for the payment of any deductible and/or self-insured retentions in the event of a claim.

9.1.4 To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible personal property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CONSULTANT under this Agreement.

9.1.5 To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the CONSULTANT, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible personal property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of the CITY, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CITY under this Agreement.

9.1.6 Representative of the CITY. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the Fire Chief, or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.1.7 All Prior Agreements Superseded. This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

9.1.8 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the CITY:

City of Marathon
Office of the Fire Chief, Anthony Messina
Marathon Volunteer Fire/Rescue Department
8900 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-5266
Facsimile: (305) 289-9834

City of Marathon
Craig A. Wrathell, City Manager
10045-55 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-0033
Facsimile: (305) 743-3667

With a copy to:

Nina L. Boniske, Esq.
Weiss Serota Helfman Pastoriza & Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, FL 33133
Telephone: (305)854-0800
Facsimile: (305) 854-2323

For the CONSULTANT:

Dr. Sandra Schwemmer
160 Key Heights Dr.
Tavernier, FL 33070

9.2 Consent to Jurisdiction. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Monroe County, Florida.

9.3 Governing Law/Attorney's Fees. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either the CITY or the CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney's fees.

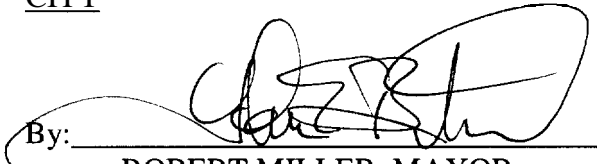
9.4 Headings. Headings are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.5 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.


9.6 Severability. If any provisions of this Agreement or its application to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those as to which it shall have been invalid or unenforceable shall not be affected, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, authorized to execute same by the CITY Council action on the 14th day of November, 2001, and Professional Emergency Services, Inc. by its duly authorized representative.

CITY

By: 
ROBERT MILLER, MAYOR
JOHN BARTUS, VICE-MAYOR

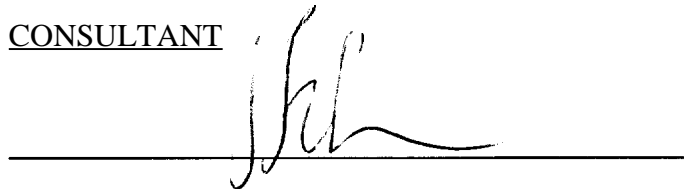
ATTEST:


KATHERINE V. SOLAHAN
CITY CLERK

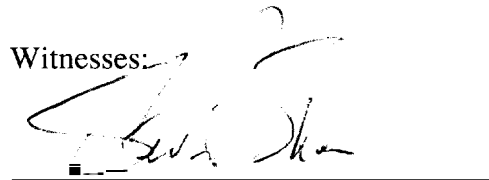
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



NINA BUNKER
CITY ATTORNEY

CONSULTANT



Witnesses:


SEVEN I. SHEA
Print Name: SEVEN I. SHEA


MICHAEL SPERRY
Print Name: MICHAEL SPERRY

By: & Gandra Schweemmer
Name: for Profe. Emergency Services, Inc
Title: President

RESUME

SANDRA L. SCHWEMMER, D.O., FACOEP, FACEP

PROFESSIONAL EMERGENCY SERVICES, Inc.

10 HIGH POINT ROAD
TAVERNIER, FLORIDA 33070
(305) 451-8965

OFFICE (305) 852-7676 FAX (305) 852-5347

EDUCATION:

- 1970-1974 Kansas State University, Manhattan, Kansas
BS, Pre-Medical Sciences, Cum Laude, Honors Program
- 1974-1978 Kansas City College of Osteopathic Medicine,
Kansas City, Missouri
Medical School - D.O. Degree

INTERNSHIP:

- 1978-1979 Osteopathic General Hospital
North Miami Beach, Florida
Rotating Internship
- 1979 National Board of Osteopathic Medical Examiners
Diplomate

CERTIFICATIONS:

- 1994-2001 Board Certified, Emergency Medicine, American Board of
Emergency Medicine.
- 1995-2001 Fellow, American College of Emergency Physicians.
- 1986-2001 Board Certified, Emergency Medicine, **American** Board of
Osteopathic Emergency Medicine.
- 1990-2001 Fellow, American College of Osteopathic Emergency **Physicians**.
- 1996-2001 Certification of Additional Qualification in **EMS**,
American Board of Osteopathic Emergency Medicine
- 1998-2001 Certification of Additional Qualification, **Occupational/Preventive Medicine**
American Osteopathic Board of Preventive Medicine

LICENSURE:

- #4022** Florida License, Active **71211979-2001**.
#RIA97 Missouri License, Active **2/22/1980-2001**.
#05-27610 Kansas License, Active **6/13/98-2001**.

