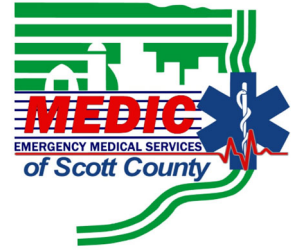


MEDIC EMS of Scott County

600 West Fourth Street
Davenport, Iowa 52801-1003
Office: (563) 323-6806
Fax: (563) 323-1705
www.medicems.com



October 31, 2023

To: Mahesh Sharma, County Administrator
From: Paul Andorf, Director

Attached you will find a copy of the Ambulance Service Agreement with MercyOne-Clinton Medical Center, Inc., Clinton, Iowa.

This agreement provides ambulance services for MercyOne Hospital in providing patient transports from the hospital, providing Cath Lab standbys, and other services.

This is a continuation of services that MEDIC EMS (Non-profit) has been providing to the hospital for over 23 years. The initial term of the agreement will expire in June 2025 with provisions for automatically renewing for 1-year terms with a maximum of 3 one-year renewals.

AMBULANCE SERVICE AGREEMENT

AGREEMENT made as of the 1st day of January 2024 between MEDIC EMS of Scott County, an Iowa county government (herein identified as "MEDIC EMS"), and MercyOne-Clinton Medical Center, Inc., a Michigan nonprofit corporation qualified to transact business in the state of Iowa (herein identified as "CLINTON").

WITNESSETH:

WHEREAS, CLINTON requires ambulance services for its patients, including those patients covered under Parts A and B of the Medicare Program, as well as for non-Medicare patients; and

WHEREAS, MEDIC EMS is engaged in providing ground basic and advanced life support ambulance services (hereinafter referred to as "Ambulance Services" or "Services"); and

WHEREAS, CLINTON desires to use MEDIC EMS as a provider of Ambulance Services pursuant to the terms of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. MEDIC EMS AND CLINTON OBLIGATIONS

A. Ambulance Services.

1. MEDIC EMS will provide CLINTON with Ambulance Services and CLINTON agrees to use MEDIC EMS as its primary ambulance provider unless specifically requested otherwise by a patient, or otherwise required by law or MEDIC EMS is unavailable, CLINTON or MEDIC EMS will call another service to meet the need.
2. Requests for Ambulance Service may be requested by CLINTON by calling MEDIC EMS at (563) 244-3650 and specifying the condition of the patient and why the patient needs to be transported by ambulance. MEDIC EMS will, in accordance with applicable dispatch protocols, determine whether the patient's condition meets the criteria for an emergent or non-emergent response.
3. For calls that require an emergent response, MEDIC EMS will respond as soon as possible with an appropriately staffed and equipped ambulance (Advanced Life Support "ALS" or Basic Life Support "BLS") responding with red lights and siren to CLINTON.
4. For calls that require a non-emergent response, MEDIC EMS will respond with an appropriately staffed and equipped ambulance (ALS or BLS) without red lights and sirens.

