

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
December 18 - 22, 2023

Same Webex Info for
COW and Board Meetings.

Tuesday, December 19, 2023

Committee of the Whole - 4:00 pm
Board Room, 1st Floor, Administrative Center **In-Person and Virtual******

The public may join this meeting in person OR by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

TO JOIN BY PHONE 1-408-418-9388

ACCESS CODE: 2490 678 1633 PASS CODE: 1234

OR you may join via Webex. Go to www.webex.com and JOIN meeting using the same Access Code and Pass Code above.

See the Webex Instructions in packet for a direct link to the meeting.

- ___ 1. Roll Call: Rawson, Beck, Dickson, Maxwell, Paustian

- ___ 2. Public Comment as an Attendee.
By Phone:
*3 to raise/lower hand, *6 to unmute (host must unmute you first)

By Computer:
Bottom right of screen, you will find Participants and Chat, in this area you will find the hand icon, use the hand icon to raise and lower your hand.

Presentation

- ___ 3. Recognizing the retirement of Linda Frederiksen, Executive Director of MEDIC EMS. (Item 03)

- ___ 4. Technology Strategic Plan- Presentation by Crowe. (Item 04)

Facilities & Economic Development

- ___ 5. Annual re-adoption of the Master Matrix for County review of State construction permits for Confined Animal Feeding Operations (CAFO). (Item 05) Consent Agenda Consideration

- ___ 6. Public Hearing on December 19, 2023 at 4:30 during the Board Meeting for a sketch plan/final plat of a minor subdivision known as RSBR Addition. (Item 06)

- ___ 7. Public Hearing on December 19, 2023 at 4:30 during the Board Meeting regarding a request of Riverstone Group, Inc. to amend Scott County's adopted Future Land Use Map (FLUM). (Item 07)

- ___ 8. Purchase of postage machine from Pitney Bowes in the amount of \$23,379.21. (Item 08) Consent Agenda Consideration.
- ___ 9. Emergency repair to the lateral sewer main from Iowa American Water main to the Juvenile Detention Center in accordance with General Policy 11- Purchasing Policy, Section 1: Emergency Purchases. (Item 09) Consent Agenda Consideration.
- ___ 10. Setting of Public Hearing for sale of property to City of Davenport for January 4, 2024 at 5:00 PM during the Board Meeting. (Item 10) Consent Agenda Consideration.
- ___ 11. Public Hearing on December 19, 2023 at 4:30 during the Board Meeting for approval of utility easement on Scott County Owned Property Parcel #952249002. (Item 11)

Human Resources

- ___ 12. Staff Appointments. (Item 12) Consent Agenda Consideration

Health & Community Services

- ___ 13. Request to suspend the 2022 property taxes due September 2023 and March 2024 in the amount of \$1,391.00 including interest for Thomas Hart. (Item 13) Consent Agenda Consideration.
- ___ 14. Request to suspend the second half of the 2022 property taxes due in March 2024 in the amount of \$1,628.00 for Joan Harter. (Item 14) Consent Agenda Consideration.

Finance & Intergovernmental

- ___ 15. MEDIC EMS Equipment Maintenance and Commercial Service Contracts. (Item 15) Consent Agenda Consideration.
- ___ 16. MEDIC EMS Ambulance Service and Supply Agreement with Genesis Medical Center. (Item 16) Consent Agenda Consideration
- ___ 17. MEDIC EMS Ambulance Service Agreement with MercyOne Hospital in Clinton. (Item 17) Consent Agenda Consideration
- ___ 18. MEDIC EMS Transportation Agreement for Nontransport Service Programs. (Item 18) Consent Agenda Consideration.
- ___ 19. MEDIC EMS Hospice Ambulance Service Agreement with Unity Point Hospice to provide services to its patients. (Item 19) Consent Agenda Consideration.
- ___ 20. MEDIC EMS Affiliation Agreements between Medic EMS and Eastern Iowa Community College, Northeast Iowa Community College, and University of Iowa Hospitals and Clinics Emergency Medical Services Learning Resources Center for emergency medical training and education. (Item 20) Consent Agenda Consideration
- ___ 21. MEDIC EMS agreement with Mobile Health Resources, LLC, d/b/a EMS Survey Team, to conduct patient surveys. (Item 21) Consent Agenda Consideration

- ___ 22. MEDIC EMS pharmacy agreements with Genesis Medical Center – Davenport, MercyOne – Clinton, and UnityPoint Health-Trinity, Bettendorf. (Item 22) Consent Agenda Consideration
- ___ 23. MEDIC EMS system access agreement with Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation. (Item 23) Consent Agenda Consideration
- ___ 24. MEDIC EMS agreements with Bettendorf Community School District for reimbursement of Scott County wage expenses for Bettendorf Community School District’s health care apprentices selected for the Iowa Health Career Registered Apprenticeship Program. (Item 24) Consent Agenda Consideration
- ___ 25. ECM Software Maintenance and Support. (Item 25) Consent Agenda Consideration
- ___ 26. Public Hearing on December 19, 2023 at 4:30 Board Meeting regarding a budget amendment to the FY24 budget. (Item 26)

Other Items of Interest

- ___ 27. SAVE THE DATE: Scott County Organizational Meeting will be held January 2, 2024 at 8:30AM and the Committee of the Whole at 8:35AM.
- ___ 28. Adjourned. Moved by ___ Second by ___

Regular Board Meeting - 4:30 pm
Board Room, 1st Floor, Administrative Center **In-Person and Virtual** Same Webex Info for COW and Board Meetings.

Same WebEx Information for: Committee of the Whole 4:00 PM and Board Meeting 4:30PM

- ___ 1. Roll Call: Rawson, Beck, Dickson, Maxwell, Paustian

Public Hearing

- ___ 2. Public Hearing in regards to a sketch plan/final plat of a minor subdivision known as RSBR Addition.
- ___ 3. Public Hearing in regards to a request for an amendment to the Future Land Use Map (FLUM).
- ___ 4. Public Hearing in regards to a utility easement on Scott County Owned Property Parcel #952249002.
- ___ 5. Public Hearing in regards to an FY24 Budget Amendment.

Instructions for *Unmuting Phone Line* during Board Meeting teleconference

To gain the moderator’s attention, **press *3 from your phone OR the raise hand icon** on computer or mobile device (for location of raise hand icon, see below). Phone lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or *6 on their phone after being recognized by the Chair.

Meeting # 2490 678 1633

Password #1234

Connect via Computer or application:

Host: www.webex.com Meeting number: **above** Password: **1234**

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/j.php?MTID=m77c0b117e3d7b0f6eadae26a3efc277a>

Connect via telephone: 1-408-418-9388 Meeting number: **above** Password: **1234**


Telephone / Cell Phones Connections:

Telephones lines will be placed on mute during the meeting. Participants may “raise their hand” by using *3 to gain attention of the host.



When called upon for comments by the Board,


1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by keying * 6
4. After conversation, please lower your hand. (*3 again)


Computer / Application Connections:

If connected via web application or computer, the user should look for the **Raise Hand**  raise hand symbol and click to appear raised so the host may acknowledge you.

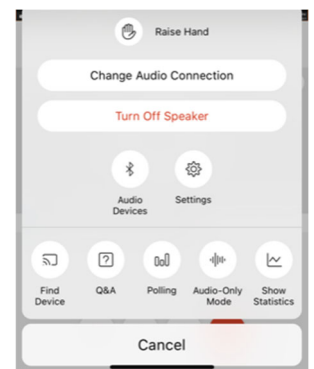
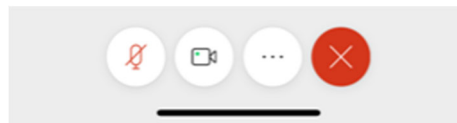
1. The host will then unmute the participant’s line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

You can mute yourself so that everyone can concentrate on what's being discussed. While you're on a call or in a meeting, select  at the bottom of the meeting window. You'll know it's working when the button turns red. .

If you want to unmute yourself, select . Others can hear you when the button turns gray.

When you're muted and move away from the call controls, the mute button moves to the center of your screen and fades in color  to indicate that you're still muted.

To find the **raise hand icon**, you may need to click on ...



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Item 04
12/19/2023



December 14, 2023

To: Mahesh Sharma, County Administrator
From: Matt Hirst, Information Technology Director
Subject: Technology Assessment and Strategic Plan

The Board of Supervisors approved an RFP late last year to conduct a technology assessment and develop a five-year technology strategic plan with Crowe Consulting.

The Scott County Board of Supervisors has a long history of embracing technology to facilitate the objectives of the organization and has directed and approved technology assessments facilitated with professional services approximately once a decade.

In my tenure at Scott County, this marks the third such assessment.

- In 2000, RSM McGladrey facilitated a technology assessment with major recommendations including:
 - Establishing an Information Technology Department with a director and help desk.
 - Creating a Geographic Information System (GIS) and coordinator.
 - Updating the website and a webmaster.
 - Replacing the custom tax system with a Commercial off the Shelf System (CotSS).
- In 2010, Berry Dunn facilitated the technology assessment with major recommendations including:
 - Upgrading financial management software with an Enterprise Resource Planning (ERP).
 - Implementing an Enterprise Content Management (ECM) solution for document retention.
 - Improving technology security and adding a full time dedicated security professional.
- In 2023, Crowe Consulting has facilitated a technology assessment and technology strategic plan. Major recommendations include:
 - IT engaging with supported offices/departments/organizations proactively to address process modernization through technology improvements related to business needs.
 - Implementation of an Information Technology Service Management (ITSM) solution for better management of end-to-end services.
 - IT Department organizational evolution adding roles to better meet the needs and expectations of customers.

The Board has identified “Organizational Efficiency” as a top organization-wide strategic priority in the 2024-26 Strategic Plan. Top Strategies of this priority include:

1. Integrate technology and web-based services to enhance interactions with our customers by June 2026.
2. Explore adding specialized skill positions to the organization (example: business analyst, public relations, grant writer).
3. Develop processes and procedures for departments to internally evaluate their efficiencies for process improvements.

The Technology Assessment and Strategic Plan developed by Crowe with the assistance of Scott County IT are attached. It is recommended that the Board accept and adopt the Technology Assessment and Strategic Plan as presented.

Encl(S): 2



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December 5, 2023

To: Scott County, Iowa

Subject: 2023 Cybersecurity Assessment and Penetration Testing

Crowe LLP (Crowe) was engaged by Scott County to perform a Cybersecurity Assessment and Penetration Testing, including both Internal and External Penetration Testing, as part of a broader IT Assessment. The testing was conducted from January through March 2023.

Crowe’s External Penetration Testing emulated the tools and techniques used by “hackers” to assess the County’s Internet facing systems. Crowe leveraged a variety of automated and manual techniques to perform an assessment of the potential vulnerabilities of the external systems, including:

Assessment Activity	Sample Review Areas
Information Gathering and Footprinting	<ul style="list-style-type: none">• Internet Footprint Analysis• System and Service Identification and Confirmation with Owensboro personnel
Access Management	<ul style="list-style-type: none">• Web Server Security (IIS, Apache)• DNS Security• Email Server Configuration• Traffic Encryption• Anonymous Access to Sensitive Data (FTP, Citrix, Database Services)• Denial of Service Testing (upon request)
Password Management	<ul style="list-style-type: none">• Password Analysis for External Applications (Web, Telnet, SSH, VPN, etc.)• Brute Force Attacks (upon request)
Patch Management	<ul style="list-style-type: none">• Vulnerability Scanning (leveraging Multiple Tools)• Vulnerability Confirmation/False Positive Removal
Secure Application Development (Unauthenticated)	<ul style="list-style-type: none">• Web Application/Server Traversal• Web Application Input Validation (SQL Injection, Cross-Site Scripting, etc.)• Authentication Controls• Information Leaks• Client-Side Controls

Crowe’s Internal Penetration Assessment used a structured and iterative process of testing the network architecture, system configurations, processes, and procedures that affect the ability to protect County assets from unauthorized access. Our testing includes:

Assessment Activity	Sample Review Areas
Physical Network Management	<ul style="list-style-type: none"> • Network Traffic Analysis • Man-in-the-Middle Prevention • Voice-Data Network Segmentation
Access Management	<ul style="list-style-type: none"> • User and Service Account Permissions • Anonymous Access to Sensitive Data (FTP, Citrix, Database Services) • Information Leaks including Account Enumeration • Network Share Permissions • DNS and Email Server Security
Password Management	<ul style="list-style-type: none"> • Active Directory Password Security • Password Encryption and Storage • Brute Force Password Attacks • Database Password Security • Remote Desktop Management Configuration
Patch Management	<ul style="list-style-type: none"> • Vulnerability Scanning and Confirmation on all In-Scope Systems • False Positive Removal • Denial of Service Testing (upon request)

Crowe’s Cybersecurity Assessment reviewed information security governance practices and technical device and system configurations. The assessment evaluated the capabilities of the people, processes, and technologies supporting the County’s cybersecurity program. The review included an assessment of the following components:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Information Security Governance • Threat & Vulnerability Management • IT Operations • Third Party Management • Secure Configuration Management • Secure Development • Data Protection | <ul style="list-style-type: none"> • Physical Security • Employee Management • Logical Security • Secure Change Management • Business Continuity Management • Logging and Monitoring • Compliance |
|---|--|

Upon completion of the testing, Crowe provided a report detailing the results and recommendations for mitigating identified risks. Scott County reviewed the results and developed action plans to address the risks.

Crowe LLP

Scott County, Iowa: Department of Information Technology – High-Level Organizational Assessment

July 2023

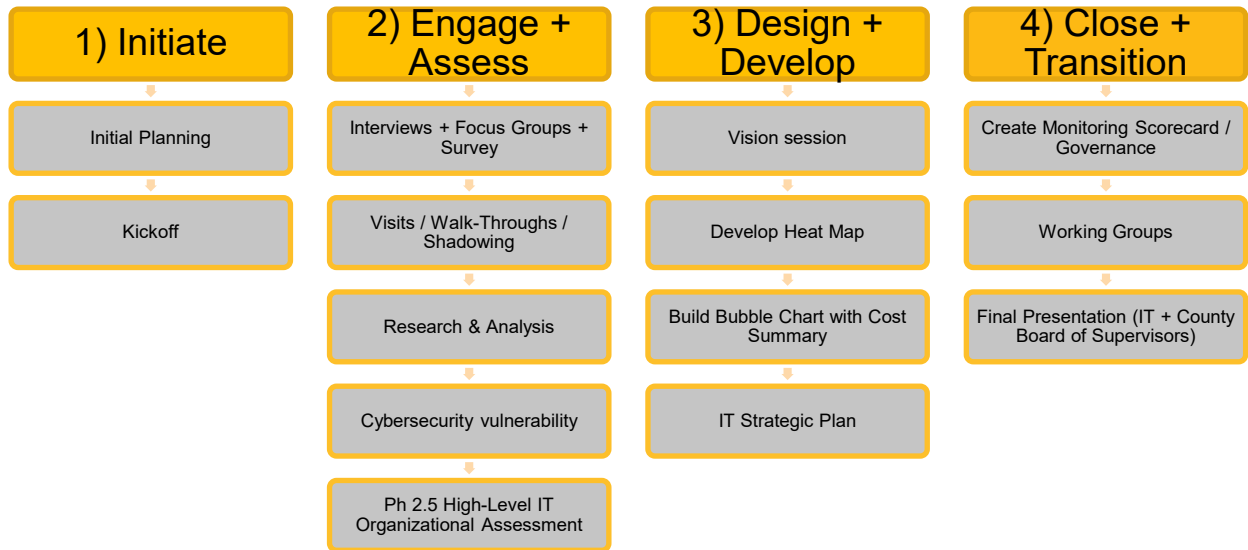


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Introduction

In January 2023, Scott County, Iowa (the County) engaged Crowe LLP (Crowe) to partner with the Information Technology (IT) Department and other County stakeholders to develop a refreshed 5-Year Technology Strategic Plan. Crowe’s scope of work is divided into the following four (4) phases:



This assessment report serves as the Phase 2.5 deliverable. At the time of this report, the County and Crowe are actively involved in Phases 2 and 3 activities. Information collected during Phase 2 and Phase 3 will be one of the inputs used to later identify key initiatives and priorities for the Scott County Technology Strategic Plan.

Methodology

Crowe and the County followed a multi-step approach to support the assessment. Please see below for a summary of assessment inputs.

Documentation Review

Crowe reviewed documentation provided by Scott County including but not limited to:

- County and peer community budgets
- Past County and peer community strategic plans
- Current County project listing
- Organizational charts
- Job descriptions
- Listing of IT services provided by the County
- External customer list
- Vendor list
- Help Desk and County website statistics

Peer Research

Crowe conducted high-level research on other peer Midwest counties to glean any observations that may serve as both assessment and strategic plan inputs. The following table provides a high-level overview of

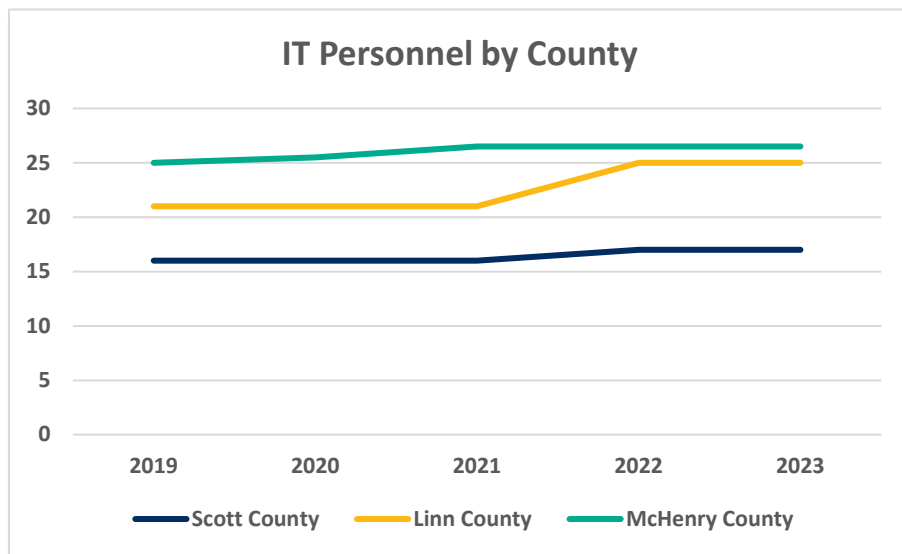
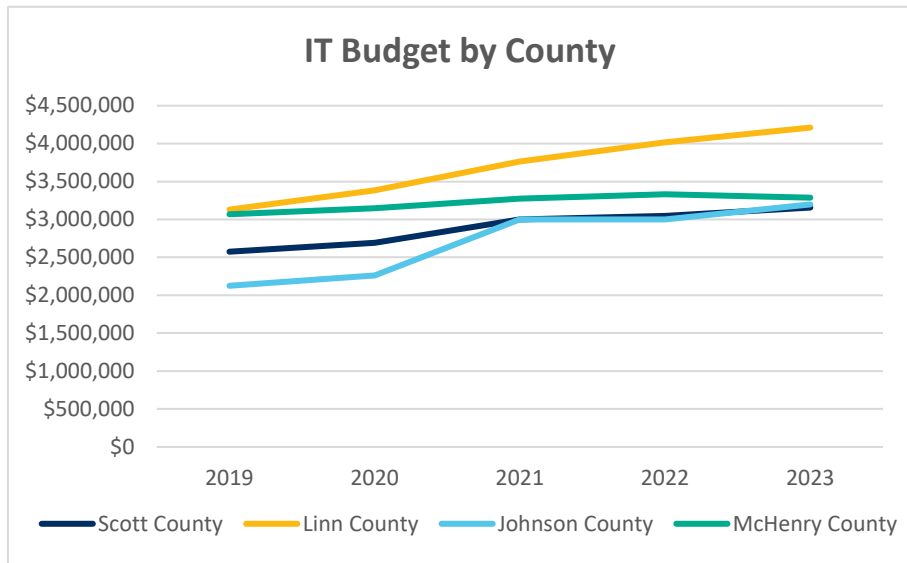
key county peer statistics.

Peer County Profile

Community	Location	Population	2023 IT Budget	2023 Capital Budget	2023 IT FTE
Johnson County	Iowa	154,748	\$3,197,817	\$2,005,133	15
Scott County	Iowa	174,170	\$3,156,529	\$2,030,000	17
Linn County	Iowa	228,939	\$4,211,170	\$4,793,494	25
McHenry County	Illinois	311,122	\$3,286,365	\$4,579,100	26.5

Research Observations

When comparing the IT budgets over a time, Scott County receives roughly the same level of funding as McHenry and Johnson County. Despite having a comparable IT budget, peer communities have at least 5 more IT FTE as compared to Scott County. Both budget and FTE comparisons are noted within the charts below:



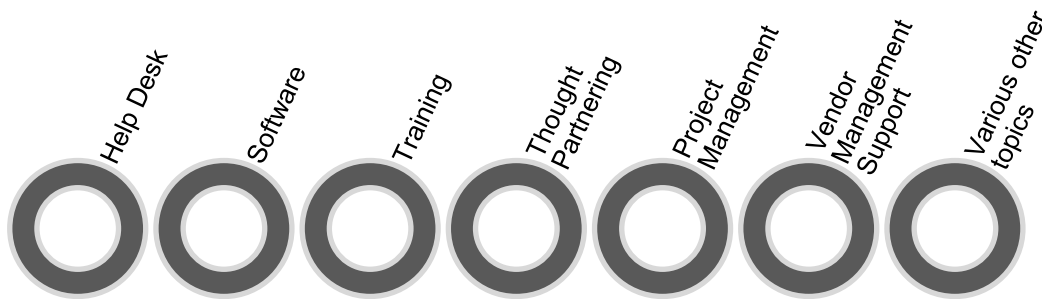
A functional comparison of IT departments highlights the following differences and similarities across peer communities:

1. None of the peer communities have a dedicated cyber staff position.
2. Peer communities have a defined listing of services.
3. Peer communities have a defined listing of customers.
4. Peer communities do not explicitly serve external agencies.
5. Peer communities utilize a 2-tiered Help Desk support approach.

Stakeholder Engagement

As part of Phase 2 activities, Crowe facilitated a series of 20 onsite focus groups with County staff and other relevant external County partners on February 21–24, 2023. Over this four-day period, Crowe met with 26 Departments and more than 150 stakeholders to better understand unique Department or office-level technology needs, future technology goals, experience with IT service provision, and other County-related technology strengths and challenges. Crowe worked with the County in Phase 1 to establish focus group participants – please see Appendix A for the list of invited participants.

In addition to understanding current Departmental needs, Crowe discussed future technological priorities and Departmental goals. Sessions also included discussion on strengths and weaknesses of key technology support areas including:



As part of Phase 3 activities, Crowe also facilitated a half-day visioning session with IT Department leadership and other key stakeholders to deep dive into current technology initiatives and discuss current strengths and areas for improvement. Throughout April-May, the IT Department has continued to work with Crowe to identify strategic technology priorities for the Department.

After the completion of Phase 2 and 3 engagement activities, the team identified a need to temporarily pause strategic planning activities and incorporate a high-level organizational assessment. This included the addition of a working session on June 16th with the IT leadership team, to review and discuss current state environmental issues.

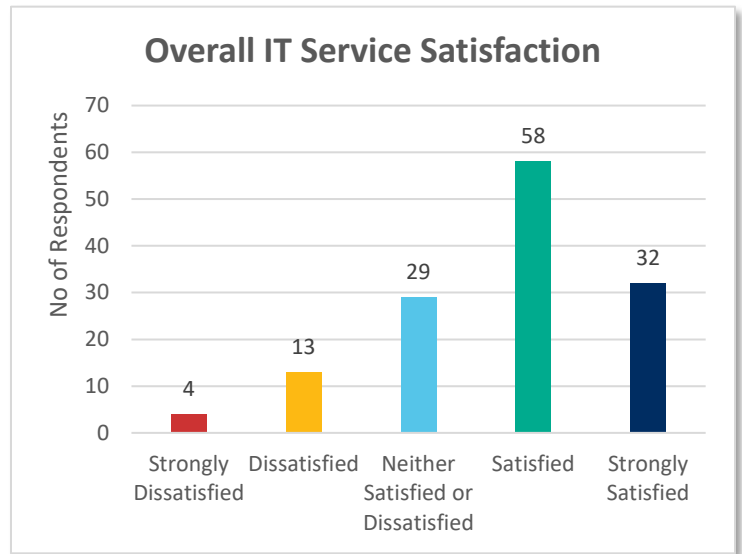
Feedback Surveys

In addition to conducting focus groups, stakeholder engagement activities included administering two feedback surveys – 1) for internal, County staff and external agencies services by County IT, and 2) for external constituents.

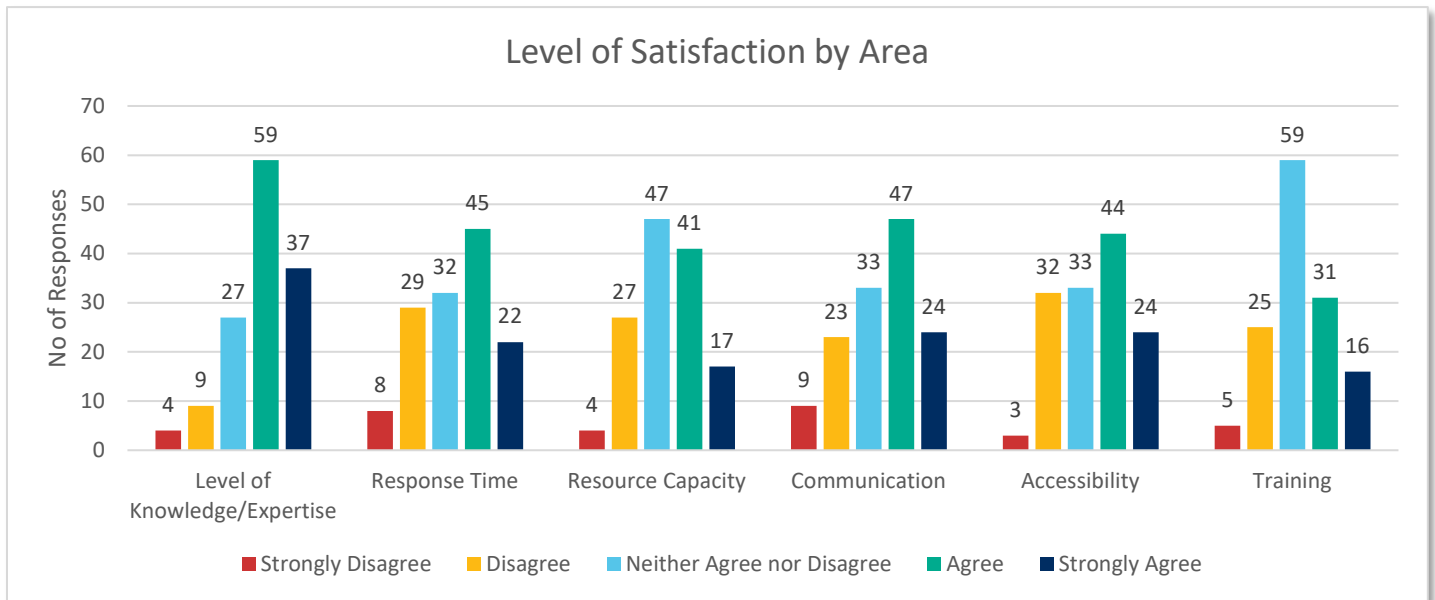
Internal Survey

As part of the County’s commitment to excellence in customer service, the County distributed an online survey to benchmark current satisfaction with the IT service provision to County Staff and identify any potential areas for improvement. The survey did not target a select group of County Staff, allowing all levels and departments to provide feedback on areas of strength with the IT Department while also highlighting future room for growth.

In total, 175 survey responses were received. Of the respondents, roughly 60% were County staff and 20% were part of an external agency supported by Scott County IT. Respondents were asked to report their overall level of satisfaction with IT service provision. In addition to overall IT service satisfaction, respondents were asked to report their level of satisfaction with IT service area.



Areas with the lowest positive satisfaction (Agree and Strongly Agree) were resource capacity and training, followed by accessibility. Respondents were asked to report their interaction frequency for types of IT service and support. Formal or ad hoc training was the least frequented interaction, followed closely by project management and thought partnership.



Highlights of respondent's free form feedback is noted below.

Question Prompt: Please provide an example of when the IT team provided successful support or services for you.

- I can always count on the IT team to assess and quickly diagnosis the problem I am dealing with. I am extremely happy with the services they supply.
- Very quick to respond and accessible. Knowledgeable and if they don't know the answer, they are quick to find the answer. Open to ideas and suggestions.
- Setting us up to scan various documents into OnBase has been incredibly helpful. Also allowing us to move to the Cloud version of our payee software has made this run system run much faster and fewer problems.
- GIS dept provides excellent service and support, but connection speeds relating to infrastructure and access are severely underperforming.
- We have a very good support when planning out large items such as a database upgrade or migration that impacts multiple departments or people.
- Scott County IT successfully integrated our users and applications into their network providing us with superior connectivity speeds and redundancy along with significant cost savings. The IT department has always worked to find us timely and satisfactory solutions for all operationally critical IT needs.

Question prompt: Please provide an example of how the IT team may improve its services or support you and free response.

- Vacancies need to be filled. The existing staff are amazing, but the best of employees cannot handle the sheer volume.
- More helpdesk support personnel.
- In recent years, the IT staff does seem stretched very thin. Response times for less critical issues can be quite long at times.
- I'm thankful for the IT team but it seems like they are just keeping their heads above water which doesn't allow time to strengthen areas (department/program wish list) that could use a little more attention.
- We have issues with the telephone system: unable to return calls to some numbers, and client's leaving voicemail are cut off.
- Since we are a 24-hour operation often times we have to call the Help Desk. Things designated vital to our operations are sometimes met with frustration by the on-call IT team member. A little more understanding that employees who work off hours have needs just like the employees who work 8-4:30 would be greatly appreciated.
- Increased communication of issues and when they are resolved. An opportunity for staff training.
- Increased communication and discussion with top management about county-wide projects. i.e. changing the process of printer and toner changes.
- Communication well ahead of changes being implemented. Provide hands on training vs links to websites, cross training for resource support
- Would appreciate IT staff to support project management, to really understand a department and identify ways technology could support work.
- Dedicated assistance with project management (we might know what we need and have funds to pay for it but need support getting it done); staffing levels; communication (when things change, who does what, etc.).

- It's hard to know what to recommend when so much seems to hinge on staffing shortages, but it seems like is compounded by the fact that everyone is so specialized in their job duties, that it is difficult for just one person to be responsible for any one issue. There either needs to be more cross-training, or possibly the ability to contract with outside services.
- I appreciate all the hard work. I believe more staff can only make this department even better.

External Survey

As part of the County's commitment to excellence in serving its constituents, the County distributed an online survey to members of the public to benchmark current satisfaction with the Scott County website (<https://www.scottcountyiowa.gov/>) and identify technology preferences for County interaction.

The survey targeted members of the public and results pinpoint the key areas of strength and need for constituent service provision and the website, receiving 18 responses.

Respondents indicated a need for the "ability to interact/do business online", with 72% choosing the "Very Important" option. Roughly 65% of participants selected "Desktop PC / Laptop" when asked to identify their device they primarily use to access the site, followed by "Mobile Device" at 35%.

Highlights of respondent's free form feedback is noted below.

Question Prompts: If you could change one thing about our website, what would it be? Are there other features you wish were on the website? Other feedback.

- Election information not always up to date online, especially calendars.
- (Change) home page format.
- (Change) drop downs, there are too many of them. List on main department webpage and be able to click to get to page i need.
- Beacon parcel searching is very well done compared to other counties.
- Have a strong stance with cybersecurity/information security.

Key Observations

The following section summarizes the key assessment observations and organizes by three core theme areas: **People**, **Process** and **Technology**. Observations represent a mix of strength areas of the Scott County IT Department, and areas for improvement.

People

1. IT Staff Accolades

Scott County IT received consistent praise from stakeholders for their capabilities. When asked to rate the overall IT service provision in the internal feedback survey, approximately 66% of County staff reported a rating of satisfied or strongly satisfied. Many respondents offered comments praising the IT department and GIS team for both general and ad hoc support. Some comments specifically called out individuals for their thought partnership and project management abilities. Overall, the feedback survey results skew positive and County staff indicate that the IT staff are knowledgeable, highly competent and recognize the capacity strain on IT resources.

2. Desire for IT Thought Partnership

Multiple stakeholders reported that they have greatly appreciated IT's ability to partner with them to brainstorm new ideas or future technology goals in the past and would welcome more support in this area. Currently, IT leadership and staff are tasked with this role on top of their daily work responsibilities. Due to the workload capacity issues discussed further below, the team may benefit from relieving the leadership team of daily, operational, and transactional-based tasks, and devoting more attention to fostering customer relationships at a more strategic and tactical level.

3. IT Capacity Challenges

The IT Department is currently below staff capacity to effectively manage and provide comprehensive services to its customer base – both County Departmental staff and various external agencies. This is evident in both discussions with stakeholders and with the IT staff.

The last major organizational change was the addition of the GIS team – a direct result of the 2005 Strategic Plan. Since this organizational change, the County has also defined new positions to provide technical support to public safety and cyber security. The overall demand for IT support has grown over the years, heightened during the pandemic and will likely continue to increase as technology needs grow. It is apparent that the team have the technical knowledge, ability, and motivation to provide excellent customer service, but are hindered by their workload to effectively move the organization forward.

Crowe's review of the County's current IT organizational structure and staffing as compared to select peers also underscored potential IT capacity challenges at the County. When compared to counties with similar population and IT budgets, Scott County has fewer full-time IT Department employees (FTEs). McHenry County, Illinois and Linn County, Iowa have populations of comparable size to that of Scott County. Similarly, all three (3) counties have IT Department budgets of mostly comparable size and similar budgetary growth between 2019 and 2023. However, in 2023 McHenry and Linn counties employ 26.5 and 25 FTEs respectively, as compared to the current 17 FTEs in the Scott County IT Department. Since 2019, Scott County has employed at least five (5) fewer FTE IT personnel than these peer counties. Simply put, the team needs more staff.

There are several gap areas that if covered through new positions and/or changes to existing positions, will help to alleviate capacity challenges. Gap areas include:

- Lack of IT governance (both organizational and specific to cybersecurity)
- Lack of customer service focus – knowing the extent of their customers, their needs, service

management demand, etc.

- Lack of dedicated project management roles to oversee technology projects alongside the IT customer base
- Lack of administrative position to support clerical duties relating to accounts receivable, accounts payable, and other general office duties
- Limited Help Desk positions to effectively manage customer demand and a lack Help Desk oversight, i.e., missing managerial function to supervise this services area
- Limited opportunities for cross training and/or staff coverage plans

4. Help Desk Challenges

Currently, there are two Help Desk positions within the IT team and only one position is filled. This staff member is responsible for managing the intake of all Help Desk requests (via phone and formal ticketing system) from all customers (County and external agencies), including responding to and routing requests as needed. Stakeholder feedback acknowledged that the Help Desk is doing their best but due to demand, that support is inconsistent. While urgent support needs are fulfilled in a timely manner and seen as a strength area for IT, additional feedback reported delays in support, lack of follow up communication, limited availability of support outside of typical business hours, and an inability to receive the appropriate technology support if the IT subject matter expert for their application was not available.

As a result, customers may circumvent the help desk and contact another member of the IT team to seek assistance and thereby disrupting their workflow to help mitigate an issue.

The County's system for tracking key performance metrics or indicators (KPIs) is in its infancy, including only the number of open tickets, closed tickets, and length of time to close tickets; and requires more robust metrics to help track its service provision and inform management decisions.

Research indicates that Scott County's peers are utilizing (KPIs) to track activity and manage their help desk functions. These include metrics that track system uptime, system downtime (maintenance and outages), length of time to onboard new users, Help Desk satisfaction surveys, and more. Each KPI has a definition, rationale for monitoring, and unit of measurement for which the KPI is tracking.

5. Unclear Roles and Responsibilities

There may be a lack of transparency or confusion on the roles and responsibilities between IT and the Facility Support Services (FSS) when it comes to tech-related facility needs. One prominent example is ownership over both virtual and physical space preparations for public meetings such as for the Board of Supervisor meetings. Without a dedicated point of contact and/or team to manage this process, set up and troubleshooting may fall on the staff present for the meetings and who may not be equipped for self-sufficiency.

Additionally, there is confusion surrounding who the IT subject matter experts are for Department specific systems, causing differing levels of support.

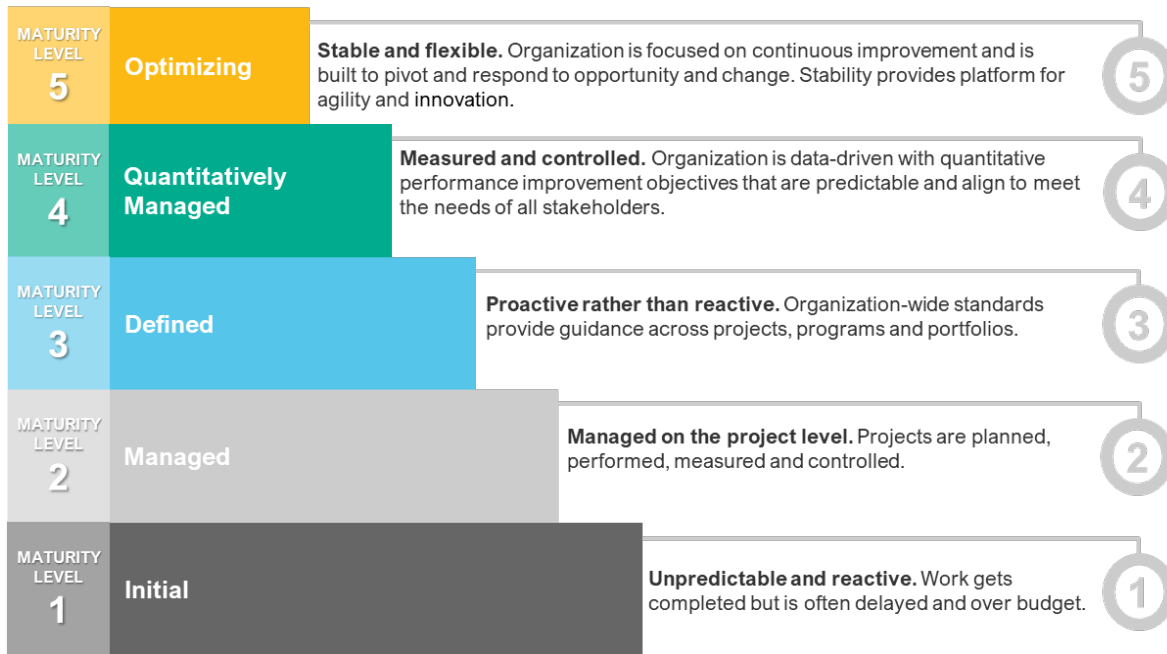
6. Maturity Level Improvement

The IT team recognizes that to increase its level of service provision, it needs to not only address gap areas, but needs to establish an improved service model. This may require utilizing a performance management tool to assess an organization's maturity level or its effectiveness at performing tasks. Commonly referred to as a capability maturity model (CMM), the tool supports a change model designed to continuously improve workforce practices. Additional benefits include positive return on performance improvement investments, more timely delivery and an increased quality of solutions, more rapid response to issues and risks, exceeding customer expectations, and lower employee turnover.

