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**WOODBURY COUNTY, IOWA MEDICAL EXAMINER INVESTIGATOR
PROFESSIONAL SERVICES AGREEMENT
(Independent Contractor)**

This Woodbury County, Iowa Medical Examiner Investigator Professional Services Agreement ("Agreement") is entered into this 8th day of May 2024 ("Effective Date") by and between Elizabeth Ford ("Contractor") and Woodbury County, Iowa ("County").

RECITALS

WHEREAS, pursuant to Iowa Code § 331.901-331.900 and Iowa Administrative Code 641-127.7, County and the Woodbury County Medical Examiner ("Medical Examiner") may appoint one or more county medical examiner investigators ("CME-I") upon approval of the Board of Supervisors and the Iowa State Medical Examiner;

WHEREAS, County desires to retain the professional services of Contractor under this Agreement to perform the duties as a CME-I as more fully set forth herein;

WHEREAS, Contractor desires to provide professional services to the County in performing duties as a CME-I as more fully set forth herein.

WHEREAS, The medical examiner has recommended this contractor to provide professional services to the County.

NOW, THEREFORE, the parties agree as follows:

1. **SERVICES.** Contractor shall provide the following services to County on an as needed, independent contractor basis:
 - a. Assist the county medical examiner in performing death investigations.
 - b. Upon completion of a death investigation, and under the supervision of the county medical examiner, sign Form ME-1.

Services shall be provided on an as needed basis.

2. **QUALIFICATIONS.** Contractor must continuously meet each of the following qualifications.
 - a. **Licenses.** Hold a current, unrestricted license as a nurse or other medical provider in the State of Iowa.
 - b. **Experience.** Have at least two years of experience practicing as a licensed or certified nurse or other medical provider prior to the Effective Date of this Agreement.
 - c. **Education and Certification.** Prior to or within two years after the Effective Date of this Agreement, attend the St. Louis University School of Medicine Basic Medicolegal Death Investigation Course or its state medical

examiner-approved equivalent; and prior to or within five years after the Effective Date of this Agreement, obtain certification at the registry level as a death investigator by the American Board of Medicolegal Death Investigators.

- d. **Health.** Subject to short-term illness or disability, be physically, mentally, and emotionally fit to perform the services required by this Agreement.

3. **GENERAL CONDITIONS.** The following general conditions govern performance under this Agreement:

- a. **Death Investigation Policies.** All services shall be performed in a manner consistent with the protocol outlined in the most current edition of the *County Medical Examiner's Handbook* (available from the Iowa State Medical Examiner) and any policies or protocols for death investigation of the County and/or Medical Examiner.
- b. **Legal Compliance.** Contractor shall perform all services in compliance with all federal, state, and local law and rules and regulations as espoused by the State of Iowa Medical Examiner. All services shall be performed without regard to national origin, religion, race, color, sex, gender identity, sexual orientation, age, or disability.
- c. **Records.** All records are the property of the County. Contractor shall maintain such records in accordance with County policies and complete all records and reports in a timely fashion. Contractor shall maintain the confidentiality of all medical records and confidential information concerning death investigations.
- d. **Current Knowledge.** Contractor shall maintain and demonstrate current working knowledge in all aspects of death investigations relevant to Contractor's responsibilities under this Agreement. This shall include requiring attendance at programs of continuing education, as needed.
- e. **Outside Activities.** It is expressly acknowledged that Contractor may engage in other medical practice outside of the services provided under this Agreement.
- f. **Independent Professional Judgment.** Contractor shall use his/her best professional judgment in performing the services. County shall neither have nor exercise, nor attempt to exercise, any control over the professional judgment and decision-making of Contractor.
- g. **Public Entity Requirements.** Irrespective of the independent contractor status of Contractor, as an appointed CME-I of the County, Contractor shall be subject to the County's Code of Ethics.