5. MEDIC EMS will station one (1) ambulance at CLINTON and that ambulance will be staffed 24 hours a day, 365 days a year. Staff for out-of-town transfers will respond to requests from CLINTON within a reasonable amount of time. Scheduled out-of-town transfers greater than forty (40) miles from Mercy Medical Center in Clinton, IA will rely on a crew from MEDIC EMS's Davenport operation as available, unless designated as "STAT" by requesting deployment of MEDIC EMS's hospital-based personnel, in which case MEDIC EMS staff stationed at CLINTON will respond if they are available. The parties expect MEDIC EMS to provide 24-hour ambulance for emergencies within the parameters defined in this Agreement. In the event that additional ambulance transfer(s) by MEDIC EMS are requested by CLINTON while a CLINTON ambulance transfer is already in progress, MEDIC EMS cannot ensure the availability additional ambulances and will not be required to provide such additional transfer. CLINTON expressly understands and acknowledges that all Services provided by MEDIC EMS are subject to the availability of MEDIC EMS, as outlined in Section F below.
6. MEDIC EMS agrees to respond for emergency and non-emergency calls within a reasonable amount of time, unless a response is delayed or made impractical as a result of adverse weather conditions, disasters, governmental actions, civil disorders, similar events or acts of god, or other conditions outlined in Section F below.
7. CLINTON shall use its best efforts to provide MEDIC EMS with as much advance notice as is practicable when initiating non-emergency transport requests. At the time of scheduling a non-emergency transport, CLINTON shall provide MEDIC EMS with all necessary information about the patient to enable MEDIC EMS to properly meet the patient needs and to properly bill the appropriate payor. Such information shall include the patient's medical condition, insurance status and, if the patient is a Medicare beneficiary, the necessary information to allow MEDIC EMS to determine whether the transport is billable to Medicare or to the facility.
8. MEDIC EMS agrees that at all times Ambulance Services will be provided in accordance with the applicable standard of care for emergency medical services and as may be required by any applicable professional society or accrediting body; however, the parties to not intend for the applicable legal standard of care to be measured or defined by any such society or accrediting body.

B. Equipment and Personnel.

1. MEDIC EMS agrees to staff and equip all ambulances in accordance with applicable federal, state and local laws, regulations, in addition to care protocols determined by the medical director of MEDIC EMS. When indicated by patient care acuity and applicable protocols, and depending upon MEDIC EMS staffing availability, MEDIC EMS will provide, when necessary and available, a Critical Care Transport Paramedic for patient transports with patient-care needs that exceed the scope of practice of an Iowa paramedic. CLINTON will provide appropriately licensed personnel to accompany patients during transports that exceed the scope of practice of an Iowa Paramedic, if a MEDIC EMS Critical Care Transport Paramedic is not available or if patient-care needs require additional specialized personnel to safely and effectively perform the patient transport.
2. If a nurse or other CLINTON personnel is required on a transport, CLINTON will provide such personnel and be responsible for the personnel's salary and all associated federal and state employment and income taxes, worker's compensation, disability, unemployment insurance and all other employee wages, benefits and taxes. At all times such personnel shall be an employee of CLINTON and shall not be deemed an employee or agent of MEDIC EMS for any reason.
3. One (1) Advanced Life Support ambulance that meets Iowa and Illinois requirements will be stationed in the City of Clinton for the designated area, staffed with, at a minimum, an Advanced Life Support (Paramedic) crew. A communication system will be provided in each ambulance to communicate with MED-COM. If a critical care transport is needed per CLINTON request, CLINTON or MEDIC EMS will call another service to meet the need if MEDIC EMS is unavailable.
4. Unless otherwise agreed to by the parties, each ambulance will have communications to MED-COM using a Land Mobile Radio System (LMRS) and will have the ability to communicate with CLINTON via VHF radio.
5. MEDIC EMS agrees to provide training on the use of the above communication equipment as necessary through its training department.
6. CLINTON will allow MEDIC EMS to roll its published ambulance service telephone line into the MEDIC EMS MED-COM Call Receiving Center for the term of this contract. CLINTON will also program its telephone systems for all ambulance transfers to be run through MED-COM.

C. Housing Facilities.

Facilities to house MEDIC EMS staff and its operations will be provided by CLINTON at no cost to MEDIC EMS or to its staff. All housing expenses incurred by CLINTON shall also include the provision of a Dedicated Internet Access (DIA) ethernet connection, telephone and facsimile services to support MEDIC EMS in the performance of its duties under this Agreement. Facilities must be able to accommodate a minimum of two (2) MEDIC EMS staff members in a twenty-four hour setting, with a crew lounge, sleeping quarters, linen, and accessible restrooms. CLINTON will provide MEDIC EMS staff with access control cards for hospital units to allow prompt, efficient patient contact and transport. CLINTON will provide a heated garage area, with sufficient space for two ambulance vehicles, storage of equipment in designated area and electrical hook-ups.