The following diagram illustrates a typical CMM (there are several industry examples). Based on this assessment, the Scott County IT currently sits between Level 1 and Level 2. To achieve a higher level of maturity, the County will need to establish a series of strategic goals aimed at driving transformational

change.

Information Technology Capability Maturity Model



Process

7. Lack of IT Governance

At present, there is limited to no IT governance established for the County. While the IT team provides a centralized service model, the leadership team has little authority to drive countywide technology decisions. Instead of providing proactive service provision, the IT team is challenged daily, with reacting to the areas of greatest need.

Without a structure in place, the IT team is at risk of not achieving goals set forth in the upcoming IT Strategic Plan. The County has made attempts to implement an IT Governance Board in the past, but with limited success. County participants were generally unengaged and/or unmotivated to participate and the board dissolved. This is likely due to the fact the Board did not have any level of authority over a defined framework or process to plan and implement IT initiatives.

To be successful, a board such as this requires stakeholder buy in, leadership sponsorship, and a governance framework that grants the board mutually beneficial authority for implementing the framework across the County.

8. Opportunities to Improve Communication and Change Management

Departments indicated a need for inter- and intradepartmental communication tools as well as improved communication from the IT Department. Communication tools are currently available (e.g., Teams, Jabber) but are not used consistently across the County or in some cases not known to users. Additionally, multiple stakeholders reported challenges related to system updates and rollouts; a lack of communication about upcoming or recent changes has sometimes caused confusion and/ or service interruption.

This is directly linked to the department's project management gap area. A key element of effective project management is establishing and managing a communications plan. There is evidence of IT employing good communication during some project implementations, but communication is not consistent across all IT-related work.

Communication is also vital for rolling out changes across the organization. The IT team is cognizant that the effective communication is an area of improvement and therefore, is likely a focus area for their strategic planning activities.

9. Challenges Supporting External Customer Base

The County currently supports over a dozen external agencies, providing a wide range of services to customers outside of Scott County departments. While some inter-agency agreements have been formalized, there appears to be a lack of a formal process for providing IT service and support to external agencies through both an executed intergovernmental agreement, and an enforced chargeback structure.

Without a formalized and robust contractual agreement, the County is at risk from a operational, legal and a security perspective. The lack of a system in place to manage external customers, combined with existing staffing capacity issues, is adversely impacting IT's ability to provide a high degree of service provision across its entire customer service base. Every hour spent servicing an external entity is one less to support County departments, placing undo strain on both the staff and customers. In addition, IT lacks detailed KPIs to inform leadership on the level of support demand that exists across its customer base. Without support data, it's difficult for IT to determine the appropriate number of support staff to meet the demand.

10. Limited Awareness of Processes and Procedures

Some Departments indicated a lack of awareness of certain procedures at the County, either due to the

lack of procedure or limited awareness. For example, stakeholders expressed that there is not a formal process to engage with IT to start new initiatives or discuss a new system need. Similarly, stakeholders reported mixed compliance with the service ticketing system – some stakeholders use this system while others do not and opt to phone someone in IT.

IT would benefit from developing standard operating procedures for commonly used services such as the Help Desk and creating easy to use tools for disseminating this information. The County has opportunities to leverage existing communication tools to help build awareness for IT-related services and create a central repository for self-service aids.

11. Opportunities to Improve Training and Onboarding

Departments indicated a need for training and onboarding sessions and/or documentation around Department specific systems and tools. In addition, some stakeholders noted that training and onboarding appears limited for some staff including seasonal workers, particularly in key areas of cybersecurity. Multiple stakeholders reported interest in additional training opportunities to learn ways to better use their systems.

This issue is not unique to IT alone, as the County lacks a coordinated process for onboarding across all departments. The issue is similar to observation #5 above, where there is a lack of clarity in ownership, roles and responsibilities between IT and the Human Resources department. There's an opportunity for IT and HR to coordinate on a new onboarding initiative that covers both new full time, part time, seasonal and existing staff to better meet their training needs.

Technology

12. Commitment to Technology Investment

Overall, Scott County demonstrates an ability to appreciate and invest in technology to support its employees and its constituents. Oftentimes, public sector agencies struggle to prioritize technology spending either due to a lack of knowledge or awareness, limited funding, competing priorities on finite resources, or a combination of variables. County leadership and staff alike, understand that harnessing technology enhances their job performance and should be a strength area highlighted in the upcoming strategic plan.

13. Core Technology Challenges

Departments have indicated that technology challenges have impacted their ability to provide service to the public. Challenges include instances of not having enough software licenses for staff, lack of processing power and memory for necessary equipment, and slow system response time. Departments also noted various other core issues including difficulty opening encrypted emails and Outlook calendar functionality limits that result in calendar not updating in a timely manner.

14. Shadow IT

Stakeholder sessions highlighted that some departments have acquired software without consulting with IT in advance, or commonly referred to as shadow IT. The lack of IT governance places IT in a difficult position to implement controls across the County and prevent shadow IT from occurring. The adverse impacts of shadow IT puts the County at risk for several challenges including – adding additional drain on existing staff to support new and unvetted software, software that may not comply with IT's security requirements, duplicative software purchases or software that does not integrate with existing systems, overall inefficient procurement of technology.

Recommendations

Based on the assessment observations noted above, the Crowe team provides recommendations for the County’s consideration as summarized below.

1. Process Modernization Efforts to Support Core County Functions

To enhance efficiency and embrace digital transformation, Crowe recommends the County continue their focus on reducing dependencies on legacy and paper processes and transitioning towards process modernization including supporting more online solutions. There are key, in-progress initiatives that support these efforts in progress today, and other priorities that were identified by stakeholders and the IT Department throughout engagement and input opportunities.

Examples include the following:

- Online bill payment: Stakeholders have expressed interest in implementing County-wide online bill payment to streamline transactions and provide convenience to County customers.
- Cloud-based electronic file storage: The County may consider continued prioritization of the OnBase project to improve the availability and online accessibility of documentation, enabling swift and reliable access to essential information.
- Phone enhancements: Improvements to the County’s phone capabilities will be made to enhance communication channels and provide exceptional customer service.
- Website enhancements: Address accessibility and overall process for departmental updates to manage content expiration and enhance the user experience. A growing trend for public sector agencies is to create a digital citizen experience via interactive websites and mobile apps.

These strategic initiatives are examples of projects that will drive progress, modernize County operations, and foster an environment of technological advancement to deliver services 24/7, as constituents expect. They also drive down service delivery costs over time. Key variables that will drive successful process modernization, includes facilitating a thorough implementation plan including a communications plan.

2. Re-evaluate and Re-assess IT Department Structure and Staffing Levels

Due to the capacity challenges, the IT team is experiencing a workload imbalance across roles. Staff focus much of their time on day-to-day transactional workload and/or managing daily urgent needs, leaving limited time on strategic and tactical bodies of work. The following diagram summarizes the ideal delineation of business responsibilities in a functional (or hierarchical) organizational structure similar to IT:

Functional (Hierarchical) Model of Business Responsibilities:



IT may want to conduct a deeper dive assessment to re-evaluate the current IT department structure to determine the best future state model. This entails reviewing all current positions, roles and responsibilities and assess if changes are necessary to better meet business needs. The business need is primarily driven by the IT customer base. Addressing the evolution of the IT team is a viable strategic initiative to build out in the strategic plan.

This process may begin with initially building roles dedicated to key functional gap areas. This may result in changes in existing roles or the creation of new roles (and potentially additional full-time positions), including the following:

- Prioritize filling vacant positions
- Establish a project management office (PMO), with dedicated project management roles and a business analysis role
- Establish an Office Administration position to support typical administrative and clerical duties.
- Re-allocate network security administration duties, potentially through creating an additional position, to rebalance workload and elevate the dedicated security role
- Expand Help Desk capacity (see #6 below for further details)
- Create an oversight role to manage the Help Desk process (e.g., supervisor or managerial level)
- To support the change process, conduct a compensation analysis that aligns to roles and any proposed changes to positions. This will also support staff recruitment, staff retention, and alleviate salary compression

3. Formalize IT Support for External Agencies

The County currently does not have a definitive listing of external IT customers or IT services being provided. Some external agencies have formalized contractual fees and services with the County, whereas other agencies do not. The demand for external IT customer support is expected to increase with the merger of EMS with the County, as well as other smaller municipalities and city's looking to contract parts of their IT functions.

Based on increased demand and strategic planning implications, it is recommended that the County do a full review of all external agencies relationships and execute IGAs or contracts that formally establish the working relationship moving forward. IGAs or contracts will allow the County to execute the following:

- Set and manage expectations with its external client base,
- Develop an appropriate chargeback structure per client agency based on the service level, and
- Establish governance to help manage the demand on the IT staff.

From a relationship management perspective, the County may also want to consider identifying a dedicated point of contact(s) with external customer agencies. Identifying and determining a definitive list of all IT customers, internal to the County and external, as well as the services provided will be a key input for identifying strategic initiatives that support service management.

4. Improve Communication Processes and Tools

Successful execution of IT initiatives requires strong collaboration and open communication across departments and teams. Regular and predictable process updates, feedback sessions, and well-established mechanisms for sharing information, will support the County's goals to ensure transparency, support successful service provisions, and ensure alignment of priorities.

Specifically, the County may consider assessing all in-use tools to determine whether there is overlap or redundancy in capabilities. For example, stakeholder sessions uncovered that some County staff may use Microsoft Teams or Jabber, may have access to both programs, or were not aware if they had access to

either.

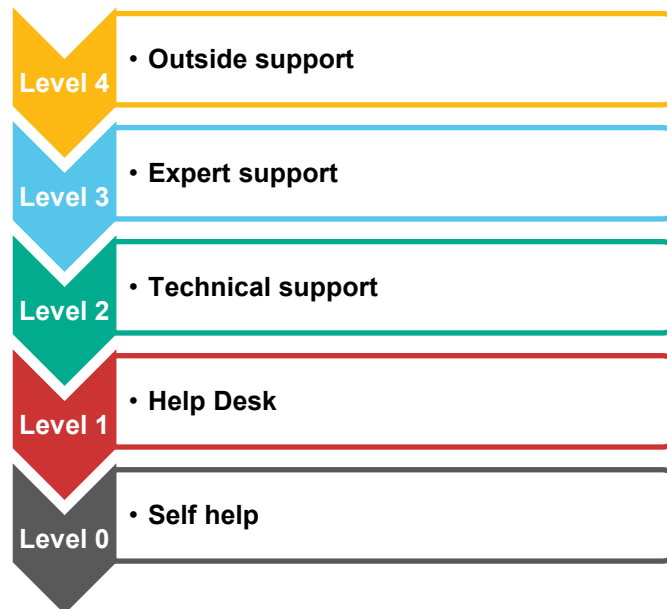
Separately, we recommend that the County establish a communications plan and update clear protocols for communication around technology rollouts or other updates that will impact County users. For example, the County may consider implementation any or all the following best practice communication elements:

- **Initial Announcement:** The County can send an initial announcement email to the entire team, detailing the purpose and objectives of the system update. This email will provide a broad overview of the changes and their anticipated benefits. This announcement should be sent with advance notice.
- **Weekly Updates:** Following the initial announcement, the County will provide weekly updates to keep everyone informed about the progress of the system update. These updates could be shared via email or on the intranet site, and will highlight any significant developments, milestones, or adjustments made during the implementation process.
- **Q&A Sessions:** To address any questions or concerns that may arise, the County will schedule interactive Q&A sessions. These sessions will allow team members to seek clarification or request additional information about the system update. We encourage everyone to actively participate and engage in these sessions, as they will contribute to a smoother transition.
- **Final Communication:** Once the system update is successfully implemented, the County can send a final communication to inform users of the completion and any outstanding tasks or actions required on their part. This message can also reiterate the benefits of the new system and express the County’s appreciation for everyone’s cooperation throughout the process.

5. Establish Help Desk Structure & Build Capacity

To mitigate issues impacting the current Help Desk, the County may look to implement a tiered Help Desk model to provide more comprehensive IT support. A tiered approach provides a standard and formalized process for addressing support requests.

The following diagram outlines a typical tiered support structure:



As part of a tiered Help Desk structure, the County should expand and enhance its current Level 0 or self-service options to achieve quick results for alleviating Help Desk capacity issues by reducing support demand. Level 0 tier options may include support through implementing a chatbot, self-service portal, self-help knowledge repository, and user discussion boards or forums through an existing communications platform such as Teams.

Establishing effective Level 0 support is a journey as customers have varying levels of technical proficiency. One way to support end users is to develop easy-to-follow training manuals or how-to guides, especially for how to navigate Help Desk support and for the top trends in troubleshooting that may be universal with customers or targeted to specific departments.

Another option to immediately address support demand and augment staff capacity is to temporarily outsource a portion of support through contractors (e.g., independent, on-demand, or through vendor service agreements). An example might be to provide coverage for outside of normal business hours or out of office coverage.

6. Advance Maturity Level via IT Service Management Model

Building off all recommendations highlighted above, the Scott County IT team should consider adopting an IT Service Management Model (ITSM) to advance its level of maturity. The ITSM model is a system for delivering end-to-end service management with a customer-centric focus. There are various popular approaches to ITSM, including ITIL and DevOps. ITIL focuses on aligning service practices with business needs and establishes practice standards, while DevOps focuses on delivering service through agile and lean practices such as continuous improvement. Both approaches are not mutually exclusive and implementing an ITSM model boasts several benefits including enhanced collaboration, business process improvements, and an overall increase in the quality-of-service provision.

Next Steps

The following section details proposed next steps based on the key observations and recommendations of the assessment.

Establish Priorities

- As part of upcoming strategic plan activities, Crowe and Scott County will continue to prioritize areas of improvement based on their impact to strategic objectives, risk levels, and urgency.
- This assessment lists observations and associated recommendations in prior sections; however, like all organizations Scott County has limited resources and will need to determine which assessment areas are most important to the County.

Finalize Strategic Plan

- Observations from this assessment will directly tie to proposed initiatives in the Strategic Plan. The goal of the assessment was in part to uncover areas of focus for the strategic plan.
- Crowe will work with the County to understand priority areas of improvement from the current stat assessment.
- As of the time of this report, the County and Crowe are on track to complete a first draft of the Strategic Plan by end of July 2023, with a goal of finalizing the plan document by the end of August 2023.

Develop Supporting Implementation Plan(s)

- Should Scott County choose to act on any recommendations listed above, the County should develop a detailed action plan for each identified area of improvement.
- Plans can continue specific goals, strategic initiatives, timelines, and other implementation level concerns. The objective is to provide a clear roadmap for implementation of strategic plan items.
- Typically, implementation considerations are not fully addressed in a strategic plan and would live outside of the County's publicly facing Strategic Plan documentation.

Appendix A: Stakeholder Meeting Schedule Log

Please see below for the listing of Departments and individuals who were invited to participate in the Scott County stakeholder focus group sessions.

Focus Group #	Date	Department	Attendee Name	Job Title
1	Tuesday, February 21, 2023	Planning and Development	Chris Mathias	Planning & Development Director
		Planning and Development	Alan Silas	Planning & Development Specialist
		County Assessor	Tom McManus	Assessor
		County Assessor	John Kelly	Deputy Assessor
		County Assessor	Beth Haney	Office Manager
2	Tuesday, February 21, 2023	Conservation	Roger Kean	Conservation Director
		Conservation	Nathan Unsworth	Deputy Director
		Conservation	Amber Sullivan	Senior Administrative Assistant
		Conservation	Josh Bowlin	Golf Pro Manager
		Conservation	JB Graham	Park Manger
		Conservation	Dave Ong	Park Manager
		Conservation	Dave Murcia	Naturalist Program Manager
		Conservation	Ben Leture	Golf Maintenance Technician
		Conservation	Susan Laures	Pioneer Village Site Coordinator
3	Tuesday, February 21, 2023	Secondary Roads	Angie Kersten	County Engineer
		Secondary Roads	Elliot Pennock	Assistant County Engineer
		Secondary Roads	Tara Youngers	Senior Administrative Assistant
		Secondary Roads	Lisa Mullen	Senior Office Assistant
		Secondary Roads	Lance Bell	Secondary Roads Superintendent
		Secondary Roads	Wayne Ryckaert	Mechanic Supervisor
4	Tuesday, February 21, 2023	Treasurer's Office	Tony Knobbe	Treasurer
		Treasurer's Office	Barb Vance	Operations Manager - Treasurer
		Treasurer's Office	Tracy Carson	Motor Vehicle Supervisor

Focus Group #	Date	Department	Attendee Name	Job Title
		Treasurer's Office	Mary Jane Holmlund	County General Store Manager
		Treasurer's Office	Ann Wegner	Tax Accounting Specialist
		Treasurer's Office	Megan Petersen	Finance Manager
5	Tuesday, February 21, 2023	EMA (Emergency Management Agency)	Brian Payne	Emergency Management Deputy Coordinator
		EMA (Emergency Management Agency)	Jim Hawkes	Emergency Management Planning Specialist
		EMA (Emergency Management Agency)	Molly McKee	Emergency Management Support Specialist
		SECC / EMA	Dave Donovan	SECC/EMA Director
		SECC (Scott Emergency Communications Center)	Tracey Sanders	Deputy SECC Director
		SECC (Scott Emergency Communications Center)	Todd Malone	Quality Assurance Specialist
		SECC (Scott Emergency Communications Center)	Michelle Campbell	Technology Systems Specialist - SECC
		SECC (Scott Emergency Communications Center)	Stacey Bollinger	Technology Systems Specialist - SECC
		SECC (Scott Emergency Communications Center)	Courtney Pershall	Training Specialist
6	Wednesday, February 22, 2023	Auditor's Office	Kerri Tompkins	Auditor
		Auditor's Office	Wes Rostenbach	Accounting & Business Manager
		Auditor's Office	Pete Kurylo	Tax Manager
		Auditor's Office	James Martin	Elections Manager
		Auditor's Office	Angie Calvert	Finance Generalist
		Auditor's Office	Bryan Nash	Elections Specialist
		Recorder's Office	Rita Vargas	Recorder
		Recorder's Office	Katie Glenn	Deputy Recorder
		Recorder's Office	Sara Skelton	Office Administrator
7	Wednesday, February 22, 2023	Community Services	Lori Elam	Mental Health Region CEO
		Community Services	Cheri Sexton	Senior Administrative Assistant
		Community Services	Wade Stierwalt	Case Aide Supervisor/Coord Disability Services

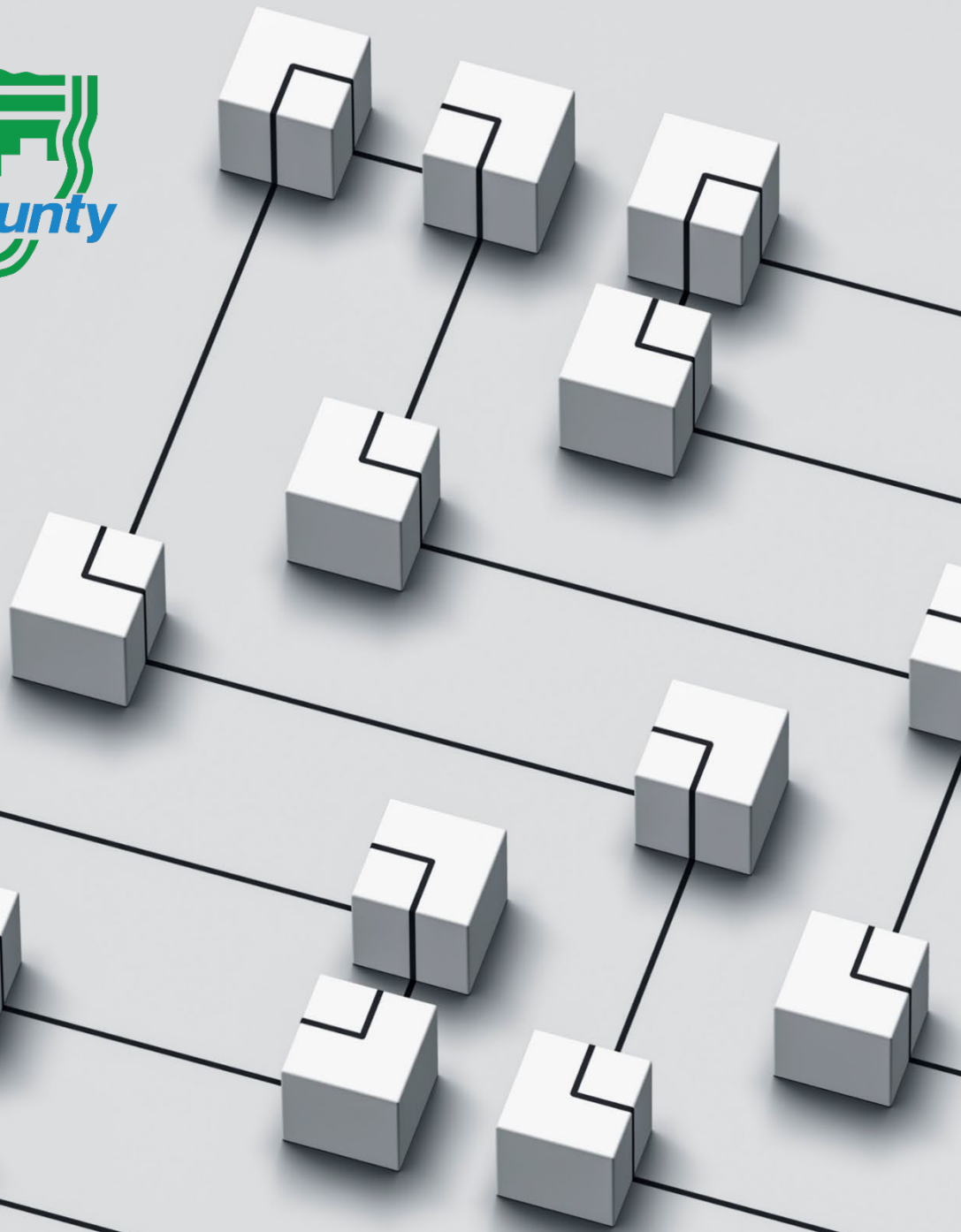
Focus Group #	Date	Department	Attendee Name	Job Title
		Community Services	John Rushton	Coordinator of Disability Svcs
		Community Services	Ben Enlow	VA Director/Case Aide
		YJRC (Youth Justice and Rehabilitation Center)	Jeremy Kaiser	Director
		YJRC (Youth Justice and Rehabilitation Center)	Keith Sutton	Shift Supervisor
		YJRC (Youth Justice and Rehabilitation Center)	Neika Harms	Shift Supervisor
		YJRC (Youth Justice and Rehabilitation Center)	Pat Jones	Shift Supervisor
8	Wednesday, February 22, 2023	Health Department	Amy Thoreson	Health Director
		Health Department	Brooke Barnes	Deputy Health Director
		Health Department	Lori Steiner	Clinical Services Manager
		Health Department	Tiffany Peterson	Community Health Manager
		Health Department	Briana Boswell	Family Health Manager
		Health Department	Lashon Moore	Clinical Services Specialist
		Health Department	Andy Swartz	Environmental Health Manager
		Health Department	Leslie Ronnebeck	Correctional Health Manager
9	Wednesday, February 22, 2023	Board of Supervisors	Maresh Sharma	County Administrator
		Board of Supervisors	Ken Beck	Supervisor, Chair
		Board of Supervisors	John Maxwell	Supervisor, Vice Chair
		Board of Supervisors	Jean Dickson	Supervisor
		Board of Supervisors	Ross Paustian	Supervisor
		Board of Supervisors	Rita Rawson	Supervisor
10	Wednesday, February 22, 2023	HR	Vanessa Wierman	HR Director
		HR	Andrea Ahmann	HR Generalist
		Administration	Maresh Sharma	County Administrator
		Administration	David Farmer	Budget & Admin Services Director

Focus Group #	Date	Department	Attendee Name	Job Title
		Administration	Amanda Orr	ERP & Budget Analyst
		FSS (Facility and Support Services)	Tammy Speidel	Facility & Support Services Director
		FSS (Facility and Support Services)	Chris Still	Facility Maintenance Manager
		FSS (Facility and Support Services)	Daniel Mora	Custodial Supervisor
11	Wednesday, February 22, 2023	Health Department	Anna Copp	Community Tobacco Consultant
		Health Department	Katie DeLaRosa	Disease Intervention Specialist
		Health Department	Jack Hoskins	Environmental Health Specialist
		Health Department	Brenda Schwarz	Senior Administrative Assistant
		Community Services	Dan Kogut	Senior Office Assistant
		Community Services	Beth Stoffers	Senior Office Assistant
		Community Services	Jennifer Ybarra	Office Assistant
		YJRC (Youth Justice and Rehabilitation Center)	Steve Harris	Youth Counselor
YJRC (Youth Justice and Rehabilitation Center)	Sabri Goxhufi	Youth Counselor		
12	Thursday, February 23, 2023	Secondary Roads	Heather Whittaker	Parts and Inventory Clerk
		Secondary Roads	Brian Burkholder	Roadside Vegetation Specialist
		Secondary Roads	Keaton Hollenback	Engineering Technician
		Conservation	Mary Wells	Administrative Assistant
		Conservation	Josh Sabin	Park Ranger
		Conservation	Tim Hobkirk	Park Maintenance Crew Leader
		FSS (Facility and Support Services)	Samantha Norris	Office Assistant
		FSS (Facility and Support Services)	Darcy Bohling	Office Assistant
		FSS (Facility and Support Services)	Daniel Reed	Electronic Systems Technician
FSS (Facility and Support Services)	Brandon Kelsey	Facility Maintenance Worker		
13	Thursday, February 23,	County Assessor	Beth Elmore	Clerk
		County Assessor	Nekoda Rowell	Appraiser

Focus Group #	Date	Department	Attendee Name	Job Title
	2023	County Assessor	Amber Bentley	Clerk
		County Assessor	Josie Havercamp	Appraiser
		Auditor's Office	Kelly Lutz	Platroom Specialist
		Auditor's Office	Anna Speidel	Senior Elections Clerk
		Recorder's Office	Patricia Hinners	Multi Services Clerk
		Recorder's Office	Leslie Lopez	Vitals Records Specialist
		Planning and Development	Ann Martin	Building Inspector
		Planning and Development	Caitie Leighton	Senior Office Assistant
		Administration	Renee Luze-Johnson	Purchasing Specialist
		Administration	Debbie Dierkes	Executive Assistant
14	Thursday, February 23, 2023	DHS (State of Iowa Department of Human Services)	Nicole Uthoff	Income Maintenance Administrator
		DHS (State of Iowa Department of Human Services)	Tiffany Chapman	HHS IT
		City of Davenport Assessor	Nick VanCamp	Assessor
		City of Davenport Assessor	Katrina Loving	Chief Deputy Assessor
		City of Davenport Assessor	Marti Bugh	Office Manager
		Waste Commission of Scott County	Kathy Morris	Director
		Waste Commission of Scott County	Bobbi Draheim	Administrative Services Coordinator
		Bi-State Regional Commission	Denise Bulat	Executive Director
		State of Iowa 7th Judicial Branch (Courts)	Dave Tristan	Assistant District Court Administrator
		State of Iowa 7th Judicial Branch (Courts)	Denny McCallum	Judicial Specialist IV Courtroom Technology Specialist
State of Iowa 7th Judicial Branch (Courts)	Andrea Bernard	Scott County Clerk of Court		
15	Thursday, February 23, 2023	IT	Jake Altenhofen	Network Systems Administrator
		IT	Steve Jones	Network Systems Administrator
		IT	Jeff Ward	Network Systems Administrator

Focus Group #	Date	Department	Attendee Name	Job Title
		IT	Darrell Inskeep	GIS Analyst
		IT	Mitch Tollerud	Webmaster
		IT	Justin Reaves	Desktop Support Technician
		IT	Matt Wrage	Information Security Analyst
		IT	Carolyn Smith	Programmer/Analyst
		IT	Jeremy King	Network Systems Administrator - Public Safety
		IT	Stephanie Macuga	Senior Programmer/Analyst
16	Thursday, February 23, 2023	County Attorney's Office	Kelly Cunningham	County Attorney
		County Attorney's Office	Steve Berger	First Assistant Attorney
		County Attorney's Office	Kathy Walsh	Office Administrator
		County Attorney's Office	Nick Claussen	Digital Evidence Specialist
17	Thursday, February 23, 2023	Sheriff's Office	Tim Lane	Sheriff
		Sheriff's Office	Shawn Roth	Chief Deputy
		Sheriff's Office	Bryce Schmidt	Chief Deputy
		Sheriff's Office	Pam Brown	Office Administrator
		Sheriff's Office	Amy Ong	Administrative Assistant
		Sheriff's Office	Stefanie Bush	Asst Jail Administrator
		Sheriff's Office	Jon Ronnebeck	Corrections Lieutenant
		Sheriff's Office	Joe Caffery	Captain
		Sheriff's Office	Tom Leonard	Lieutenant - Sheriff
		Sheriff's Office	Tom Gibbs	Lieutenant - Sheriff
		Sheriff's Office	Dan Furlong	Lieutenant - Sheriff
		Sheriff's Office	Sean Thompson	Lieutenant - Sheriff
18	Friday, February 24, 2023	Medic EMS	Linda Frederiksen	Director
		Medic EMS	Paul Andorf	unofficial title - Paramedic / lead IT liaison
	Friday, February	Sheriff's Office	Ethan Roling	Detective

Focus Group #	Date	Department	Attendee Name	Job Title
19	24, 2023	Sheriff's Office	Dan Grafton	Deputy Sheriff
		County Attorney's Office	Caleb Copley	Senior Assistant Attorney
		County Attorney's Office	Nathan Repp	Senior Assistant Attorney
		County Attorney's Office	Ashley Jahns	Paralegal
		County Attorney's Office	Lori Thompson	Paralegal
20	Friday, February 24, 2023	IT	Matt Hirst	Information Technology Director
		IT	John Heim	Programmer/Analyst Manager
		IT	Sam Samara	Network Infrastructure Manager
		IT	Ray Weiser	GIS Manager



Scott County, Iowa Technology Strategic Plan

2023 – 2028 | December 2023

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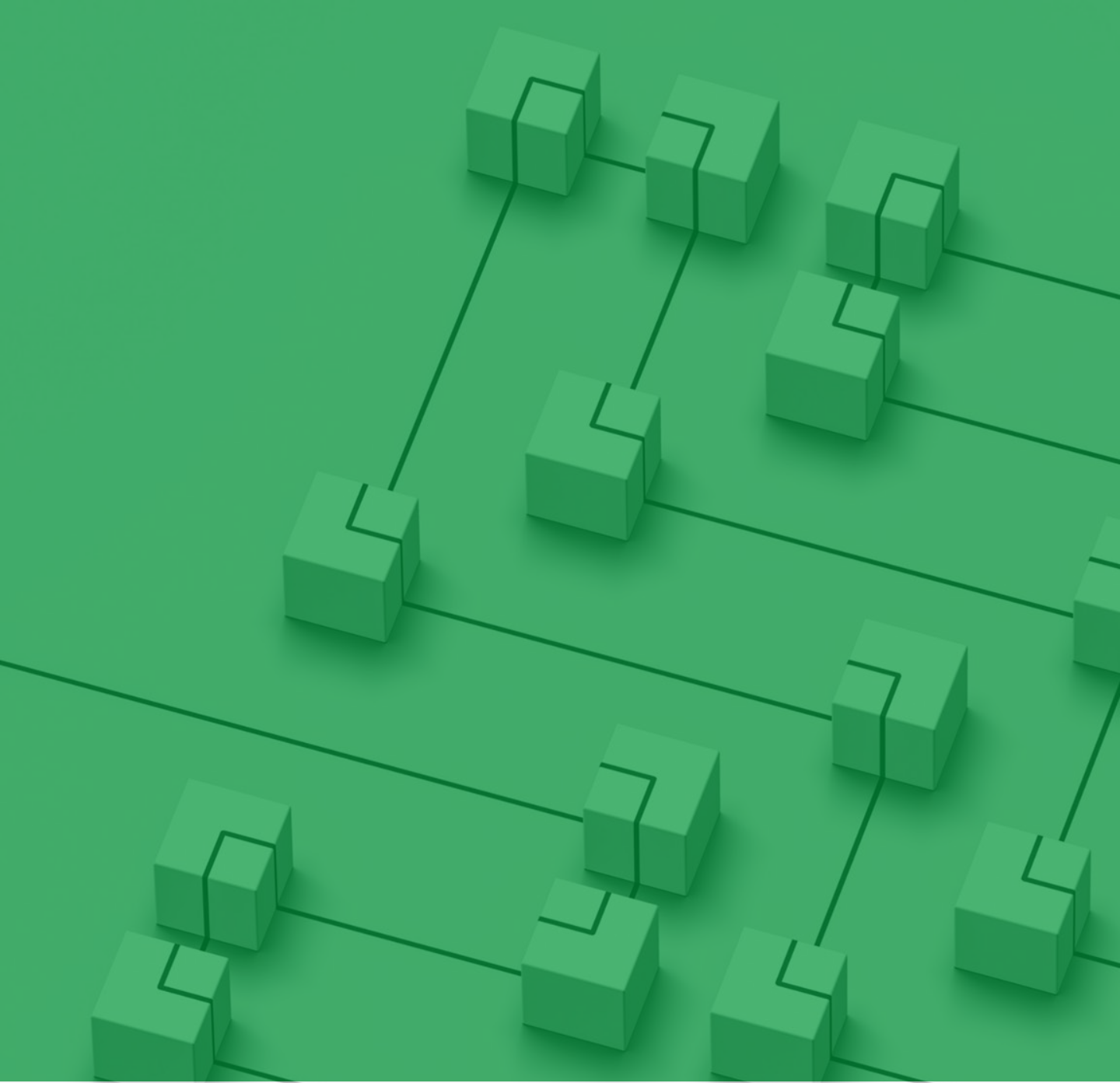
Strategic Initiatives

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Implementation Roadmap

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Appendix



01

Introduction



In 2023, the Scott County of Iowa, ('the County' or 'IT') embarked on an important mission: to outline the future of technology investment and service provision in our community. This collaborative strategic planning effort involved over 150 County stakeholders and included participation from all County departments, information technology personnel, members of the Crowe LLP Public Sector Consulting team ('Crowe'), and the public.

This effort resulted in this **Technology Strategic Plan**. The Plan outlines the County's in-progress and future technology priorities over the next five years, in addition to outlining the County's planned actions to advance its strategy leveraging technology and advancing its capability maturity through an IT Service Management Model. This Technology Strategic Plan also provides a snapshot of the County's recent accomplishments and demonstrates where the County will continue to build on past success.

Like all strategic planning efforts at the County, this Technology Strategic Plan is aligned with Scott County's philosophy and core value for government service: P.R.I.D.E as illustrated below. We believe this planning effort and resulting Technology Strategic Plan advances these values and will continue to drive innovation in our community.

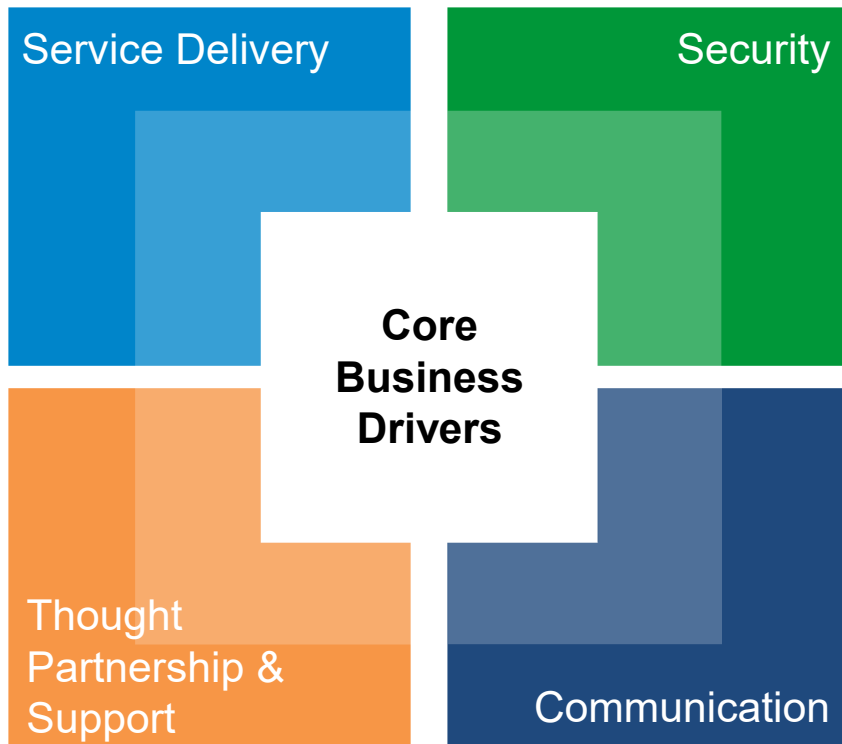
Thank you for your support as we work together to advance the initiatives and strategic vision outlined in the subsequent pages and continue to invest in the future of Scott County.

Scott County Government Core Values – We serve Citizens with:

- P** Professionalism – Doing it Right
- R** Responsiveness – Doing it Now
- I** Involvement – Doing it Together
- D** Dedication – Doing it with Commitment
- E** Excellence – Doing it Well

Mission & Business Drivers

Mission: *To provide dependable, effective, efficient, and secure technology to Countywide partners. Our team will establish valuable relationships with stakeholders to identify, implement, and maintain innovative technology solutions to address business process needs.*



- **Service Delivery:** Support and sustain a high-level of service delivery, including continuous improvements to systems and software for County partners.
- **Security:** Maintain a highly secure County technology environment.
- **Communication:** Provide effective, clear communication to County partners throughout the lifecycle of service delivery.
- **Thought Partnership and Support:** Foster cooperation and collaboration with County partners to understand and support current and future technology needs.



The County's strategic planning journey followed a multi-step approach as outlined below.

ENGAGE

Engage stakeholders through focus groups, feedback surveys, and visioning sessions.



ASSESS

Assess current state to understand both strength areas and areas for improvement; obtain peer and industry insights.



