

MEDIC EMS of Scott County

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December 1, 2023

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

Attached, you will find a copy of the EMS Contingency Agreements with regional Ambulance Services. These agreements have been reviewed by the Scott County legal department, and they found no issues. This resolution will allow the Director of MEDIC EMS of Scott County to sign such agreements on behalf of the Scott County Board of Supervisors.

This agreement will maintain mutual aid and EMS contingency assistance and will be implemented when coverage is not possible due to unforeseen circumstances or events occurring, including but not limited to equipment or vehicle malfunction, failure, unavailability, or staff illness or injury. This agreement will allow participating ambulance services to ensure patient transportation is available.

Ambulance Transporting Agencies that are part of these agreements include:

- Advanced Medical Transport (AMT), Milan, IL
- Bennett Ambulance Service, Bennett, IA
- Camanche Fire Department, Camanche, IA
- Clinton Fire Department, Clinton, IA
- Coal Valley Fire Protection District, Coal Valley, IL
- Genesis DeWitt Ambulance Service, DeWitt, IA
- Durant Ambulance Service, Durant, IA
- Genesis Silvis Ambulance Service, Silvis, IL
- MED-FORCE, Bettendorf, IA
- MEDIC EMS of Scott County, Davenport, IA
- Moline Fire Department, Moline, IL
- Muscatine Fire Department, Muscatine, IA
- Paramount Ambulance, Dubuque, IA
- Rock Island Arsenal Fire Department, Rock Island, IL
- Rock Island Fire Department, Rock Island, IL
- Wheatland EMS, Wheatland, IA

2024 Mutual Aid and EMS Contingency Agreement for Clinton County Iowa Ambulance Services

Section 1. Identity of Parties.

- **Camanche Fire Department**, 720 9th Avenue, Camanche, IA 52730
- **Clinton Fire Department**, 344 3rd Avenue South, Clinton, IA 52732
- **Genesis Dewitt Ambulance Service**, 1118 - 11th Street, DeWitt, IA 52742
- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Wheatland EMS**, PO Box 1, Wheatland, IA 52777

Section 2. Purpose of Agreement.

An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area. A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

For purposes of this agreement, the "requesting service program" is the ambulance service program that requests assistance pursuant to this agreement, and the "responding service program" is the ambulance service program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either "requesting service programs" or "responding service programs," depending on the circumstances of the response.

The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

3.1 Authority to Request and Provide Assistance. An Agency may request assistance from any other Agency when the requesting Agency has concluded that such assistance is essential. All requests for assistance shall be placed through the local communications center.

3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

The responding Agency's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Agency. The person in charge of the responding Agency shall meet with the incident commander or appropriate sector officer of the requesting Agency for a briefing and assignment.

The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

Section 6. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 8. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
Camanche Fire Department	Camanche, IA	David Schutte		
Clinton Fire Department	Clinton, IA	Joel Atkinson		
Genesis DeWitt Ambulance Service	DeWitt, IA	Adam Haut		
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Wheatland EMS	Wheatland, IA	Andrea Werner		

Mutual Aid and EMS Contingency Agreement for Scott and Muscatine Fire Department

Section 1. Identity of Parties.

- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Muscatine Fire Department**, 312 East 5th Street, Muscatine, IA 52761

Section 2. Purpose of Agreement.

An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area. A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

For purposes of this agreement, the "requesting service program" is the ambulance service program that requests assistance pursuant to this agreement, and the "responding service program" is the ambulance service program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either "requesting service programs" or "responding service programs," depending on the circumstances of the response.

The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

3.1 Authority to Request and Provide Assistance. An Agency may request assistance from any other Agency when the requesting Agency has concluded that such assistance is essential. All requests for assistance shall be placed through the local communications center.

3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

The responding Agency's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Agency. The person in charge of the responding Agency shall meet with the incident commander or appropriate sector officer of the requesting Agency for a briefing and assignment.

The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

Section 6. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 8. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Muscatine Fire Department	Muscatine, IA	Gerald P. Ewers		

2024 Mutual Aid and EMS Contingency Agreement for Scott County, Iowa and Paramount Ambulance

Section 1. Identity of Parties.

- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Paramount Ambulance**, 5070 Wolff Rd, Dubuque, IA 52002

Section 2. Purpose of Agreement.

