

MEDIC EMS of Scott County

600 West Fourth Street
Davenport, Iowa 52801-1003
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Date: January 1, 2024

Agreement #: 2024-00000066

Agreement Parties: Scott County Board of Supervisors
600 West 4th Street
Davenport, IA 52801

Richard L. Vermeer, D.O.
6211 Utica Ridge Road
Unit 202
Davenport, IA 52807

Agreement Amount: \$7,916.67 per month

Purpose: Serve in the capacity of Medical Director for MEDIC EMS of Scott County and Chair of the EMS Physician Advisory Board.

Agreement Period: This Agreement shall commence on January 1, 2024 and shall continue in full force and effect until June 30, 2025, unless either party wishes to terminate this Agreement and provides the other party a written (90) day notice of termination.

Richard L. Vermeer, D.O. agrees to perform the work and to provide the services described in the Agreement for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

By: _____
Ken Beck, Chairman
Scott County Board of Supervisors

By: _____
Richard L. Vermeer, D.O.

Date: _____

Date: _____

I. Identification of Parties

- A. The Chairperson of the Scott County Board of Supervisors is the Authorized County Official for this Agreement. The Authorized County Official must approve any changes in the terms, conditions, or amounts specified in this Agreement. Negotiations concerning this Agreement should be referred to the Chairperson at telephone (563) 326-8611 or board@scottcountyiowa.gov. The Scott County Board of Supervisors hereinafter will be referred to as Scott County.
- B. The Director of MEDIC EMS of Scott County has been designated by BOS as the individual responsible for the implementation of this agreement. The Director of MEDIC EMS hereinafter will be referred to as Director.
- C. Richard L. Vermeer is the individual responsible for financial and administrative matters of this Agreement. Negotiations concerning this Agreement should be referred to Dr. Vermeer at telephone (563) 424-0211. Richard L. Vermeer, D.O. hereinafter will be referred to as Physician.

II. Term of Agreement

- A. This Agreement shall commence on January 1, 2024 and be in effect for eighteen (18) months. If either party wishes to terminate this Agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.
 - 1. Physician shall not relinquish their duties and responsibilities before a new or temporary replacement medical director is functioning as the medical director for MEDIC EMS of Scott County.
 - 2. This Agreement shall automatically terminate if the Physician's license to practice is suspended, revoked, expired, restricted, or subject to probation.
- B. This Agreement may be amended in whole or in part, by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

III. Physician Scope of Services

- A. Medical Director, MEDIC EMS of Scott County
 - 1. Physician shall be responsible for providing appropriate medical direction and overall supervision of medical aspects of MEDIC EMS of Scott County as required by Iowa Administrative Code 641-132.

- B. Chair of Physician's Advisory Board
 - 1. Physician, as Medical Director, is appointed by the Physician's Advisory Board (PAB) to serve on an annual basis as the administrative officer in carrying out the duties of the PAB.
 - C. Support Scott County EMS
 - 1. Provide a medical direction perspective for such meetings, panels, and entities as may be necessary for the maintenance and improvement of the EMS system in Scott County.
- IV. Scott County Scope of Services
- A. Director will provide administrative assistance to support the Physician's ability to carry out Medical Director responsibilities.
 - B. Scott County shall maintain compliance with all requirements imposed by law upon MEDIC EMS of Scott County as an ambulance service program to the extent such compliance can be achieved independently from the Physician's responsibilities imposed by law and the terms of this Agreement.
- V. Manner of Financing
- A. Scott County agrees to pay Physician the sum of \$7,916.67 on a monthly basis commencing January 2024 and continuing through June 2025 for performing the scope of services outlined in this agreement.
 - B. Physician shall be reimbursed for out-of-pocket expenses incurred by Physician for the performance services outlined in this contractor, provided, however, that such expenses shall be previously authorized in writing by Director and Physician shall provide documentation of the actual expenses incurred.
 - C. Physician shall receive a \$5,000 allowance for fees associated with education, licensure, and certification to perform the responsibilities of this agreement. Physician will submit receipts for approval and reimbursement. Any allowance not spent during the term of the contract revert to Scott County.
- VI. Liability Insurance for Professional Activities
- A. Scott County shall be responsible for obtaining Medical Director Liability Insurance as required for performance of assigned duties with MEDIC EMS of Scott County.

- B. Physician shall be responsible for obtaining Medical Director Liability Insurance as required for other roles the physician may hold, including Medical Director of other EMS agencies/entities.

VII. Independent Contractor Status

- A. This Agreement recognizes that Physician is an independent contractor and will not be considered an employee of Scott County, Iowa, for any purpose.
- B. Scott County shall neither have nor exercise any control or direction over the methods by which the Physician shall perform and functions described in this Agreement. The sole interest and responsibility of Scott County and Director is to provide emergency medical services that are performed and rendered in a competent, efficient, and satisfactory manner.
- C. Physician understands and agrees that Scott County will not withhold from compensation payable to Physician under this Agreement any sum for income tax, unemployment insurance, social security or other withholding pursuant to law.
- D. Physician shall be responsible for payment of all unemployment, social security and other payroll taxes, including making contributions when required by law.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 9, 2023

APPROVING DR. RICHARD L. VERMEER, D.O. AGREEMENT TO SERVE AS THE
MEDIC EMS OF SCOTT COUNTY MEDICAL DIRECTOR
AND CHAIR OF THE EMS PHYSICIAN ADVISORY BOARD

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Iowa Administrative Code 641, Chapter 132 requires each EMS service program to have a Medical Director. The code defines a Medical Director as "a physician designated by the service program and responsible for providing medical direction and overall supervision of the medical aspects of the service program".

This agreement covers the roles and responsibilities of Dr. Vermeer to serve as the Medical Director for MEDIC EMS of Scott County.

Section 2. This agreement covers the roles and responsibilities of Dr. Vermeer to serve as the Chair of the Physician's Advisory Board.

Section 3: That the chairman is hereby authorized to sign said agreement.

Section 4: This resolution shall take effect immediately.