IDEATE

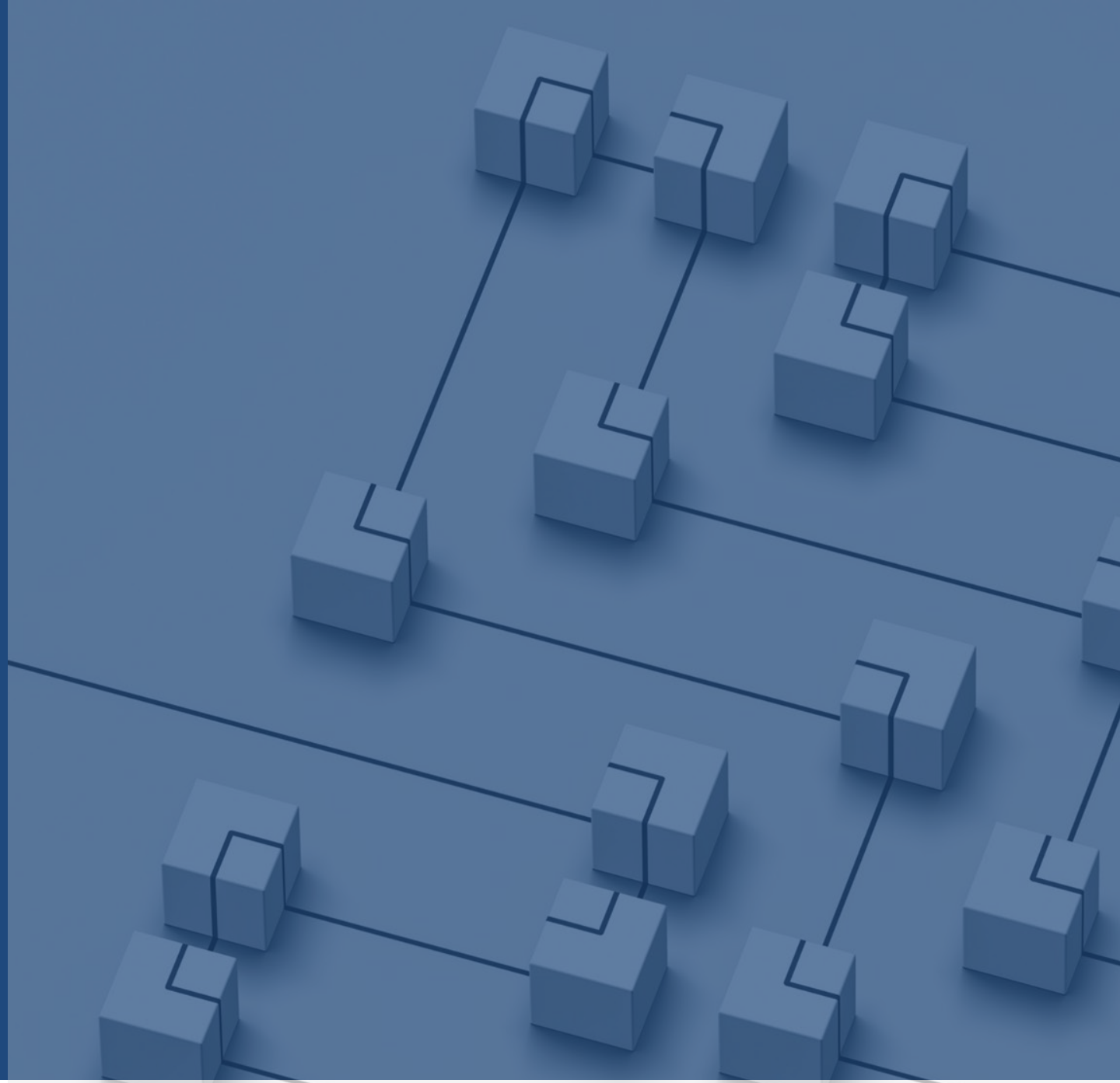
Identify key themes for exploration, key initiatives, and establish strategic priorities.



DEVELOP

The culmination of planning activities – create the final strategic plan document.





02

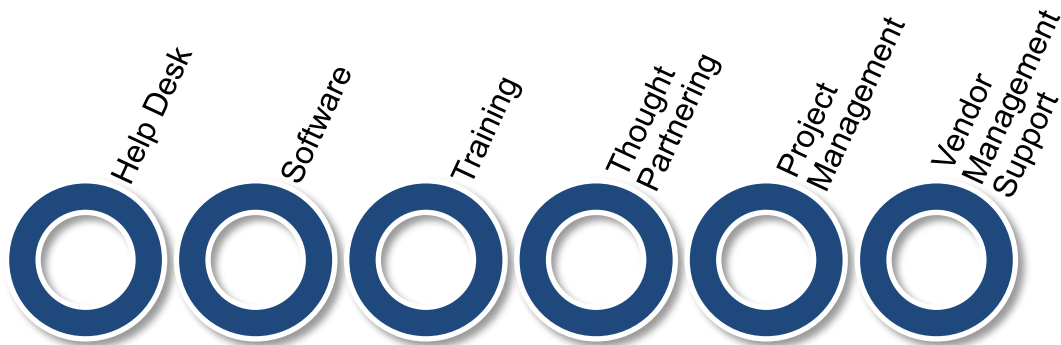
Engagement & Assessment

Stakeholder Engagement



Intentional, collaborative stakeholder involvement was a critical component of developing this Technology Strategic Plan. Over the course of this planning effort, there were more than 20 focus group sessions with County staff and other relevant external County partners across 26 Departments and Offices. These sessions included more than 150 stakeholders to better understand unique Department or Office-level technology needs, future technology goals, experience with IT service provision, and other County-related technology strengths and challenges.

In addition to understanding current needs for both Departments and Offices, participants were encouraged to share future technological priorities and goals. Sessions also included discussion on strengths and weaknesses of key technology support areas including:



IT Department leadership also participated in subsequent deep-dive, focus group sessions to discuss current technology initiatives and future strategic technology priorities for the Department.

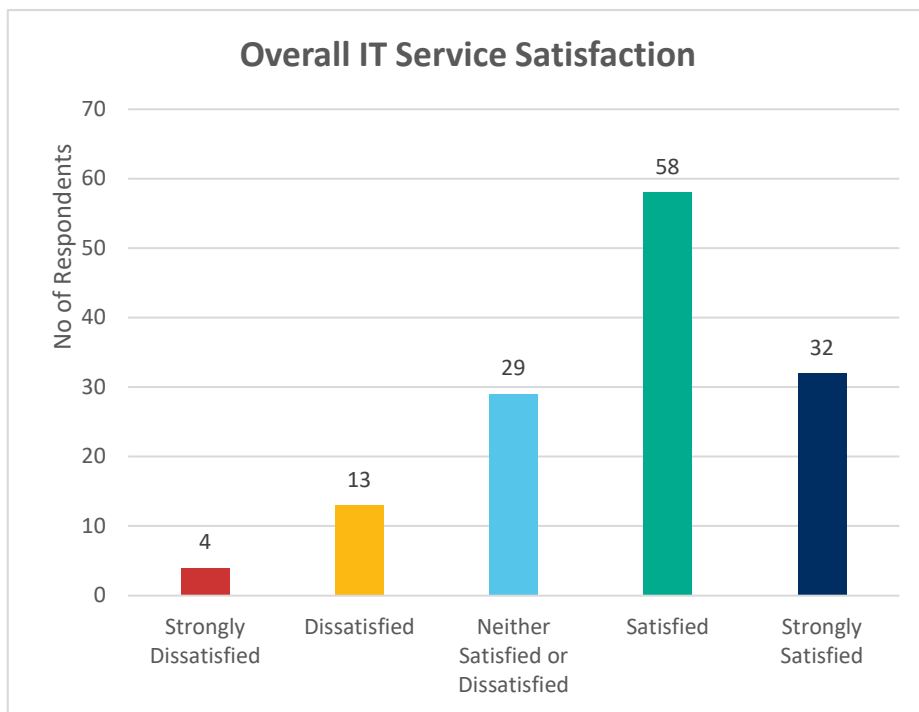
Stakeholder Engagement



As part of the County’s commitment to excellence in customer service and this strategic planning effort, the County distributed an online survey to benchmark current satisfaction with the IT service provision to County Staff and identify any potential areas for improvement. The survey did not target a select group of County Staff, allowing all levels and departments to provide feedback on areas of strength with the IT Department while also highlighting future room for growth. The County received 175 survey responses.

In the survey, respondents were asked to report their overall level of satisfaction with IT service provision and their level of satisfaction with specific IT service areas. Approximately 66% of County staff reported a rating of Satisfied or Strongly Satisfied with the County’s IT service provisions.

Specific areas with the highest satisfaction level were knowledge / expertise and communication (i.e., strengths), while specific areas with the lowest satisfaction level (i.e., areas for improvement) were resource capacity, training, and staff accessibility.



Current State Assessment



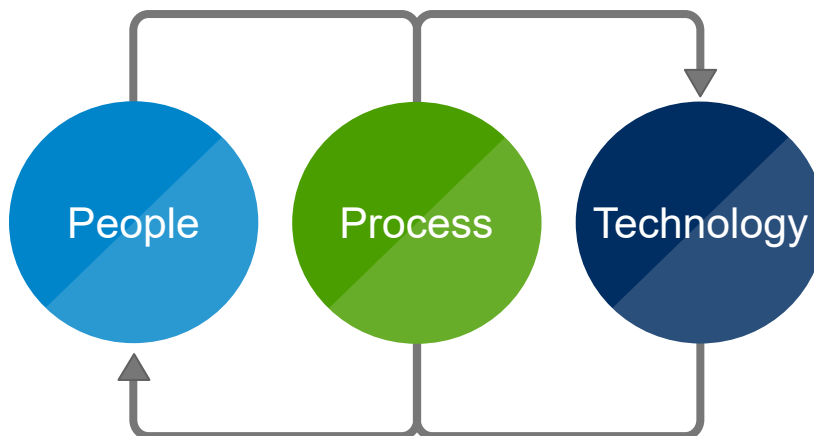
As part of this strategic planning effort, and to build upon stakeholder engagement feedback, the Crowe team conducted a technology assessment, including a cybersecurity assessment and an assessment of the County's current state of the IT Department function as a mechanism to benchmark present-day technology operations and strategy at the County.

Assessment activities included extensive review of existing County documentation, peer research and comparative analysis, and interviews with key County stakeholders.

The cybersecurity domains assessed include the following:

- Information Security Governance
- Third Party Management
- Data Protection
- Employee Management
- Logical Security
- Physical Security
- Threat and Vulnerability Management
- Secure Change Management
- Secure Configuration Management
- IT Operations
- Business Continuity Management
- Secure Development
- Logging and Monitoring
- Compliance

The assessment resulted in a series of observations and recommendations that are categorized in three core theme areas: **People**, **Process** and **Technology**.



Select assessment observations are included within this plan and represent a mix of strength areas and focus areas for improvement. This plan seeks to address and build upon the current state observations through its strategic initiatives.

Current State Assessment



People

Key assessment observation areas relating to People include:

- Knowledgeable and competent IT resources
- Desire for increased thought partnership
- Capacity challenges
- Help desk challenges
- Unclear roles and responsibilities, lack of appropriate security authority
- Service level maturity level improvement needs

County stakeholders are generally satisfied with the overall IT service provision and appreciate the IT team's ability to be a valued thought partner. However, the IT team is below staff capacity to effectively manage and provide comprehensive services to its customer base. This is compounded by a continued increase in demand for IT support.

The IT Department recognizes that to increase its level of service provision, the County will seek to increase staffing, address gap areas, and establish an improved service model. This may require utilizing a performance management tool to assess an organization's maturity level or its effectiveness at performing tasks.

Process

Key assessment observation areas relating to Process include:

- Lack of governance
- Opportunities to improve communication and change management
- External customer support challenges
- Limited awareness of processes and procedures, and process circumvention
- Limited policies to define standards and enforce controls
- Training and onboarding needs

The current state assessment highlighted certain opportunities for improvement, including improved IT governance, proactive planning and communication related to system updates and rollouts, and opportunities for additional training, onboarding sessions, and/or documentation around Department or Office-specific systems and tools.

Current State Assessment



(Process, continued from previous page)

To enhance efficiency and embrace digital transformation, the County looks forward to continued reductions of dependencies on legacy and paper processes and transitioning towards process modernization including supporting more online solutions.

Technology

Key assessment observation areas relating to Technology include:

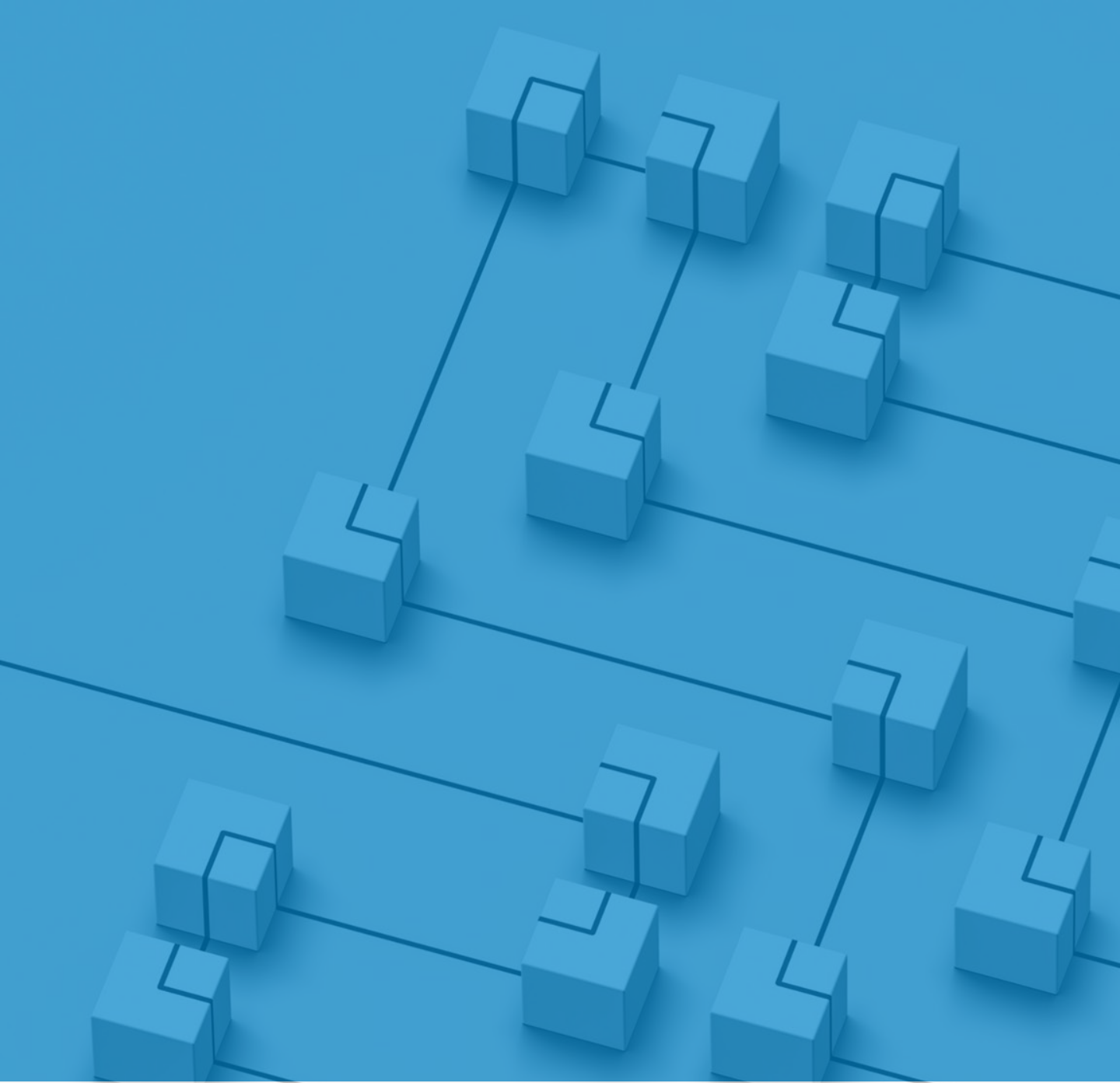
- A commitment to investing in technology
- Challenges with core technology
- Underutilized technology solutions
- Presence of shadow IT or the independent acquisition of technology without a coordinated approach with the IT team

Stakeholder feedback highlights Scott County's ability to appreciate and invest in technology to support its employees and its constituents. County leadership and staff understand that harnessing technology enhances their job performance. Yet technology challenges add strain on both people and processes and put the County at risk of non-compliance and lower return on investment due to inefficient procurement of technology.

Recommendations

Crowe developed the following assessment recommendations for the County's considerations:

- Process modernization efforts to support core county functions
- Re-evaluate and re-assess IT Department structure and staffing levels
- Formalize IT support for external agencies
- Improve communications processes and tools
- Establish help desk structure and build capacity
- Advance maturity level via IT Service Management model
- Enhance information security program
- Develop and refine IT governance structure
- Develop and refine incident response and disaster recovery plans



03

Accomplishments

Accomplishments Applications

The following pages highlights the County's *recent technology accomplishments* across the core IT functional areas.

Upgrades to Enterprise and Custom Developed Applications

In addition to supporting offices and departments in their software needs, the Applications team ensures all systems are up-to-date, not only in software versions but back-end systems. Working closely with the Infrastructure team, the Applications team has worked to upgrade enterprise and custom-developed systems and migrate these applications to newer database and operating systems environments. These upgrades involve multiple teams and stakeholder testing to ensure seamless delivery of services to Scott County residents.

Custom Application Development for Environmental Health Inspections

Expanding on a current custom application that has been in use for nearly 20 years, the Applications team worked to bring in additional functionality to support the state inspection processes for pools, tattoo, and tanning establishments within Scott, Clinton, and Muscatine Counties.

These new additions to the custom application also leverage the County's OnBase solution and enable inspectors to create the required inspection forms on-site with the customer and then email those documents directly to the owner. Documents are simultaneously saved to the County's OnBase Electronic Content Management system for archival purposes.

Paperless Accounts Payable Workflows within OnBase

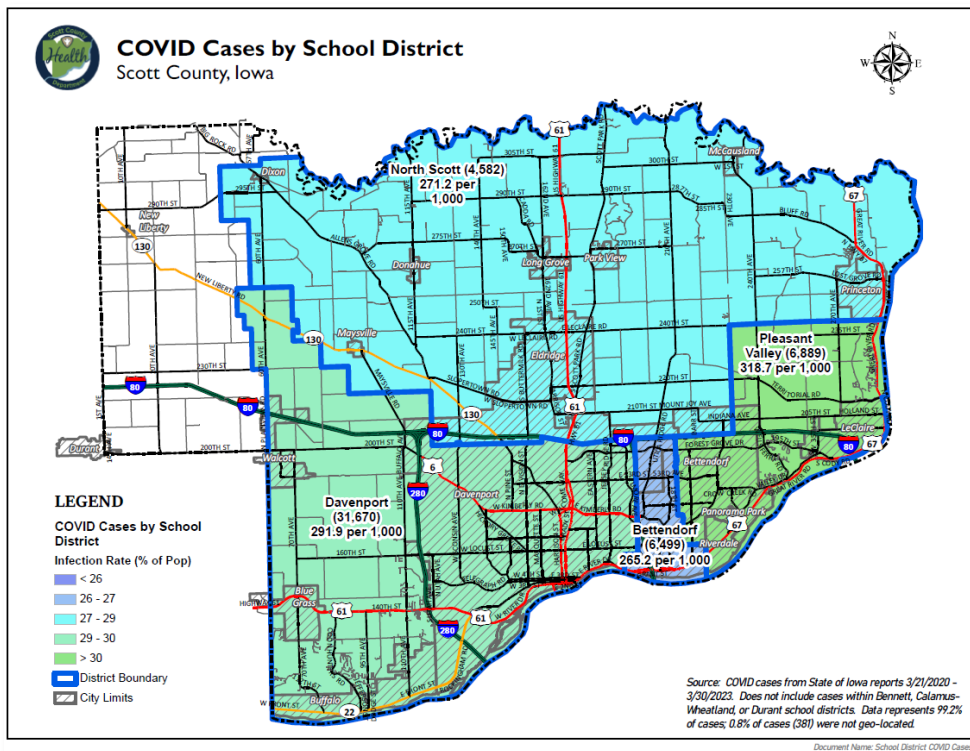
Working with the Auditor's Office and the Administration teams, the Applications team developed workflows to support a paperless Accounts Payable invoice solution. By leveraging the OnBase Electronic Content Management solution and integration to the county's ERP (Enterprise Resource Planning) software, Tyler Technologies New World ERP, departments can now scan their invoice documents to OnBase and add approvals to those documents to verify their accuracy.

Integrating ERP and OnBase enables keyword (index value) verification and update to ensure that documents can be found when searching ERP. Workflows at the Accounts Payable Specialist level in the Auditor's Office allow teams to reject or approve images based on quality and accuracy. In the long term, this project will reduce the file cabinet footprint within the Auditor's Office and prevent teams from having to save seven (7) years of paper invoices for audit purposes.

Accomplishments Web / GIS

COVID Case Tracking and Reporting

Throughout the COVID-19 pandemic, local governments including Scott County responded to a myriad of case tracking and reporting challenges. Scott County GIS supported the Health Department by processing and automating federal and state data and analysis. In addition to countywide counts used for general epidemiology, a web application with derivative maps were produced and updated weekly for the local school districts. These maps (sample below) helped inform school response and policy decisions.



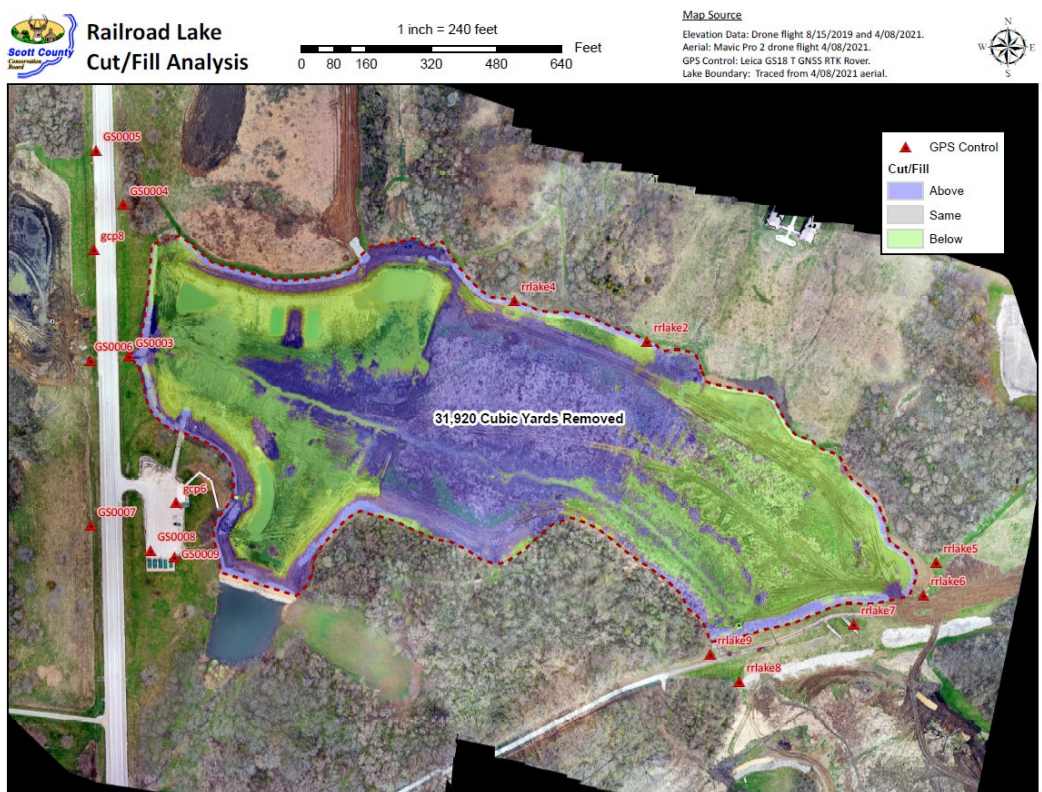
Inmates & Warrants

Inmate and warrant lists are a popular feature on the County's website. Inmate information is updated every 10 minutes and warrants daily. The County webmaster developed a custom script to monitor the uptime and trigger notifications for any outages. A user can sign up for VINE notification, learn about pre-trial court information, post bonds, and contribute to an inmate commissary account all online via the website.

Accomplishments Web / GIS

West Lake Park Lake Restoration

Scott County GIS provided survey and modeling services to the Scott County Conservation Department during the West Lake Park restoration project from 2019 to 2023. As the lakes were drained and refilled with water, drones were used to acquire imagery data showing the excavation activity and varying water levels. Surface analysis and 3D modeling provided cut and fill estimates that Conservation staff used to verify earthwork volumes and associated billing. Imagery and GPS data collected during field surveys supported the location and mapping of new fish structures placed throughout the lakes. County GIS then created a web app displaying these habitats for conservation staff and fishing enthusiasts alike to locate and/or monitor fish populations.



Accomplishments Infrastructure



Data Center and Campus Network Equipment Refresh

The refresh was a multi-year project that saw the replacement of all network routing/switching, data center/campus core, managed wireless, and security systems across the enterprise. This project increased data center connectivity by 5x and core-to-edge connectivity 2.5x. Additional advanced management, network identity and security systems were also deployed as part of the refresh.

Video Surveillance Replacement and Event Support

Nearly 300 cameras were upgraded across the enterprise to a new distributed storage camera solution. These distributed storage cameras reduce risk associated with a single point of failure situation on an existing monolithic video storage system. During the deployment, the network infrastructure team has coordinated with local law enforcement and the Sheriff's office to supply cameras to support activities related to a building collapse and three high volume community events.

Storage Expansion to Support Enterprise Applications

This project expanded capacity in both enterprise storage arrays by about 30% and provided capacity for two critical multi-server enterprise system deployments. The first supported enterprise deployment was a full-system upgrade of the enterprise resources planning system. The second supported enterprise deployment was also a full system upgrade of the computer aided dispatch and records management systems.

Accomplishments

Security

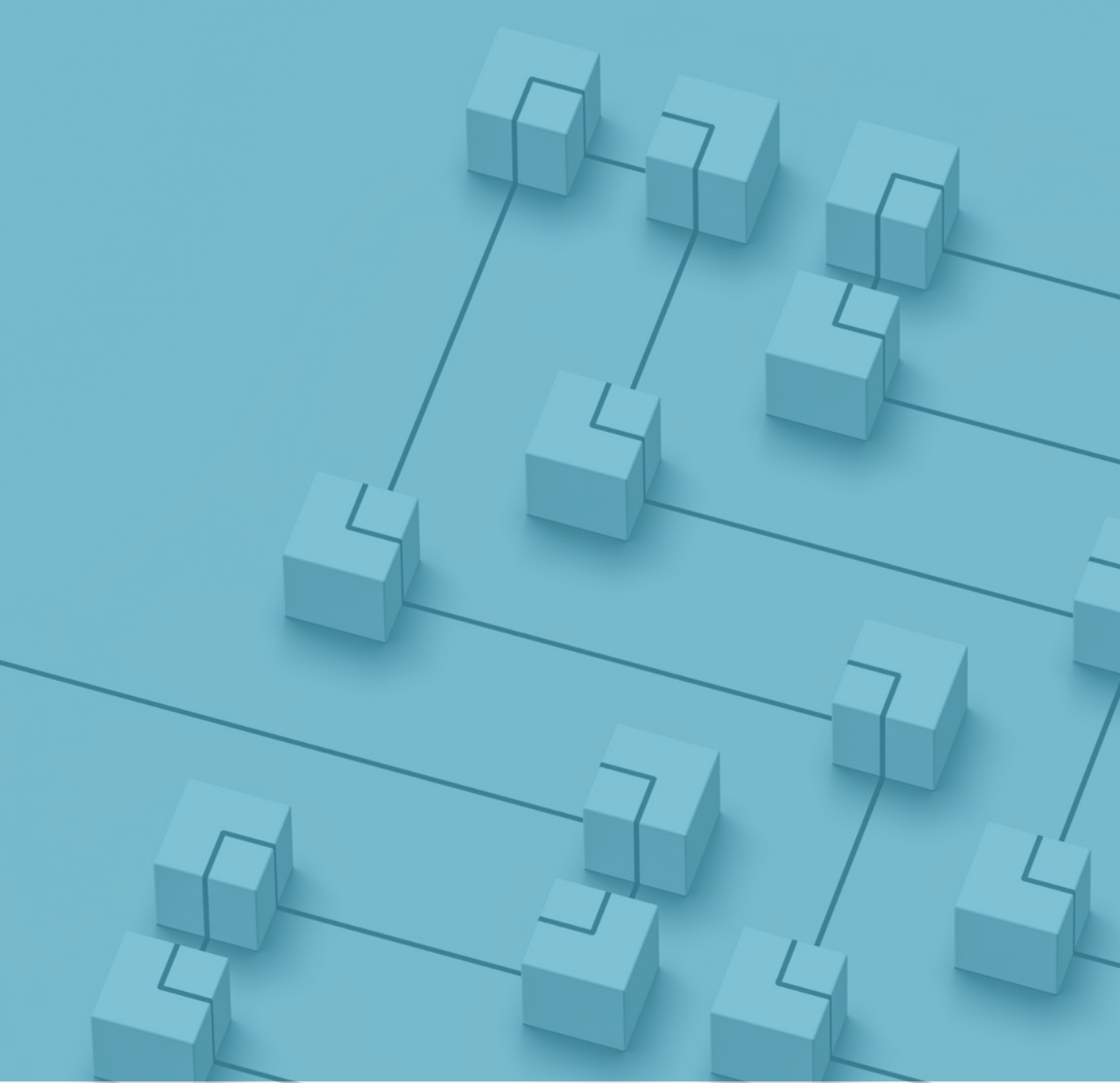
Implement Safe Link / Safe Attachment Scanning for Email

Safe Links scanning protects Scott County from malicious links used in phishing and other attacks. Specifically, Safe Links provides URL scanning and rewriting of inbound email messages during mail flow and time-of-click verification of URLs and links in email messages, Teams, and supported Office 365 apps. Safe Attachments in Microsoft Defender for Office 365 provide an additional layer of protection for email attachments that have already been scanned by anti-malware protection. Safe Attachments uses a virtual environment to check attachments in email messages before they're delivered to recipients (a process known as detonation).

KnowBe4 Security Program & Training

The County now uses KnowBe4 to send employees fraudulent, malicious emails and assess their response behavior. It helps evaluate the likelihood of each end user falling a phishing attack. The Phish Alert Button (PAB) installs a button in Outlook to allow a user to report a suspected phishing email quickly and efficiently to IT. IT implemented a quick, basic training module to ensure employees understand the mechanisms of spam, phishing, spear-phishing, malware, and social engineering and can apply this knowledge in their daily jobs.

Please refer to the Appendix for additional information on recent technology accomplishments.



04

Strategic Initiatives

Strategic Initiatives

This section highlights the technology strategic initiatives both currently in progress or that the County plans to implement. These initiatives include new projects the County will explore further over the next five years. The team developed a heat map – an analytical tool used to illustrate the potential impact an initiative may have on the County’s key stakeholders (e.g., County departments/offices, and the public) and on IT’s core business drivers – **Service Delivery, Security, Communication, and Thought Partnership & Support**.

A score is generated based on an initiative’s potential impact to both stakeholders and business drivers. Higher scores are distinguished by a darker color. The goal of the heat map is to help the County prioritize which initiatives should move forward and will serve as an input of further prioritization at a Countywide level. A snapshot of the County’s heat map is illustrated below. Cost estimate ranges were also assigned to each initiative based on the following tiers: **Very Low** (up to \$15k), **Low** (\$16-99k), **Medium** (\$100-500k), **High** (\$501k-1M) and **Very High** (\$1M+). The estimates serve as an input for the Implementation Roadmap discussed in Section 5.

To view the full heat map analysis and additional initiative information, refer to the Appendix.

Scott County 2023-2028 Strategic Plan: Initiatives & Project Heat Map																	
ID		Program Category: Prospective Projects & Initiatives List		Stakeholders									Business Drivers				Score
				The Public	Administration	Attorney's Office	Auditor's Office	Assessor's Office	Youth Justice & Rehab	Human Resources	Secondary Roads	SECC	External Agency Customers	Service Delivery	Security	Thought Partnership & Support	Communication
IT Service Management (ITSM)																	
1	Develop and Implement ITSM (IT Service Management)		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12	
6	Define Service Documentation (IT Service Catalog and FSS Service Catalog Delineation)		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	10	
7	Establish IT Project Management Role		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	11	
Security																	
15	Update IT Disaster Recovery/Business Continuity Plan		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12	
16	Update and Implement Next Phases of Cybersecurity Plan		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	9	
Hardware Replacement/Upgrade Program																	
17	Back-up and Restore System Upgrade		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	7	
22	Telephone and Telephone System		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5	
CIP System/Software (Assessment, Replacement, Upgrade Program)																	
24	Asset Management System(s)		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	11	
30	Online Bill Pay Enhancements		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	9	
31	Time and Attendance Software		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	8	

Strategic Initiatives Applications

Cloud Storage Solution for Body-Worn and In Car Cameras (*Cost Estimate: Medium, \$100-500k*): With the move of many applications to cloud-based storage, the Sheriff's Office and Conservation teams are also adopting this change. With an upcoming hardware upgrade, the Applications team is upgrading current body-worn and in-car cameras from on-premise storage to cloud storage. This hardware upgrade will improve the overall camera image quality and help return nearly 22 TB (terabytes) of storage to the Scott County Infrastructure team.

Community Development Permitting and Inspections Enterprise Software Implementation (*Cost Estimate: Medium, \$100-500k*): County teams across three different departments – Planning and Development, Health, and Secondary Roads, currently use a blend of custom-developed applications, Excel spreadsheets, and index cards to manage their permitting and inspection processes. The new system, once identified, will be a web-based Software as a Service (SaaS) solution that enables teams to complete inspections in the field, back-office personnel to manage inspection and permitting cases, and provide citizens a web portal to submit, manage, and pay for their inspection and permitting needs.

Digital Evidence Management (*Cost Estimate: Medium, \$100-500k*): Digital evidence is increasing in its importance in court case prosecution and its sheer volume. Today, the county stores nearly 2 TB (terabytes) of digital evidence for current and historic court proceedings. As many of these pieces of evidence need to be kept for several years, the County knew it needed to begin evaluating cloud-based systems to help store, manage, and share this digital evidence. The County Attorney's Office and IT are working to implement a SaaS (software as a service) evidence management solution. Once complete, the software will enable local law enforcement to quickly and easily share data with Scott County and aid in the discovery process along with tracking and managing these critical pieces of evidence.

Strategic Initiatives Applications



Jail Management System (*Cost Estimate: Very High, \$1M+*): The Sheriff's Office has embarked on a project to modernize processes by replacing its current jail management system (JMS). The Sheriff's Office is partnering with the Information Technology Applications team and looking to streamline current jail processes, work to integrate several systems under one enterprise system, and better communicate information relating to inmate safety, security, and movement.

Time and Attendance System (*Cost Estimate: High, \$501k-1M*): The County's current time and attendance system has been a valuable asset to all employees and the Auditor's Office for properly capturing and reporting employee time and attendance to support payroll processing. With the addition of another 24-hour department and an upcoming end of life for the current system, the Auditor's Office, Human Resources Department, and Information Technology are partnering to identify requirements for a new time and attendance solution. Collaboratively, teams will work to identify, select, and implement a new system to help Scott County and its employees fully manage their time and attendance.

Strategic Initiatives

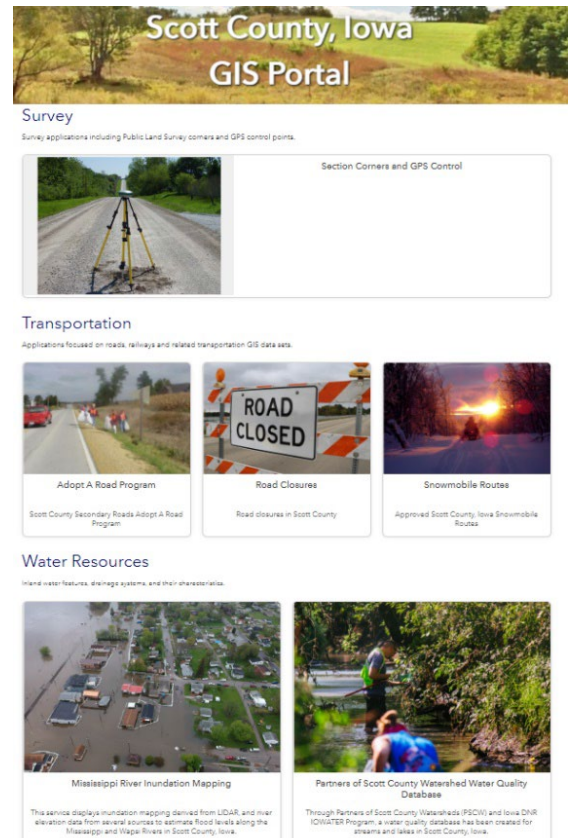
Web / GIS

User Migration from ArcGIS Desktop to ArcPro (Cost Estimate: Very Low, up to \$15k):

The dominant ESRI client application for the past 20 years has been ArcGIS Desktop. ESRI released a new client version of their client app called, ArcPro, and are in the process of sunsetting ArcGIS Desktop. In the larger ESRI customer base, transition to ArcPro has lurched along slowly as parity between the new and old applications was slow to materialize and adoption lagged. However, the tipping point between the two versions has been reached and the benefits of migrating to ArcPro now outweigh the advantages of ArcGIS Desktop. Although GIS currently works in both versions, over the next year, GIS will begin to offer training and migration support to internal users so that ArcPro becomes the primary client and GIS standard.

Website Upgrade (Cost Estimate: Medium, \$100-500k): In 2015, the Scott County website was updated from a manual architecture to a more open-source community supported Content Management System called Drupal. At deployment, the platform was based on Drupal 7 (a sunset solution) and an upgrade is required. The County has launched an RFP process to procure professional services that will enable us to upgrade to the latest version 10 of the Drupal platform. The new site will improve accessibility, navigation, search, content creation, and more. The County anticipates the new site will be released by the end of 2024.

ArcGIS Hub Release (Cost Estimate: Very Low, up to \$15k): ArcHub is a data and application portal or clearinghouse for GIS. Scott County GIS has developed a drafted yet unreleased ArcHub site. Once published, the site will provide enhanced public access to GIS maps, applications, and data.



Strategic Initiatives

Infrastructure

Enterprise Infrastructure

Unified Communications System Infrastructure and Client Device Upgrade (*Cost Estimate: Medium, \$100-500k*): Project intends to replace out-of-warranty server systems and telephony devices. This project will involve the replacement of over 600 VoIP phone devices with modern equipment across the entire enterprise. The dual server virtualization platforms that host the 13 virtual telephone system management servers will also be completely replaced and upgraded to current hardware and software standards.

Data Center Storage and Server Replacement (*Cost Estimate: High, \$501k-1M*): Project will consolidate and replace multiple outdated data center server and storage systems with a mix of new, higher speed and capacity hardware systems along with hosted Infrastructure as a Service (IaaS) options. During this project, the County will analyze our hypervisor choice and will also combine Scott County and Medic EMS systems. This project is budgeted to start in July of 2024.

Department-Specific Infrastructure

Medic EMS Infrastructure Systems Integration (*Cost Estimate: Very Low, up to \$15k*): Project will analyze Medic EMS's existing infrastructure systems to identify areas of cooperation or consolidation. Through this process, many different systems will be reviewed on both the Scott County and Medic EMS sides to establish plans of action to reduce redundancies and complexity where possible.