PROFESSIONAL AFFILIATIONS:

- 1979-2001** American Osteopathic Association.
1979-2001 American College of Osteopathic Emergency Physicians.
1997-2001 Member, National Board of Directors ACOEP.
1998,2001 Governmental Affairs Committee.
1998 Nominating Committee.
1998 Strategic Planning Committee.
1979-2001 Florida Osteopathic Medical Association.
1980-2001 American College of Emergency Physicians.
1980-2001 Florida Chapter, ACEP.
1999-2001 Member, Board of **Directors**
1982 Member, Public Relations Committee.
1986-88 Member **EMS/Trauma** Committee.
1982 Physician Sponsor SECOM Psi Chapter, Delta Omega Sorority.
1984-2001 Monroe County Osteopathic Association, (formerly Florida Keys Osteopathic Medical Association).
Secretary, **1986-1987**.
President, **1987-1988**.
1989-2001 Florida Association of EMS Medical Directors.
ALS Protocols Committee, **1989**, to develop a set of model ALS Protocols for Florida Paramedics.
1989-2001 National Association of EMS Medical Directors.
1992-1997 American College of Physician Executives.
1995-2001 Lower Keys Physician Health Alliance (PHO)
1997-2001 American Osteopathic College of Occupational & Preventive Medicine

HOSPITAL AFFILIATIONS:

- 1989-1999** SMH-Homestead Hospital, Homestead, Florida.
Active Staff.
- 1989-2001** Lower Florida Keys Health Systems, Inc., Key West, Florida.
Active Staff.
- 1983-2001** Fishermen's Hospital, Marathon, Florida.
Provisional Staff, **1983**.
Active Staff, **1984-1994**.
Member Quality Assurance Committee, **1983-1984**.
PSRO Committee, **1984**.
- 1986-1990** Wellington Regional Medical Center, West Palm Beach, Florida.
Active Staff, **1986-1990**.
Chairman, Department of Emergency Medicine, **1986-1988**.
Member, Executive Committee, **1986-1988**.
Quality Assurance Committee, 1986.
Intern Training Committee, **1986-1987**.
Medical **Records/Utilization** Review Committee, **1986**.
Emergency Department Committee, **1986-1988**.
- 1979-1987** southeastern Medical Center, North Miami Beach, Florida.
Active Staff, **1979-1983**. Courtesy Staff, **1983-1987**.
Secretary, Department General Practice, **1981-1983**.
Member, **Intern-Resident** Training Committee **1980-1983**.
Member, Tumor Board Committee, Disaster Committee and
Risk Management Committee, **1981-1982**.
Assistant Medical Director, Emergency Department,
southeastern Medical Center **1981-1982**.
(Hospital closed **1987**)
- 1984-1986** Mariner's Hospital, Tavemier, Florida.
Provisional Staff, **1983**.
Active Staff, **1984-1986**.
Director, Emergency Department, **1984-1985**.
- 1984-1989** DePoo Hospital, Key West, Florida.
Active Staff, **1984-1989**.
(Hospital merged with Florida Keys Memorial **1989**)

MEDICAL DIRECTORSHIP EXPERIENCE:

Hospital Emergency Departments

- 1983-1984 Fishermen's Hospital, Marathon, Florida.
- 1984-1985 Mariner's Hospital, Tavemier, Florida.
- 1984-1986 **DePoo** Hospital, Key West, Florida.
- 1986-1987** Wellington Regional **Medical** Center, West Palm Beach, **Florida**.
Emergency Medical Services

In addition to personally serving as Medical Director of the above Emergency Departments, as President of Professional Emergency Services, Inc., I trained and oriented seven Medical **Directors** over a ten year period to **serve** In **Hospital** Emergency Departments under contract with the company. Annual visits totaled 100.000.

EMS Agencies

- 1983-1987 Fishermen's Hospital Ambulance Corps, Marathon, Florida.
- 1983-1987 Blg Pine Key Ambulance Corps, Big Plne Key, Florida.
- 1986-1987 Islamorada Ambulance Corps, Islamorada, Florida.
- 1987-2001 Monroe County Emergency Medical Services, Marathon, Florida.
- 1989-2001 Ocean Reef Club Emergency Medical Services, Department of **Public** Safety, Key Largo, Florida.
- 1999-2001 Islamorada, Village of Islands, Fire Rescue
- 2000-2001 Marathon Fire Department

RESUME
SANDRA L. SCHWEMMER
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APPOINTMENTS:

- 1987 Monroe County Project Advisory Committee,
Monroe County, Florida.
- 1988-1992 Appointed by Governor Martinez to the Board of Osteopathic Medicine,
Department of Professional Regulation, State of Florida.
Physician Assistant Advisory Committee, 1989-**1995**.
Education Committee, 1989.
Vice-Chairman, 1989.
Chairman, 1990-1991, 1991-1992.
- 1988 Appointed by Board of County Commissioners, Monroe County,
EMS Council.
- 1992-1996 Re-appointed by Governor Chiles to the Board of Osteopathic Medicine,
Department of Business and Professional Regulation.
Legislative Committee (Laws and Rules), 1992-1994.
Voting Representative, National Fed. State Medical Boards, **1992-95**.
- 1993-1994 Florida Department of Health and Rehabilitative Services,
Emergency Medical Services Advisory Committee.
EMS Grant Evaluation Committee, 1993-1994.
- 1993-1999 Rural Health Care District Board, Monroe County, Florida.
- 1993 Rural Hospital Professional Licensing Flexibility Advisory Committee.
- 1995-~~1996~~ Appointed by Board of County Commissioners, Monroe County
Health and Human Services Board, District 11.
- 1995-2001 Physician Advisor, Florida Medical Quality Assurance
- 1996-2001 Board of Governors, Health Professions Division, Nova Southeastern University,
Fort Lauderdale. Florida
- 1997 Executive Board of Directors, **EmCare** Holdings, Inc.
Dallas. Texas
- 1997-2001 Appointed by Governor Chiles as a Member of the EMSC Advisory Panel,
EMSC/SAFE Kids Program, Florida State Department of Health
- 1997-2001 President, Healthcare Purchasing Group,
Health Care Insurance Services, Houston, Texas
- 1998-1999 Consultant, Correctional Medical Services, St. Louis, **MO**
(A national corporation providing medical services to correctional facilities)
- 1999-2001 Healthcare Risk Manager Advisory Council
Appointed by Ruben King-Shaw, FL Agency for Healthcare Administration

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2000-2001 Appointed by FL Senate President, Toni Jennings, to the Women and Heart Disease Task Force, representing Florida Osteopathic Medical Association

ACADEMIC:

1982 Clinical Instructor, Department of Emergency Medicine, Southeastern College of Osteopathic Medicine.

1986-1988 Chairman, Department of Emergency Medicine, Wellington Regional Medical Center.

1993-1996 Board of Trustees, Southeastern University of Health Sciences, now Nova Southeastern University. Southeastern moved to Ft. Lauderdale in 1996 and **built** the current Health Professions Division campus.

1996-2001 Board of Directors, Health Professions Division (Schools of Osteopathic Medicine, Pharmacy, Dentistry, Optometry, and Allied Health) Nova Southeastern University, Ft. Lauderdale, FL

PROFESSIONAL ACCOMPLISHMENTS:

1982-2001 Founder, Chairman of the Board
President and CEO
Professional Emergency Services, Inc. (PES)
A Florida Corporation providing EMS Medical **Direction**, and Emergency Physician staffing and management. The company established the first emergency physician coverage (start-up) of the Emergency Department of Fishermen's Hospital, Marathon, FL in 1982, and established the 'start-up' of the Depoo Hospital Emergency Room, Key West, FL in 1983. Other hospital emergency departments and outpatient facilities under contract:

- 1984-1986- Mariner's Hospital, Tavernier, FL
- 1985-1993- Wellington Regional Hospital, Wellington, FL (comprehensive start-up in new hospital)
- 1986-1991- Universal Medical Center, Plantation, FL
- 1987-1996- Florida Keys Memorial Hospital, now Lower Keys Health System--merged with Depoo Hospital in 1989. PES coordinated the closure and transfer **of** the emergency department of Depoo Hospital
- 1987-1996- Homestead Hospital, Homestead, FL, staffed and coordinated disaster efforts during and after Hurricane Andrew
- 1988-1996- Doctor's Hospital, Coral Gables, FL
- 1989-1995- Glades General Hospital, Belle Glade, FL
- 1990-1996- Health Central Outpatient Emergi-Center, Orlando, FL
- 1990-1996- South Miami Hospital, Miami, FL
- 1990-1996- North Bay Hospital, New Port Richey, FL

PES had over 65 physicians under contract and provided services continuously until the company was sold to **EMCARE**, Dallas, TX, in October, 1996.

