



SCOTT COUNTY HEALTH DEPARTMENT
Administrative Center
600 W. 4th Street
Davenport, Iowa 52801-1030
Office: (563) 326-8618 Fax: (563)326-8774
www.scottcountyiowa.com/health



February 25, 2016

To: Dee F. Bruemmer, County Administrator
From: Edward Rivers, Director

RE: County Agreement with MEDIC EMS

Attached you will find copies of the Agreement with MEDIC EMS for the term July 1, 2016 through June 30, 2021, for the Board of Supervisors approval and signature.

MEDIC EMS provides basic life support and advanced life support and emergency and transfer services within geographical areas "A" and "E" of the Scott County Code of Ordinances, Chapter 28, Ambulance Service, and standby and/or back-up services for area "B", "C", and "D".

Since the closing of Buffalo Ambulance in 2014, MEDIC EMS has provided ninety-eight percent of the county's emergency medical services response, and is a vital element in the ensuring that the county's citizens receive prompt, quality pre-hospital care.

An added element of this contract cycle is that MEDIC EMS will administer a quality management program to ensure delivery of high quality services, and collaborate with other agencies delivering EMS services in Scott County to develop and manage a consolidated Scott County Quality Management System.

The Scott County Board of Health reviewed and approved the agreement on February 18, 2016.

FEB - 1 2016



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BY: _____



Public Health
Prevent. Promote. Protect.

Date: July 1, 2016

Agreement #: SCAA-MEMS17

Agreement Parties: Scott County Board of Health
600 W. 4th St
Davenport, IA 52801

MEDIC EMS
1204 E. High Street
Davenport, IA 52803

Purpose: MEDIC EMS provides basic life support and advanced life support and emergency and transfer services within geographical areas "A" and "E" of the Scott County Code of Ordinances, Chapter 28, Ambulance Service, and standby and/or back-up services for area "B", "C", and "D". Areas "A" through "E" are delineated on the maps attached hereto. MEDIC EMS conducts quality management activities to ensure the delivery of high quality services. The Scott County Board of Health ("Scott County") recognizes that the services provided by MEDIC EMS are essential to the health and safety of the residents of Scott County and Scott County seeks to ensure the availability of these vital services.

The parties hereby agree to perform the work, fulfill the obligations, to provide the services and abide by all terms and conditions described in the Agreement, consisting of these cover pages and the following pages consisting of Sections I through VIII, for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Scott County Board of Health:

For and on behalf of MEDIC EMS:

By: Denise Cornes
Chairman

By: Linda L. Frederiksen
Executive Director

Date: 7-18-16

Date: February 1, 2016

For and on behalf of the Scott County Board of Supervisors:

By: _____
Chairman

Date: _____

I. Definitions

- A. “Confidential Information”: Records required by Iowa Code, Chapter 22.7, to be kept confidential.
- B. “Exclusive Service Area” (ESA): A geographic area assigned to an Emergency Medical Service provider in which the provider performs all calls for service.
- C. “One month’s expenses”: One twelfth of the MEDIC EMS current fiscal year expenses, as approved by the MEDIC EMS board of directors.
- D. “Operating Loss”: The net deficit, if any, of revenues, gains, and other support over expenses, before contributions of long-lived assets and reimbursements received for operating loss under a contract with Scott County, as presented in the statements of operations for any fiscal year’s audited financial statement.
- E. “Standby / backup services”: “Standby services” means identifying and positioning assets which will respond if necessary in an ESA other than those assigned, at the request of the agency assigned to that ESA. “Backup services” means response to an ESA other than those assigned at the request of the agency assigned to that ESA.

II. Identification of Parties

- A. The Chairperson of the Scott County Board of Health is the Authorized County Official for this Agreement. The Authorized County Official shall have the authority to authorize this Agreement, and any changes in the terms, conditions, or amounts specified in this Agreement. Communications and potential future negotiations concerning this Agreement should be referred to the Chairperson. The Scott County Board of Health hereinafter will be referred to as “Scott County”.
- B. The Executive Director is the Authorized MEDIC EMS Official for this Agreement. This individual is responsible for attending to the financial and administrative matters of this Agreement and shall have the authority to authorize this Agreement and any changes in the terms, conditions or amounts specified in this Agreement. Communications and potential future negotiations concerning this Agreement should be referred to the Executive Director.

III. Term of Agreement

- A. The effective date and initial term of this Agreement shall begin on July 1, 2016 and shall continue until June 30, 2021.

- B. This Agreement may be terminated by any party upon not less than forty-five (45) business days prior written notice to the other party specifying the date on which termination will become effective, in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies that creates a serious risk of assessment, sanction, penalty, or other significant consequence based on the application of any provision of state or federal law (collectively referred to as “supervening law”) to the party giving such notice, or any opinion of legal counsel to the effect that a supervening law creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice.

The parties acknowledge that this Agreement is being entered into at a time of significant change in state and federal law regarding the delivery and financing of health services and all parties agree to negotiate in good faith to reform or modify this Agreement, as necessary in the event of supervening law as defined herein prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequence.