Youth Justice Resource Center Facility Launch (*Cost Estimate: Medium, \$100-500k*): Project will deploy the required network infrastructure for this new facility, which includes new fiber optic lead-in, core switching, wireless access, telephones, conferencing, surveillance cameras, workstation computers and laptops. An additional phase will integrate the Mississippi Bend Area Education Association network into our infrastructure in support of educational programming needs.

North-Side Network Ring (*Cost Estimate: High, \$501k-1M*): Project will establish a fiberoptic ring network that will connect two standalone County locations that are near to fiber optic connectivity options with our service provider. This project will not only bring higher capacity connectivity to the new Scott County Warehouse facility and the Scott County Library Headquarters but may also allow for connectivity to a Medic EMS facility that is also on the proposed route. This will also supply backup pathing to Sheriff Patrol, Secondary Roads, and Scott County Park.

Strategic Initiatives

Security

CrowdStrike Deployment (*Cost Estimate: Low, \$16-99k*): Scott County IT participates in the State's Office of the Chief Information Officer cyber security programs and are currently deploying a new CrowdStrike client to workstations and servers. CrowdStrike is a cloud-based endpoint protection solution that uses artificial intelligence (AI) technology to detect intrusions across networks and endpoints. The company claims its technology can detect 99% of all malware threats before they impact your organization or personal device.

Microsoft Application Proxy for Secure / MFA Access to Internal Resources (*Cost Estimate: Very Low, up to \$15k*): IT is working to improve remote access to county applications. Process is underway to migrate applications from legacy technology to Microsoft Application proxy. This solution enhances application publishing, performance, and security with MFA.

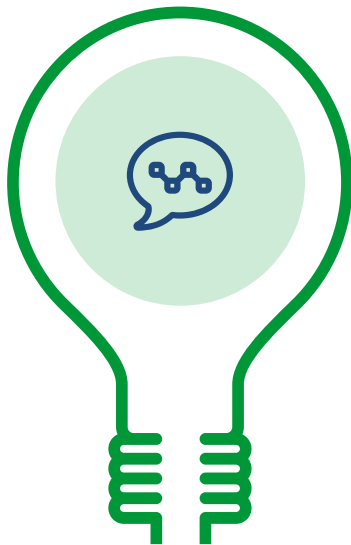
Security Information and Event Management system (*Cost Estimate: Medium, \$100-500k*): IT is evaluating a cloud-based solution combining security information and event management (SIEM) into one security management system. SIEM technology collects event log data from various sources, identifies activity that deviates from the norm with real-time analysis and takes appropriate action.

Strategic Initiatives Exploratory

Throughout current state assessment and strategic planning activities, the County leveraged its partnership with Crowe to identify areas of strength, improvements, and growth. Several key themes emerged as a result and will serve as focus areas for the County to explore further.

The themes include – **Process Modernization**, **Structural Evolution**, and **Capability Maturity** as summarized below and detailed further in the following pages. Each section incorporates Crowe’s recommendations outlined within Section 2 of this plan.

Process Modernization



Continuous improvement to enhance efficiency, increase effectiveness, reduce dependencies on legacy processes, drive progress, and embrace digital transformation.

Structural Evolution



Adopt and adapt to a future state IT organizational structure to support business drivers and designed with customers in mind

Capability Maturity



A framework to drive transformational change, including implementing a service-centric culture and performance management tools.

Strategic Initiatives

Exploratory



Process Modernization

The County has made strides to improve processes and will continue explore ways to modernize County operations and foster an environment of technological advancement to deliver services. More specifically, the IT team aims to employ continuous improvements in existing processes and as it implements new endeavors. Examples include reducing legacy, paper-based processes and leveraging digital solutions (e.g., OnBase).

IT plans for a collaborative approach, seeking insight and incorporating feedback from County departments and offices to maximize project success. A key component to process modernization and overall implementation success requires improvements in communication processes.



Structural Evolution

IT recognizes that improvements to its current organizational structure are necessary to rebalance work and establish a model that prioritizes customer service.

This includes incorporating project management and business analysis roles, technical resources to support the Medic EMS team, and formalizing its support relationship with external, sister agencies by establishing service-level agreements that include clearly defined roles, responsibilities and performance expectations.

There are five key positions that will support this initiative and include:

- Senior Office Assistant
- Technology Business Analyst
- Desktop Support Manager
- Technology Project Manager
- Technical Writer & Trainer

Effective January 1, 2024, Medic EMS will become Scott County's second-largest department, increasing Information Technology's customer base by approximately 20%. The vision is that the technology needs of Medic EMS of Scott County will model those of SECC (Scott Emergency Communications Center) with Scott County IT to support similar to the Sherriff's Office. While it is likely additional IT resource(s) will be needed, Crowe recommends an evaluation period to understand the resource(s) required to make this a successful integration.

Strategic Initiatives

Exploratory



Capability Maturity

To support process modernization and a structural evolution to prioritize customer service, IT is looking to establish an improved service framework. The framework will equip the team with the tools and techniques to support continuous improvement of workforce practices. Additional benefits include positive return on performance improvement investments, more timely delivery and an increased quality of solutions, more rapid response to issues and risks, exceeding customer expectations, and lower employee turnover.

IT aims to adopt an IT Service Management Model (or ITSM) to advance its current level of capability maturity from Level 1 to Level 3 as illustrated below, or to shift from a reactive to proactive approach to work.

Information Technology Capability Maturity Model



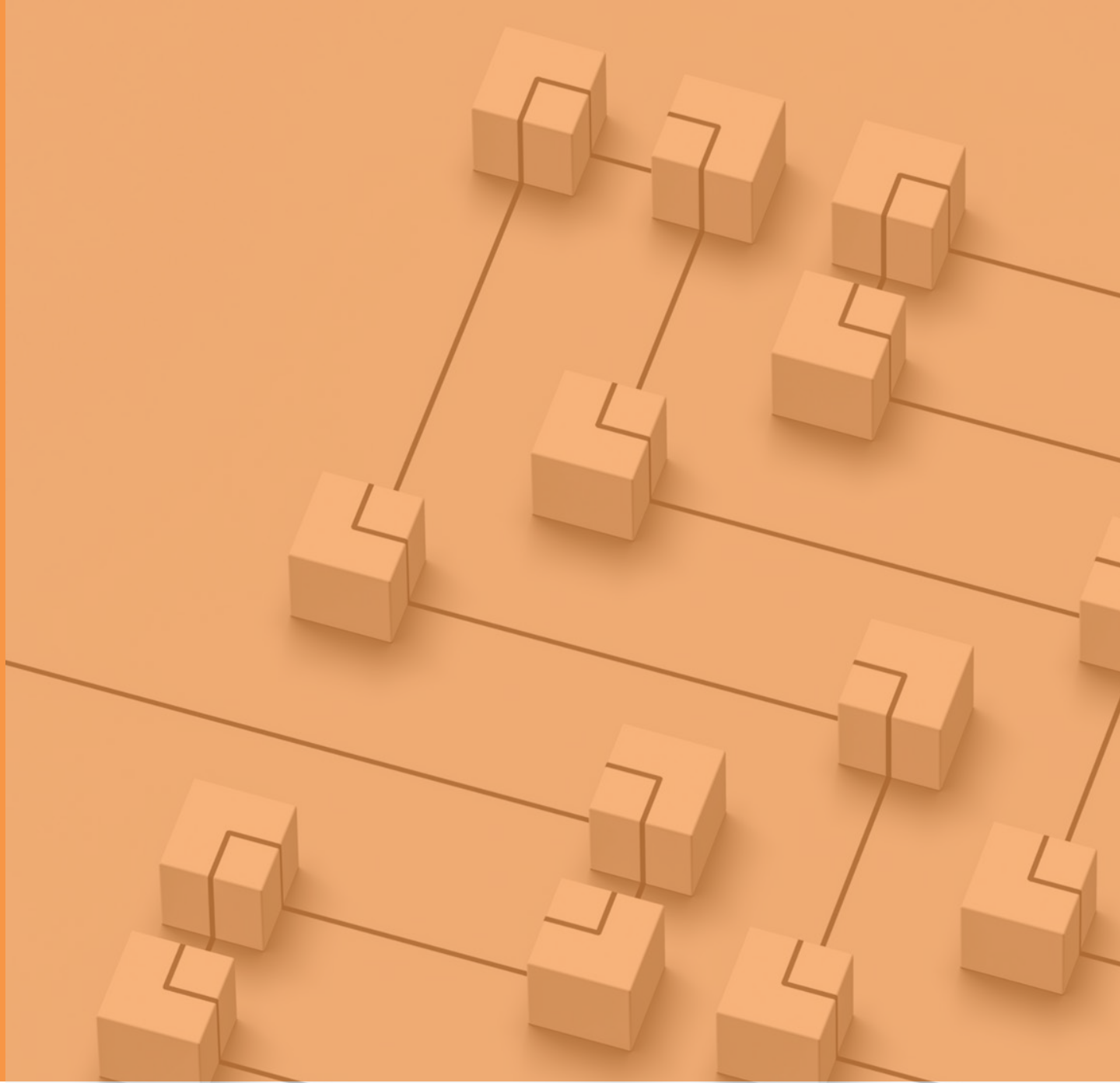
Strategic Initiatives Exploratory



ITSM is a system for delivering end-to-end service management with a customer-centric focus. There are various popular approaches to ITSM, including ITIL and DevOps. ITIL focuses on aligning service practices with business needs and establishes practice standards, while DevOps focuses on delivering service through agile and lean practices such as continuous improvement.

Both approaches are not mutually exclusive and implementing an ITSM model boasts several benefits including increased collaboration, business process improvements, enhanced vendor management, more strategic training efforts, and an overall increase in the quality-of-service provision.

Additional initiatives that will help the County's IT capabilities mature include 1) enhancing the information security program, 2) developing an IT governance structure, and 3) developing incident response and disaster recovery plans as recommended within the cybersecurity assessment.



05

Implementation Roadmap

Implementation Roadmap

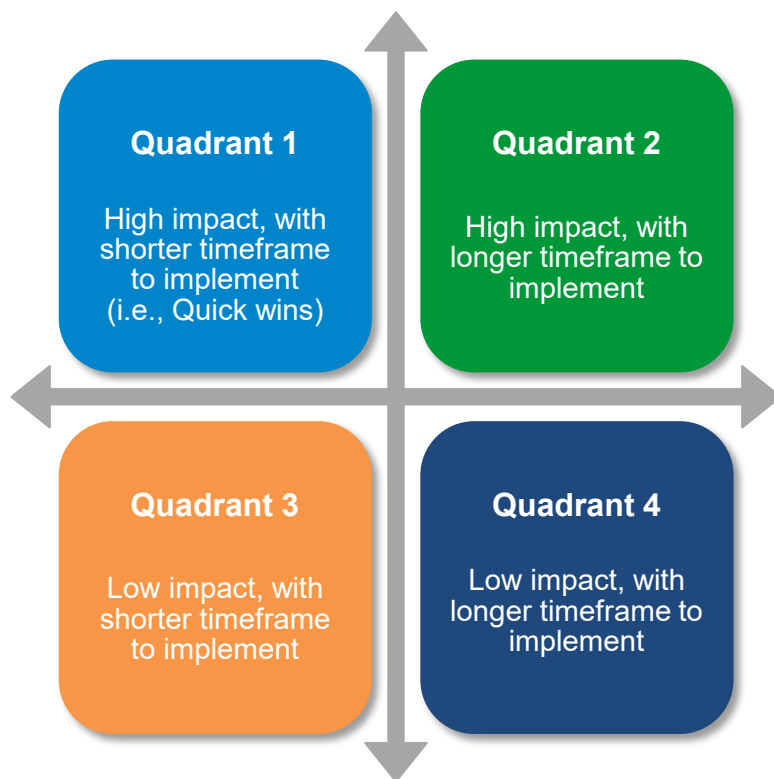


Bubble Chart & Prioritization Timeline

The County developed a bubble chart and prioritization timeline to assist in planning an implementation roadmap for its strategic technology initiatives. When used in conjunction with the heat map analysis, a bubble chart serves as a dynamic, analytical tool to visually highlight multiple layers of information.

For the County, the chart includes 1) the level of impact (based on heat map score), 2) an estimated implementation timeline, 3) an estimated cost implication, and 4) indicates the initiatives budget approval status.

The implementation roadmap results in a visualization that will aid in further strategic and prioritization with the County leadership teams. The roadmap displays initiatives within four quadrants (as illustrated below) based on their overall rating. The Scott County Technology Initiatives bubble chart and prioritization timeline is highlighted on the next page.

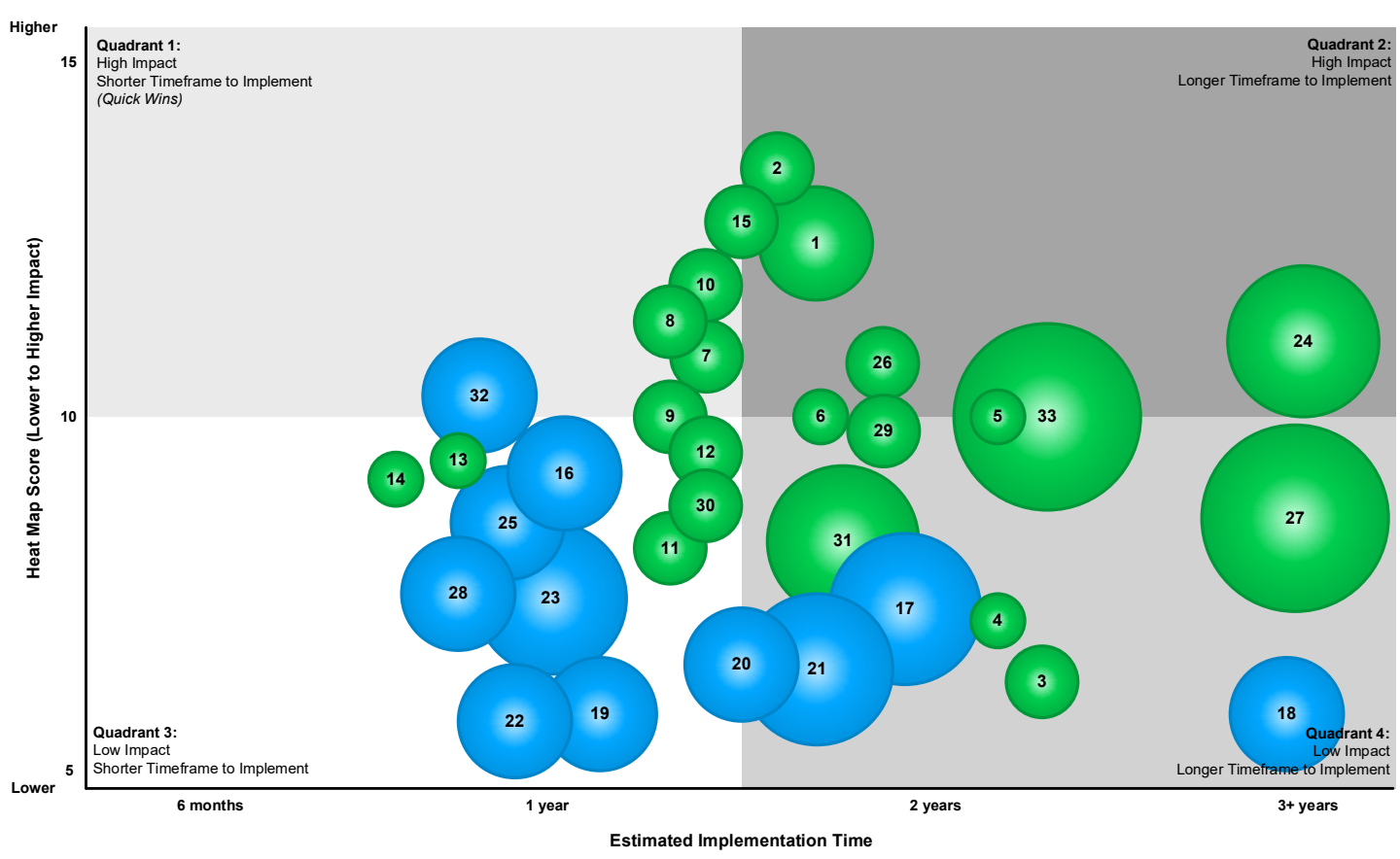


Implementation Roadmap



Scott County Technology Initiatives: Bubble Chart & Prioritization Timeline

Comparing Initiatives by Impact (Vertical Axis), Timeline to Implement (Horizontal Axis), and Cost Implications Magnitude (Bubble Size)



KEY:

Cost Estimate Range: Very Low (under \$15k), Low (\$16-99k), Medium (\$100-7500k), High (\$501k-1M), and Very High (\$1M+)



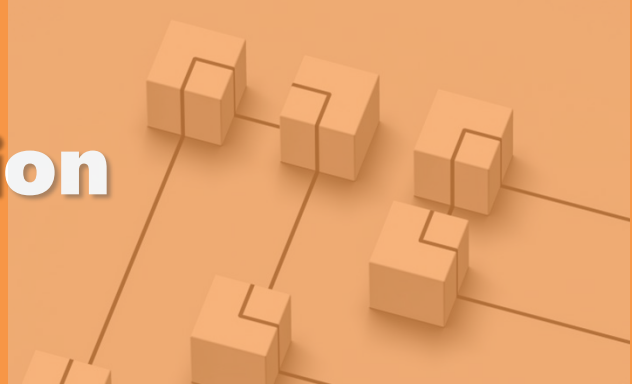
Currently Budgeted



Not Currently Budgeted

For a full list of projects associated to each bubble's numerical ID (#), see page 36.

Implementation Roadmap

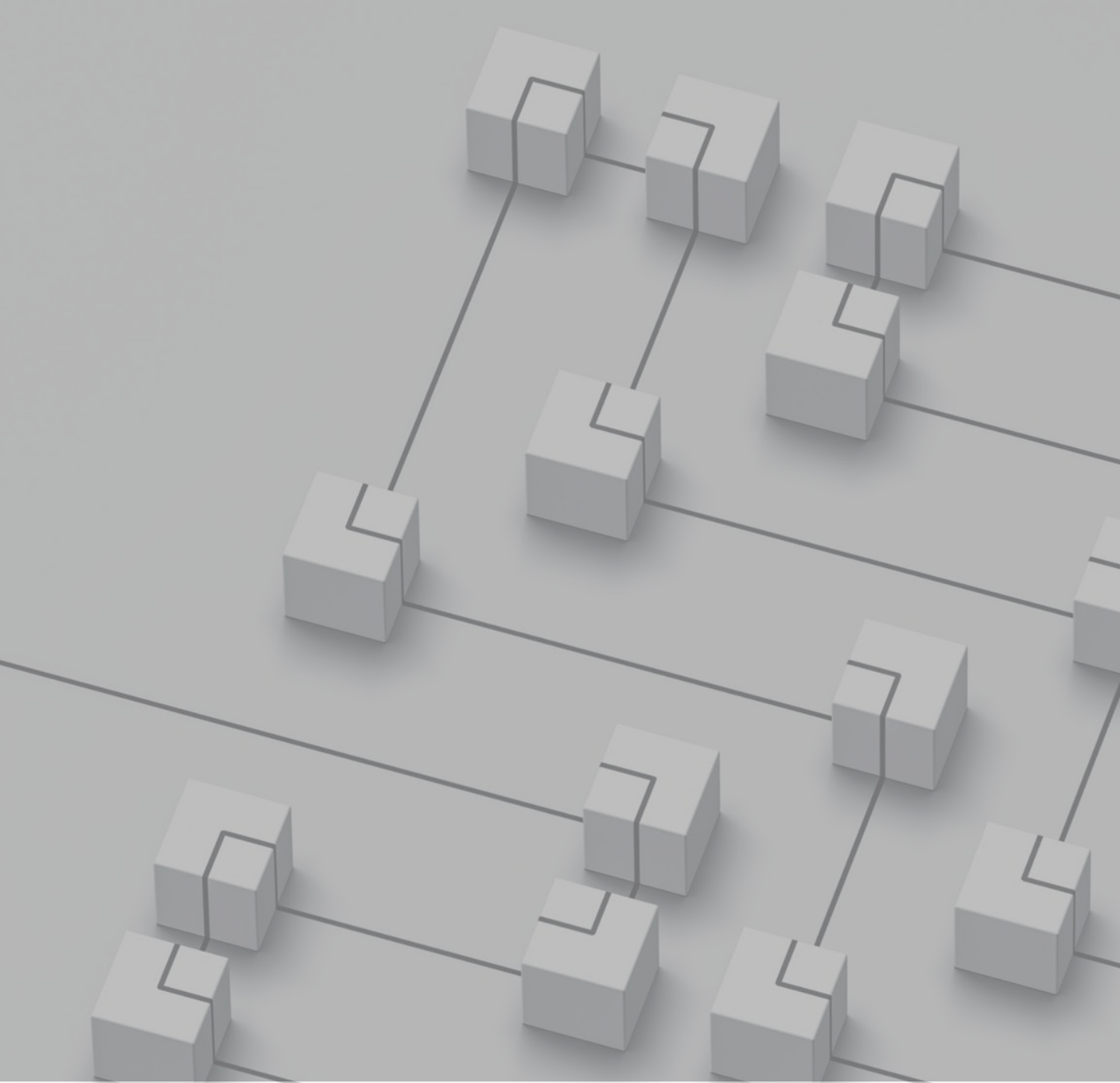


Implementation Considerations

In developing this technology strategic plan, the Scott County team has crafted a robust vision for the next five years. They recognize that to be successful, two key implementation considerations must be established – 1) governance and 2) performance metrics.

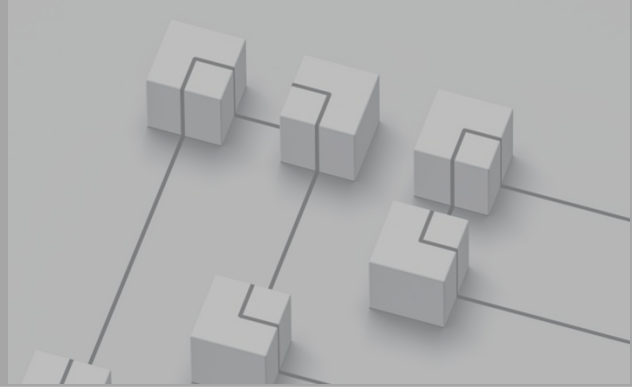
Establishing a governance structure and supporting activities such as oversight and communication, will help mitigate implementation failure. Governance will also ensure that plan implementation remains aligned to the County’s core values, as well as with any changes in County wide objectives.

In addition, the County will work to identify metrics within each core initiative area, that the team will actively measure and report on progress across their key stakeholders. Reporting techniques may include a performance dashboard, stakeholder updates, and a strategic plan update that will also serve as a method to showcase further technology accomplishments.



06

Appendix



The Scott County team is optimistic about the future of technology and thanks the many contributors who provided input and feedback into our strategic planning process.

Scott County Departments & Offices

- Administration Office
- Attorney's Office
- Auditor's Office
- Board of Supervisors
- Community Service
- Conservation
- Facility & Support Services
- Health Department
- Human Resources
- Information Technology & GIS
- Planning & Development
- Recorder's Office
- Secondary Roads
- Sherriff's Office & Jail
- Treasurer's Office
- Youth Justice & Rehabilitation Center

Scott County Related Agencies

- Assessor's Office
- Bi-State Regional Commission
- City of Davenport Assessor's Office
- Clerk of Courts
- Emergency Management
- Iowa Department of Human Services
- Medic EMS
- Scott Emergency Communications Center
- Waste Commission of Scott County

External Stakeholders

- Members of the Scott County Community (survey participants)
- Crowe LLP

Heat Map Analysis

Scott County 2023-2028 Strategic Plan: Initiatives & Project Heat Map

Heat Map Rankings

High
(3)

Medium
(2)

Low
(1)

ID	Program Category: Prospective Projects & Initiatives List
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IT Service Management (ITSM)	
1	Develop and Implement ITSM (IT Service Management)
2	Develop and Implement IT Governance Framework
3	Develop and Implement Function to evaluate and modernize Customer Line of Business Processes
4	Formalize Business Relationship with Technology Vendors (Assess, Revise, and Execute Business Associate Agreements)
5	Formalize Support Relationship for External Agencies (Assess, Revise, and Execute MOU Agreements)
6	Define Service Documentation (IT Service Catalog and FSS Service Catalog Delineation)
7	Establish IT Project Management Role
8	Establish IT Desktop Support Manager Role
9	Establish IT Business Analyst Role
10	Establish IT Technical Trainer/Writer Role (Procedural Guides and Documentation)
11	Establish IT Administrative Support Role
12	Conduct Updated Compensation Analysis to Support Organizational Structure Changes
Medic	
13	Assess Medic EMS's Technology Contracts Transition
14	Assess Medic EMS's Technology Support Needs
Security	
15	Update IT Disaster Recovery/Business Continuity Plan
16	Update and Implement Next Phases of Cybersecurity Plan
Hardware Replacement/Upgrade Program	
17	Back-up and Restore System Upgrade
18	Desktops
19	Laptops
20	Servers
21	Storage - Enterprise
22	Telephone and Telephone System
23	Jail Video
CIP System/Software (Assessment, Replacement, Upgrade Program)	
24	Asset Management System(s)
25	Community Development Software - Permitting and Inspections
26	Development of Countywide Software Life Cycle Management Plan
27	ERP/Finance System
28	GIS (Aerial Photos)
29	GIS Needs Assessment (Updated)
30	Online Bill Pay Enhancements
31	Time and Attendance Software
32	Website/Intranet Upgrade to Drupal 10 (Accessibility and User Experience)
33	Jail Management System

Stakeholders																						
The Public	Administration	Attorney's Office	Auditor's Office	Assessor's Office	Recorder's Office	Board of Supervisors	Sheriff's Office	Treasurer's Office	Health Department	Conservation	Planning & Development	Community Services	Information Technology	Facility Support Services	Youth Justice & Rehab	Human Resources	Secondary Roads	SECC	Emergency Management	Medic EMS of Scott County	External Agency Customers	
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Business Drivers				Score
Service Delivery	Security	Thought Partnership & Support	Communication	Business Drivers Heat Score
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				12
	1			6
		2		7
			1	10
		1		10
			1	11
			1	11
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Additional Accomplishments



Absentee Ballot Web Application: Managing elections is the responsibility of the Scott County Auditor’s office. GIS assisted the Auditor by creating election maps and absentee ballot web applications, which provided an easy-to-understand visual representation of ballot requests, returns, and counts by party affiliation.

Desktop Operating System Deployment Solution: This project created a streamlined process for loading Windows operating system software to new and existing computers. This process allows for a remotely initiated install to automatically reload Windows Devices with the most recently established “golden” image. This solution can be leveraged for both new installs and as a repair mechanism in cases of operating system corruption.

eGov: eGov is a public input solution deployed within the Scott County website. All County departments have contact forms on their respective pages to receive questions and messages from the public. Messages are routed to appropriate staff or teams within each department for review and response. Submissions are tracked and accountability measures can be used to ensure that residents receive a prompt reply. There were 2,813 eGov submissions in FY23.

Elections App: This website is an important tool used to inform county voters about elections. This includes information about elected officials, candidate information, voter registration, where to vote, absentee voting, ballot tracking, and more.

Emergency Management Conferencing Refresh and Expansion: Replacement of the audio and video components associated with the Emergency Operations Center. The County supplied networking infrastructure and engineering guidance for the new system components and assisted with the setup of four additional streaming solutions to aid in the presentation of video content on new screens.

Facilities and Support Services Warehouse Activities: This project required the careful planning for removal of network resources from the existing Tremont warehouse facility to the new YJRC facility. A new fiber optic switching network was also implemented to support computers, phones, door access, and cameras at the Eldridge Warehouse.

Additional Accomplishments

GovDelivery: GovDelivery is an email subscription service which allows the public to subscribe to certain webpages and stay informed on “topics” of their choosing. When pages are changed, email notifications are sent out to the individuals subscribed to those updated pages. Currently, Scott County has 38,713 individual subscribers that have registered to receive updates on any of the 81 available County topics. Users may subscribe to multiple topics, as evidenced by the current total topic subscription count of 79,862. In fiscal year 2023, county staff sent 1,404 bulletin notifications representing 367,048 emails. The system also tracks the “open rate” which indicates how many of the county notices sent were opened by the recipients.

Health Department / Iowa Department of Public Health Grant Activities: A comprehensive upgrade for most of the Health Department's technology systems. Outdated telephones and wireless access points were replaced with modern equipment. This included deployment of 50 new laptops with docks and dual monitors. Additionally, the process to add new spaces for huddle rooms and conferences was initiated.

Implement Remote Access Procedures for Vendors Enforcing MFA: Scott County IT works with multiple software vendors that need remote access to county servers and equipment, therefore recently implemented Multifactor Authentication to prevent vendors from sharing and exposing passwords.

Integrated Roadside Vegetation Management (IRVM) Field Data Collection and Support: The Scott County Integrated Roadside Vegetation Management (IRVM) utilizes GIS tools such as Survey123 and ArcGIS Field Maps to collect and maintain various roadside vegetation data. Collected data includes herbicide application areas, vegetation planting, and future planning areas for large plantings. During herbicide treatment months, an automated process transfers daily treatment data to GIS. Collected data is published to an online repository for viewing in various web applications and dashboards.

IRVM – Saint Ambrose University Roadside Vegetation Survey: In addition to the standard IRVM support Scott County GIS provides to Secondary Roads, the County also collaborates with St. Ambrose University on a five-year project. Each year, university students perform vegetation surveys at 480 locations and utilize Survey123 to record the vegetation data. The County publishes maps and web applications to display survey site locations and vegetation data, all of which is incorporated into Scott County Secondary Road's larger IRVM project.

Additional Accomplishments



Legacy Protocols – LLMNR and NetBIOS Disabled by Policy: Scott County has recently worked with a vendor to perform an Internal Penetration Assessment. That assessment found that Scott County used two legacy protocols (LLMNR and NetBIOS), which are unnecessary and insecure. IT worked to identify and remediate any devices still using these legacy protocols.

Livestream: Scott County continues to use the WebEx application to support livestream options for Board meetings. The County has also set up and extended livestreams to the YouTube platform, which provides additional capabilities such as playback pause, rewind, delayed watch, live captioning, and immediate playback after the meeting is ended. YouTube is widely used on both desktop and mobile devices, and subscribers to our YouTube channel can be notified when meetings go live. Presently, YouTube has been demonstrated as a proof of concept but has yet to be approved for the public and fully integrated into the website. The expectation is that it will be addressed and incorporated soon.

Migrate to Sophos Central (SaaS Endpoint Protection): Migrated from Sophos Enterprise Console to cloud-based Sophos Central Endpoint protection. The SaaS solution eliminates the need for the County to install any server-side products, maintain backups, or monitor performance. A web console also allows IT to manage endpoint protection from any supported web browser.

Migrate to Windows Update for Business: Transitioned from on-premises to a cloud-based update process, therefore Windows clients no longer need to be on-site or connected to a VPN to receive updates. IT also implemented Windows Feature and driver updates to replace the need to push security patches.

Onboarding / Offboarding: IT is working to transition from an ad hoc, manual, and labor-intensive user creation and termination process. IT created a policy to define the process for creating and terminating user accounts quickly and efficiently.

Public Meeting System Upgrades for Administration in the Boardroom: Upgrades enhanced and expanded capabilities of the meeting system in the County Boardroom. Two additional cameras and five microphones were added to support the requested use cases in the space. Streaming and recording capabilities were also published to the public during this project.

Additional Accomplishments



Scott County Emergency Management Agency Support: Scott County GIS has created various GIS tools to support the Scott County Emergency Management Agency during disasters or other times in need (i.e., Bix/Ragbrai, train derailments, severe weather, riots). ESRI products used include Survey123, Workforce, Web Apps and Dashboards. The unique ability of GIS to collect, analyze, display, and share data has become a reliable fixture of Scott County's emergency response.

Scott Emergency Communications Center Station Alerting System Network Integration: Project established a dedicated, secure network that provides an automated public safety station alerting system for the metro fire and medical locations. This solution also involved the networking of four new system servers. The County also established a fiberoptic networking path via the River Drive fiber to Bettendorf City Hall to support the necessary radio system interfaces over the internal network infrastructure.

Scott Emergency Communications Radio System Network Integration: Project established network connectivity for the new Public Safety Radio System, including badge access and video surveillance cameras at all 11 new radio tower sites. Additional network devices were deployed for monitoring purposes at the six Scott County tower sites.

Server Virtualization Hardware and Software Upgrades: Upgrades doubled the RAM in the server virtualization hardware. Two additional hardware blades were purchased, licensed, and added to the environment. Software and firmware aspects were upgraded on all twelve hardware blades. The version of hypervisor software was also upgraded on all twelve blades to a more recent security hardened version.

Standardize SPF / DKIM / DMARC Records for All Domains: SPF, DKIM, and DMARC records define rule sets for email spam filtering. Scott County IT manages multiple internet domain names, each with its own set of records. The IT team consolidated and standardized all these records.

Telephone System Software and Security Update: This project upgraded a 13 virtual server phone management environment to newer software versions that included security enhancement and hardening elements. During this process, new security certs were deployed for all the appropriate server-to-server and server-to-client communication channels.

Additional Accomplishments



Virtual Private Networking Solution Upgrade: Upgraded the primary virtual private networking solution to the most recent secure version with little impact to the end users of the system.

Waste Commission Fire Rover Fiber Connectivity: Established a new fire suppression system deployed to handle spot fires on the recycling floor at the Waste Commission Cary Ave. location. This project did involve significant research time with a service provider to locate and establish two new underground splices.

Website: The County maintains and supports the website for all 17 Scott County departments and offices, which includes over 10,000 pages worth of content on pages, posts, meetings, and other content types. Scott County tracks numerous metrics and consistently demonstrates high website traffic and use; on average, the website has 126,450 pageviews delivered to 29,104 daily users over 49,142 daily sessions. In addition to supporting the County web presence for primary departments, the webmaster also supports several related agencies, including the Scott County Assessor, Library, EMA, SECC, Scott County Kids, Soil and Water Conservation District, Tobacco Free, Live Lead Free, and Partners of Scott County Watersheds.

Windows Hello for Business (Desktop MFA): Windows Hello for Business replaces passwords with strong two-factor authentication on devices and helps protect user identities and user credentials. It helps circumvent phishing and brute force attacks as a user no longer needs to enter a password after initial set up. It also helps to prevent server breaches.

Verkada: The Verkada camera security system is used to identify individuals with outstanding warrants as well as for other safety/law enforcement concerns. The system offers an API to maintain and track images for facial recognition. The number of profiles stored in the facial recognition system ranges on average between 125 –150. Previously, administering this library of images was a daily and time-consuming manual process. The Scott County webmaster automated the process using scripts to sync images from the warrant system and populate the image library directly.

Additional Strategic Initiatives

2024 Orthophotography (Cost Estimate: Low): Local, detailed aerial imagery and related products are foundational elements of Scott County GIS. Scott County GIS was instrumental in forming a local consortium of county and city governments who have come together every five years to jointly fund and acquire regional aerial imagery and other products such as LIDAR, and vector data layers. This partnership has saved local governments hundreds of thousands of dollars in bulk rate discounts and procurement costs. GIS is actively working with our partner agencies to acquire imagery and related products once again for a spring 2024 flight.

Accessibility (Cost Estimate: Medium): The Department of Justice is proposing regulations that will set standards for local government for website accessibility. These technical requirements ensure that public web content made available by state and local government or content that is used for offering services, programs, and activities is accessible to individuals with disabilities. This includes text, images, sounds, videos, animations, and more. The proposal also covers accessibility requirements for mobile apps offered by public entities. To achieve web accessibility, the DOJ plans to adopt an internationally recognized standard, the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Public entities with a total population of 50,000 or more would need to comply within two years of the final rule's publication.

Scott County has researched ADA compliance and used web compliance services in the past. The County currently uses ADA reporting tools as necessary to evaluate web content compliance. The County will continue to monitor and address compliance shortfalls or needs as DOJ accessibility regulations progress and/or are formalized.

Auditor Website (Cost Estimate: Medium): The County is working closely with the Auditor to redesign the look and functionality of the Scott County election pages in preparation for the fall election season. These changes will improve public useability and navigation in searching for election data relevant to them.

Convertible Laptop and Desktop Computer Replacements (Cost Estimate: High): Project will replace the majority of laptop and desktop computers as part of a normal refresh cycle. Scott County is in the process of ordering 200 convertible laptops and will begin a replacement process late this year. The process of establishing the next standard desktop model for purchase has just been initiated. The desktop portion of this project will replace over 500 devices and likely kick off at the beginning of 2025.

Additional Strategic Initiatives



Conservation Wapsi Educational Center Launch (*Cost Estimate: Low*): Project will complete systems deployment activities for the Conservation Department's new Wapsi Educational Center. The interior construction activities are currently in progress at the facility, which include the access points, cameras, and switching. Full connectivity by way of a "to be" constructed microwave tower is budgeted and is in the engineering phase. AV system integrations are also needed.

Desktop and Application Virtualization Platform Analysis and Consolidation (*Cost Estimate: Medium*): Project will analyze and select the best desktop and application virtualization platform, then consolidate Scott County and Medic EMS virtualization needs under that common selection. The current Scott County platform is up for possible replacement, and the platform that Medic EMS is bringing to the table is used to a much greater extent by their users. Analysis of the Medic EMS system for application virtualization capabilities will be required before a final choice can be determined.

Display Card Oath Tokens (*Cost Estimate: Low*): IT is evaluating a credit card-sized hardware token with a rolling code as an option for employees who cannot use a cell phone or do not have a dedicated extension.

Infrastructure Monitoring and Management System Refresh (*Cost Estimate: Medium*): Project will refresh our infrastructure monitoring and management systems to support newly deployed network and server systems. This management system will collect health and performance details into a new, common dashboard for the use of the Information Technology team as well as for others at Scott County.

Microsoft Teams Meeting System Deploy and User Training (*Cost Estimate: Low*): Project will replace the County's current enterprise conferencing solution with an existing solution from Microsoft that is now included in the County's Office 365 tenant licensing. This will require a user awareness and training program to educate end users on differences between the current and replacement platforms.

Mobile Device Management Solution (*Cost Estimate: Very Low*): Project will establish a more advanced mobile device management solution that will allow County IT staff to protect county owned mobile devices. This solution should also allow for better upgrade control, application authorization, and asset management of the mobile devices.

Additional Strategic Initiatives

Parcel Fabric (*Cost Estimate: Very Low*): The ESRI parcel data model is a data management concept complete with tools and practices built specifically to support the maintenance of ownership data layers like parcels, lots, public land surveys, and other relevant data. Advantages of the parcel fabric model include enhanced quality control, historical tracking, and improved positional accuracy per the ability to incorporate survey grade data from developers. GIS is supporting the transition from the current polygon-based parcel model to the parcel fabric. This transition relies on participation and adoption by the Auditor's Office, a component of the project which GIS has steadily supported through staff turnover in key positions.