D. Medical Control and Medical Director.

Medical Control will be provided by CLINTON for Ambulance Services provided under this Agreement. However, all medical protocols will coincide with the most current Scott County Medical Protocols. In the event that MEDIC EMS personnel are unable to communicate with CLINTON Medical Control, MEDIC EMS personnel shall follow Scott County Medical Protocols.

E. Quality Assurance.

A quality assurance program will be coordinated with active participation by CLINTON'S local Medical Director and CLINTON'S management support personnel. This program will oversee standard quality patient care for all residents of the Clinton service area. Quality measurement protocols will be attached to this Agreement as an exhibit. CLINTON will review the progress of such measurements with MEDIC EMS on a regular basis, as determined by the parties. All quality assurance activities shall be confidential to the fullest extent permitted by law.

F. Availability.

CLINTON expressly understands and acknowledges that service required to be provided by MEDIC EMS may be unavailable at times due to high demand, patient & crew safety, emergencies or other unforeseen circumstances. MEDIC EMS will notify CLINTON when requests for services under this Agreement cannot be fulfilled to permit CLINTON to obtain the services of another provider. CLINTON understands that, in those instances where MEDIC EMS is unavailable, MEDIC EMS has no responsibility to arrange or pay for the charges of a substitute provider or to pay CLINTON the difference, if any, between the contracted rate and the charges of any such substitute provider. In addition, if adverse weather conditions exist so that MEDIC EMS will not be able to operate in a reasonably safe manner, CLINTON or MEDIC EMS may cancel or postpone requests for such Ambulance Services in the interest of safety. In the event of a system overload in Scott County, MEDIC EMS's vehicle(s) located at CLINTON may be summoned to Scott County. CLINTON will be notified of such events

when Ambulance Services are temporarily halted and an estimated timeline will be given to CLINTON for resumption of service.

G. Selection of Hospital.

Generally, CLINTON will determine the destination of the patient. However, a change in condition of the patient, legal requirements, unavailability of resources, an order by Medical Control or dispatch, or other legitimate reasons may necessitate that the patient be transported to another location.

H. Insurance and Licensing.

MEDIC EMS shall obtain and maintain professional liability and comprehensive general liability insurance and/or self-insurance, at its sole cost and expense, on a per occurrence basis or claims-made basis covering MEDIC EMS and its employees and/or independent contractors providing Services pursuant to this Agreement. The limits of liability shall be not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. MEDIC EMS shall provide, or cause to be provided, reasonably satisfactory evidence of such insurance and/or self-insurance to CLINTON upon request. MEDIC EMS shall immediately provide, or cause to be provided to CLINTON, notice of any change in or cancellation of such coverage. In the event that such insurance is not on an "occurrence basis" and is canceled or terminated, MEDIC EMS shall at all times, including without limitation after expiration and termination of this Agreement for any reasons, maintain continuing insurance coverage for any liability directly or indirectly resulting from the acts or omissions of MEDIC EMS and any employees or agents of MEDIC EMS during the term of this Agreement. This paragraph shall survive termination of this Agreement.

MEDIC EMS shall obtain and maintain during the term of this Agreement, at its sole cost and expense, workers' compensation insurance for individuals employed by MEDIC EMS pursuant to this Agreement.

MEDIC EMS will provide a certificate of insurance and will license all vehicles in accordance with the State of Iowa, State of Illinois, County of Scott, and the Cities of Davenport and Bettendorf, Iowa.

I. Nondiscrimination.

MEDIC EMS agrees to provide the Services described hereunder to members of the public on the basis of need and without regard to the ability to pay, source of payment, or demonstrated financial responsibility and without regard to race, creed, color, sex, religion, national origin or disability status.