- h. **Supervision.** As required by Iowa Administrative Code 641-127.7(4), Contractor shall be under the supervision of the Medical Examiner and provide services under the direction of the Medical Examiner or Iowa State Medical Examiner's office.
 - i. **Equipment and PPE.** Contractor shall provide and be responsible for his or her own equipment and personal protective equipment unless otherwise provided herein. County may provide equipment and personal protective equipment mutually agreed upon in writing and subject of review and inventory audits by the County.
- 4. **INSURANCE AND IMMUNITY.** While performing the services as a CME-I under this Agreement, Contractor shall be covered by the County's professional liability coverage. In performing all services, Contractor shall be an "officer" as defined by Iowa Code Chapter 670 and be eligible for immunity under the municipal tort claims act to the fullest extent allowed by law.
- 5. **FEE FOR SERVICES.** For all services provided under this Agreement, County shall pay Contractor three hundred dollars (\$300.00) per death investigation. In addition, County shall pay Contractor on call reimbursement at the rate of \$2.00 per hour not to exceed \$48.00 per day.
- 6. **TERM AND TERMINATION.** The initial term of this Agreement shall be for one (1) year beginning on May 8, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either Party gives the other party notice of termination ninety (90) days' prior to the anniversary date. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
 - a. **Without Cause.** Without cause and without penalty, by either party upon giving the other party not less than ninety (90) days' prior notice of termination in writing, specifying the effective date of termination.
 - b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective, provided that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.
 - c. **For Cause.** For cause by County immediately upon written notice to Contractor in the event Contractor fails or ceases to meet the qualifications set forth in Section 2 of this Agreement. It is the responsibility of Contractor to immediately notify the Medical Examiner if Contractor ceases or fails to meet the qualifications of Section 2.

- d. **Regulatory Changes.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction created an unreasonable risk of sanction, prosecution, or assessment to the party giving notice.
- e. **Early Termination.** In the event this Agreement is terminated without cause during the Initial Term, the parties may not enter into an agreement for the same or similar services during the remainder of the Initial Term.
7. **INDEPENDENT CONTRACTOR.** Contractor will perform Contractor's responsibilities under this Agreement as an independent contractor and not as an employee of County. County shall neither have nor exercise any control over the professional medical judgment in the performance of services under this Agreement. Contractor shall, however, provide all services in a competent and professional manner. Contractor shall not represent himself/herself as an employee of County in the performance of his/her professional responsibilities; rather, Contractor shall be represented as an independent appointed CME-I. Contractor shall be solely responsible for withholding, reporting, and paying any Social Security, income or other taxes due on account of payments under this Agreement, except County will, to the extent of payments in excess of Six Hundred Dollars (\$600.00) in any calendar year, file and furnish Contractor with a copy of IRS Form 1099 reporting such payments.
8. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality of death investigation information obtained during the performance of services under this Agreement and shall comply with all applicable laws including, without limitation, the Health Insurance Portability and Accountability Act to the extent applicable to Contractor and/or the County.
12. **NOTICES.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, certified or registered mailed with return receipt requested, postage prepaid, to County:

Woodbury County, Iowa
620 Douglas St. Rm 701
Sioux City, IA 51101

Attn : Melissa Thomas, HR Director

and to Contractor:

Elizabeth Ford
2324 Pueblo Dr.
Sioux City, IA
51104

13. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:


- a. **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- b. **Assignment.** This is a personal services arrangement wherein Contractor has been specifically retained for performance of the professional services based on Contractor's individual qualifications and experience. Therefore, this Agreement may not be assigned or transferred by Contractor.
- c. **Waiver.** The failure of wither party to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- d. **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- e. **Amendment.** This Agreement may be amended only by written agreement of the parties.
- f. **Counterparts.** This Agreement may be executed in more than one counterpart and each counterpart shall be considered an original.
- g. **Applicable Law.** This Agreement shall be interpreted according to the law of the Sate of Iowa, without regard to choice of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral statements and understandings with regard to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dated set opposite their respective names.

Elizabeth Ford

Woodbury County, Iowa

Elizabeth Ford

By: 

Matthew Ung, Chairman of the Board of Supervisors

Date: May 2, 2024

Date: 5-7-24