



RESOLUTION 04-01-2023
A RESOLUTION APPROVING A MEDICAL DIRECTOR
SERVICE AGREEMENT FOR THE SANTAQUIN EMS
DEPARTMENT WITH DR. CAMERON MEYER

WHEREAS, Santaquin City (“City”) is a municipality and political subdivision of the State of Utah; and

WHEREAS, the Santaquin Fire and EMS Department operates as a department of the City and maintains appropriate licensing for Emergency Medical Service (“EMS”) staff to provide EMS coverage within its municipal boundaries; and

WHEREAS, the City finds that the interests of Santaquin City and its residents are served by providing said services and maintaining the appropriate licensing required to continue providing those services; and

WHEREAS, the Utah Administrative Code requires EMS licensees to contract with a physician to serve as off-line medical director and supervise medical care provided by the Field EMS personnel; and

WHEREAS, Cameron Meyer, M.D. is licensed and desires to enter into an agreement to serve the Santaquin Fire and EMS Department as the off-line medical director; and

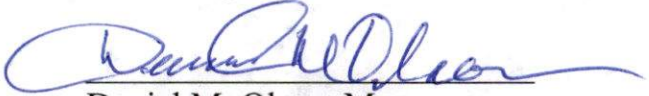
WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of their relationship.

NOW, THEREFORE, BE IT RESOLVED, by the Santaquin City Council as follows:

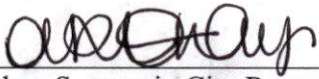
1. The City Council finds that the terms and conditions of the agreement between Santaquin City and Dr. Cameron Meyer, a copy of which is attached hereto as Exhibit A (the “Agreement”), are in the best interests of Santaquin City and its residents.
2. The Mayor and Recorder are authorized and directed to execute said Agreement and all documents necessary to accomplish the purposes thereof.
3. This Resolution shall take effect upon adoption by the City Council.

Approved and adopted by the Santaquin City Council this 4th day of April, 2023.

SANTAQUIN CITY


Daniel M. Olson, Mayor

ATTEST:


Amalie R. Ottley, Santaquin City Recorder



Councilmember Art Adcock	Voted <u>YES</u>
Councilmember Elizabeth Montoya	Voted <u>YES</u>
Councilmember Lynn Mecham	Voted <u>YES</u>
Councilmember Jeff Siddoway	Voted <u>YES</u>
Councilmember David Hathaway	Voted <u>YES</u>

**EMERGENCY SERVICES/OFF-LINE
MEDICAL DIRECTOR SERVICE AGREEMENT FOR
SANTAQUIN FIRE AND EMS DEPARTMENT**

THIS AGREEMENT is made and entered into by and between Santaquin City, a Utah municipal corporation hereinafter "City"), and DR. CAMERON MEYER, MD, a duly licensed Emergency Physician, (hereinafter "Physician").

RECITALS

WHEREAS, City operates, maintains and staffs the Santaquin Fire and EMS Department (hereinafter the "Department"), which includes Emergency Medical Service (EMS) personnel requiring licensing from the State of Utah pursuant to the Utah Code; and

WHEREAS, said Department holds ambulance intermediate service license number 2504-L; and

WHEREAS, City desires to continue to hold said license and to provide EMS coverage within its municipal boundaries; and

WHEREAS, City desires to be in compliance with all applicable laws, rules and regulations; and

WHEREAS, Physician desires to provide certain off-line medical director services to the Department, as required by applicable laws, rules and regulations, and as agreed to by the parties hereto; and

WHEREAS, City desires to engage Physician to provide said services.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed, by and between the parties hereto, as follows:

Section 1 – Term of Agreement.

Term of Contract. Physician shall provide the off-line medical director services required by the City for a period of twelve (12) months commencing on the date of execution of this Agreement and shall automatically renew each year on the anniversary date of this Agreement unless otherwise terminated pursuant to the terms of Section 6 hereafter.

Section 2 – Physician's Duties.

2.1 Physician shall serve as the training consultant for Department and its EMS personnel and shall be responsible for supervising the City's EMS continuing education and quality assurance programs in accordance with the State of Utah's in-service training requirements, and shall develop, maintain, and train members of the Department using Utah County Protocols and appropriate clinical operating guidelines.

2.2 Physician shall:

- (a) Hold at a minimum, a one-hour lecture for CME based on a teaching curriculum aimed at preparing Paramedics and EMT's for recertification;
- (b) Hold bimonthly Quality Assurance meetings to discuss cases and issues from any or all agencies in the area;
- (c) Provide consultation for immediate case review on an as needed basis;
- (d) Provide consultation for Paramedic and EMT status reviews;
- (e) Assist, when needed, in arranging all appropriate training for the Department;
- (f) Possess and maintain in full force and effect all licenses and permits required to practice medicine in the State of Utah and to perform the services required by this Agreement;
- (g) Possess and maintain a working knowledge of EMS laws and regulations, EMS dispatch and communications, and local mass casualty and disaster plans; and
- (h) Be a graduate of a national or state EMS Medical Director Course.

2.3 Physician shall supervise the medical care provided by the City's field EMS personnel, as required by *Utah Code Annotated* .

2.4 Physician shall consult with the Fire and EMS Director and shall provide on-site observation of EMS procedures in patient treatment on not less than a quarterly basis; and shall utilize insights derived therefrom to improve the City's EMS training program and individual EMS personnel performance.