PHP upgrade (*Cost Estimate: Low*): Administration and support of the Scott County website requires the use of the scripting language PHP. In tandem with the larger county web update project, the County will be transitioning the PHP version from 7 to 8. This upgrade will yield benefits in performance, functionality, and security. The upgrade itself can be deployed to a sandbox environment for testing. Several tools and scripts written in PHP 7 will be reviewed and rewritten as needed prior to or during the web upgrade project.

Scott County Private Roads (*Cost Estimate: Very Low*): Private roads in Scott County differ from public roads in important ways. The Scott County Secondary Roads department does not maintain private roads. Surface repairs, snow removal, blading, etc. for private roads are handled by private owners or Homeowner Associations (HOAs). Certain laws are also enforced differently depending on whether a road is public or private. Scott County GIS is in the process of identifying all private roads in Scott County and will publish this information via web applications with Secondary Roads, the Sheriff's Office, and Scott Emergency Communications Center (including it in the computer aided dispatch system). This initiative will assist Secondary Roads in planning and aid the Sheriff's Office in determining appropriate enforcement options.

Scott Emergency Communications Center Secured Partner Connectivity (*Cost Estimate: Low*): Project will establish firewall-controlled access to the internal Scott Emergency Communications Center records and dispatching systems. This will require new equipment and appropriate analysis of system allowances. Security monitoring will be established to supply threat intelligence on these connections.

Additional Strategic Initiatives

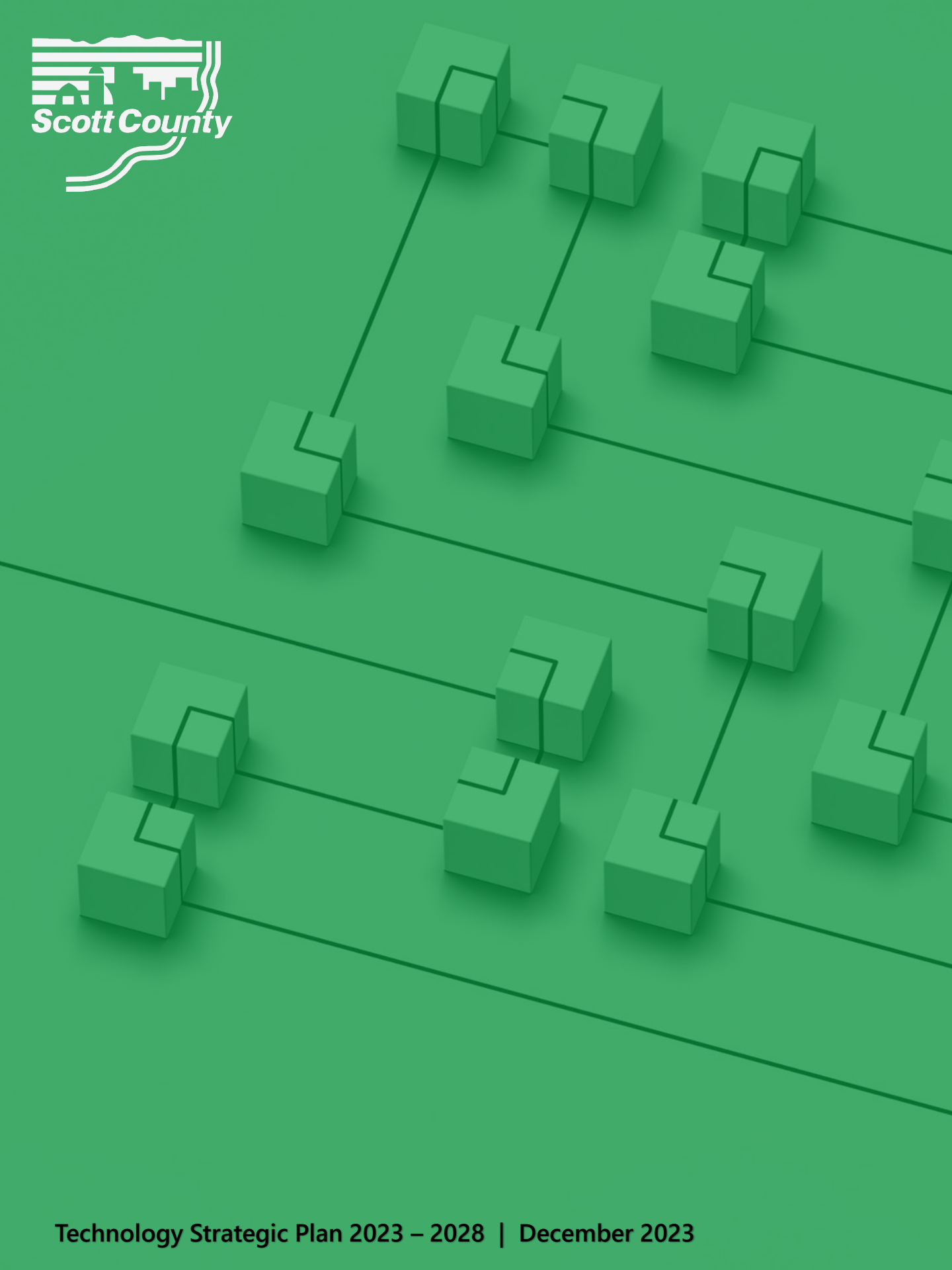
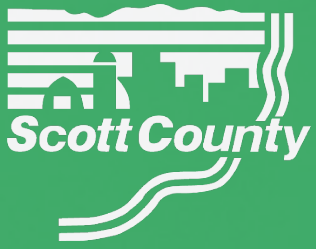


SECC Website (*Cost Estimate: Medium*): The existing SECC website is separate from Scott County and was developed using a web software platform that is end-of-life. The SECC website will be integrated with the Scott County website to provide long term support and comparable design and capabilities. This move will have many additional benefits including enhanced performance, security, accessibility, and the broad capabilities that an enterprise content management system like Drupal provides.

Self Service Password Reset (SSPR) (*Cost Estimate: Very Low*): Process underway to roll out Self-Service Password Reset for our users. This will reduce help desk traffic for end users seeking assistance for password resets.

Sheriff Jail Surveillance System Replacement (*Cost Estimate: Medium*): Project will replace existing surveillance camera systems in the Sheriff's Jail facilities with a newer distributed storage camera solution. The existing monolithic storage array is reaching the end of its service life and system support will be ending soon with the manufacturer. This deployment will require close cooperation with the security systems integrator to tie cameras into the jail electronics controls.

West-Side Network Ring (*Cost Estimate: High*): Project will establish a microwave backhaul path to supply redundant connectivity to locations on the west side of Scott County. This will require the associated microwave hardware for two new microwave paths and a tower lease agreement to be expanded to include the new equipment. Once completed, this ring will provide a backup path for the Waste Commission Landfill and West Lake Park locations.





**Planning & Development
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Administrative Center
600 West Fourth Street
Davenport, Iowa 52801-1106

To: Mahesh Sharma, County Administrator

From: Alan Silas, Planning & Development Specialist

Date: December 8, 2023

Re: Annual Re-Adoption of Master Matrix for review of Confined Animal Feeding Operations (CAFO)

The Board of Supervisors has historically adopted the Master Matrix to allow Scott County's participation and input in the application process for new or expanded animal confinement feeding operations. Such operations which exceed certain capacity thresholds in Scott County are reviewed by the County to ensure that they meet state requirements for approval of a state construction permit. The Iowa Department of Natural Resources (IDNR) rules require that a county annually adopt a construction evaluation resolution and submit it in the month of January to the State DNR to ensure continued participation. In order to be able to evaluate proposed sites for large confinement facilities submitted in 2024, counties must adopt these rules by resolution and notify the DNR by January 31, 2024.

The Board did not review any CAFO permits in 2023. The Board reviewed one CAFO permit in 2022 for Glenora Feed Yard for an expansion of an existing confined animal feeding operation in Liberty Township. The Board did not review any CAFO permits in 2021. The Board reviewed one CAFO permit in 2020 for Terry and Zach Ralfs for the expansion of their existing confined animal feeding operation, just south of Maysville. The Board reviewed one CAFO permit in 2019 for JT Cleona Pork and one in 2018 for JT Allens Grove Pork. Both were for new buildings for Grandview Farms feeder pig operation. The Board reviewed two CAFO permit applications each in 2017, 2016 and 2015. In 2017, the two applications were for expansions of the existing operations of Paustian Enterprises and Grandview Farms both in Hickory Grove Township. In 2015 and 2016 two different expansions of Grandview Farm's sow farm were reviewed and the other application reviewed in 2015 was for a hog finishing building on Jeff Paulsen's farm. The Board did not review any CAFO permit applications in 2014.

In 2013, the Board reviewed a CAFO expansion submitted by Dennis Kirby for his existing operation in Lincoln Township. In 2012 the Board reviewed two CAFO expansion applications for compliance with the Master Matrix, one for Grandview Farms in Sheridan Township and one for Paustian Farms in Cleona Township. In 2012, the Board also reviewed and recommended approval of a third application which was not an expansion and therefore did not have to be reviewed using the matrix criteria for the replacement of a nursery building on the Paustian farm.

The Board did not receive any proposed permits to evaluate in 2011. The year before that, 2010, the Board reviewed two applications, one submitted by Bryan Sievers for a Confined Cattle



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Feeding Operation on his family farm in Liberty Township. The other was submitted by Grandview Farms for an expansion of its existing hog confinement operation. The Board did not review any applications the year before in 2009. Previously there was one application in 2008 and 2007, and two applications for expanded CAFOs in Scott County in both 2006 and 2005 that were reviewed using the Master Matrix. Scott County also received two other applications in 2005 for expansions that were not large enough to trigger review under the Master Matrix criteria.

New or expanded confined animal feeding operations that reach IDNR established capacity thresholds in counties with adopted Master Matrix review must meet higher standards than other permitted sites. They must earn points on the master matrix by choosing a site and using practices that reduce impacts on the environment and the community. Participating counties must evaluate and make a recommendation on all construction permit applications submitted to the DNR or they forfeit the right to evaluate sites until the next sign-up period.

The Iowa DNR website <https://www.iowadnr.gov/Environmental-Protection/Animal-Feeding-Operations> also has detailed information on the Master Matrix.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE _____

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
DECEMBER 19, 2023
APPROVAL OF THE ADOPTION OF A CONSTRUCTION EVALUATION
RESOLUTION AS PROVIDED BY IOWA CODE CHAPTER 459

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

Section 1. Iowa Code section 459.304(3) sets out the procedure for a county board of supervisors to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure.

Section 2. Only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) a recommendation to approve or disapprove a construction permit application for a confinement feeding operation structure.

Section 3. Only counties that have adopted a construction evaluation resolution and submitted a recommendation will be notified by the DNR of the DNR’s decision on the permit application.

Section 4. Only counties that have adopted a construction evaluation resolution and submitted a recommendation may appeal the DNR’s decision regarding a specific application

Section 5. By adopting a construction evaluation resolution the Board of Supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the Board of Supervisors between February 1, 2024 and January 31, 2025 and submit a recommendation regarding that application to the DNR

Section 6. By adopting a construction evaluation resolution the Board of Supervisors shall conduct an evaluation of every construction permit application using the master matrix as provided in Iowa Code Section 459.305. However, the board’s recommendation to the DNR may be based on the final score on the master matrix or on other reasons as determined by the board of supervisors.

Section 7. The Scott County Board of Supervisors hereby adopts this Construction Evaluation Resolution in accordance with Iowa Code section 459.304(3) and designates the Scott County Planning and Development Department to receive such applications on behalf of the Board of Supervisors.

Section 8. This resolution shall take effect immediately.



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Administrative Center
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November 23, 2023

To: Mahesh Sharma, County Administrator
From: Alan Silas, Planning and Development Specialist
Re: Planning & Zoning Commission action on November 22, 2023 agenda item

Members Present: Armstrong, Maxwell, Piatak, Schnekloth, Steward
Members Absent: Rochau, Scheibe

1. Public Hearing – Preliminary/Final Plat, Minor Subdivision

Application from Overland Engineering (deedholder, John Groves) for approval of a minor subdivision known as RSBR Addition, to create an approximately 2.01-acre parcel from a 25.75-acre parcel, in Part of the NE $\frac{1}{4}$ of Section 2 of Buffalo Township.

The Commission voted (5-0) to recommend approval of the plat with one (1) condition in accordance with staff's recommendation. No members of the public spoke for or against the proposal.

- **Vote (recommend approval of Preliminary/Final Plat with condition): 5-0, All Ayes**
 1. The City of Davenport approved the final plat prior to approval by the Scott County Board of Supervisors.



PLANNING & ZONING COMMISSION
STAFF REPORT
NOVEMBER 22, 2023



Applicant: Overland Engineering, deedholder John Groves

Request: Final plat approval of RSBR Addition, a minor subdivision

Legal Description: Part of the NE ¼ of Section 2 of Buffalo Township

General Location: Less than a mile west of Davenport city limits; Southwest of West Lake Park; Southwest corner of the intersection of 140th Street (Highway 61) and 110th Avenue

Zoning: Commercial-Light Industrial (C-2)

Surrounding Zoning:

- North:** Commercial-Light Industrial (C-2)
- South:** Commercial-Light Industrial (C-2)
- East:** Commercial-Light Industrial (C-2)
- West:** Commercial-Light Industrial (C-2)

GENERAL COMMENTS: This request is for further subdivision of a 25.75-acre parcel. The subdivision would create a new commercial-light industrial development lot, with a development right for any principal permitted uses in C-2.

STAFF REVIEW: Staff has reviewed this request for compliance with the requirements of the Subdivision Regulations and Zoning Ordinances. This subdivision is classified as a minor plat because it creates less than five (5) lots and would not involve the extension of any new streets or other public services.

Zoning, Land Use, and Lot Layout

The proposed plat would create an approximately 2.01-acre lot from a parent parcel that appears to have been subdivided twice in the past: The parent parcel has approximately 25.75 acres remaining; one subdivided lot is approximately 1.56 acres, the other is approximately 3.85 acres. The parent parcel has been used as tilled agriculture; the other two lots are being used for commercial-light industrial operations.

Since the development is within two (2) miles of Davenport city limits, the City has extraterritorial review jurisdiction and will need to approve the final plat as well. The applicants have submitted all the necessary materials for Davenport to hold its hearings and act on a resolution to approve the plat, which is expected to be finalized on December 12, 2023.



PLANNING & ZONING COMMISSION
STAFF REPORT
NOVEMBER 22, 2023



Access and Roadway Improvements

The lot would have frontage along both 140th Street (Highway 61) and 110th Avenue, but site access would only be from 110th Avenue. The County Engineer indicated that at this point no third-party traffic studies are required, but depending on the use proposed in a subsequent Site Plan Review submittal, one may be required to determine whether additional turn lanes, traffic signals, or other controls are warranted.

Interdepartmental/Public Feedback

The County Health Department did not have concerns with this plat, but noted two (2) important items for the applicants to consider as they prepare a Site Plan Review Submittal:

1. The Health Department will require that every effort be made to connect to central water service (Iowa American Water) since it is available within a practical distance of the proposed development.
 - The applicants have submitted materials for a Site Plan Review application, which includes a site plan showing connection to central water service.
2. This site will need to be served by a private septic system, which will require the applicants to create a large enough parcel to have space to install a properly-sized system relative to the proposed development. More specifically:
 - Jack Hoskins, Environmental Health Specialist: “Based off of the last Dollar General that I had to size, the bare minimum area of undisturbed, usable ground between the building and the property line, would be 50’ by 100’. This would not include the area needed for the septic tank. This estimation would also only apply if the system can be laid out perfectly, which is hardly ever the case. My advise to them would be to make sure they acquire enough land, and layout the facility in such a way that there will be enough usable area, which will not be cut or filled or compacted during the construction process, to install a proper septic system.”

The County Assessor and County Auditor did not have any comments with this request.

Staff has mailed notification to the adjacent property owners within five hundred feet (500’) of this property regarding this subdivision request. Staff has not, as of yet, received any calls or comments.



PLANNING & ZONING COMMISSION
STAFF REPORT
NOVEMBER 22, 2023



RECOMMENDATION: Staff recommends that the Final Plat for RSBR Addition be approved with one (1) condition:

1. The City of Davenport approve the final plat prior to approval by the Scott County Board of Supervisors

Submitted by:
Alan Silas, Planning & Development Specialist
November 17, 2023

PLANNING & DEVELOPMENT

600 West Fourth Street

Davenport, Iowa 52801-1106

Office: (563) 326-8643 Fax: (563) 326-8257

Email: planning@scottcountyiowa.gov

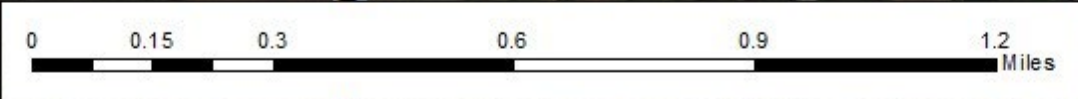
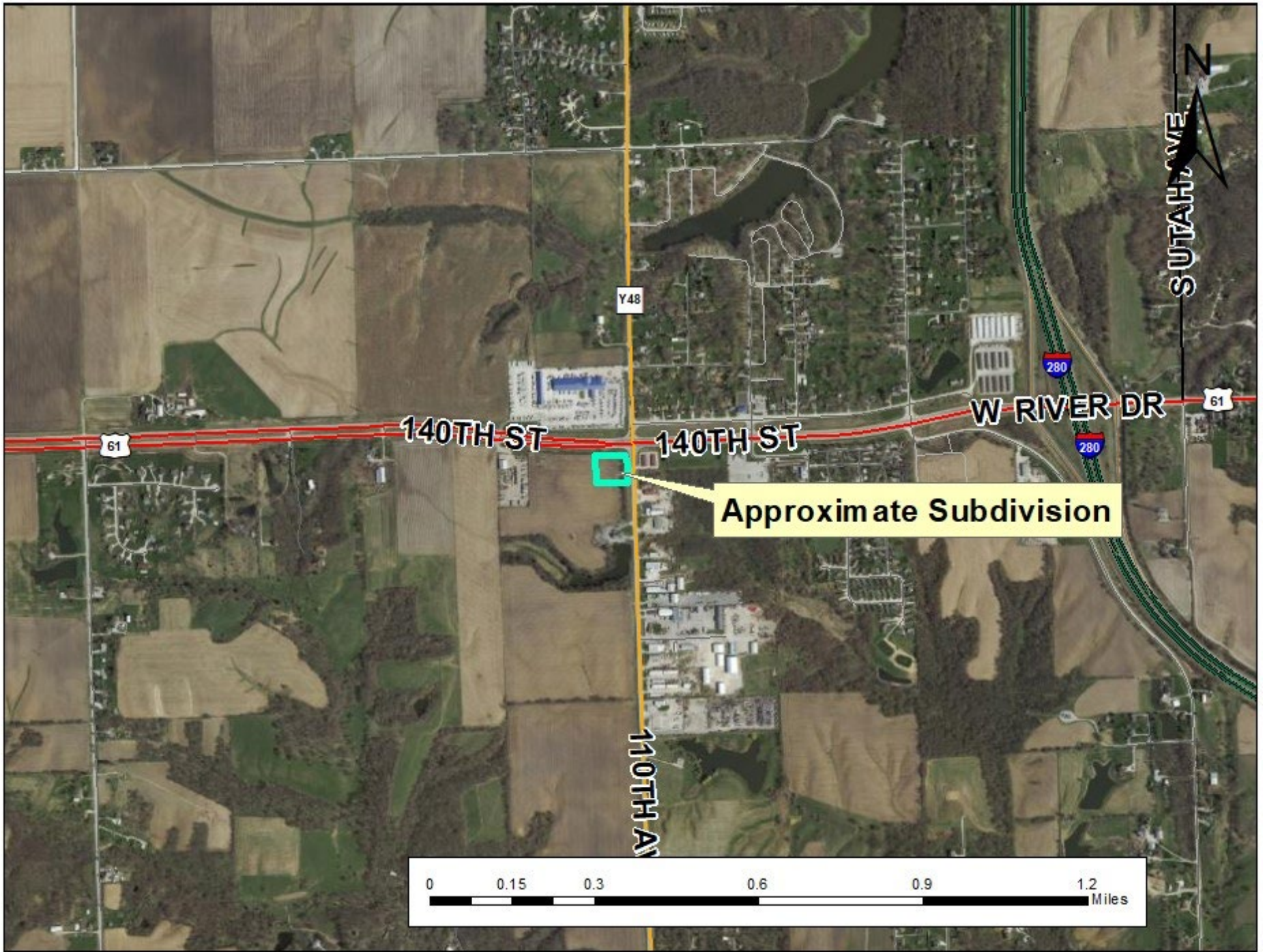


**NOTICE OF BOARD OF SUPERVISORS
PUBLIC HEARING FOR A FINAL PLAT OF A MINOR SUBDIVISION**

Public Notice is hereby given as required by Section 9-16 of the County Code (Subdivisions), that the Scott County Board of Supervisors will hold a public hearing for a sketch plan/final plat of a minor subdivision known as **RSBR Addition** at a public meeting on **Tuesday, December 19, 2023 at 4:30 PM**. The meeting will be held in the **1st Floor Board Room of the Scott County Administrative Center, 600 West 4th Street, Davenport, Iowa 52801**.

The Board of Supervisors will hear the request of **Overland Engineering (deedholder, John Groves)** for approval of a minor subdivision to create an approximately 2.01-acre parcel from a 25.75-acre parcel, in Part of the NE $\frac{1}{4}$ of Section 2 of Buffalo Township (Parcel ID 720207008). The Planning and Zoning Commission voted (5-0) to recommend approval of the subdivision plat at a public hearing on November 22, 2023.

If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West Fourth Street, Davenport, Iowa 52801, (563) 326-8643, or attend the meeting.



Approximate Subdivision

SUTAHOME
N

Y48

140TH ST

140TH ST

W RIVER DR

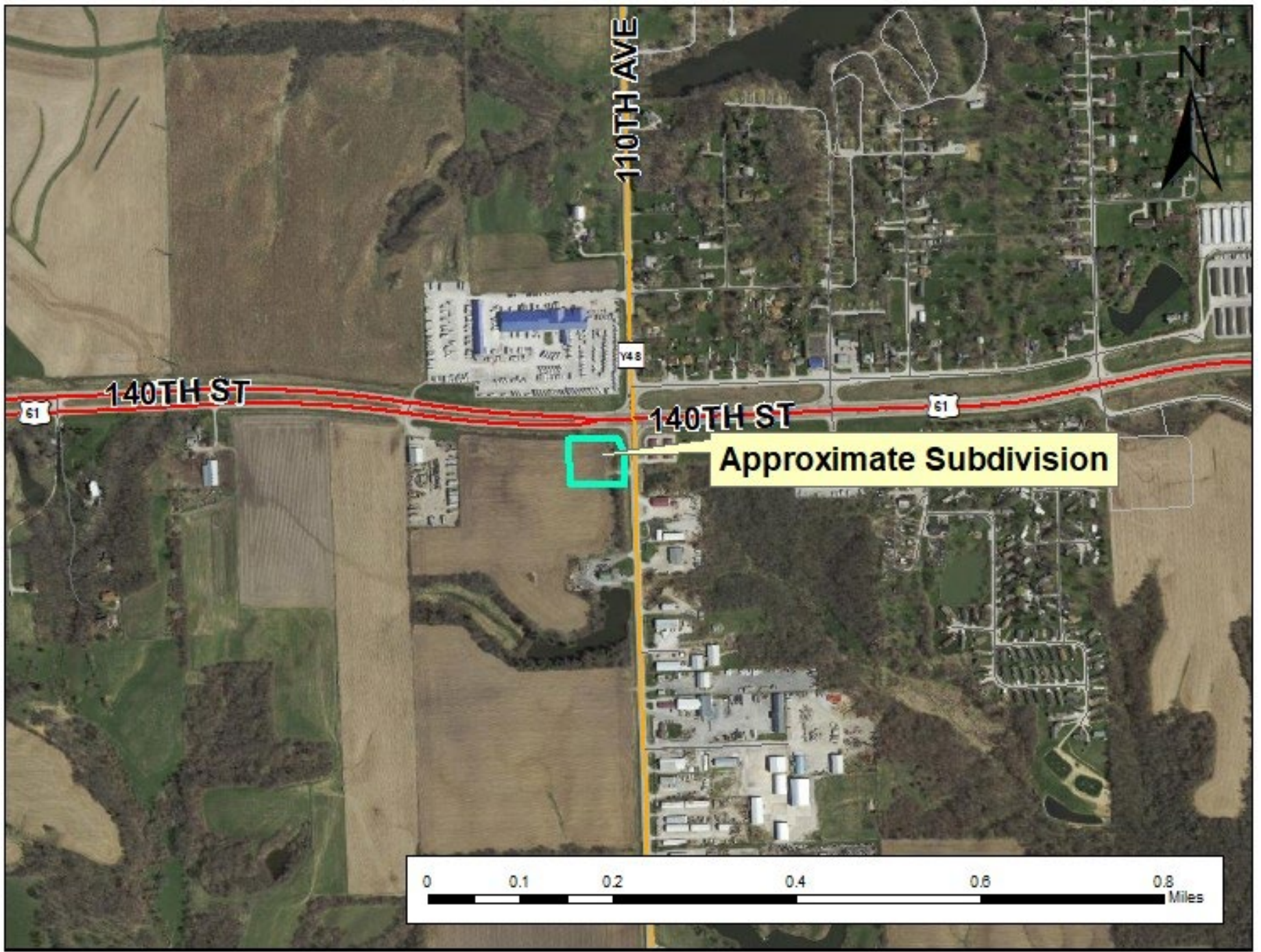
61

61

280

280

110TH AV

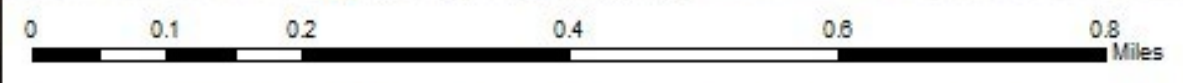


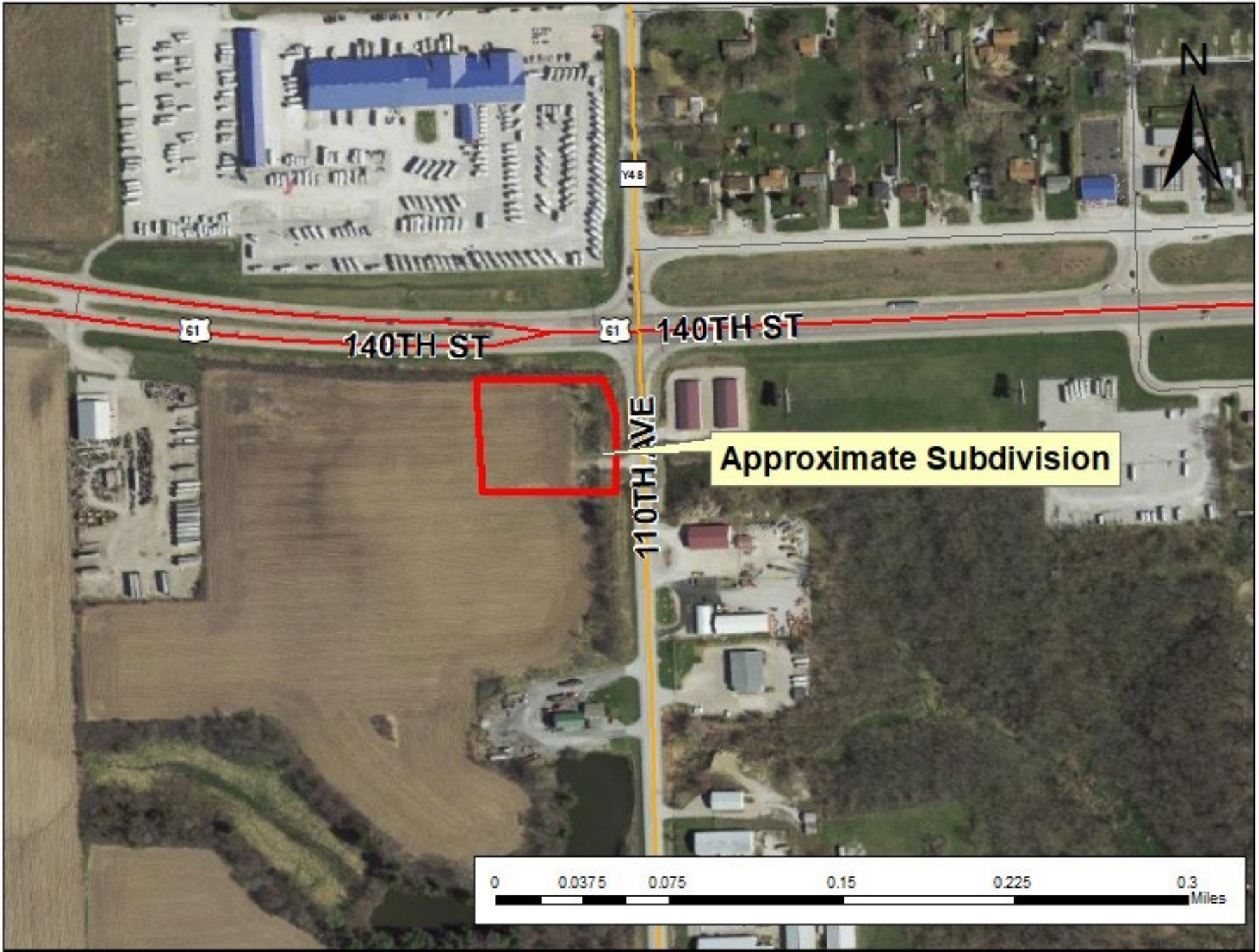
110TH AVE

140TH ST

140TH ST

Approximate Subdivision





N

Y48

61

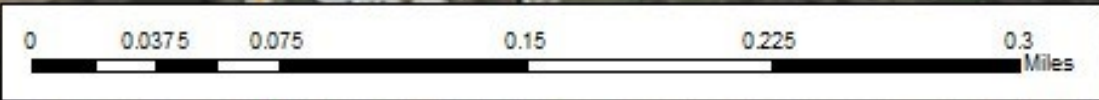
140TH ST

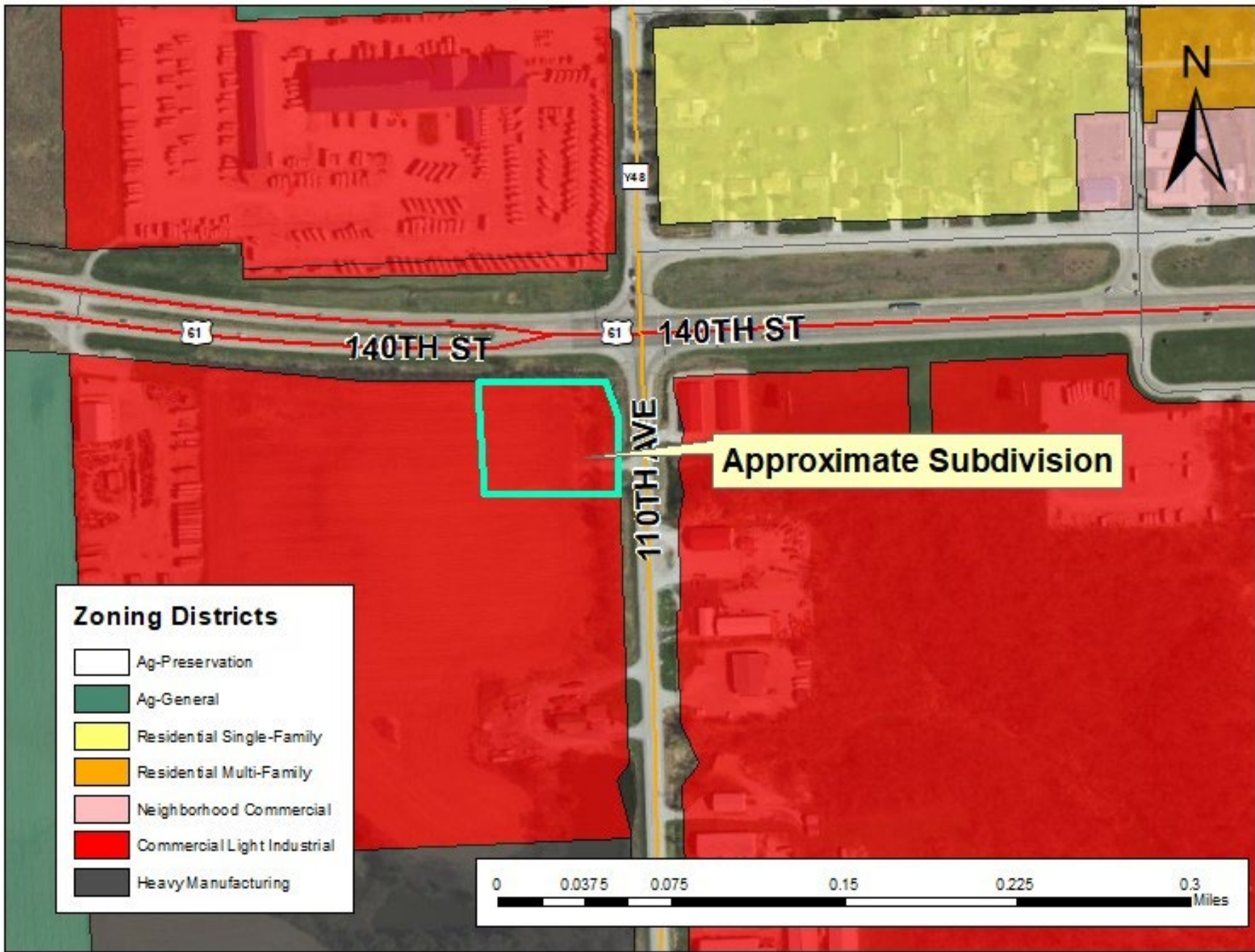
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140TH ST

110TH AVE

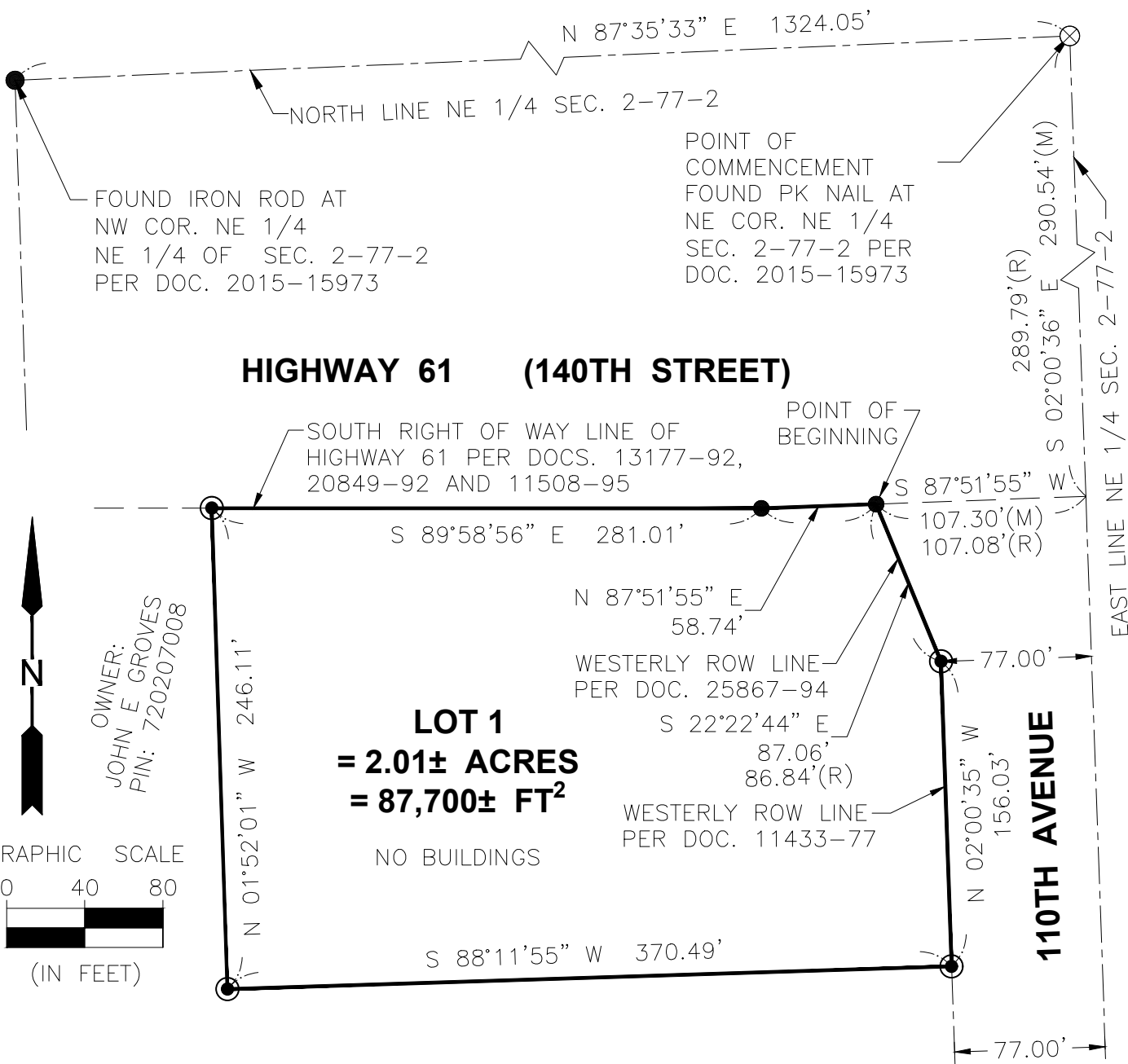
Approximate Subdivision





FINAL PLAT RSBR ADDITION

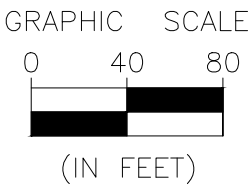
PART OF THE NORTHEAST 1/4 OF SECTION 2
TOWNSHIP 77 NORTH RANGE 2 EAST OF THE
5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA
SEPTEMBER, 2023



OWNER:
JOHN E GROVES
PIN: 720207008

LOT 1
= 2.01± ACRES
= 87,700± FT²

NO BUILDINGS



SUBDIVIDER:
John E. Groves
4222 E. 59TH ST.
Davenport, IA 52807

This Plat meets subdivision and zoning requirements for Scott County, Iowa. Scott County Plan & Development Director.

Signed: _____

Date: _____

Mediacom Date: _____

Iowa-American Water Co. Date: _____

Century Link Date: _____

MidAmerican Energy Date: _____
Approved Subject to Encumbrances of Record by MidAmerican

LEGEND

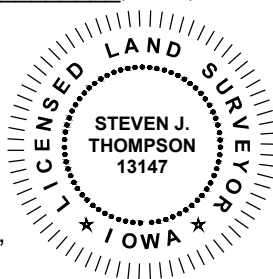
- BOUNDARY OF SURVEY
- BUILDING SETBACK LINES
- RECOVERED 5/8" IRON ROD (CAPPED)
- SET 5/8" IRON ROD

SURVEYOR'S CERTIFICATE

I hereby certify that this map or plat and the survey on which it is based were made under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Dated this 13th day of October, A.D., 2023.