J. Warranties.

1. Compliance with Laws, Standards, Rules and Regulations. MEDIC EMS and CLINTON represent and warrant that they are, and during the term of this Agreement they will continue to be, in compliance with all federal, state and local statutes, laws, ordinances and regulations applicable to them which are material to the operation of their businesses and the conduct of their affairs. Further, the parties represent and warrant that no payments or remuneration, or promises or agreements for payments or remuneration, in addition to the payments or remuneration Services expressly set forth in this Agreement, have been made or will be made by either party, its officers, directors, employees or agents.
2. MEDIC EMS's vehicle operator(s) shall have an appropriate driver's license and vehicle(s) shall be properly registered and safely maintained.
3. Confidentiality of Patient Information. MEDIC EMS and CLINTON agree to comply with all federal and state laws and regulations with respect to the privacy, confidentiality and security of patient information, including but not limited to the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Both parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations, and CLINTON will provide all documents requested by MEDIC EMS so that it may properly bill for covered transports

II. FEES AND REIMBURSEMENTS.

MEDIC EMS will bill the patient, Medicare, Medicaid, private insurance and all other third party payors for Ambulance Services provided by MEDIC EMS to CLINTON patients, pursuant to the terms of this Agreement and its Appendices. All billings for CLINTON patients will be the sole responsibility of MEDIC EMS.

- A. Billing to Patients or Third Parties. When required or permitted by law, MEDIC EMS will bill the patient, the patient's financially responsible party, or any available insurance or third party payment source for Services provided under this Agreement. This includes transports that MEDIC EMS is authorized to bill under Medicare Part B and Medicaid and that are covered under the applicable coverage criteria of those programs.

B. Billing to CLINTON. Where CLINTON is required by law, as described in Appendix A, or for inter-facility transfers where CLINTON has agreed to be responsible for payment, MEDIC EMS will bill CLINTON directly for Services rendered to patients of CLINTON. For these transports, CLINTON agrees to pay MEDIC EMS according to the fee schedule set forth in Appendix B. This includes, among other types of transports for which CLINTON is responsible to provide, transports that MEDIC EMS cannot bill directly to Medicare Part B or Medicaid.

C. Payment Conditions for Services Covered by CLINTON

1. Payment in Full. MEDIC EMS shall not bill any patient, financially responsible party, insurer, or third party payor for any transports that are the responsibility of the CLINTON. CLINTON agrees to indemnify, defend, and hold harmless MEDIC EMS for any liability resulting from its submission of any such bills when it was the result of information supplied by CLINTON. When charges are properly billed for Services, MEDIC EMS shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full.
2. Fair Market Value of Charges. MEDIC EMS represents and warrants that the rates reflected in all Appendices are reflective of fair market value for the services rendered and not substantially below the Medicare-approved rates for such services.
3. Prompt Payment. CLINTON agrees to remit payment to MEDIC EMS for all transports for which it is responsible to pay under the law and under this Agreement as outlined in Appendix B.

D. Provision of Information to MEDIC EMS

1. CLINTON shall, prior to the time that Services are provided, furnish to MEDIC EMS the information necessary to MEDIC EMS's proper billing of the Services provided, including but not limited to a hospital face sheet, a properly signed MEDIC EMS patient signature forms, and a properly completed and signed physician certification statement (PCS), including the legible name and credentials of the authorized signer. PCS forms shall be obtained by CLINTON on all non-emergency transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare and Medicaid Services (CMS). CLINTON shall utilize PCS forms approved by MEDIC EMS for this purpose. MEDIC EMS reserves the right to bill CLINTON directly for Services in the event CLINTON does not provide face sheets and PCS forms to MEDIC EMS as provided herein.

2. CLINTON further represents and warrants that it shall, within 30 days of receiving any requests from CMS or its authorized contractor, make available any and all such records requested by CMS or its contractor for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B. CLINTON shall be responsible to pay MEDIC EMS for any trips denied by CMS as a result of CLINTON's failure to supply such information as requested by CMS and/or the contractor within the time specified herein or as a result of claims denied or recouped by the carrier based on CLINTON's documentation.