2.5 The parties agree that the Physician shall:

- (a) Develop and implement patient care standards which include written standing orders and triage, treatment, and transport protocols;
- (b) Ensure the qualification of field EMS personnel involved in patient care and dispatch through the provision of ongoing continuing medical education programs and appropriate review and evaluation;
- (c) Develop and implement an effective quality improvement training program, including medical audit, review, and critique of patient care;
- (d) Annually review triage, treatment, and transport protocols, and update them as necessary;
- (e) Suspend from patient care, pending review by the applicable State agency, field EMS personnel who do not comply with local medical triage, treatment and transport protocols; who violate any of the EMS rules; or who the Physician

determines is providing EMS in a careless or unsafe manner. Physician, or the agency designee, shall notify the appropriate State agency within one (1) business day of any such suspension; and

- (f) Attend meetings of the local EMS Council, if one exists, and as able, to participate in the coordination and operations of local EMS providers.

2.6 The Physician shall serve as the liaison between the City EMS department and the administration and medical staff of Utah County hospitals.

2.7 Physician shall serve as the off-line Medical Director for the City's EMS, and shall act as a consultant to the City in the areas of:

- (a) EMS equipment selection;
- (b) Program direction;
- (c) EMS competency evaluations of personnel; and
- (d) Operational policy and procedure.

Section 3 – Compensation.

3.1 **Salary.** Physician shall be paid \$300.00 per quarter for a total of \$1200.00 per year. Said compensation may be increased by mutual consent of the parties.

3.2 **Payment Schedule.** Physician shall be paid on or about July 25th of each calendar year after services have been rendered. All financial commitments by the City shall be subject to the availability of funds approved by the City Council and limitations on future budget commitments provided under the Utah State Constitution and Utah State Statutes.

Section 4 – Insurance Coverage.

4.1 Physician, as EMS Medical Director, shall carry the following insurance coverage:

- (a) Worker's Compensation Insurance coverage sufficient to cover the Physician's employees, if any, and shall furnish a Certificate of Insurance verifying said coverage. Said policy to provide that coverage thereunder shall not be cancelled or modified without at least thirty (30) days prior written notice to the City.

- (b) Professional liability insurance coverage equal to or greater than \$1,000,000.00 per incident and \$3,000,000.00 per annual aggregate medical claims. Physician shall furnish Certificates of Insurance verifying the foregoing to the City.

- (c) In the event that governmental immunity limits are subsequently altered by legislation or by judicial opinion, the Physician will be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying

coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be reasonably acceptable to the City Attorney's Office.

Section 5 – Compliance with Applicable Law.

5.1 The Physician shall obey all laws, ordinance, regulations, and rules of the Federal, State, County and Municipal governments which may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act (FLSA), Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA).

5.2 Any violation of applicable law shall constitute a breach of this Agreement and the Physician shall hold the City harmless from any and all liability arising out of, or in connection with, said violation(s), including any attorney fees and costs incurred by the City as a result of such violation.

Section 6 – Termination of Agreement.

6.1 Either party may terminate this Agreement for any reason or for no reason upon giving the other party not less than thirty (30) days written notice of the intent to terminate. Said notice shall be sent postage prepaid to the last known address of the party to be notified.

6.2 The City may, without prejudice to any right or remedy which it may have, and without the necessity of giving the thirty (30) day notice as set forth in Section 6.1 above, terminate this Agreement for cause in the event Physician fails to fulfill in a timely manner or in a satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and/or fails to cure any default or breach hereof after thirty (30) days written notice from the City of such default or breach.

6.3 In the event that this Agreement is terminated as provided herein, the City shall pay the Physician for any actual services satisfactorily performed prior to the termination date, as calculated by the City.

Section 7 – Non Discrimination.

The Physician, for himself and his successors and assigns (if any), warrants and covenants that no person shall – solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability—be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services provided or required herein, unless such action is lawful and the characteristic is a bona fide occupational qualification.

Section 8 – Indemnification.

Each party hereto agrees to indemnify and hold harmless the other party from any and all claims, suits, damages, and losses arising out of or resulting from the other party's

performance of or failure to perform its duties under this Agreement; that the City agrees to defend, indemnify and hold harmless the Physician against any and all claims arising out of the acts or omissions of the City or any of its officers, officials, agents, and/or employees; and that the Physician agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, and/or employees from any and all claims arising out of the acts or omissions of the Physician or any of his employees, agents, or representatives.

Section 9 – Employment Status of Physician.

It is understood and agreed by the parties that the Physician is not, and shall not be considered for any purpose whatsoever, an employee of the City; but rather, that the Physician is and shall be an independent contractor at all times during the performance of the services specified in this Agreement.

Section 10 – Severability, Interpretation and Captions.

The invalidity of any portion of this Agreement shall not prevent the remainder thereof from being carried into effect; whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice-versa; that the use of any gender shall include any and all genders; and that the paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

Section 11- Notice.

All notices to the parties, unless otherwise directed, shall be sent or delivered to the following addresses:

For the City:

Santaquin Fire and EMS
275 West Main Street
Santaquin Utah 84655

For the Physician:

Cameron Meyer, MD
1611 North Center Street
Lehi, Utah 84043

Section 12 – Assignment.

This Agreement shall not be assigned by either party without the prior written consent of the other party hereto.

Section 13 – Entire Agreement.

This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing, signed by both parties.

Section 14 – Ambiguity.

Any ambiguity in this Agreement shall be construed in favor of City.

Section 15 – Interpretation and Enforcement.

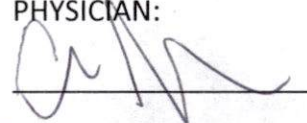
This Agreement shall be governed by and enforced according to the laws of the State of Utah.

SIGNED AND ENTERED INTO THIS 4TH day of APRIL, 2023.

City:

PHYSICIAN:

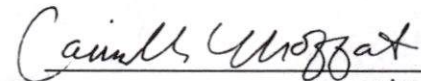
By:



Its: Mayor

Cameron Meyer, MD

ATTEST:


Camille Moffat, Deputy
City Recorder