Steven J. Thompson



Bearings are based on Iowa State Plane Coordinate System, South Zone, (2011 Adjustment)

DRAWN BY: KED	DATE: 10/12/2023
CHECKED BY: TWE	SCALE: 1"=80'
CAD: P8021.00.DWG	FILE NO.: :



PREPARED BY/RETURN TO:
CHAMLIN & ASSOCIATES
218 W. LAFAYETTE ST.
OTTAWA, ILLINOIS 61350
815-434-7225

CHAMLIN & ASSOCIATES, INC. © 2021 Drawing Name: C:\Users\Teshleman\AppData\Local\Microsoft\Windows\Content.Outlook\{PZDWOLD}\FINAL PLAT DAVENPORT IA DG Rev 10-13-23 (002).dwg Last Modified: Monday, October 16, 2023 1:53:15 PM Plotted On: Thursday, October 19, 2023 6:59:12 AM by Ty Eshleman

SURVEYOR'S FINAL PLAT CERTIFICATE

I, Steven J. Thompson, hereby certify that I am a duly Registered Land Surveyor, licensed in compliance with the laws of the State of Iowa; that this plat of RSB ADDITION, located in Scott County, Iowa, correctly represents a survey completed by me on October 12, 2023; that, as required by Chapters 354 & 355 of the Iowa Code, monuments do exist or shall be placed within one year from the date the subdivision is recorded and are accurately shown; that the correct legal description of said plat is as follows:

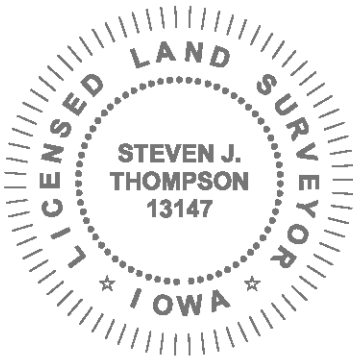
Part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa described as follows:
Commencing at the Northeast Corner of said Northeast; thence South 02°00'36" East 290.54 feet to the South Right of Way line of US Highway 61 as described in document number 13177-92 as recorded in the Office of the Scott County Recorder; thence South 87°51'55" West 107.30 feet along said South Right of Way line to the Northwest Corner of property taken for road right of way purposes described in Warranty Deed recorded August 31, 1994 as Document Number 25867-94 in the Scott County Recorder's Office, said point also being the Point of Beginning; thence South 22°22'44" East 87.06 feet along said Right of Way line; thence South 02°00'35" East 156.03 feet along the West Right of Way line of 110th Avenue as described in Document Number 11433-77 as recorded in said office; thence South 88°11'55" West 370.49 feet; thence North 01°52'01" West 246.11 feet to the South Right of Way line of said US Highway 61; thence South 89°58'56" East 281.01 feet along said Right of Way line; thence North 87°51'55" East 58.74 feet to the Point of Beginning.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

10-16-2023
Date

Steven J. Thompson
License Number 13147

My license renewal date is December 31, 2024.
Pages or sheet covered by this seal: One



DEDICATION OF OWNER

This is to certify that the annexed Plat and Subdivision to be known as Lot 1 of the Final Plat of RSBR Addition located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa, is hereby made with the free consent of John E. Groves, as owner and proprietor of the real estate described upon the foregoing and attached Plat and the Surveyor's Certificate thereto attached and certifies that said Plat is made in accordance with the desire of said proprietor.

All streets shown and not heretofore dedicated are hereby dedicated to the City of Davenport for street purposes. A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the areas shown on the plat and marked as Easement, to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires with all necessary braces, guys, anchors, manholes and other equipment for the purpose of serving the subdivision and other property with the underground telephone, storm sewer, cable television, electric, gas, sanitary sewer, water or other service as a part of the respective utility systems; (Further, an overhead easement is hereby granted for those overhead utilities in existence at the time of this platting); also is granted, subject to the prior rights of the public therein, the right to use the streets and lots with underground service lines to serve adjacent lot and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "Easement", but same may be used for gardens shrubs, landscaping and other purposes that does not then or later interfere with the aforesaid uses and the rights herein granted.

All lots in said Subdivision shall be subject to the C2 Commercial and Light Industrial District requirements of the Zoning Ordinance of the City of Davenport, Iowa.

Witness our hands and seals this _____ day of _____, 2023.

John E. Groves

State of _____, _____ County, ss:

On this _____, day of _____ 2023, before, me the undersigned a Notary Public in and for said State, personally appeared John E. Groves to me personally known, who being by me duly sworn, did say that he is the Owner of the property and that he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public

CERTIFICATE OF COUNTY TREASURER

I, _____, Treasurer of Scott County, Iowa, do hereby certify that I have examined the records of said County and find that the land hereinabove described and laid out into lots on the attached Plat and designated as Lot 1 of the Final Plat of RSBR Addition located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa, is free from taxes as of this date.

Dated at Davenport, Iowa, this _____ day of _____, 2023.

Treasurer of Scott County, Iowa

Parcel #720207008

By _____

APPROVAL OF SUBDIVISION PLAT NAME BY SCOTT COUNTY AUDITOR

Date _____

The Scott County Auditor's Office has reviewed the final plat of: Lot 1 of the Final Plat of RSBR Addition located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa.

Pursuant to Iowa Code §354.6(2) and §354.11(6), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed _____
County Auditor of Scott County, Iowa

CERTIFICATE OF ATTORNEYS

We, Whitfield & Eddy P.L.C., do hereby certify that, in our opinion the fee simple title to the real estate described in the Certificate of Steven J. Thompson, Registered Land Surveyor, as indicated on the Plat of Lot 1 of the Final Plat of RSBR Addition located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa, is in John E. Groves, and said real estate is free from all liens and encumbrances.

Dated at Davenport, Iowa this _____ day of _____, 2023.

Whitfield & Eddy P.L.C.

By _____

ACCEPTANCE BY CITY OF DAVENPORT, IOWA

We, _____, Mayor, and _____, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that the following resolution was adopted by the City Council of the City of Davenport, Iowa, at a regular meeting held on _____ day of _____, 2023 to-wit:

"RESOLVED that the City Council of the City of Davenport, Iowa, that the Plat of Lot 1 of the Final Plat of RSBP Addition located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa, as filed with the City Clerk by RSBP Properties, be and the same is hereby approved and accepted; and the dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed and the Mayor and Deputy City Clerk of said City be and they are hereby authorized and directed to certify the adoption of this resolution on said plat as required by law."

Dated at Davenport, Iowa, this _____ day of _____, 2023.

Mayor of the City of
Davenport, Iowa

Attest:

HOLD HARMLESS AGREEMENT

The undersigned developer, subject to Lot 1 of the Final Plat of RSBR Addition located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 77 North, Range 2 East of the 5th Principal Meridian, Scott County, Iowa, agrees to hold harmless the City of Davenport from any damages, claims or suits resulting from any construction or development of the owner and/or subdivider from the date of the acceptance of said plat to and including the completion of any and all improvements made thereto.

Dated this _____ day of _____, 2023.

Owner

State of _____, _____ County, ss:

On this _____, day of _____ 2023, before, me the undersigned a Notary Public in and for said State, personally appeared John E. Groves to me personally known, who being by me duly sworn, did say that he is the Owner of the property and that he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public

CERTIFICATE OF APPROVAL BY SCOTT COUNTY

I, Ken Beck, Chairman of the Scott County Board of Supervisors, do hereby certify that said Board adopted a Resolution on December 19, 2023 in which it approved the Final Plat of **RSBR Addition** as follows:

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

Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 19th day of December, 2023, considered the final plat of **RSBR Addition**. Said plat is a subdivision in Part of the NE ¼ of Section 2, T77N R2E (Buffalo Township) in Scott County, Iowa. The Scott County Board of Supervisors, having found said plat to be in substantial compliance with the provisions of Chapter 354, Code of Iowa and the Scott County Subdivision Ordinance, does hereby approve the final plat of **RSBR Addition**.

Section 2. The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

Section 3. This Resolution shall take effect immediately.

Signed this 19th day of December, 2023

SCOTT COUNTY, IOWA

BY: _____
Ken Beck, Chair

ATTESTED BY: _____
Kerri Tompkins, Auditor

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 19, 2023
APPROVING THE FINAL PLAT OF RSBR ADDITION

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

Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 19th day of December, 2023, considered the final plat of **RSBR Addition**. Said plat is a subdivision in Part of the NE ¼ of Section 2, T77N R2E (Buffalo Township) in Scott County, Iowa, and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the final plat of said subdivision.

Section 2. The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

Section 3. This Resolution shall take effect immediately.



**Planning & Development
Scott County, Iowa**

Email: planning@scottcountyiowa.gov
Office: (563) 326-8643
Fax: (563) 326-8257

Administrative Center
600 West Fourth Street
Davenport, Iowa 52801-1106

December 6, 2023

To: Mahesh Sharma, County Administrator
From: Alan Silas, Planning and Development Specialist
Re: Planning & Zoning Commission action on December 5, 2023 agenda item

Members Present: Armstrong, Piatak, Rochau, Scheibe, Schnekloth, Steward
Members Absent: Maxwell

1. Public Hearing – Future Land Use Map Amendment

Application from Riverstone Group, Inc. to remove the “To Be Annexed (Prior to Development)” designation from a certain portion of Scott County’s adopted Future Land Use Map, in Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township.

The Commission voted (5-0, with Armstrong recusing) to recommend denial of the Future Land Use Map amendment in accordance with staff’s recommendation. Brian Dockery (Riverstone Group, Inc.) was present with legal counsel. Three (3) members of the public spoke in opposition to the request: Matt Werderitch (City of Davenport, Planner II), Thomas Hepner (2626 East Central Park Avenue, Davenport), and Gerald Moeller (1540 Broadview Drive, Bettendorf; deed holder of Scott County Parcel 933507014 adjacent to subject property).

The applicants have three (3) courses of action:

1. Abandon the Future Land Use Map Amendment request by not forwarding the Commission’s recommendation to deny to the Board of Supervisors
 2. Forward the Commission’s recommendation to deny to the Board of Supervisors for a public hearing on the Future Land Use Map Amendment request by the Board
 3. Abandon the Future Land Use Map Amendment request by not forwarding the Commission’s recommendation to deny to the Board of Supervisors, and submitting a petition to rezone the property without the Future Land Use Map having been amended
- **Vote (recommend denial of Future Land Use Map Amendment): 5-0, All Ayes (Armstrong recusing)**

December 8, 2023 update: The applicants will be taking course #2 and part of course #3. The Board will have a public hearing on December 19, 2023 on the Future Land Use Map amendment with a Planning and Zoning Commission recommendation to deny. The Planning and Zoning Commission will have a public hearing on January 2, 2024 on a rezoning petition to rezone the subject property from Agricultural-General (A-G) to Industrial (I) regardless of what action the Board takes.



PLANNING & ZONING COMMISSION
STAFF REPORT
DECEMBER 5, 2023



Applicant: Riverstone Group, Inc.

**ORIGINAL NOVEMBER 22, 2023
HEARING POSTPONED**

Request: Remove “To Be Annexed” designation from a certain portion of Scott County’s adopted Future Land Use Map

Legal Description: Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township
Scott County Tax Parcels 933505001 and 933521001

General Location: Within the area east of the Davenport airport and north of Interstate 80, known as Mount Joy.

Zoning/Future

Land Use: Agricultural-General (A-G) / “To Be Annexed”

**Surrounding Zoning/
Future Land Use Designation:**

North: *City of Davenport, Heavy Industrial (I-2)*

South: *City of Davenport, Light Industrial (I-1)*

East: Agricultural-General (A-G) and Single-Family Residential (R-1) /
“To Be Annexed” and No Future Land Use designation

West: *City of Davenport, Light Industrial (I-1)*

GENERAL COMMENTS: Local governments that enforce zoning tend to have two core guiding documents: The Comprehensive Plan and the Zoning Ordinance. The Comprehensive Plan is more of a policy statement or a vision statement, detailing how the jurisdiction views and intends to enforce its zoning more broadly. The Zoning Ordinance is the actual code, containing specific laws that, in theory, fit in with the policy goals described in the Comprehensive Plan.

A main element of any Comprehensive Plan is a Future Land Use Map, which can visually convey a future vision for zoning within a jurisdiction. They most often include designations for certain land uses, such as residential, commercial, or industrial, which are overlaid on existing zoning and/or land use maps to show where those land uses would generally be appropriate as the jurisdiction continues to develop. Scott County’s Future Land Use Map is unique in a couple of ways: First, since Scott County’s Comprehensive Plan states clearly that the majority of development is to occur within established cities, the vast majority of the County’s agricultural land area is shown on the Future Land Use Map as unchanged, or without any designation. Second, and in conjunction with the idea that development



PLANNING & ZONING COMMISSION
STAFF REPORT
DECEMBER 5, 2023



should occur within cities, some areas of Scott County adjacent to city limits are shown as “To Be Annexed (Prior to Development).”

According to the Comprehensive Plan: This “To Be Annexed (Prior to Development)” designation is meant to imply that such property should be considered for annexation prior to development only if and when the property is proposed for development. If, for whatever reason, the adjacent city cannot or does not annex such property then the rezoning under the County’s jurisdiction may be considered.

The applicant initially approached Scott County with a petition to rezone the parcels listed above from Agricultural-General (A-G) to Industrial (I). Since one of the main review criteria for rezoning requests as laid out in the County’s adopted Land Use Policies is “Compatibility with the Future Land Use Map,” and the subject parcels are designated “To Be Annexed (Prior to Development)” on the Future Land Use Map, staff indicated to the applicant that the process to rezone would need to begin with a petition to revise to the Future Land Use Map to remove the “To Be Annexed” designation if the applicant did not wish to pursue annexation with the City of Davenport.

Since the applicant does not wish to pursue annexation, the applicant is petitioning to revise the Future Land Use Map. Therefore, the question before the Commission is ultimately, “Should this area on the map be annexed prior to development?”

Interdepartmental/Public Feedback

All entities that are typically notified of a rezoning request were notified of this request, including the County Engineer, County Health Department, Soil Conservation Service (SCS) District Conservationist, Bi-Site Regional Commission, and the adjacent/nearby city with extraterritorial review authority, which in this case is the City of Davenport. Legal notices were also sent to property owners within five hundred feet (500’) feet of the subject property, and the notice was published in the November 29, 2023 edition of the *North Scott Press*. *The original notice was published in the November 15, 2023 edition.*

The County Health Department, SCS District Conservationist, and Bi-State Regional Commission did not provide official comment for this request.

The County Engineer prepared a letter of support for the rezoning and the applicant’s ultimate vision for the property, but did not comment on whether the Future Land Use Map should be amended for the development to take place within the County’s jurisdiction. That letter is enclosed with this report.



PLANNING & ZONING COMMISSION
STAFF REPORT
DECEMBER 5, 2023



The City of Davenport was notified by the County when the initial rezoning application was submitted, and immediately set all their processes in motion for the City to respond to that request. Therefore, the County received several letters and phone calls from residents and users of the adjacent airport to oppose the rezoning. The City also sent the County a formal opposition letter responding directly to the Future Land Use Map amendment request dated November 15, 2023. That letter is also enclosed with this report as well as the opposition letters received from the public.

STAFF REVIEW: Scott County has historically amended its Future Land Use Map every few years to reflect changes in the Comprehensive Plan and to ensure the map is serving the County as it should. Very rarely has the County received or responded to requests from landowners to amend the map, and even more rarely has the County approved such requests. The reason being, the Comprehensive Plan is overtly clear about two things: The County's zoning should protect prime agricultural land, and the majority of development should occur within cities.

If the question is, "Should this area on the map be annexed prior to development?," the answer is, "Development should occur within cities."

RECOMMENDATION: Staff recommends that the request to amend the Future Land Use Map to remove the "To Be Annexed" designation be denied.

Submitted by:
Alan Silas, Planning & Development Specialist
November 17, 2023
Updated December 1, 2023

PLANNING & DEVELOPMENT

600 West Fourth Street
Davenport, Iowa 52801-1106
Email: planning@scottcountyiowa.gov
Office: (563) 326-8643



**NOTICE OF BOARD OF SUPERVISORS
PUBLIC HEARING FOR FUTURE LAND USE MAP AMENDMENT**

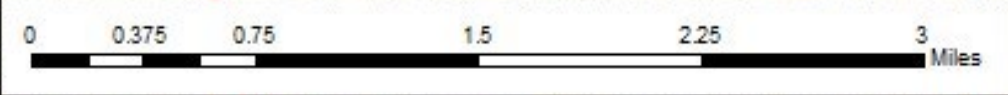
In accordance with Section 6-33 of the Revised Zoning Ordinance for unincorporated Scott County, the Board of Supervisors will review a proposed Future Land Use Map amendment on **Tuesday, December 19, 2023 at 4:30 P.M.** This notice is being sent to property owners of record within 500 feet of the approximate area in question and appropriate County officials. The meeting will be held in the **1st Floor Board Room of the Scott County Administrative Center, 600 West 4th Street, Davenport, Iowa 52801.**

The Board of Supervisors will hear the request of **Riverstone Group, Inc.** to amend the Future Land Use Map for an area in Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township (Scott County Tax Parcels 933505001, 933521001). The area is currently designated "To Be Annexed (Prior to Development)." The applicant is requesting to have that designation removed. The Future Land Use Map amendment in and of itself will *not* allow development on the site. The Planning and Zoning Commission took public comment and voted (5-0) to recommend denial of the request at its December 5, 2023 meeting.

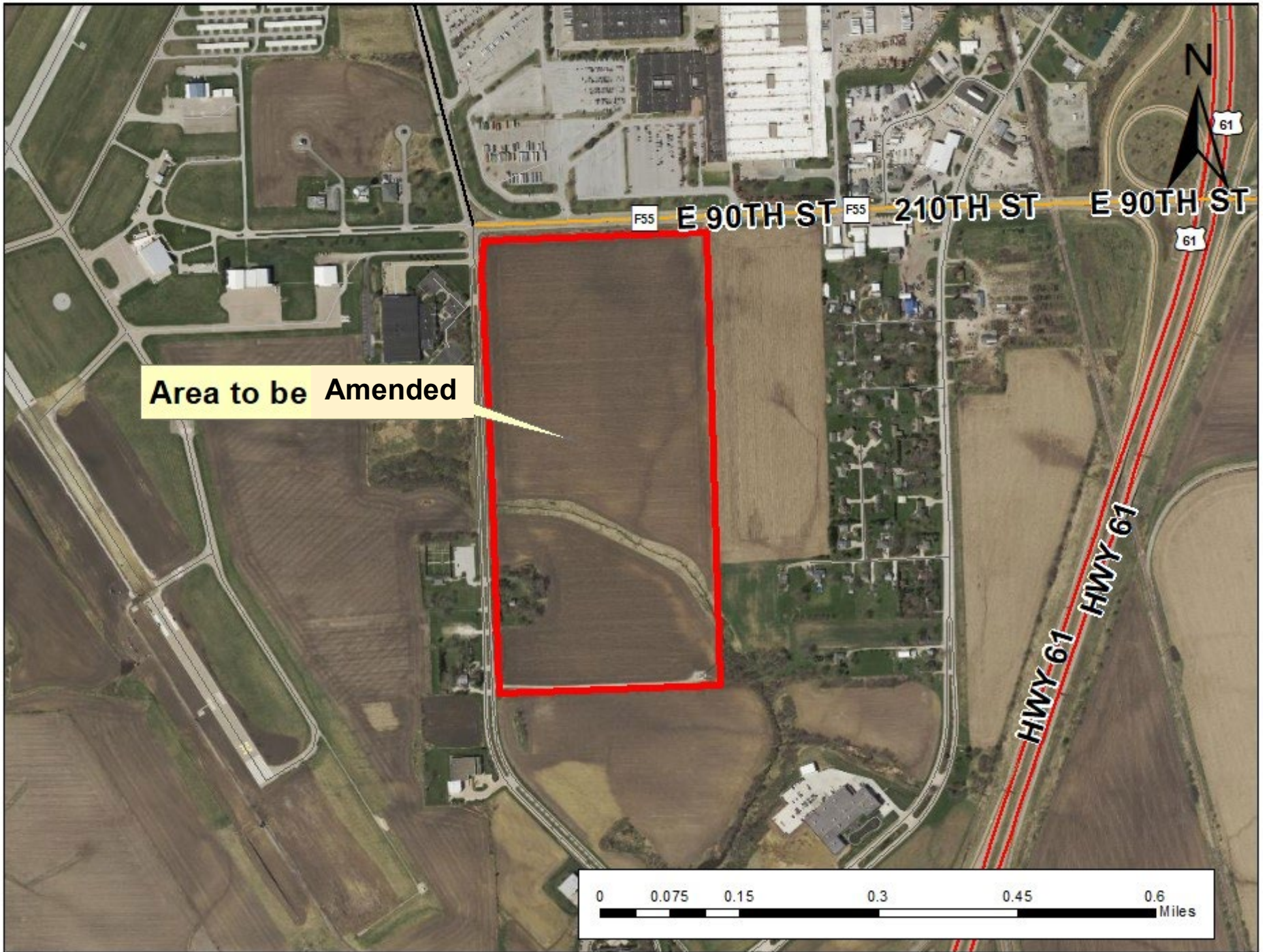
If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West Fourth Street, Davenport, Iowa 52801, (563) 326-8643, planning@scottcountyiowa.gov, or attend the meeting.



Area to be Amended

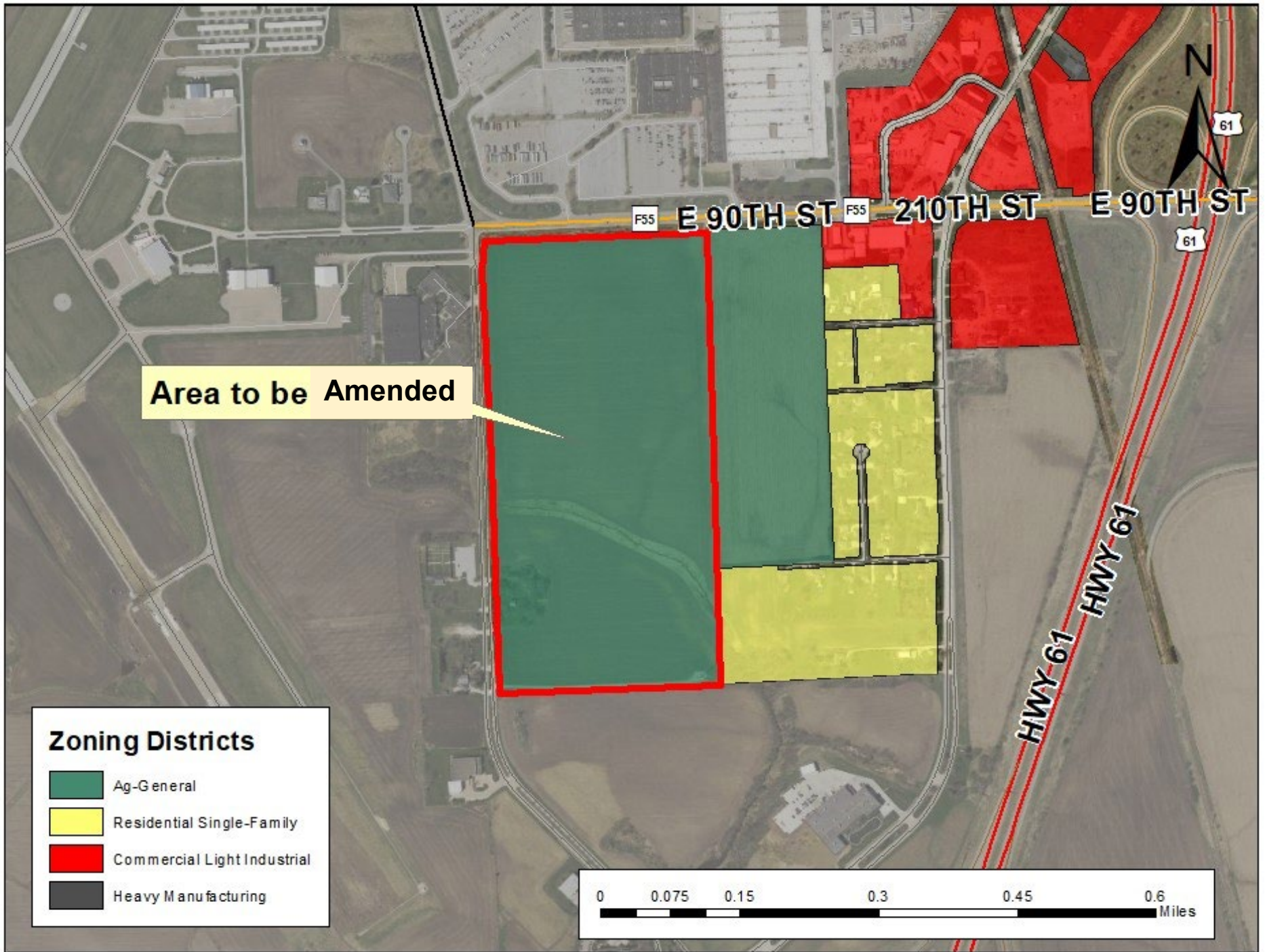


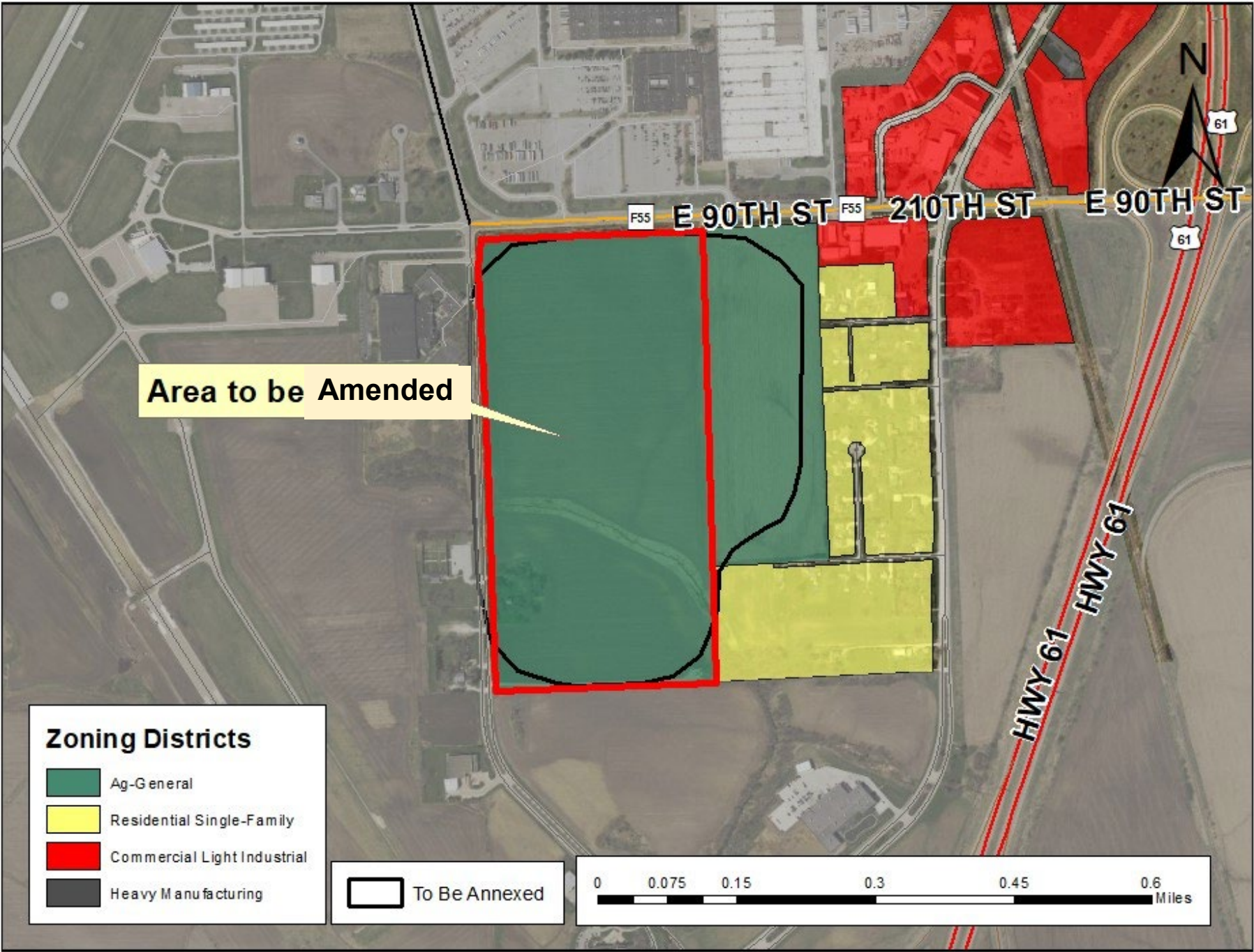


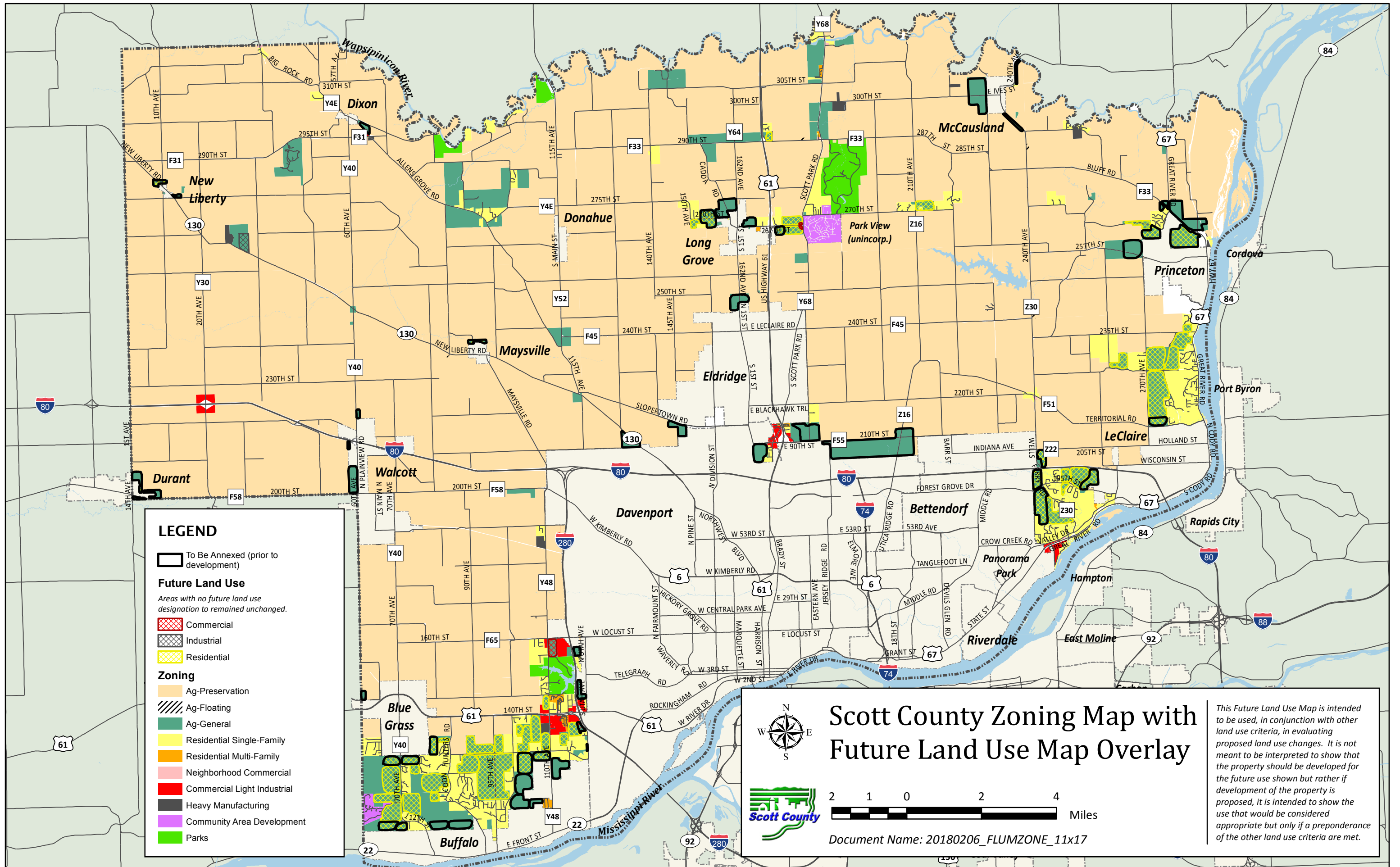


Area to be Amended

0 0.075 0.15 0.3 0.45 0.6 Miles







LEGEND

To Be Annexed (prior to development)

Future Land Use
 Areas with no future land use designation to remained unchanged.

Commercial

Industrial

Residential

Zoning

Ag-Preservation

Ag-Floating

Ag-General

Residential Single-Family

Residential Multi-Family

Neighborhood Commercial

Commercial Light Industrial

Heavy Manufacturing

Community Area Development

Parks

Scott County Zoning Map with Future Land Use Map Overlay

2 1 0 2 4 Miles

Document Name: 20180206_FLUMZONE_11x17

This Future Land Use Map is intended to be used, in conjunction with other land use criteria, in evaluating proposed land use changes. It is not meant to be interpreted to show that the property should be developed for the future use shown but rather if development of the property is proposed, it is intended to show the use that would be considered appropriate but only if a preponderance of the other land use criteria are met.



Scott County Zoning Map with Future Land Use Map Overlay

Inset Areas

LEGEND

To Be Annexed (prior to development)

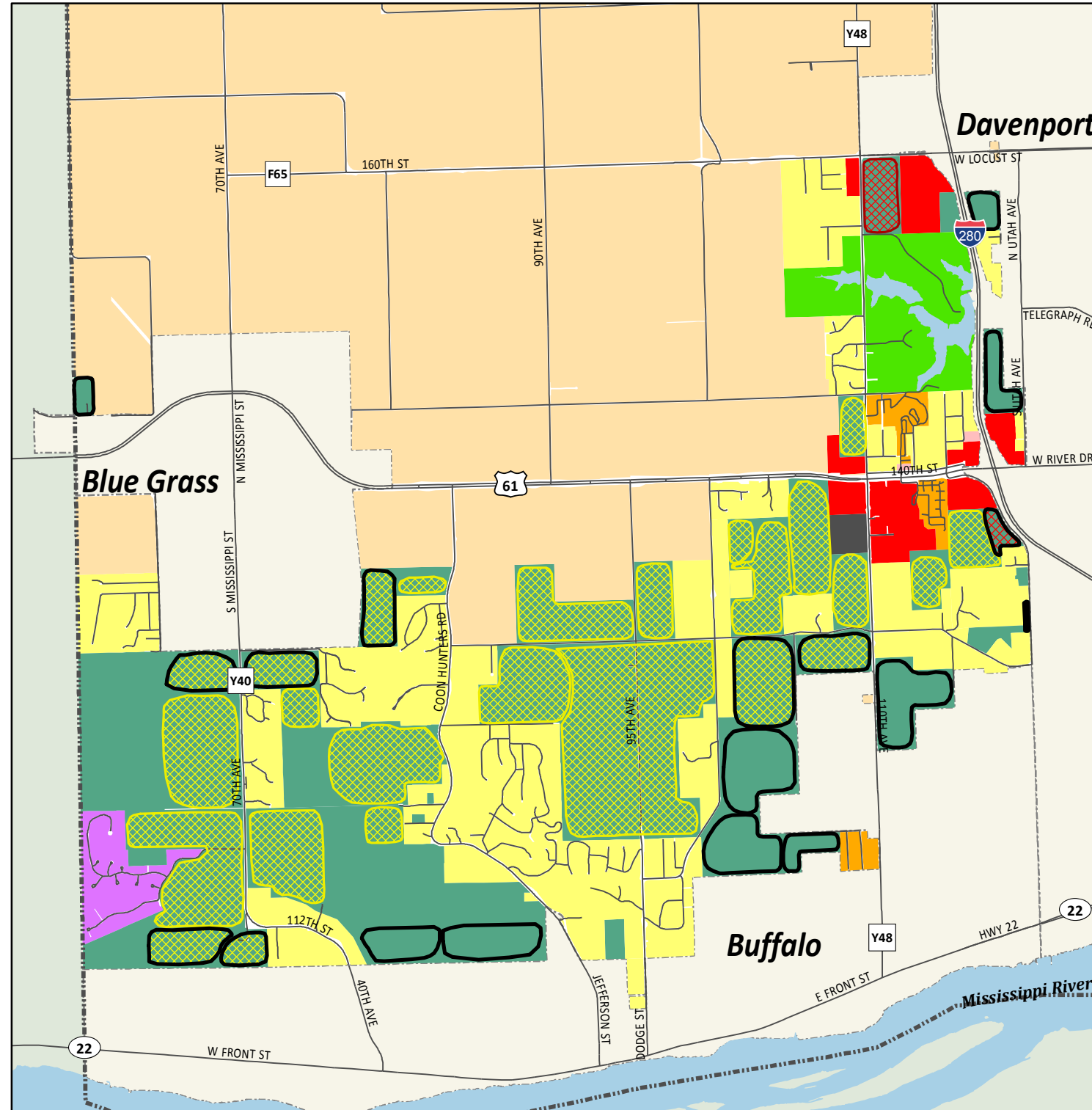
Future Land Use
Areas with no future land use designation to remained unchanged.