III. TERM

This Agreement shall be for a term of eighteen (18) months commencing January 1, 2024. This Agreement shall be automatically renewed for additional successive one (1) year terms, with a maximum of three one-year renewals, unless either party shall inform the other party of non-renewal no less than ninety (90) days prior to the end of the current term. This Agreement may also be terminated as follows:

- A. By either party at any time, without cause, upon one hundred eighty (180) days prior written notice to the other party in the effective time and date of termination is stated in the notice; or
- B. By either party upon not less than forty-five (45) days prior written notice to the other party specifying the time and 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, or any opinion of legal counsel to the effect that any provision of state or federal law or regulations 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 agree to negotiate in good faith to reform or modify this Agreement 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. By either party, for cause consisting of material breach or default by the other party, or consisting of MEDIC EMS's failure to meet and maintain the qualifications and obligations required of MEDIC EMS and its employees referred to in this Agreement, by giving the other party not less than ten (10) 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 ten (10) days from the date of receipt of such notice in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice.

IV. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that the parties hereto are at all times acting and performing hereunder as independent contractors, and that no employer/employee, agency, joint venture, or partnership relationship is created between the parties by the terms of this Agreement.

- A. CLINTON shall neither have nor exercise any control or direction over the methods by which MEDIC EMS shall exercise professional judgment or perform the Ambulance Services required pursuant to this Agreement, except to ensure that the Services provided pursuant to this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.
- B. MEDIC EMS shall not represent to third parties that MEDIC EMS is an employee or agent of CLINTON in the provision of the Ambulance Services under this Agreement.
- C. MEDIC EMS shall not refer to or use the CLINTON name, logo, or trademark in any form of publicity or advertising without the express written consent of CLINTON.
- D. MEDIC EMS agrees that each of its employees shall wear identification clearly indicating that they are employed or engaged by MEDIC EMS to provide Ambulance Services to CLINTON.
- E. Neither party shall have a claim under this Agreement or otherwise against the other for vacation pay, sick leave, retirement benefits, Social Security benefits, Worker's Compensation, disability or unemployment insurance benefits of any kind. MEDIC EMS shall assume all liabilities and responsibilities concerning payment of all income taxes, FICA taxes and other taxes relating to payments made by CLINTON pursuant to this Agreement. MEDIC EMS and CLINTON further agree to indemnify one another for any liability (including reasonable legal fees and costs) incurred as a result of the other party's failure to pay its legal income tax and Social Security obligations.

V. MISCELLANEOUS

- A. No Referral Requirement. Nothing in this Agreement shall be construed to require CLINTON or MEDIC EMS to make referrals of patients to one another. No payment is made under this Agreement in return for the referral of patients or in return for the ordering, purchasing, or leasing of products or service from CLINTON or MEDIC EMS. The fee schedule established hereunder does not take into account the value or volume of any referrals of business generated or anticipated to be generated between the parties.
- B. Government Access to Records. MEDIC EMS agrees that until the expiration of five (5) years after the furnishing of Services pursuant to this Agreement, MEDIC EMS shall make available, upon written request, to CLINTON or the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of MEDIC EMS that are necessary to certify the nature and extent of costs paid by CLINTON

pursuant to this Agreement. If MEDIC EMS carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization as defined by Federal regulations, such subcontract shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to said subcontract, the related organization shall make available, upon written request, to CLINTON or the Secretary of Health and Human Services, or upon request, to the comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