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A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area. A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

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3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment, and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. All Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid or contingency responses.

The responding Agency's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Agency. The person in charge of the responding Agency shall meet with the incident commander or appropriate sector officer of the requesting Agency for a briefing and assignment.

The person in charge of the responding Agency shall retain control of the responding Agency's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary response area. Responding Agency personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Agency's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: This Agreement shall be in full force and effect upon execution by all Agencies hereto. This Agreement shall remain in effect unless canceled by any parties of this agreement by giving thirty (30) days written notice to all parties. The Agreement may be amended by agreement of all Agencies. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 5. Compensation/Reimbursement: Agencies providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing, and collection activity. Requesting Agencies are responsible for the payment of fees for responding paramedic Agencies providing paramedic intercept services.

No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

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Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

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Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Paramount Ambulance	Dubuque, IA	Marvin Ney		

2024 Mutual Aid and EMS Contingency Agreement for Scott County Iowa – Illinois Quad City Ambulance Services

Section 1. Identity of Parties.

- **Advanced Medical Transport (AMT)**, 1207 10th Street W., Milan, IL 61264
- **Bennett Ambulance Service**, 145 Main Street, PO Box 45, Bennett, IA 52721
- **Coal Valley Fire Protection District**, 103 W 18th Ave, Coal Valley, Illinois 61240
- **Genesis Dewitt Ambulance Service**, 1118 - 11th Street, DeWitt, IA 52742
- **Durant Ambulance Service**, 703 - 5th Street, Durant, IA 52747
- **Genesis Illini Ambulance Service**, 730 Avenue of the Cities, East Moline, IL 61244
- **MED-FORCE**, PO Box 400, Bettendorf, IA 52722
- **MEDIC EMS of Scott County**, 1204 East High Street, Davenport, IA 52803
- **Moline Fire Department**, 1630 - 8th Avenue, Moline, IL 61265
- **Rock Island Fire Department**, 1313 - 5th Avenue, Rock Island, IL 61201
- **Rock Island Arsenal Fire Department**, 2932 Rodman Avenue, Rock Island, IL 61299
- **Wheatland EMS**, PO Box 1, Wheatland, IA 52777

Section 2. Purpose of Agreement.

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No Agency shall be required to reimburse any other Agency for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in the above paragraph. Each Agency shall pay its own costs (i.e., salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency assistance.

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Section 7. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

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Section 9. Execution.

Print Service Name	City of Operation	Service Representative (print name)	Service Representative (signature)	Date
Advanced Medical Transport (AMT)	Milan, IL	Stuart Schroeder		
Bennett Ambulance Service	Bennett, IA	Brent Arp		
Coal Valley Fire Protection District	Coal Valley, IL	David Dunham		
Genesis DeWitt Ambulance Service	DeWitt, IA	Adam Haut		
Durant Ambulance Service	Durant, IA	Daniel Sterner		
Genesis Silvis Ambulance Service	Silvis, IL	Adam Haut		
MED-FORCE	Bettendorf, IA	Kevin Takacs		
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Moline Fire Department	Moline, IL	Steven Regenwether		
Rock Island Arsenal Fire Department	Rock Island, IL	Colonel Daniel Mitchel		
Rock Island Fire Department	Rock Island, IL	Robert Graff		
Wheatland EMS	Wheatland, IA	Andrea Werner		

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

DECEMBER 7, 2023

APPROVING EMERGENCY MEDICAL SERVICES (EMS) CONTINGENCY PLAN AGREEMENTS

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

Section 1. An ambulance service program shall maintain mutual aid and EMS contingency assistance that will be implemented when coverage is not possible due to unforeseen circumstances. The agreements will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

A mutual aid and EMS contingency assistance is an agreement between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area.

A transport agreement is a written agreement between two or more service programs that specify the agreeing parties' duties and responsibilities to ensure appropriate patient transportation in a given service area.

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Scott County Resolution
APPROVING EMERGENCY MEDICAL SERVICES (EMS) CONTINGENCY PLAN AGREEMENTS
December 7, 2023
Page 2

program that is requested to respond pursuant to this agreement. Parties to the agreement may function as either “requesting service programs” or “responding service programs,” depending on the circumstances of the response.

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.