- Commercial
- Industrial
- Residential

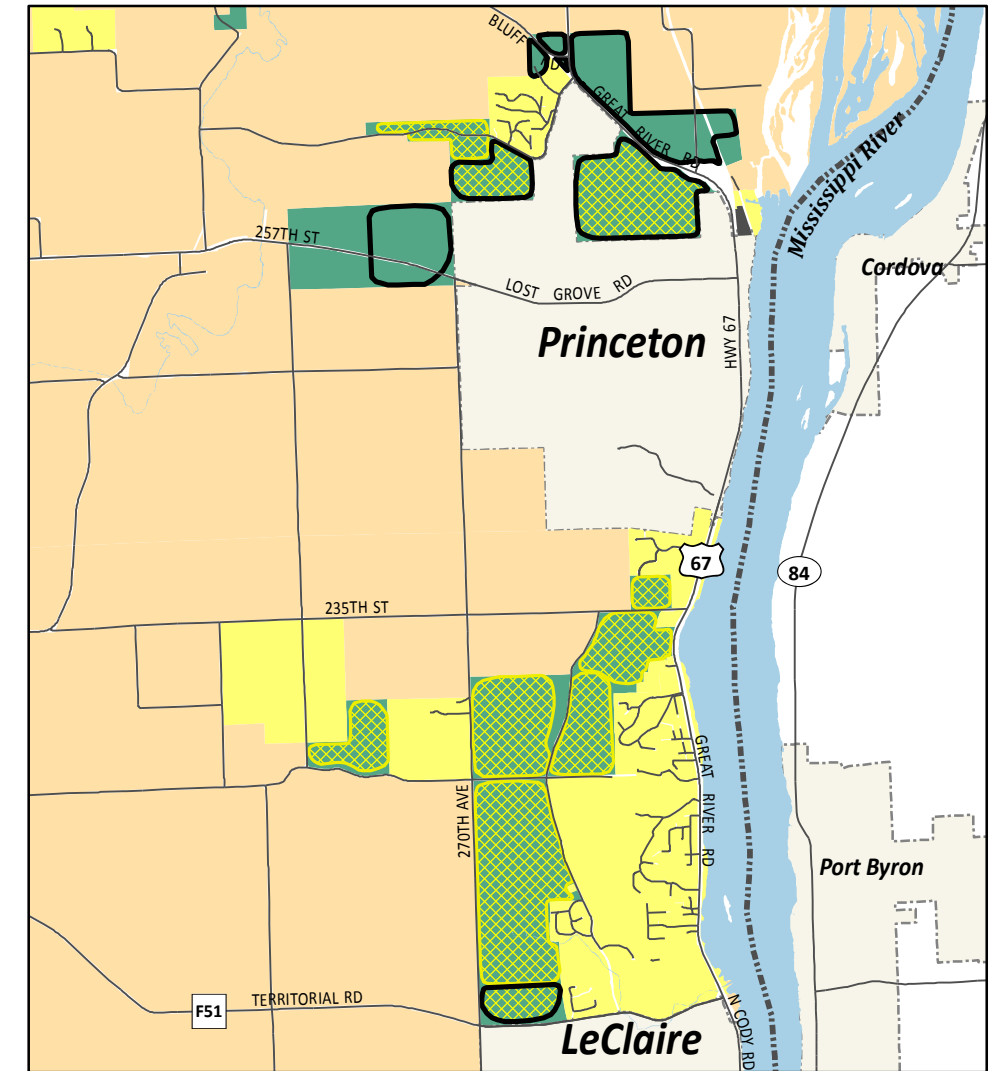
Zoning

- Ag-Preservation
- Ag-Floating
- Ag-General
- Residential Single-Family
- Residential Multi-Family
- Neighborhood Commercial
- Commercial Light Industrial
- Heavy Manufacturing
- Community Area Development
- Parks

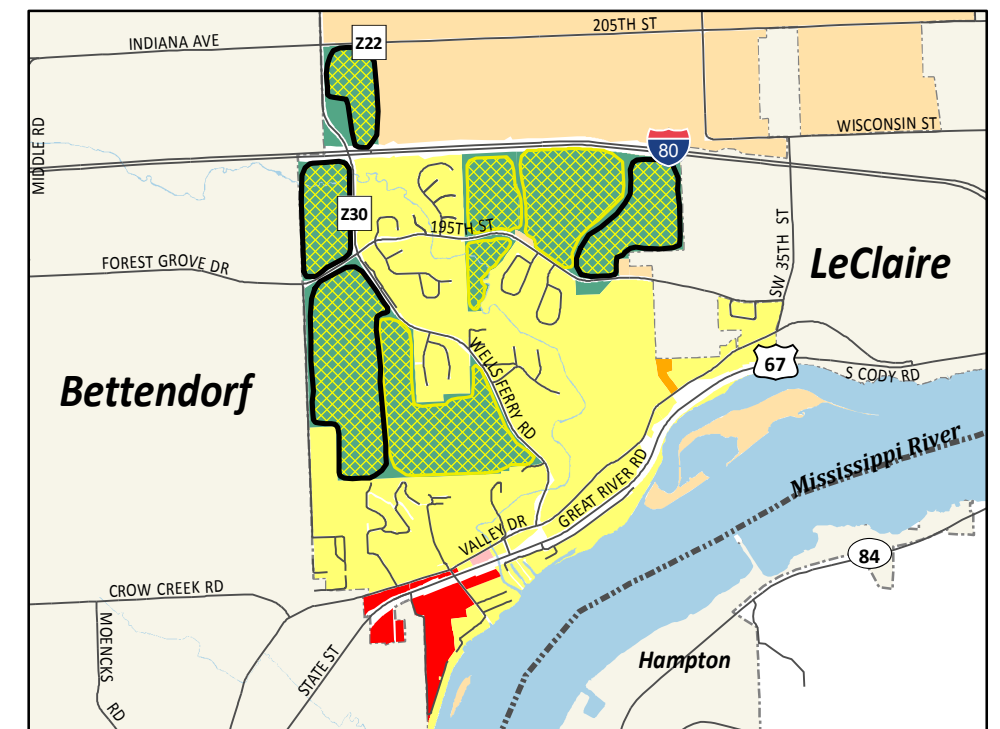
Document Name:
20180206_FLUMZONE_11x17_Inset



Buffalo/Blue Grass Inset



LeClaire/Princeton Inset



Pleasant Valley Inset

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640

FAX – (563) 328-4173

E-MAIL - engineer@scottcountyiowa.gov

WEB SITE - www.scottcountyiowa.gov



ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

October 25, 2023

Planning and Zoning Commission
Scott County Administrative Center
600 W. 4th Street
Davenport, IA 52801

Dear Planning and Zoning Commissioners:

I write today in strong support of the proposed construction of a Riverstone Group asphalt plant and concrete recycling yard at the southeast corner of the intersection of 210th Street (E. 90th Street) and 165th Avenue (Harrison Street). The addition of an asphalt plant and concrete recycling yard located in central Scott County would greatly benefit our department's road maintenance operations.

The Scott County Secondary Roads Department maintains 225 miles of paved roads and of those roads, 211 miles are asphalt surfaced. Annually, we spend approximately \$250,000 on asphalt maintenance patching with our staff and equipment.

We typically purchase asphalt from asphalt plants that are located in Milan, Illinois; southwest Davenport, Iowa; and Camanche, Iowa. The ability to procure asphalt from central Scott County would greatly benefit our asphalt road maintenance operations. With the additional location, we would expect to increase efficiencies, reduce transportation costs, increase flexibility in fulfillment of orders, and potentially see reduced costs due to greater competition.

Additionally, our maintenance facility is located approximately one mile northeast of the proposed Riverstone Group asphalt plant and concrete recycling yard. Being located close to our facility would allow us to extend our productivity at the beginning and end of the work day.

Scott County takes pride in maintaining a high performing transportation system of 562 miles of roads, 114 National Bridge Inventory (NBI) bridges, and over 5,000 culverts. The addition of an asphalt plant and concrete recycling yard in central Scott County would greatly assist our department with performing efficient and cost effective maintenance of our road system. I appreciate your consideration of this proposed development.

Sincerely,

A handwritten signature in blue ink, appearing to read "AK Kersten", written over a light blue grid background.

Angela K. Kersten, P.E.
Scott County Engineer



November 15, 2023

Chris Still, Director
Scott County Planning Development
600 West Fourth Street
Davenport, IA 52801

cc: Ken Beck, Chairman, Scott County Board of Supervisors
Mahesh Sharma, Scott County Administrator

RE: Future Land Use Amendment Request | Riverstone Group
Part of the W ½ of the NE ¼ of Sec 35, Sheridan Township

Mr. Still,

The City of Davenport received a public notice from Scott County Planning & Development regarding a proposed Future Land Use Map amendment for land located at the southeast corner of Harrison Street and West 90th Street.

The City of Davenport objects to the proposed rezoning petition for the following reasons:

1. The property shares its boundaries with the City Limits to the north, south, and west. Davenport would like to have the opportunity to annex this land for future development.
2. The City has the ability to accommodate future development of this site. The necessary utility infrastructure including sanitary sewer is already located on the property. A map is enclosed showing the existing 10-inch and 24-inch sanitary sewer mains located on the land. Emergency services are in place to support development of this area.
3. The City understands that amending the Future Land Use Map is the first step in an effort to rezone the land in I – Industrial District. A heavy industrial user in close proximity to the Davenport Municipal Airport and National Guard is a major concern. The potential dust creation and airborne debris may cause a hazard to aircraft arrivals, departures, and traffic patterns. Air pollution generated at the site can potentially damage aircraft and create unsafe


aviation conditions for pilots and passengers. Allowing a potential aviation hazard to exist adjacent to the airport will be a detriment to overall airport operations.

4. The outside impacts produced by this development will be a detriment to the public health, safety, and welfare of the city and abutting residential neighborhoods in unincorporated Scott County. Heavy industrial users often produce noise, vibration, illumination, or particulate that is perceptible to adjacent land users. Instead, the business park has been marketed for high-quality light industrial development that operates fully within an enclosed building.

Davenport has a longstanding working relationship with the County in supporting areas ready to develop. We hope to continue this successful relationship for the mutual benefit of the region.

Please forward this letter to the Scott County Planning and Zoning Commission and Board of Supervisors as formal opposition. The City appreciates your time and consideration in this matter.

Sincerely,



Mike Matson
Mayor

cc: Corri Spiegel, City Administrator
Laura Berkley, Development & Planning Administrator



Map Amendment

Parcels & Sanitary Sewers



To the Scott County Planning and Development Department,

This letter addresses the anticipated rezoning request by the River Stone Group. The River Stone Group desires to spot rezone the land on Harrison Street surrounding the Davenport Municipal Airport. This rezoning is incompatible with the current land use requirement of the area.

The nature of the work of this organization produces dust and fine airborne rock material. This material has been proven by numerous scientific communities to be deleterious to aircraft engines which, by extension, would be detrimental to the safety of flight operations, for both piston and turbine powered aircraft.

In addition to particulate ingestion, both airborne and settled particulate is an insidious threat to air traffic as well. Particulate settling on aircraft both outside and inside the hangars, and personal vehicles will cause pitting on the delicate aircraft windscreens, and on all of the painted surfaces. Certain wind conditions will cause reduced visibility. To the east of this parcel of land is approximately thirty-two residential homes which would also be negatively impacted due to the noise, dust, and the fine rock particles in the air created by this particular business.

My personal experience with rock crushers, and my current knowledge of both the industrial and residential usage of the area along the easternmost edge of the property lines, leads me to believe that this business is not compatible with this area. This business would be detrimental to the functioning of the Davenport Municipal Airport, and would negatively impact the business of the fixed based operator, REVV Aviation. Aviation maintenance and repair is costly. Aviation business will avoid areas with airborne particulates that are damaging to aircraft. This avoidance will affect the maintenance business, fuel sales, charter service, and pilot training that are, effectively, the whole of REVV Aviation's business.

Sincerely

Floyd Taber

A handwritten signature in black ink, appearing to read 'Floyd Taber', written in a cursive style.

Davenport Municipal Airport Hangar Tenant D3 1957 Cessna 172

5046 Wyndham Ct
Bettendorf, IA 52722

Scott County Planning and Development
600 E 4th Street
Davenport, IA 52801

I'm writing to express my concern regarding the rezoning request by the River Stone Group. I am a pilot and owner of an aircraft based at the Davenport Municipal Airport. I have a Commercial pilot license, as well as Aircraft Airframe and Powerplant Mechanic and Inspection Authorization licenses issued by the FAA. I served many years on the Davenport Airport Commission, including over five as Chairman.

The River Stone Group desires to rezone the land on Harrison Street adjacent to the Davenport Municipal Airport. This rezoning request is incompatible with the current land use of the area. Crushing rock creates dust and airborne abrasive particulate material. This material has been proven by numerous scientific studies to be hazardous to aircraft engines, and to safe flight operations, for both piston and turbine powered aircraft.

According to the FAA, fine abrasive particulate matter damages [piston and] jet turbine engines; abrades cockpit windows, airframe and flight surfaces; clogs the pitot-static system; penetrates into air conditioning and equipment cooling systems; and contaminates electrical and avionics units, fuel and hydraulic systems, and cargo-hold smoke-detection systems. In addition to airframe damage, this dust can negatively impact visibility to air traffic as well.

To the east of the proposed parcel of land are many residential homes which would also be negatively impacted due to the noise, and the fine rock particles in the air created by this particular business.

Allowing this business would be detrimental to the functioning of the Davenport Municipal Airport, and all of its tenants. It would negatively impact the business of the fixed based operator, REVV Aviation. It would also have a serious impact on the Iowa Air National Guard Operations located at the Airport. I believe it could also impact Amazon and future development west of the Davenport Airport.

Studies by Iowa State University in 2009 showed the Davenport Municipal Airport generated an annual economic impact in excess of 20 Million dollars. It certainly far exceeds that today.

I believe allowing this incompatible use of adjacent land would be a grave mistake for all of the reasons listed above.

Sincerely,



Craig Olson

cc: Mayor Mike Matson, Aldermen Judith Lee, Aldermen Ben Jobgen, Airport Mgr., T. Vesalga

Gary VandeVoorde
9751 123rd St.
Davenport, IA. 52804
217-412-1376

Scott County Planning and Development
600 E. 4th St.
Davenport, IA. 52801

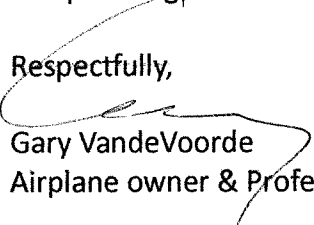
Planning and Development,

I have been notified of a request to rezone land near the Davenport Municipal Airport for the benefit of River Stone Group. I have my personal airplane hangared at the Davenport Municipal Airport and have serious concerns regarding the requested rezoning. Of most concern is the dust that is generated in the processing of the stone product. The processing dust directly affects my airplane in several ways but most prominently by impact erosion. In general aircraft fly at speeds of at least one hundred miles per hour even when operating near the airport. The impact of dust particles will scratch the Lexan windshield, erode leading edge paint on the wings and tail surfaces of the airplane and cause high refinishing or replacement costs. The near supersonic speeds of the turning propeller impacting the rock dust will cause leading edge erosion and costs of several thousand dollars for overhaul and tens of thousands for replacement. Even the briefest exposure of flying through a cloud of rock dust will directly affect my airplane. Ingestion of rock dust has potential to reduce the power output of the engine and could ultimately cause failure. The planning board should consider these costly and direct operating hazards.

Furthermore, the poor condition of the pre-war T-hangar does not fully protect my airplane from weather elements and now the potential for frequent rock dust may cause me to relocate to another municipal airport. The open 1-2 inch gaps in the hangar door structure and leaking roof provide ready access for the additional rock dust. Time will tell if there is a corrosive element to the additional dust to the aluminum airframe structure.

There is no up-side to allowing River Stone Group to have a greater impact near the airport. The planning board should deny the rezoning as proposed.

Respectfully,


Gary VandeVoorde
Airplane owner & Professional pilot



Eric D. Puryear

Eric S. Mail

All Attorneys Admitted in Iowa and Illinois

3719 Bridge Ave. Suite 6

Davenport, IA 52807

Phone: (563) 265-8344

Contact@PuryearLaw.com

www.PuryearLaw.com

November 3, 2023

via First Class Mail

via Email <planning@scottcountyiowa.gov>

Scott County Planning and Development

600 W 4th St.

Davenport, IA 52801

Re: Extraterritorial Rezoning - Riverstone Group, Inc.

To whom it may concern:

I am writing in regard to the possible rezoning of the 75.26 acres from Agricultural-General to Industrial, located in Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township (Parcel ID's 933505001 and 933521001.)

I oppose Riverstone Group, Inc.'s request to rezone this area as it is a hazard to aviation. If this were to be approved, it could put a lot of dust in the air and when the wind is out of the East, it would drift over the airport. This could not only cause visibility issues on and around the airport, there is a possibility of dust ingestion into operating engines, which could be catastrophic during arrivals and/or departures.

Very truly yours,

Eric D. Puryear

Attorney at Law

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 19, 2023
APPROVING AN AMENDMENT TO SCOTT COUNTY'S
ADOPTED FUTURE LAND USE MAP

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

Section 1. The Scott County Planning and Zoning Commission held a public hearing on December 5, 2023 to consider and take public comment on a Future Land Use Map amendment for an area of the County in Part of the W ½ of the NE ¼ of Section 35 of Sheridan Township (Scott County Tax Parcels 933505001, 933521001).

Section 2. As adopted the Future Land Use Map is intended to be one of the criteria used in evaluating land use changes, zoning map amendments and development proposals for compliance with all the various goals, objectives, policies and criteria established in the Scott County Comprehensive Plan, as adopted and amended.

Section 3. The Board of Supervisors held its own public hearing on the proposed Future Land Use map amendment on December 19, 2023.

Section 4. The Board of Supervisors hereby adopts and incorporates this Future Land Use Map amendment as an element of the Scott County Comprehensive Plan.

Section 5. This resolution shall take effect immediately.

Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
(563) 326-8738 (Voice)

(563) 328-3245 Fax



Item 08
12/19/2023

~ Our Promise: Professional People, Solving Problems, High Performance

December 5, 2023

TO: Mahesh Sharma
County Administrator
FROM: Tammy Speidel, FMP
Director, FSS
RE: Postage Machine Purchase

Mahesh,

Facility & Support Services budgeted for a postage machine replacement FY24. Scott County has standardized on Pitney Bowes equipment for the past 30 plus years. This standardization allows staff the ability to perform basic trouble shooting methods on the equipment prior to placing service calls to the outside service provider.

Additionally, the standardization allows for reuse of existing supplies including labels and ink from machine to machine.

FSS had actually budgeted for this replacement for the last couple of fiscal years and continued to evaluate the overall performance of the machine to determine the appropriate replacement time. This machine is approximately 15 years old and parts are becoming obsolete and progressively harder to find. At the time of install the machine had an anticipated lifecycle of 7-10 years.

With the upcoming Presidential election in the calendar year 2024 we are recommending replacement of the machine at this time so that staff will have adequate time to train on the new machine prior to the additional election activity. On an average year the Mailroom processes about 400,000 pieces of mail. For comparison during the last Presidential election 626,000 pieces of outgoing mail were processed through the postage machine.

Additionally, USPS technology and requirements have changed, and the updated machine will have features that may allow us to save money and streamline the certified mail process.

The quote from Pitney Bowes for a new mail machine is \$23,379.21. We budgeted \$21,000.00 in our operating budget for the purchase of this equipment.

Additionally, there will be an ongoing annual fee of \$2,512.00 for lease of the postage meter, accounting program, online link services and maintenance.

I recommend that the Board approve the purchase of the mail machine. I will be at the next Committee of the Whole to answer any questions.

CC: FSS Support Services Staff

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 19, 2023

A RESOLUTION APPROVING THE PURCHASE OF A POSTAGE MACHINE
FROM PITNEY BOWES IN THE AMOUNT OF \$23,379.21.

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

Section 1. That the purchase of a postage machine from Pitney Bowes in the amount of
\$23,379.21 is hereby approved.

Section 2. This resolution shall take effect immediately.

Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
(563) 326-8738 (Voice)

(563) 328-3245 Fax



~ Our Promise: Professional People, Solving Problems, High Performance

December 6, 2023

TO: Mahesh Sharma
County Administrator
FROM: Tammy Speidel, FMP
Director Facility & Support Services
RE: Emergency Repair Lateral Sewer Main- JDC 500 W 4th St

Mahesh

As you are aware, in October 2023 there was a large water main break along 4th street in front of the Juvenile Detention Center location in the 500 block of W 4th Street.

At the time that the water company opened the street they found an issue with the lateral main that supplied the JDC building. It was determined that the lateral would need to be replaced at the same time that the utility company's water main was being repaired.

In accordance with the Purchasing Policy Section I: Emergency Purchases, this work was completed on an emergency basis due to the fact that the life/safety fire equipment was impacted and unavailable for the duration of the repair. The contractor agreed to perform work on a time and materials basis.

The board was advised of this issue and ongoing repair at the time the work was being completed and I informed them that we were unaware of the total cost, however if it exceeded \$15,000.00 we would bring the amount back to the board.

I have received the invoice from Hometown Mechanical, Inc. for the work which includes labor, overtime labor, materials, charges for excavating equipment, barricades, and a required City of Davenport Permit.

The total for this repair work is \$23,347.49. We have \$20,000.00 in our CIP fund for this building that we will utilize towards payment of this invoice and the additional amount is available in the CIP fund.

I will be at the next Committee of the Whole to answer any questions.

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 19, 2023

A RESOLUTION APPROVING THE INVOICE FROM HOMETOWN MECHANICAL, INC FOR AN EMERGENCY REPAIR TO THE LATERAL SEWER MAIN FROM THE IOWA AMERICAN WATER MAIN TO THE JUVENILE DETENTION CENTER, WHICH WAS PERFORMED ON A TIME AND MATERIAL BASIS IN THE AMOUNT OF \$23,347.49.

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

Section 1. That the invoice for emergency repair of the lateral sewer main from the Iowa American water main to the Juvenile Detention Center, which was performed by Hometown Mechanical, Inc on a time and materials basis and in accordance with the Purchasing Policy Section I Emergency Purchases, in the amount of \$23,347.49 is hereby approved.

Section 2. This resolution shall take effect immediately.

Facility & Support Services

600 West Fourth Street

Davenport, Iowa 52801

(563) 326-8738 (Voice)

(563) 328-3245 Fax



Item 10
12/19/2023

~ Our Promise: Professional People, Solving Problems, High Performance

December 19, 2023

TO: Mahesh Sharma
County Administrator

FROM: Tammy Speidel, FMP
Director, Facility & Support Services

REF: Setting of public hearing as required by Iowa Code regarding sale of county property

Mahesh

As you are aware, the City of Davenport has approached Scott County for the purpose of acquiring 411 square feet of property owned by Scott County. This represents a small amount of property on both the east and west side of the courthouse driveway at the intersection of Scott St and 4th Street.

The purpose of this property acquisition is to locate a traffic light pole and associated electrical equipment which is needed in their plan to convert 4th Street from a one way to a two way.

The current compensation estimate for this property acquisition is \$3.58 per square foot or a total estimate of \$1,471.38.

Because this is a sale of County owned property, the Board of Supervisors is required to hold a public hearing prior to approving the sale.

I am proposing that the Board set public hearing be set the public hearing for January 4, 2024 at 5:00 pm at the Scott County Board Meeting.

I plan to attend the next Committee of the Whole to answer any questions.

CC: Chris Still, Facility Maintenance Manager

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 19, 2023

A RESOLUTION AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE REQUEST FOR SALE OF A PORTION OF PROPERTY OWNED BY SCOTT COUNTY LOCATED AT 600 W 4TH STREET DAVENPORT IOWA

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

Section 1. The Board of Supervisors hereby fixes the time and place for a public hearing on the sale of a portion of property owned by Scott County located at 600 W 4th Street Davenport, IA 52801 for Thursday January 4, 2024 at 5:00 p.m. in the Board Room at the Scott County Administrative Center or virtually as directed by the Board's agenda.

Section 2. The Scott County Facility and Support Services Director is hereby directed to publish the notice as required by law.

Section 3. This resolution shall take effect immediately.

NOTICE OF PUBLIC HEARING

Scott County Board of Supervisors

Approval of utility easement on Scott County owned property parcel 952249002

The Scott County Board of Supervisors will hold a public hearing relative to the proposed approval of utility easement request on parcel 952249002. The purpose of this hearing is to take public comment on the proposed easement approval.

The Board will hold the public hearing at:

4:30 p.m. local time on Tuesday December 19, 2023.

The location for this public hearing is:

Scott County Administration Building
First Floor Board Room
600 West Fourth Street
Davenport, IA 52801

And virtually as directed by the Board's agenda.

The owner's contact for this project is, Tammy Speidel, 563-328-3241 or via e-mail
Tammy.Speidel@scottcountyiowa.gov

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 19, 2023

A RESOLUTION APPROVING THE ELECTRIC OVERHANG AND ACCESS UTILITY EASEMENT REQUEST BY MID AMERICAN ENERGY COMPANY ON COUNTY OWNED PROPERTY PARCEL NUMBER 952249002

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

Section 1. The Board of Supervisors hereby approves the electric overhang and access utility easement request by Mid American Energy on County owned parcel number 952249002.

Section 2. The Scott County Facility and Support Services Director is authorized to sign the utility easement documents.

Section 3. This resolution shall take effect immediately.

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 19, 2023

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Jessica Riddick for the position of Office Assistant with the Health Department starting at entry level rate.

Section 2. The hiring of Nicole Tandeski for the position of Multi-Service Clerk with the Treasurer's Office starting at entry level rate.

Section 3. The hiring of Shawn Walther for the position of Corrections Food Service Officer with the Sheriff's Office at entry level rate.

Community Services Department

600 West 4th Street
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

December 11, 2023

To: Mahesh Sharma, County Administrator

From: Lori A. Elam, Community Services Director

Re: Approval of Tax Suspension Request

The County has received the following tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Thomas Hart
3612 Homestead Avenue
Davenport, IA 52802

Suspend: The 2022 property taxes due in September 2023 and March 2024 in the amount of \$1,391.00 including interest.

The applications meet the Board Suspension Policy requirements. It is recommended that the Board suspend the taxes at their next Board meeting.

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 19, 2023

SUSPENDING THE 2022 PROPERTY TAXES DUE IN SEPTEMBER 2023 AND MARCH 2024
FOR THOMAS HART, 3612 HOMESTEAD AVENUE, DAVENPORT, IOWA, IN THE
AMOUNT OF \$1,391.00 INCLUDING INTEREST.

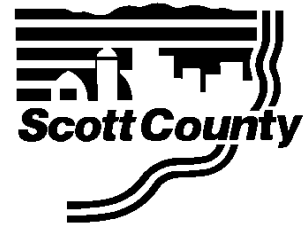
BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2022 property taxes, due in September 2023 and March 2024 for Thomas Hart, 3612 Homestead Avenue, Davenport, Iowa, in the amount of \$1,391.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 West 4th Street
Davenport, Iowa 52801

Item 14
12/19/2023



(563) 326-8723 Fax (563) 326-8730

December 11, 2023

To: Mahesh Sharma, County Administrator

From: Lori A. Elam, Community Services Director

Re: Approval of Tax Suspension Request

The County has received the following tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Joan Harter
2127 W 51st Street
Davenport, IA 52806

Suspend: The second half of the 2022 property taxes due in March 2024 in the amount of \$1,628.00.

The applications meet the Board Suspension Policy requirements. It is recommended that the Board suspend the taxes at their next Board meeting.

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 19, 2023

SUSPENDING THE SECOND HALF OF THE 2022 PROPERTY TAXES, DUE IN MARCH
2024 FOR JOAN HARTER, 2127 W 51ST STREET, DAVENPORT, IOWA, IN THE AMOUNT
OF \$1,628.00.

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

- Section 1. The second half of the 2022 property taxes, due in March 2024 for Joan Harter, 2127 W 51st Street, Davenport, Iowa, in the amount of \$1,628.00 are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
(563) 326-8738 (Voice) (563) 328-3245 Fax

Item 15
12/19/2023



~ Our Promise: Professional People, Solving Problems, High Performance

November 20, 2023

TO: Mahesh Sharma
County Administrator

FROM: Tammy Speidel, FMP
Director, FSS

RE: MEDIC EMS of Scott County Equipment Maintenance and Commercial Services Contracts

Mahesh,

As you are aware, FSS has been working to obtain pricing to move MEDIC EMS of Scott County equipment maintenance and commercial services contracts in line with current Scott County contracts.

While none of the contract consolidation costs requires board approval, these contracts are for a 3 ½ year period and in some cases could have services performed 4 times in that period. As you are aware, a contract over 3 years in duration does require board approval regardless of the dollar amount.

Contracts are as follows:

VENDOR	SERVICE	DURATION	NOT TO EXCEED PRICE (total duration)
Tri State Fire Control	Fire Extinguisher Inspections	1/1/2024 – 6/30/2027	\$1,792.00
Tri City Fire Protection	Fire Sprinklers and Sprinkler Backflow Preventer Inspections	1/1/2024 – 6/30/2027	\$1,544.00
Tri State Automatic Sprinkler	Domestic Backflow Preventer Inspections	1/1/2024 – 6/30/2027	\$1,600.00
Midwest Pest Control	Pest Control	1/1/2024 – 6/30/2027	\$2,730.00
Per Mar	Burglar Alarm Monitoring	1/1/2024 – 6/30/2027	\$840.00
Per Mar	Fire Alarm Monitoring, annual testing of alarm equipment	1/1/2024 – 6/30/2027	\$3,979.50
3E	Generator Inspection	1/1/2024 – 6/30/2027	\$2,320.00

FSS staff has reviewed the proposed prices and find them to be consistent with current County pricing. I recommend approval of these equipment maintenance and commercial services contracts.

I plan to attend the next Committee of the Whole to answer any questions you or the board may have.

CC: Paul Andorf, MEDIC EMS Director
Dennise Wullweber, MEDIC EMS
Chris Still, FSS
Daniel Reed, FSS
Daniel Mora, FSS

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 19, 2023

A RESOLUTION APPROVING MEDIC EMS OF SCOTT COUNTY EQUIPMENT MAINTENANCE AND COMMERCIAL SERVICES CONTRACTS.

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

- Section 1. That a maintenance contract for fire extinguisher inspections be awarded to Tri State Fire Control for the period of time 01/01/2024-06/30/2027 in an amount not to exceed \$1,792.00.
- Section 2. That a maintenance contract for fire sprinkler and sprinkler back flow preventer inspections be awarded to Tri City Fire Protection for the period of time 01/01/2024-06/30/2027 in an amount not to exceed \$1,544.00.
- Section 3. That the maintenance contract for domestic backflow preventer inspections be awarded to Tri State Automatic Sprinkler for the period of time 01/01/2024-06/30/2027 in an amount not to exceed \$1,600.00.
- Section 4. That the commercial services contract for pest control services be awarded to Midwest Pest Control for the period of time 01/01/2024-06/30/2027 in an amount not to exceed \$2,730.00.

Section 5. That the commercial services contract for burglar alarm monitoring services be awarded to Per Mar for the period of time 01/01/2024-06/30/2027 in an amount not to exceed \$840.00.

Section 6. That the commercial services and maintenance contract for fire alarm monitoring and annual testing of fire alarm equipment be awarded to Per Mar for the period of time 01/01/2024-06/30/2027 in an amount not to exceed \$2,320.00.

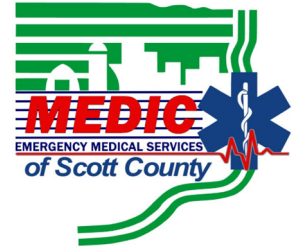
Section 7. The Scott County Facility and Support Services Director is hereby authorized to sign contract documents.

Section 8. This resolution shall take effect immediately.

MEDIC EMS of Scott County

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

Item 16
12/19/2023



December 12, 2023

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

Attached, you will find a copy of the Ambulance Service and Supply Agreement with Genesis Medical Center, Davenport, Iowa.

This agreement provides ambulance services for Genesis Medical Center Hospital in providing patient transports from the hospital, and other services. This agreement also provides MEDIC EMS the ability to order medical supplies from Genesis Medical Center.

The initial term of the agreement will expire in June 2025 with provisions for automatically renewing for 1-year terms.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

SERVICES & SUPPLIES AGREEMENT
between
**GENESIS HEALTH SYSTEM d/b/a GENESIS MEDICAL CENTER, DAVENPORT and MEDIC EMS of
Scott County**

This SERVICES AND SUPPLIES AGREEMENT (the "Agreement") is made this ____ day of _____, 2023 by and between MEDIC EMS of Scott County, located at 600 West 4th Street, Davenport, IA, 52801-1030 herein identified as "MEDIC EMS", and Genesis Health System d/b/ad/b/a Genesis Medical Center, Davenport, an, Iowa non-profit corporation, located at 1227 East Rusholme Street, Davenport, IA, 52803, herein identified as "GENESIS". Hereinafter, MEDIC EMS and GENESIS may be referred to as individually, "Party," and collectively "Parties".

WITNESSETH:

WHEREAS, GENESIS requires ambulance services both emergent and non-emergent service to transport patients; and

WHEREAS, MEDIC EMS is capable and willing to provide ambulance services in accordance with the terms herein; and

WHEREAS, MEDIC EMS requires replenishment of certain supplies from time to time; and

WHEREAS, GENESIS is capable and willing to provide ambulance replenishment supplies, in accordance with the terms herein; and

WHEREAS, MEDIC EMS is engaged in providing Ambulance Services and GENESIS is engaged in providing hospital services, which includes furnishing certain medical and pharmacy supplies to ambulance providers; and

WHEREAS, MEDIC EMS and GENESIS desire to enter into an agreement in which MEDIC EMS will provide Ambulance Services and other services as set forth herein to GENESIS, and GENESIS will provide hospital services to MEDIC EMS;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. **SCOPE OF AGREEMENT** This Agreement sets for the Parties' obligations with regard to the following service lines (collectively, the "Service Lines" or "Services") which shall, for the purposes of this Agreement, be defined as follows:

A. **Ambulance Services.** Ambulance Services shall mean Specialty Care Transports ("SCT"), Critical Care Transport ("CCT"), Advanced Life Support ("ALS"), or Basic Life Support ("BLS") ambulance transport provided by MEDIC EMS, as those terms are defined by applicable law and regulation. Ambulance Services shall generally consist of two categories of service: (1) Campus to Campus Service: which shall mean ambulance transports between the Genesis Medical Center, Davenport campuses (i.e., its East and West campuses) (a "Campus-to-Campus" service); and (2) General ambulance transports provided to or from any Genesis Medical Center Hospital Campus or Genesis healthcare facility or office (except to the extent, MEDIC EMS has a separate contract with said facility or office), in accordance with MEDIC EMS and GENESIS policy. Notwithstanding anything to the contrary, while MEDIC EMS has historically been the preferred provider of Ambulance Services to Genesis in Scott County, Iowa, this is a non-exclusive contract and GENESIS may, to the extent permitted by applicable law and regulation, provide its own ambulance services or contract with other ambulance providers for the services contemplated herein.

B. **Ambulance Restocking Services.** Ambulance Restocking Services shall mean drug box and supply restocking and linen cleaning service provided by GENESIS to MEDIC EMS. All Ambulance Restocking Services will be performed in compliance with applicable federal and state laws and regulations, including but not limited to the federal Anti-Kickback Statute.

- C. **NICU Services.** NICU Service shall mean transport equipment and services provided by GENESIS for the ambulance transport of Neonatal Intensive Care Unit (“NICU”) patients by MEDIC EMS.
- D. **Specialty Care Transport Services (SCT), Critical Care Transport Services (CCT), Out of Scope or Specialized Equipment.** The Parties acknowledge that occasionally there may be transport services that MEDIC EMS is unable to provide to Genesis due to: (i) the services requested being out of MEDIC EMS’ scope per applicable law or regulation; and/or (ii) due to a lack of specialized equipment needed to make the requested transport. Notwithstanding anything to the contrary, MEDIC EMS will make “Reasonable Efforts” to accommodate specialized equipment and associated personnel not part of normal operations, and GENESIS will likewise make Reasonable Efforts to support MEDIC EMS in making these accommodations, subject at all times to each Party’s budgetary and operational limitations.
1. “Reasonable Efforts” means, with respect to a given goal, the efforts that a reasonable person in the position of the promisor would use so as to achieve that goal as expeditiously as possible, but does not include:
- (a) incurring any expenses not expressly contemplated by this Agreement including
 - (b) out-of-pocket costs incurred in gathering information and making filings with any governmental authority
 - (c) fees and expenses of advisors and consultants
 - (d) taxes, fees, and penalties charged by any governmental authority
 - (e) fees and penalties charged by any other person,
 - (f) extraordinary employee costs;
 - (g) jeopardize employee and patient safety;
 - (h) taking any actions that would, individually or in the aggregate, cause the promisor to incur costs or suffer any other detriment out of reasonable proportion to the benefits to the promisor under this Agreement;
 - (i) taking any actions that would, individually or in the aggregate, cause a material adverse change in the promisor;
 - (j) incurring any liabilities;
 - (k) changing the promisor’s business strategy;
 - (l) disposing of any significant assets of the promisor;
 - (m) taking any action that would violate any law or order to which the promisor is subject;
 - (n) taking any action that would imperil the promisor’s existence or solvency; or
 - (o) initiating any litigation or arbitration.

II. **MEDIC EMS OBLIGATIONS**

A. **Arranging for and Availability of Services.**

1. **Ambulance Services.**

- (a) Requests for ambulance services may be requested by calling MEDIC EMS at **323-1000** or **793-1000** and specifying the condition of the patient and the reason(s) for which the patient requires transport by ambulance. The caller should note that it is a GENESIS Facility. MEDIC EMS will, in accordance with applicable dispatch protocols, determine whether the request requires an emergent or non-emergent response.
- (b) GENESIS should be aware that dialing **911** to request the Services of MEDIC EMS may result in MEDIC EMS and potentially other first responder agencies responding immediately **with** red lights and sirens. MEDIC EMS will, in accordance with applicable dispatch protocols, determine the level and type of response that is warranted.
- (c) Ambulance Services will be available to GENESIS, 24 hours a day, 365 days a year, unless MEDIC EMS is unavailable as outlined in Section C below.

(d) MEDIC EMS agrees to respond for emergency calls within 15 minutes and non-emergency calls within 30 minutes unless a response is delayed or made impossible as described in Section C below. MEDIC EMS agrees to review with GENESIS all instances where the above response time is not met.

(e) MEDIC EMS warrants that at all times Ambulance Services will be provided in accordance with the applicable standards of care for emergency medical services and as required by any applicable professional society or accrediting body.

B. Equipment and Personnel. MEDIC EMS shall provide all Services hereunder in accordance with applicable laws, regulations and standards of care, and on all ambulances providing Services hereunder maintain, staff and equip said ambulances in accordance with applicable laws and regulations. Ambulances will be radio equipped and have the ability to communicate to MEDIC EMS.

C. Availability of MEDIC EMS. GENESIS expressly understands and acknowledges that MEDIC EMS may be unavailable at times due to high demand, emergencies or other unforeseen circumstances. MEDIC EMS will immediately notify GENESIS when requests for Services under this Agreement cannot be honored to permit GENESIS to obtain the services of another provider. In addition, GENESIS expressly understands that weather conditions, disasters, governmental actions, civil disorders, system overload, or acts of God may exist so that one or more of the Service Lines provided by MEDIC EMS hereunder will not be able to operate. In such cases, GENESIS or MEDIC EMS may cancel such Service Lines in the best interest of safety. In the event of a local disaster, MEDIC EMS vehicles may be summoned for use at the disaster. GENESIS will be immediately notified of such events when Service is temporarily halted and estimation will be given to GENESIS for resumption of Service Line. GENESIS understands that, in those instances where MEDIC EMS is unavailable, that MEDIC EMS has no responsibility to arrange or pay for the charges of a substitute provider or to pay GENESIS the difference, if any, between the contracted rate and the charges of any such substitute provider.

D. MED-COM Screening. MEDIC EMS dispatching services, MED-COM, will provide screening of all of GENESIS ambulance service needs. Reports will be generated at no charge if an area is identified to be covered. MED-COM will be provided a "protocol" by GENESIS on areas of transportation, as requested.

E. 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 GENESIS upon request. MEDIC EMS shall immediately provide, or cause to be provided to GENESIS, 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 provided by MEDIC EMS pursuant to this Agreement in the amounts as required by law. 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.

- F. **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, disability status, sexual orientation, and any other federal, state, or local protected class.