- C. Indemnification. CLINTON agrees to indemnify, hold harmless, and defend MEDIC EMS, its officers, directors, employees, related companies, successors, subcontractors and assigns from and against all claims, losses, costs, damages, and expenses which result from or arise in connection with any unlawful or wrongful acts or negligent acts or omissions by CLINTON in performance or non-performance of the terms of this Agreement. MEDIC EMS agrees to indemnify, hold harmless, and defend CLINTON, its officers, directors, employees, related companies, successors, and assigns, from and against all claims, losses, costs, damages and expenses which result from or arise in connection with any unlawful or wrongful acts or negligent acts or omissions by MEDIC EMS in performance or non-performance of the terms of this Agreement. This provision shall include all costs and disbursements, including, without limitation, court costs and reasonable attorney's fees.
- D. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Iowa.
- E. Entire Agreement and Modifications to Agreement. This Agreement and its attachment(s) constitute the entire agreement of the parties. Further, this Agreement supersedes all prior negotiations, oral understandings, resolutions and statements of intent pertaining to the subject matter contained herein. This Agreement cannot be changed, modified, altered, terminated or discharged in any manner except by an instrument in writing, signed on or subsequent to the date hereof by the party or parties against whom enforcement of the change, modification, alteration, termination or discharge is sought, including without limitation the provisions of this Section.
- F. Authority to Execute Agreement. Each of the individuals executing this Agreement represents and warrants that he or she has the authority to execute this Agreement and bind his or her respective corporation or business entity.
- G. Waiver of Breach. The waiver by any party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or other breach of the same or any other provision of this Agreement by the other party.

- H. Assignment. This Agreement may not be assigned without the written consent of both parties.
- I. Notice. Service of all notices under this Agreement shall be sufficient if mailed to the party involved at its respective address set forth herein, by certified or registered mail, return prepaid, addressed to the appropriate party as follows:

CLINTON:

MercyOne Clinton
 President and CEO
 1410 North 4th Street
 Clinton, IA 52732

MEDIC EMS:

MEDIC EMS of Scott County
 Director
 600 West 4th Street
 Davenport, IA 52801-1030

- J. Severability. In the event that any one or 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 States 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above:

MercyOne Clinton.

BY:

 Sean J. Williams
 President and CEO

DATE: / / _____

MEDIC EMS of Scott County

BY:

 Paul Andorf
 Director

DATE: / / _____

APPENDIX A CLINTON RESPONSIBILITY FOR HOSPITAL PATIENTS

CLINTON shall be directly responsible for the payment of those Services rendered as outlined below, to include all patients, at the rates set forth in Appendix B:

1. Inpatients/DRG: Medical transportation services provided to all Medicare or Medicaid inpatients or in-patients where CLINTON has legal or contractual obligations with a third party carrier to assume all related costs (including ambulance transports) for care on a per diem basis and/or where the MEDIC EMS is precluded by law from billing insurance for such transport. Inpatients are described as patients who may be transported from CLINTON to another facility, and returned back to CLINTON within a twenty four (24) hour period. Any patient transport that occurs between the admission and discharge dates of a Medicare inpatient stay is billable to CLINTON.

2. Medicare Three Part Test: In certain cases where it would appear that Medicare Part B would be the appropriate payor, Medicare applies a three part test where interfacility transport of the patient occurs to determine whether Medicare Part B is the appropriate payor, or whether the facility (in this case CLINTON) should be billed. The three-part test consists of the following elements:
 - a) If the facilities have different provider numbers, the transport is billable to Medicare Part B (provided all other coverage criteria are met). If they are the same, then it is necessary to move on to the second criterion.

 - b) Whether or not the campuses of the two facilities are the same. "Campus" means the physical area immediately adjacent to the provider's main buildings, other areas and structures that are not strictly contiguous to the main buildings, but are located within 250 yards of the main buildings, and any of the other areas determined on an individual case basis by the CMS regional office to be part of the provider's campus. Where the two facilities sharing the same provider number are located on the same campus, the transport is billable by the ambulance provider to the first facility and not to Medicare Part B. If different, move to the third criterion.

 - c) If the facilities have the same provider number and are located on different campuses, then it is necessary to determine if the patient has inpatient status at both the origin and destination facilities. If so, then the first facility, and not Medicare Part B, is responsible for payment to the ambulance supplier. If there is any other combination of inpatient/outpatient status, then the transport may be billable by the ambulance supplier to Medicare Part B (if all requirements are met).