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- 1991-1996 Founder, Chairman Of The Board
PES Medical Management Services, Inc.
A Florida Corporation established to provide medical billing and **collection** services and **practice** management services, billing over 100,000 patient accounts annually.
- 1990-1997 Founder, Chairman Of The Board
PES Physician Resources, Inc.
A Florida Corporation established in 1990 to provide physician placement services and **locum tenens** services.
- 1996-1998 Founder, Chairman of the Board
Chairman and CEO
PRI-MED, Inc.
A Florida Corporation established to deliver comprehensive Correctional Care to state and local prisons. PRI-MED provided medical, dental, psychiatric, pharmacy, and administrative services to Everglades Correctional Institution Miami, Florida, a Florida State Prison from **3/96-1/98**.
- 1997-1998 Vice-President,
EmCare
Professional Emergency Services, Inc. and PES Medical Management Services, Inc. were acquired in November, 1996 by **EMCare** Holdings, Inc., Dallas, TX, a publicly traded Company. EmCare **provides** emergency physician staffing and management to hospitals nationwide. EmCare was doing business in Tavemier as **PES-EmCare** from 11/1997 through 12/1998.
- 1997-2001 President,
Schwemmer Farms, Inc.
Schwemmer Farms is a family farm corporation based in **Lucas**, Kansas and currently farms approximately 1000 acres primarily planted to wheat and sorghum, and raises livestock.

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Dr. Sandra Schwemmer

3058525347

*Craig
Wrathell* P. 1



PROFESSIONAL EMERGENCY SERVICES

October 31, 2001

VIA FAX (105) 743-3667

Craig Wrathell, City Manager

City of Marathon

10045-55 Overseas Highway

Marathon, FL 33050

Dear Craig,

Pursuant to our meeting, I am breaking down the requested financial increase for EMS Medical Direction with the addition of the ALS service for the Marathon Fire Department:

- \$600./mo.....Current payment for Basic Life Support Service-BLS Protocols
written, employees/volunteers health screens, immunizations given, available for consultation, approved/endorsed grant applications
- \$1,000./mo.....Responsibility and liability for creation of Standing Medical Transport and Treatment Protocols. Assume medical liability for the performance of each of the City's EMT and Paramedic employees
- Establish a Quality Assurance/Management Program, including review of run reports, monitoring any/all patient complaints, coordinating resources, hospital interactions and mutual aid with services bordering the City, monitor/approve all equipment purchases
- Responsibility/Liability for new DEA number for controlled substances, and development of a controlled substance policy to include State and Federal regulations for the for the storage, procurement, distribution, monitoring and wasting of controlled substances
- Approve all recertification course materials required for annual employee re-certification (FL)
- \$500/mo.....Medically direct all infection control issues--review and approve agency infection control plan, review, counsel, record all employee exposures to blood and body fluids and make recommendations for testing and treatment.
- Provide 24 hour/day accessibility and support
- Supervise/order and take responsibility for all employee immunizations per CDC and OSHA guidelines,
- Review/recommend annual employee testing, review results and make recommendations for further testing/treatment

I will perform these services for the City of Marathon for a monthly fee of \$1750.00, including professional liability insurance; with an understanding that the direct cost of General Liability Insurance will be reimbursed by the City and that the initial term of this Agreement be two years

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Dr. Sandra Schwemmer

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Because the nature of EMS Medical Director duties is not consistent with regular/routine clinical medical practice, and most medical malpractice insurance carriers do not insure EMS Medical Direction as a separate specialty practice, insurances required by agencies have become more and more difficult to obtain and more costly. Coverage/renewal dates are typically January 1, and thus increases are not usually known until late November or December annually. Since Medical Director contracts for smaller, rural systems have traditionally been lower dollar and therefore more of a community service, it became a standard practice that insurance be provided by the agency for the EMS Medical Director or that the required insurances (vary from agency to agency) be directly reimbursed. Small rural systems have been unfairly burdened with much of the legislation as of late which does not differentiate between a large urban and small rural system and we are forced legislatively to meet the same requirements/standards. And, over the past few years, greater responsibility and liability has shifted to the EMS Medical Director issues/situations that they have little/no control over, putting more pressure of the Medical Directors to increase their fees.

I've known this community for over 20 years and feel responsible for the EMS service as it has evolved, being it's first Medical Director when the ALS ambulance was part of Fishermen's Hospital. It grew and evolved successfully because of careful and conscientious effort to first take the very best care of the patient and then to create a system that would have minimal error and would function smoothly 24 hrs/day despite any/all distractions. Cohesive emergency medical care in the field is critical to coordinating care in a rural community that must many times transfer/transport patients out of county for definitive medical care. Meeting the out of county transfer needs of the patients and physicians within the community without depriving the citizens/visitors of consistent, rapid access to a 911 response is an ongoing challenge that requires experience, knowledge, and the ability to understand the risks and the benefits with each medical decision.

I anticipate few problems, because I know how to prevent them. The fact that most people can not appreciate what a Medical Director does attests to a job well done. I hope this provides a bit more information and insight into this seemingly simple, but indeed complex and comprehensive task of quality EMS Medical Direction.

I look forward to working with you.

Sincerely,



Sandra Schwemmer, D.O. F.A.C.O.E.P., F.A.C.E.P.