- C. This Agreement may be terminated by any party, for cause consisting of material breach or default by another party, by giving the other party not less than thirty (30) business 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 twenty (20) business days from the date of receipt of such notice in which to correct or cure the alleged default, provided, however, that if such default cannot reasonably be cured within such twenty (20) business days period, the breaching party shall have a reasonable period of time thereafter to cure the alleged default.
- D. This agreement may be amended in whole or in part, or terminated, by mutual consent of the parties, provided that no such amendment or termination shall become effective unless in writing and properly executed by the parties identified in Section I above.

IV. Scope of Services

- A. MEDIC EMS will provide basic life support and advanced life support emergency and transfer services within ESA “A” and “E” as described in Appendix “B” of the Scott County Code of Ordinances, Chapter 28, *Emergency Medical Services*. In addition to providing full time ambulance service as above described, MEDIC EMS agrees to provide standby and backup services within ESA “B”, “C”, and “D”, upon request of Scott County, as required by Section 28-6 of the Scott County Code of Ordinances, Chapter 28, *Emergency Medical Services*.

- B. MEDIC EMS shall comply with Scott County Code of Ordinances, Chapter 28, *Emergency Medical Services*, and all Iowa Department of Public Health EMS rules, regulations, and laws.
- C. MEDIC EMS will administer a quality assurance management program to ensure delivery of optimal quality services. MEDIC EMS will collaborate with other agencies delivering EMS services in Scott County to develop and manage a consolidated Scott County Quality Management System. The elements of a standardized quality management program are, but are not limited to:
 - 1. Patient care record hosting
 - 2. Call review and feedback
 - 3. Data reporting

V. Manner of Financing

- A. Scott County agrees to reimburse MEDIC EMS for any operating loss incurred at the end of each one-year period of July 1 through June 30, with the yearly maximum amount being \$200,000, during the term of this Agreement; however, in the event there is an operating loss in the final year Scott County's duty to reimburse MEDIC EMS for that final year shall survive termination of this agreement. Any operating loss shall be shown on the year-end audited financial report prepared by MEDIC EMS.

If during any fiscal year the MEDIC EMS "Cash on Hand and Bank" balance, as shown on a periodic financial statement, is less than one month's expenses, Scott County may, upon request of the MEDIC EMS board, provide payment to restore the cash balance to the one month's expenses level, subject to the \$200,000 yearly maximum.

The yearly maximum amount of reimbursement, for any purpose(s), for any fiscal year during the term of this Agreement, is \$200,000.

- B. MEDIC EMS, at its place of business, shall keep accurate and complete financial books and records in accordance with sound and generally accepted accounting principles. If necessary to fulfill its obligations under this Agreement, Scott County shall have the right at all times during business hours, upon reasonable notice to MEDIC EMS, to inspect such financial books and records, to make extracts therefrom as necessary and/or to speak with the auditors thereof.
- C. Upon preparation and review of the year-end audited financial report, MEDIC EMS shall invoice Scott County for the operating loss shown, if any. This invoice shall be sent on or before five (5) business days from the beginning of the calendar month succeeding the completion of the year-end financial report. Scott County shall pay no later than thirty (30) days after the date of the invoice, provided that reasonable access to the MEDIC EMS records, if

necessary and requested in accordance with this Agreement, has been provided in a timely manner.

- D. Scott County and MEDIC EMS each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to MEDIC EMS, such as fees collected for services provided to individual patients.
- E. Pursuant to Paragraph V (B) above, MEDIC EMS may disclose or reveal to Scott County orally, in writing, or by inspection, confidential records.

If such confidential records are disclosed, neither Scott County, nor any of its respective officers, agents or employees shall disclose the confidential records to any third parties or use any confidential records received from MEDIC EMS for any purpose unrelated to this Agreement.

All confidential records pertaining to MEDIC EMS shall remain the property of MEDIC EMS, and all written or stored confidential records, with all copies thereof, shall be returned to the disclosing party upon its written request.

VI. Liability and Insurance

MEDIC EMS shall maintain comprehensive liability insurance as required by Scott County Code of Ordinances, Chapter 28, Ambulance Service, Section 28-4, Subsection D, and shall be in an amount of at least \$1 million per occurrence/, \$3 million annual aggregate for general liability and professional liability coverage. Scott County shall be named as an additional insured under the general liability policy maintained by MEDIC EMS and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file at the Scott County Health Department.

VII. Reports

- A. MEDIC EMS agrees to submit the following reports to Scott County on or before the following dates:
 - i. Certificate of insurance: Annually at the time of renewal
 - ii. First quarter outcomes: October 31st
 - iii. Second quarter outcomes: January 31st
 - iv. Third quarter outcomes: April 30th
 - v. Fourth quarter outcomes: August 31st
 - vi. Final financial profile: August 31st
 - vii. Audit report: 120 days from the end of the agency's fiscal year.
 - viii. Notification of any significant changes in funding, staffing or programming; including the expansion of an existing program or the

addition of any new funding source and/or program within 30 days of the change.

VIII. Other Conditions

- A. MEDIC EMS shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, gender identity, disability or religious affiliation.
- B. None of the funds provided through this Agreement shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.
- C. Severability. In the event that any one of more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United State Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

March 10, 2016

APPROVAL OF MEDIC EMS MULTI-YEAR CONTRACTUAL AGREEMENT

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

- Section 1. That the Multi-Year Contractual Agreement between Scott County, Scott County Board of Health and MEDIC EMS is hereby approved.
- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.