**APPENDIX B
FEE SCHEDULES**

A. Charges for Ambulance Services Billable to CLINTON.

Base Rate Charges

| | |
|------------------------------------------|-----------|
| Basic Life Support – Emergency: | \$410.04* |
| Basic Life Support – Non-Emergency: | \$256.28* |
| Advanced Life Support 1 – Emergency: | \$486.92* |
| Advanced Life Support 1 – Non-Emergency: | \$307.53* |
| Advanced Life Support 2: | \$704.76* |
| Specialty Care Transport: | \$832.89* |

Mileage Charges**

| | |
|--------------------------------------------|----------|
| Ambulance Service, per mile (1 – 17 miles) | \$13.20* |
| Ambulance Service, per mile (18+ miles) | \$8.80* |

**All mileage shall be billed and paid on the basis of “loaded miles,” that is, those miles for which the patient is on board the vehicle.

*2023 Medicare Ambulance Fee Schedule. All Charges shall be in accordance with the most current definitions of each level of service as set forth by the Centers for Medicare and Medicaid Services (CMS). The rates set forth herein shall increase annually calendar year by the same percentage as the Ambulance Inflation Factor (AIF), published annually by CMS, without reference to the Multifactor Productivity Index.

B. CLINTON Responsibility for Long Distance Transports Billed to Patients.

For billings to patients with transports originating from CLINTON to a distance greater than forty (40) miles from CLINTON, which have unpaid balances six months following the date of service, CLINTON agrees to reimburse MEDIC EMS for fifty percent (50%) of any unpaid charges, based upon the current MEDIC EMS fee schedule. CLINTON shall reimburse MEDIC EMS on a monthly basis. CLINTON shall have no obligation to reimburse MEDIC EMS for any unpaid charges on such accounts that have not been billed to CLINTON within ninety (90) days from the end of the six-month period from date of service. Any payments received by MEDIC EMS after CLINTON has reimbursed MEDIC EMS its (50% share will be credited proportionately between MEDIC EMS and CLINTON.

C. Standby Services.

Standby rates of \$25.00 per quarter-hour will apply for standby if needed.

E. Payments.

CLINTON will reimburse MEDIC EMS on a monthly basis for all transports and outstanding bills as outlined in this Agreement and its Appendices . Late payments of forty-five (45) days or more, from the date the invoice is received, are subject to interest charge of 1% per month (12% APR). CLINTON agrees that payment to MEDIC EMS is not contingent upon any payments that CLINTON may collect from other sources. CLINTON agrees to be responsible for the payment to MEDIC EMS of its costs for collection of accounts past 45 days.

APPENDIX C
QUALITY MEASURES

- A. Response Time Measurements-On a quarterly basis, MEDIC EMS shall provide response time reports to CLINTON for patients with ambulance transports originating from MercyOne Clinton Hospital, with a goal of 90 minutes or less from the agreed pickup time to on scene time when an onsite crew is not available.

- B. Response Time Measurements-On a quarterly basis, MEDIC EMS shall provide response time reports to CLINTON for patients with ambulance transports originating from MercyOne Clinton Hospital that is handled by the available onsite crew, with a goal of 15 minutes or less from the agreed pickup time to on scene time.

- C. Patient Survey Information-On a quarterly basis, MEDIC EMS shall provide patient survey information to CLINTON for patients with an origination or destination of MercyOne Clinton Hospital.

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 21, 2023

APPROVING AMBULANCE SERVICE AGREEMENT BETWEEN MEDIC EMS OF SCOTT
COUNTY AND MERCYONE-CLINTON MEDICAL CENTER, INC.

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

Section 1. This agreement provides ambulance services for MercyOne Hospital in providing patient transports from the hospital, providing Cath Lab standbys, and other services

Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements on behalf of the Board.

Section 3: This resolution shall take effect immediately.