III. **GENESIS SERVICES AND OBLIGATIONS**

A. **Supplies.**

1. **Pharmacy-Based Service.** Under a separate agreement, GENESIS has agreed to provide a pharmacy-based service and to comply with all of the provisions of 657 IAC 11(124, 147A, 155A) and all other applicable local, state and federal laws and regulations as now written and as amended in the future. Such pharmacy-based service shall be in accordance with said separate agreement as entered into by and between MEDIC EMS and GENESIS, as may be amended from time to time.
 2. **Drug Box Supplies.**
 - (a) Drugs supplied in MEDIC EMS drug boxes will be provided by GENESIS Pharmacy and will be owned by GENESIS until used by the patient, pursuant to the requirements of state law.
 - (b) GENESIS Pharmacy will maintain a record of the replenished drugs and the patient transport to which the replenished drugs relate. MEDIC EMS will provide a copy of the patient care report to which the replenished drugs relate to GENESIS Pharmacy at MEDIC EMS's earliest convenience, but no later than twenty four (24) hours after the applicable patient transport. A pre-hospital care report prepared by MEDIC EMS may be filed with GENESIS Pharmacy to meet the requirements of this Section if it documents the specific type and amount of drugs used on the patient and subsequently replenished. GENESIS Pharmacy shall make such records available to MEDIC EMS within a reasonable time after its request.
 - (c) Drugs used by patients will be billed to MEDIC EMS by GENESIS Pharmacy at the end of the month pursuant to the terms of this Agreement.
 - (d) Both parties agree to maintain the records required by this subsection for a minimum of seven (7) years and make those records available to the Secretary or applicable regulatory body promptly upon request, pursuant to the terms of this Agreement.
 2. **Medical Supplies.**
 - (a) **Disposable Supplies.** GENESIS will provide medical supplies to MEDIC EMS that GENESIS regularly stocks, subject to supply availability. GENESIS shall bill MEDIC EMS pursuant to the Fee Schedule attached to this Agreement. MEDIC EMS will provide a supply list bi-weekly to GENESIS's Sterile Processing Distribution for these supplies. All supply lists will be filled and identified as MEDIC EMS's stock and picked up by MEDIC EMS personnel.
 - (b) **Linen Cleaning.** GENESIS will clean linens for MEDIC EMS at no charge. MEDIC EMS will supply a linen list and pick up the linen carts accordingly. MEDIC EMS will regularly purchase linen to adequately stock its required needs.
- B. **NICU Services.** GENESIS shall provide, when medically necessary, the use of the Neonatal ICU Isolette Transport service, provided that such service is available, which service includes the actual Neonatal ICU Isolette and one NICU Nurse (the "Isolette service") for transport to or from non-Genesis facilities. The NICU Nurse will be responsible for the appropriate care and paperwork for treatment of the patient. Each Party shall be responsible for billing the patient or the receiving institution as the Party deems appropriate for its respective NICU services, and such billing shall comply with all applicable laws, rules, and regulations.

C. Miscellaneous Services.

1. GENESIS shall provide online medical control for MEDIC EMS's Critical Care Transport Program at no cost unless otherwise agreed by the Parties or required by law.

D. Cooperation With MEDIC EMS.

1. GENESIS shall use commercially reasonable efforts to provide MEDIC EMS with 24-hour advance notice of non-emergency transport requests.
2. At the time of scheduling any transport and subject to all applicable privacy laws and regulations, GENESIS shall provide MEDIC EMS with all reasonably necessary information about the patient to enable MEDIC EMS to properly bill the appropriate payor, provided that GENESIS is privy to such patient information. Such information shall include the patient's insurance status, including the name of the insurer, appropriate subscriber/beneficiary ID numbers and other policy information relevant to proper billing. In addition, if the patient is a Medicare or other government-provided insurance beneficiary, GENESIS shall furnish any other information reasonably requested by MEDIC EMS to allow MEDIC EMS to determine whether the transport is billable to Medicare or to the facility for transfers between the GENESIS East and West campuses, or between any other GENESIS facilities. This includes, but is not limited to providing MEDIC EMS, prior to or at the time of such transports, or as reasonably practicable thereafter if such information is not known at the time of transport, information about the patient's inpatient status, as such status is further set forth in **Appendix A**.
3. **Medical Necessity.** For services that the GENESIS requests, it shall be the responsibility of the GENESIS to provide medical necessity documentation required for the service. GENESIS agrees to provide the MEDIC EMS with any information within its control that may be necessary to document medical necessity for service.
4. **Physician Certification Statements and other required documentation.** GENESIS shall be responsible for obtaining physician certification statements and other required documentation at the time of, or prior to, the ambulance transportation of Medicare recipients for all ambulance transportation of its patients.
5. **Other Billing required documentation.** GENESIS shall use commercially reasonable efforts to obtain other reasonably necessary billing-related documentation at the time of, or prior to, the ambulance transportation of all ambulance transportation of its patients. The obligation(s) to provide the documentation as requested in this Section and Sections 3 and 4 immediately above shall be subject to all applicable laws and regulations and a commercial reasonableness standard.

IV. BILLING AND COMPENSATION FOR AMBULANCE SERVICES

- 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 Ambulance 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 GENESIS.** Where GENESIS is required by law, as described in **Appendix A**, or where GENESIS has agreed to be responsible for payment, MEDIC EMS will bill GENESIS directly for Services rendered to patients of GENESIS. For these transports, GENESIS agrees to pay MEDIC EMS according to the fee schedule set forth in **Appendix B**, as may be amended. This includes, among other types of transports for which GENESIS is responsible to provide, transports that MEDIC EMS cannot bill directly to Medicare Part B or Medicaid due to the bundled payment rules of those programs, as applicable.

C. Payment Conditions for Services.

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 GENESIS. GENESIS agrees to indemnify, defend, and hold harmless MEDIC EMS for any liability (not to exceed the amount due under the fee schedule per transport) resulting from its submission of any such bills when it was the result of wrong or incomplete information supplied by GENESIS. When charges are properly billed for transports, MEDIC EMS shall accept the fee schedule amounts outlined in Appendix B as payment in full.

5.1.1 GENESIS agrees to pay MEDIC EMS for all Services (base rate and mileage charges) rendered under this Agreement in accordance with the most current definitions of each level of service as set forth by the Centers for Medicare and Medicaid Services (CMS) and in effect on the date the Service is rendered. The Parties acknowledge that a written amendment will not be required to the Agreement nor will a written notification be sent to Genesis by MEDIC EMS each time CMS revises its fee schedule, as such schedule is publicly available.

2. **Fair Market Value of Charges.** The Parties represent and warrant that the rates are reflective of fair market value for the services rendered and not substantially below the Medicare-approved rates for such services.
3. **Prompt Payment.** MEDIC EMS shall submit monthly invoices no later than forty five (45) days in arrears from the date of service to GENESIS in a form and format as may be reasonably requested by GENESIS. GENESIS shall pay MEDIC EMS all undisputed amounts no later than thirty (30) days from the date of such invoice. In the event there is a dispute as to payment, the Parties shall cooperate to timely resolve such dispute in accordance with the terms herein. GENESIS agrees that payment MEDIC EMS is not contingent upon any payments that GENESIS may collect from other sources.

5. **Provision of Information to Ambulance Service.**

- (a) In conformance with applicable laws and regulations and subject to the terms of this Agreement, GENESIS shall, concurrent to or to the extent reasonably possible, prior to the time that Ambulance Services are provided, furnish to MEDIC EMS the information necessary to MEDIC EMS' proper billing of the Ambulance Services provided, including but not limited to a hospital face sheet, a properly signed MEDIC EMS patient signature form, and a properly completed and signed physician certification statement (PCS) which includes legible name and credentials of the authorized signer. PCS forms shall be obtained by GENESIS on all non-emergency transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare and Medicaid Services (CMS). GENESIS shall utilize PCS forms approved by MEDIC EMS for this purpose.
- (b) GENESIS further represents and warrants that it shall, within thirty (30) days of receiving any requests from the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier, make available any and all such records requested by CMS or its carrier for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B. GENESIS shall be responsible to pay MEDIC EMS for any trips denied by Medicare as a result of GENESIS's failure to supply accurate or complete information as requested by CMS and/or the Medicare contractor within the time specified herein or as a result of claims denied or recouped by the carrier based on GENESIS's wrong or incomplete documentation of patient's in-patient status.

- V. TERM AND TERMINATION.** This Agreement shall be for a term of eighteen (18) months commencing on January 1, 2024. This Agreement shall be automatically renewed for successive one (1) year terms

beginning July 1, 2025, unless either Party shall inform the other Party of non-renewal no less than ninety (90) days prior to the end of the term. This Agreement may also be terminated as follows:

- A. By either Party at any time, without cause, upon ninety (90) days prior written notice to the other Party, provided that no such termination shall be prior to the first year anniversary hereof; or
 - B. By either 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, 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 (collectively referred to as "supervening law") 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 both 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; or
 - C. By either Party, for cause consisting of material breach or default by the other Party, or consisting of either Party's failure to meet and maintain the qualifications and obligations required of that Party and its employees referred to in this Agreement, 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 thirty (30) business 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; or
 - D. Any Service Line may be terminated by either Party, without cause, upon ninety (90) days prior written notice to the other Party, with the exception that Ambulance Services may not be terminated pursuant to this subparagraph during the first eighteen (18) months of this Agreement. In the event that a Service Line is terminated, the terms of this Agreement relating to the remaining Service Lines provided under this Agreement shall be severed from the provisions related to the terminated Service Line, and shall remain in full force and effect to the extent not terminated. Should a substantial number of the Service Lines be terminated by either Party pursuant to this subparagraph, the other Party may then terminate this Agreement in its entirety.
 - E. Termination shall not release or discharge either Party from any obligations, debt, or liability, which shall have previously accrued and remain to be performed upon the date of termination.
- VI. 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. GENESIS 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 GENESIS in the provision of Services under this Agreement.
 - C. Neither Party shall refer to or use the other Party's name, logo, or trademark in any form of publicity or advertising without the express written consent of the other Party.
 - 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 Services to GENESIS.

- F. Neither Party shall have a claim under this Agreement or otherwise against the other Party for vacation pay, sick leave, retirement benefits, Social Security benefits, Worker's Compensation, disability or unemployment insurance benefits of any kind. Each Party shall assume all liabilities and responsibilities concerning payment of all income taxes, FICA taxes and other taxes relating to payments made by the other Party pursuant to this Agreement. MEDIC EMS and GENESIS further agree to indemnify one another for any liability (including legal fees and costs) incurred as a result of the other Party's failure to pay required income tax and Social Security obligations.

VII. MISCELLANEOUS

- A. **No Referral Requirement.** Nothing in this Agreement shall be construed to require GENESIS 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 GENESIS or MEDIC EMS. The replenishment of drugs and 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 seven (7) years after the furnishing of Services pursuant to this Agreement, MEDIC EMS shall make available, upon written request, to GENESIS 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 GENESIS 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 seven (7) years after the furnishing of such services pursuant to said subcontract, the related organization shall make available, upon written request, to GENESIS 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. Compliance with Law and Governmental Program Participation.

1. Compliance with Laws, Standards, Rules and Regulations. Both Parties represent and warrant that they are, and during the term of this Agreement they will continue to be in compliance with all (i) 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; and (ii) all applicable standards of licensure and/or accreditation. In addition, MEDIC EMS warrants that it has a compliance program in effect to monitor such compliance and has provided a copy of said program to GENESIS. 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 for Services expressly set forth in this Agreement, have been made by either Party, its officers, directors, employees or agents.
2. Governmental Program Participation. Both parties represent and warrant that neither their respective organizations nor any of their owners, employees, affiliates or subcontractors (collectively its "Agents") are or have been excluded from participation, and are not otherwise ineligible to participate in a "Federal Health Care Program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other governmental payment program. If either Party or any Agent of either party should be excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, that Party will immediately, and in no event later than three (3) days after occurrence, notify the other Party in writing of the event. Upon the occurrence of the event, whether or not such notice is given, the other Party may immediately terminate this Agreement without penalty upon written notice. In the event of such termination, the non-breaching Party shall receive an equitable refund of funds paid to the other Party. Additionally, in the event of breach by either Party of the terms of this and the preceding subparagraph, both Parties agree to indemnify the other or its affiliate for any expense or liability incurred by them arising from the Party's breach of its obligations under this and the preceding subparagraph.
3. Drivers and Vehicles. MEDIC EMS agrees that vehicle operator(s) shall have an appropriate Drivers License and vehicle(s) shall be properly registered and safely maintained in accordance with applicable laws and regulations.

D. Confidentiality of Patient Information. MEDIC EMS and GENESIS 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), as amended from time to time, including Sections 13400 through 13424 of the Health Information Technology for Economic Clinical Health Act (the "HITECH Act"), and the corresponding Standards for Privacy of Individually Identifiable Health Information and Security Standards. Both Parties acknowledge that their relationship to patients receiving Ambulance Services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship for the provision of Ambulance Services does not constitute a "business associate" agreement pursuant to the Privacy Rule. Notwithstanding anything to the contrary, in the event GENESIS reasonably deems MEDIC EMS to be a "business associate", for the provision of Services hereunder, MEDIC EMS shall promptly execute a Business Associate Agreement in a form and format as the Parties may agree. If the Parties are unable to agree to the terms of a Business Associate Agreement, either Party may elect to terminate this Agreement (in whole or in part) without cause in accordance with the terms herein.-

E. Indemnification. GENESIS agrees to indemnify, hold harmless, and defend MEDIC EMS, 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 GENESIS in performance or non-performance of the terms of this Agreement. MEDIC EMS agrees to indemnify, hold harmless, and defend GENESIS, 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.

- F. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by, the laws of the State of Iowa.
- G. **Entire Agreement and Modifications to Agreement.** This Agreement and its attachments constitute the entire agreement of the Parties with respect to the subject matter herein. 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.
- H. **Authority to Execute Agreement.** Each of the individuals executing this Agreement represents and warrants that it has the authority to execute this Agreement and bind their respective corporation.
- I. **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.
- J. **Assignment.** This Agreement may not be assigned without the written consent of both Parties.
- K. **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:

GENESIS HEALTH SYSTEM

MEDIC EMS of Scott County

Attention: President, GMC, Davenport
1227 East Rusholme Street
Davenport, IA 52803

Attention: Director
600 W. 4TH ST
Davenport, IA 52801-1030

With a copy to:
Vice President, Legal Services
1227 East Rusholme Street
Davenport, IA 52803

- L. **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.
- M. **Dispute Resolution.**
 - 1. **Informal Dispute Resolution.** If a claim, dispute or alleged breach arising out of, or relating to this Agreement ("Dispute") arises under this Agreement, the Parties agree to initially attempt to resolve such Dispute informally. In the event such resolution is not possible between the Parties' operations personnel, the dispute will be submitted to the Parties' senior administrative officers (President level or higher) for resolution.
 - 2. **Mediation.** If a Dispute arises under this Agreement and the Parties are not able to resolve it through the informal dispute resolution process described above, and if the Parties do not choose to leave it unresolved, then instead of commencing a court proceeding to resolve the Dispute, the Party desiring a resolution shall first submit the Dispute to non-binding mediation before a mutually agreeable single mediator or if such person cannot be agreed upon within five

(5) business days, to a mediator designated by the American Health Lawyers Association's Alternative Dispute Resolution Service ("AHLA"). In the event that the AHLA no longer exists, the mediator shall be chosen by the Presiding Judge (or designee) of the District Court of the State of Iowa for Scott County. The mediator's fees shall be assessed equally to the Parties. During the pendency of any such mediation, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

3. Arbitration. If the Parties are unable to resolve the Dispute through the mediation process described above, then either Party may submit a demand for arbitration, and upon demand, any such Dispute shall be settled in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall make written findings of fact and conclusions of law. The Parties agree that the arbitrator's findings of fact shall be final and binding upon the Parties and that the arbitrator's award shall be final, binding and enforceable upon the Parties and their successors except that the Parties shall have the right to appeal to a court of competent jurisdiction any conclusion of law made by such arbitrator. The Parties agree that (a) one arbitrator shall be selected pursuant to the rules and procedures of the AAA, (b) the arbitrator will not have the authority to award punitive damages, and (c) the arbitrator will not have the authority to award attorneys' fees. The Parties agree that the Federal Arbitration Act and the federal substantive law promulgated relative thereto shall be the applicable governing law regarding the application, implementation, interpretation and enforcement of the rights to arbitration as set forth in this subparagraph. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.
4. Injunctive Relief. Either Party shall have the right to pursue injunctive or other equitable remedies to enforce the terms of this provision entitled. In addition, sub paragraphs 2 and 3 of said provision shall not preclude either Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction with respect to any Dispute.

N. Survival. The following provisions shall survive termination or expiration of this Agreement: Insurance and Licensing; Independent Contractor; Billing and Compensation for Ambulance Services; Government Access to Records; Compliance with Law and Government Program Participation; Confidentiality of Patient Information; Indemnification; Governing Law; Assignment; and Dispute Resolution.

[signature page follows]

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

GENESIS HEALTH SYSTEM d/b/a
GENESIS MEDICAL CENTER, DAVENPORT

MEDIC EMS of Scott County

BY: _____
President

BY: _____
Director

DATE:

DATE:

APPENDIX A

GENESIS FINANCIAL RESPONSIBILITY FOR HOSPITAL PATIENTS

GENESIS shall be directly responsible for the payment of those services rendered as outlined below, at the rates set forth in Appendix B:

1. Inpatients/DRG: Medical transportation services provided to all Medicare or Medicaid inpatients or inpatients where GENESIS has legal or contractual obligations with a third party payor or carrier to assume all related costs (including ambulance transports) for care on a per diem or bundled basis and/or where the MEDIC EMS is precluded by law from billing insurance for such transport. Inpatients are described as any GENESIS patients for whom an admission order has been given by a physician with GENESIS admitting privileges, any patient for whom GENESIS is paid under Medicare Part A at the time of transport, and any patient who may be transported from GENESIS to another facility, and returned back to GENESIS 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 GENESIS by MEDIC EMS.
2. Intercampus Transports: When a patient insured by Medicare (or any other payor which follows Medicare's payment rules for interfacility transports) presents to one GENESIS campus, is ordered to be admitted, and is then transported to the other GENESIS campus, **the transport is billable to GENESIS. The only exception shall be if GENESIS promptly furnishes documentation to the satisfaction of MEDIC EMS establishing that the patient was not an inpatient at the time of the transport, and/or otherwise** does not meet the "three-part test, as described below. In any such case, GENESIS will not be held financially responsible.
3. 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 GENESIS) 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. GENESIS shall furnish to MEDIC EMS's satisfaction appropriate documentation of GENESIS legacy provider numbers, NPI numbers and other information that MEDIC EMS may reasonably require to determine if this criterion is met. GENESIS shall also be responsible to furnish MEDIC EMS with information regarding the classification of GENESIS locations as provider-based or freestanding to allow MEDIC EMS to properly apply this 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 coverage requirements are met). For purposes of determining inpatient status, a GENESIS patient shall be deemed to be an inpatient if either (1) GENESIS has classified the patient as an inpatient; or (2) GENESIS has claimed and/or received reimbursement for the patient as an inpatient covering the date of the transport.

**APPENDIX B
FEE SCHEDULE FOR MEDIC EMS SERVICES**

Fee Schedule* will be billed monthly to GENESIS by MEDIC EMS:

A. Ambulance Fee Schedule (2023 CMS Fee Schedule)*

Mileage (HCPCS A0425)**	\$8.71 (transport or loaded miles)
BLS Non-Emergency (HCPCS A0428)	\$253.79
BLS Emergency (HCPCS A0429)	\$406.06
ALS 1 Non-Emergency (HCPCS A0426)	\$304.54
ALS 1 Emergency (HCPCS A0427)	\$482.20
ALS 2 (HCPCS A0433)	\$697.91
SCT (HCPCS A0434)	\$824.81
Standby	\$30 per 15-minute increment – round up to the nearest 15-minute increment

*All Base Rate 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) and in effect on the date the Service is rendered. The Parties acknowledge that a written amendment will not be required to the Agreement nor will a written notification be sent to Genesis by MEDIC EMS each time CMS revises its fee schedule, as such schedule is publicly available.

**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.

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 19, 2023

APPROVING AMBULANCE SERVICE AGREEMENT BETWEEN MEDIC EMS OF SCOTT
COUNTY AND GENESIS MEDICAL CENTER

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

Section 1. This agreement provides ambulance services for Genesis Medical Center in providing patient transports from the hospital and other services.

Section 2. This agreement provides the ability to purchase medical supplies from Genesis Medical Center.

Section 3. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements on behalf of the Board.

Section 4: This resolution shall take effect immediately.

MEDIC EMS of Scott County

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

Item 17
12/19/2023



December 12, 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.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement (“Agreement”) is made effective as of January 01, 2024 (the “Effective Date”) by and between MEDIC EMS of Scott County, an Iowa county government (“Ambulance”) and Mercy Medical Center – Clinton, Inc. dba MercyOne Clinton Medical Center, a Delaware nonprofit corporation (“MercyOne”) (individually a “Party” and collectively “Parties”).

RECITALS

A. MercyOne provides medical services area and desires to enter into an agreement to meet the medical transportation needs of its patients.

B. Ambulance is a state authorized and Medicare approved ambulance service provider in the business of providing medical transportation in MercyOne’s service area and desires to provide such services to MercyOne’s patients.

NOW THEREFORE, in consideration of the foregoing premises and the following covenants and agreements, the Parties hereby agree as follows:

ARTICLE I DUTIES AND OBLIGATIONS

1.1 SERVICES. Ambulance shall provide both emergent and non-emergent ambulance transportation to MercyOne’s patients upon request by MercyOne (the “Services”) in accordance with the following standards and conditions:

- (a) MercyOne may request Services by calling Ambulance at (563) 244-3650 and providing appropriate patient information. Ambulance will determine, in accordance with applicable dispatch protocols, whether the patient’s condition meets criteria for emergent or non-emergent transportation.
- (b) For all emergency transports, Ambulance shall arrive at the requested pick-up location promptly following a request for transport. Emergency transports will be appropriately staffed and equipped with Advanced Life Support or Basic Life Support.
- (c) For all non-emergent transports, Ambulance shall schedule a pick-up time that is agreed to by MercyOne. Non-emergent transfers greater than forty (40) miles may be staffed by a crew from Ambulance’s operations in Davenport, IA, as available, unless MercyOne designates the request as “STAT”, in which case the Clinton-based crew will respond, if available.
- (d) MercyOne shall provide as much advance notice as reasonable when requesting non-emergent transports and provide necessary patient information to permit Ambulance to properly bill for the transport including, without limitation,

information on Medicare patients necessary to determine whether Ambulance or MercyOne shall be responsible for billing.

- (e) MercyOne understands that the provision of Services is subject to availability of staff and ambulances and that there may be times when Services are not available due to reasons such as a current transport being provided, high demand, emergencies, patient & crew safety, weather conditions or unforeseen circumstances. If Ambulance is unable to provide Services, MercyOne may seek services from another ambulance provider, in its discretion and at its cost. MercyOne understands that, in those instances where Ambulance is unavailable, Ambulance has no responsibility to arrange or pay for charges of a substitute provider or to pay MercyOne 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 Ambulance will not be able to operate in a reasonably safe manner, MercyOne or Ambulance may cancel or postpone requests for such ambulance services in the interest of safety. In the event of a system overload in Scott County, Ambulance's vehicle(s) located at MercyOne may be summoned to Scott County. MercyOne will be notified of such events when ambulance services are temporarily halted and an estimated timeline will be given to MercyOne for resumption of service.
- (f) Ambulance shall staff one ambulance with Advanced Life Support capabilities at MercyOne at all times.
- (g) Each ambulance shall be equipped with a communication system allowing for communication with MED-COM via a land mobile radio system and also allowing for communication with MercyOne via VHF radio. Ambulance shall provide necessary training to Ambulance personnel on the proper use of such communication equipment. MercyOne shall permit Ambulance to roll its telephone service line into the MED-COM call receiving center during the Term of this Agreement.
- (h) MercyOne shall provide nursing or other support personnel when indicate by the needs of a given transport. MercyOne shall remain responsible for such personnel's salary, benefits, employment taxes and insurance. Such personnel will not be considered employees of Ambulance for any purpose.
- (i) MercyOne shall provide facilities and housing to Ambulance Personnel, as defined herein, stationed at MercyOne, to include telephone, facsimile services, and dedicated internet connection necessary for Ambulance Personnel to perform Services under this Agreement. The facilities shall, at a minimum, permit for two (2) Ambulance Personnel at all times to include, a lounge, sleeping quarters, linens, and access to restrooms. Ambulance Personnel shall be provided with access control cards for hospital units and corridors to permit Personnel to promptly transport patients when necessary.

- (j) MercyOne shall also provide a heated garage area with sufficient space for two (2) ambulances and storage of equipment, and electrical hook-ups.
- (k) In performance of its obligations hereunder, Ambulance shall, at all times:
 - a. Act in accordance with the terms of this Agreement and all applicable federal, state and local laws and regulations governing the Services.
 - b. Provide the Services for the Term of this Agreement, or, if unable to provide the Services with respect to a particular transport, it shall notify MercyOne at the time of request.
 - c. Utilize qualified employees, contractors or agents (“Personnel”) that have appropriate qualifications and training.
 - d. Ensure that all Personnel are appropriately certified, licensed or credentialed, as applicable for their respective position.
 - e. Ensure all Personnel comply with a professional dress code and all applicable policies and procedures of Hospital while providing the Services.
 - f. Equip all vehicles with the necessary equipment and supplies as required by Iowa law for the provision of Services and in accordance with MercyOne’s requirements.
 - g. Actively participate in MercyOne’s quality of care committees and other committees related to Services as reasonably requested by MercyOne.
 - h. Provide quality metric reviews of the Services on a regularly scheduled basis to allow the Parties to gauge the effectiveness and efficiency of the Services.
 - i. Provide or contract for all maintenance of vehicles, on-board equipment, and facilities (other than MercyOne facilities and equipment) used in performance of the Services.

1.2 **AMBULANCES AND EQUIPMENT.** All ambulances and equipment utilized by Ambulance in providing Services pursuant to this Agreement shall be owned or operated by Ambulance and must meet all local, state and federal laws, regulations, and standards for transporting patients. All ambulances shall be equipped with Advanced Life Support or Basic Life Support.

1.3 **COMPLIANCE WITH POLICIES AND PROCEDURES.** Ambulance recognizes that MercyOne is subject to the United States Conference of Catholic Bishops’ Ethical and Religious Directives for Catholic Health Care Services (“Directives”) which are available at <http://www.usccb.org>. Nothing in this Agreement shall cause MercyOne to violate the Directives.

The Parties also acknowledge that Ambulance maintains and abides by the MercyOne *Code of Conduct* available at <https://www.mercyone.org/about-us/integrity-and-compliance>. If performance of this Agreement would violate such *Code of Conduct*, the parties shall, in good faith, negotiate a resolution. If a resolution is not reached within

thirty (30) days, MercyOne may terminate this Agreement immediately and without penalty.

ARTICLE II BILLING AND PAYMENT

2.1 BILLING.

- (a) Except as provided in Section 2.1(b), Ambulance shall be solely responsible for billing patients, Medicare, Medicaid or other third-party reimbursement sources (“Reimbursement Source(s)”) for Services provided to MercyOne’s patients by Ambulance, including determining the medical necessity for Services provided. Ambulance shall keep all payments received from Reimbursement Sources it bills as payment in full for Services rendered.
- (b) MercyOne shall be financially responsible for the Services provided by Ambulance under this Agreement only in the following instances:
 - (i) MercyOne authorizes Ambulance to bill MercyOne for the Services by providing Ambulance with an Authorization Form signed by a MercyOne designee (See form attached as Exhibit A) (upon appropriate signature, Exhibit A becomes “fully executed Authorization Form”).
 - (ii) Ambulance’s claim for payment from a Reimbursement Source is or would be denied because MercyOne’s contract with the same Reimbursement Source holds MercyOne responsible for the Services and requires such Services be included in MercyOne’s bill to the Reimbursement Source. MercyOne shall not be liable for any other reason for denial of payment to Ambulance by a Reimbursement Source, including, but not limited to, lack of medical necessity.
- (c) Protocol for Billing.
 - (i) When scheduling a non-emergent transportation request call to Ambulance, the MercyOne’s representative will verify the patient has insurance and that the transfer is medically necessary. If these two (2) criteria are established, then the Parties shall proceed according to Section 2.1(a). If either of these criteria is not established, then Ambulance shall require a MercyOne Authorization Form and Ambulance shall invoice MercyOne for the charges in accordance with Section 2.2.
 - (ii) When providing Services for an emergent transport, Ambulance shall bill the patient or the patient’s third party payor, as applicable.
- (d) Services for which MercyOne is financially responsible under Paragraph 2.1(b) shall be charged according to the fee schedule attached as Exhibit B.

- 2.2. INVOICES. Ambulance shall submit to MercyOne within sixty (60) days after the end of each month an invoice for Services rendered to each patient during the previous month for which MercyOne is responsible for payment pursuant to Section 2.1. Upon request, Ambulance shall submit to MercyOne a fully executed Authorization Form and/or copies of submissions to third party payors and their denial of payment for Services rendered, as applicable. Except as provided in Section 2.1, MercyOne shall not be financially responsible for any Services rendered by Ambulance to patients without a fully executed Authorization Form and/or evidence that Ambulance submitted a claim to the appropriate Reimbursement Source and such claim was denied because of MercyOne's contract with the Reimbursement Source holds MercyOne financially responsible for Services and requires that the cost of the Services be included in MercyOne's bill to the Reimbursement Source.

ARTICLE III TERM AND TERMINATION

- 3.1 TERM. The term of this Agreement shall commence as of the Effective Date and shall continue for eighteen (18) months, but may be extended for up to three (3) additional periods of one (1) year if mutually agreed upon in writing by the Parties ("Term"). This Agreement may be terminated prior to the expiration of the Term as provided in this Agreement.
- (a) Termination by MercyOne. MercyOne may terminate this Agreement effective immediately upon the occurrence of any of the following events:
- (i) Ambulance ceases to be in good standing with licensing authorities.
 - (ii) MercyOne determines that Ambulance poses a present danger to patients.
 - (iii) Ambulance fails to be covered by adequate insurance as required by Article IV of this Agreement.
 - (iv) Ambulance is excluded, debarred, suspended, or otherwise ineligible for participation in any governmental health care program, as defined in Section 5.2, or engages in fraudulent or dishonest practices or other misconduct in the rendering of Services under this Agreement.
- (b) Termination With or Without Cause. This Agreement may be terminated with or without cause, by either Party upon thirty (30) days prior written notice.
- (c) Mutual Termination. This Agreement may be terminated at any time upon the mutual agreement of the Parties.

ARTICLE IV INSURANCE

- 4.1 INSURANCE. During the Term of this Agreement, Ambulance shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to MercyOne, the following insurance coverage types and limits:

- (a) Professional Liability [and/or Errors & Omissions Liability] insurance for services provided in relation to this Agreement with primary limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate;
- (b) Commercial General Liability insurance covering against bodily injury, property damage, contractors' products and completed operations, personal and advertising injury and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. MercyOne must be included as an additional insured at all times during the term of this Agreement or any extension thereof;
- (c) Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. MercyOne must be included as an additional insured at all times during the term of this Agreement or any extension thereof;
- (d) Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

4.2 INSURANCE RELATED TERMS

- (a) Self-Insurance. If Ambulance maintains a program of self-insurance for any coverage listed in this Section, Ambulance must provide documentation of financial strength such that MercyOne may ascertain acceptability of self-insured arrangement.
- (b) Proof of Insurance. Ambulance shall provide MercyOne with evidence of coverage no later than the Effective Date of this Agreement. Ambulance shall provide MercyOne with updated certificates of insurance annually and/or upon request to evidence Ambulance's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to MercyOne.
- (c) Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

4.3 INSURANCE OBLIGATIONS. The provisions of this Section shall not be deemed to limit the liability of Ambulance hereunder or limit any right that MercyOne may have

including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of MercyOne to request certificates of insurance shall not constitute a waiver of Ambulance's obligations and requirements to maintain the minimal insurance coverage referenced above. If Ambulance utilizes subcontractors to provide any services under this Agreement, Ambulance shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in the relevant industry.

**ARTICLE V
FRAUD AND ABUSE, EXCLUDED PROVIDER**

- 5.1 **FRAUD AND ABUSE.** Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself/herself/itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC § 1320a-7b).
- 5.2 **EXCLUDED PROVIDER.** Each Party represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as "Governmental Health Care Program"). Each Party agrees to immediately notify the other party of any threatened, proposed, or actual exclusion of it from participation in any Governmental Health Care Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that it is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

**ARTICLE VI
RELATIONSHIP OF THE PARTIES**

- 6.1 **INDEPENDENT CONTRACTOR STATUS.** This Agreement is an independent contract between MercyOne and Ambulance. Neither Party shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency. MercyOne shall not exercise any control or direction over the methods by which Ambulance performs their professional work and functions. The sole interest and responsibility of MercyOne is to ensure that Services under this Agreement are performed and rendered in a competent, efficient and satisfactory manner.
- 6.2 Nothing in this Agreement shall be construed as to limit or restrict in any manner either Party's right to render the same or similar services as those covered in this Agreement to other individuals and entities, including but not limited to other acute care facilities. Nothing in this Agreement shall be construed as limiting or restricting in any manner MercyOne's right to obtain the same or similar services as those provided by Ambulance pursuant to this Agreement from other individuals or entities.

ARTICLE VII

ACCESS TO RECORDS

- 7.1 Until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, both Parties agrees to make available, upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, or any duly authorized state agency, this Agreement, and books, documents, and records of the Parties that are necessary to certify the extent of costs incurred by MercyOne under this Agreement. This Agreement shall not be construed to permit access to books, records and documents deemed confidential under any evidentiary privileges including, but not limited to, the attorney-client, doctor-patient, and accountant-client privileges.
- 7.2 If Ambulance carries out any of the duties of this Agreement with a value of \$10,000 or more over a twelve-month period through a subcontract with a related organization or individual, such subcontract must contain a provision incorporating the requirement of Section 7.1 to the subcontractor.

ARTICLE VIII NON DISCRIMINATION

- 8.1 Ambulance agrees that no person will be denied the benefit of or be otherwise subjected to discrimination under any program or activity provided by Ambulance on the grounds of age, race, creed, sex, color, religion, handicap, marital status or national origin.

ARTICLE IX INDEMNIFICATION

- 9.1 Each Party shall indemnify and hold harmless the other Party against all actions, claims, demands and liabilities and against all loss, damage, costs and expenses including reasonable attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of the Party, or any of its employees, subcontractors, or agents providing Services under this Agreement, in connection with the Party's obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the other Party, its officers, employees or agents.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.1 **WAIVER.** The failure of either Party to insist in any one or more instances 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, and the obligations of the other Party with respect thereto shall continue in full force and effect.
- 10.2 **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

- 10.3 COMPLIANCE WITH ALL LAWS AND REGULATIONS. Notwithstanding anything to the contrary in this Agreement, in the event either Party, in consultation with counsel, develops a good faith concern that continued operation of this Agreement or any activity of a Party is in violation of any applicable federal, state or local law or any regulation, order or policy issued under any such law, such Party shall immediately notify the other Party in writing of such concern, the specific activities giving rise to such concern and the reason therefore. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities describe in the notice will cease or be appropriately altered until the concern is resolved, and in addition, either Party shall have the right to immediately terminate the Agreement.
- 10.4 CHANGE IN LAW OR REGULATION. In the event any applicable federal, state or local law or any regulation, order or policy issued under any such law is changed (or any judicial interpretation thereof is developed or changed) in a way which will have a material adverse effect on the practical realization of the benefits anticipated by either Party, the adversely affected Party shall notify the other Party in writing of such change and the effect of the change. Thereafter, the Parties shall enter into good faith negotiations to modify this Agreement to compensate for such change. If an agreement on a method for modifying this Agreement is not reached within thirty (30) days of such written notice, either Party may immediately terminate this Agreement.
- 10.5 NOTICES. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:
- If to Ambulance: MEDIC EMS of Scott County
600 W 4th Street
Davenport, Iowa 52081-1030
- If to MercyOne: MercyOne Clinton Medical Center
1410 N 4th Street
Clinton, Iowa 52732
Attn: COO
- 10.6 NO REFERRALS. Nothing in this Agreement shall be construed to require Ambulance to refer patients to MercyOne or to require MercyOne to refer patients to Ambulance. Ambulance and MercyOne shall each be entitled to use its absolute discretion in referring patients for healthcare services.
- 10.7 ASSIGNMENT. Neither party may assign this Agreement, except to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties

- 10.8 SEVERABILITY. The provisions of this Agreement are severable and, if any portion is held invalid, illegal or unenforceable, the remainder shall be effective and binding upon the parties.
- 10.9 ENFORCEABILITY. This Agreement shall be enforceable only by the Parties and MercyOne's successors in interest by assignment, to the extent permissible. No other person shall have the right to enforce any of the provisions contained herein nor is this Agreement intended to create any third-party beneficiary rights.
- 10.10 CONSTRUCTION. The headings of the sections and paragraphs contained in this Agreement are for convenience and reference purposes only and shall not be construed as affecting the interpretation or meaning of the terms of this Agreement.
- 10.11 EXHIBITS AND SCHEDULES. All Exhibits, Schedules, Addenda and other Attachments hereto are incorporated by reference into and part of this Agreement.
- 10.12 ENTIRE AGREEMENT. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof. Any prior agreements between the parties as to the subject matter of this Agreement are hereby expressly terminated.
- 10.13 AMENDMENTS. The Parties may amend this Agreement without additional consideration if the amendment is written and signed by both parties.
- 10.14 FORCE MAJEURE. MercyOne shall not be liable to Ambulance for failure to perform an obligation under this Agreement when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or because of war or other emergency, or for any other cause beyond MercyOne reasonable control.
- 10.15 HIPAA. Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Each party's obligation to maintain the confidentiality of HIPAA information shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date first written above.

MERCYONE

AMBULANCE

By: _____

By: _____

Printed: Melissa Wood

Printed: Paul Andorf

Its: COO

Its: Director

Date: _____

Date: _____

Exhibit A

Ambulance Transport Authorization Form

Patient Name: _____

Date of Service: _____

Patient ID Sticker:

MercyOne hereby authorizes Ambulance to transport the above-named patient

From: _____

To: _____

MercyOne shall be responsible for payment of the ambulance service described above.

This Authorization is specifically limited to the patient named above, from the location named above and on the date of service listed above.

Signature of Authorized Representative

Date

Printed Name

Title

Exhibit B
Fee Schedule

Ambulance shall invoice MercyOne at 100% of the then-current Medicare Part B Ambulance Fee Schedule.

Ambulance will not invoice MercyOne for supplies used.

If Hospital requests stand-by services, a rate of Twenty-Five Dollars (\$25.00) per 15 minute interval will be charged.

In order to assure access to quality ambulance transport services to its patients, MercyOne has agreed to share in the expense of certain transports for which Ambulance is unable to recover payment from patients. To that end, for patients who are transferred greater than forty (40) miles from MercyOne and fail to pay the balance in full within six (6) months, MercyOne will pay Ambulance fifty percent (50%) of the outstanding balance. If Ambulance later recovers any portion of such amount from the patient or other payor, Ambulance shall refund to MercyOne fifty percent (50%) such amounts received.

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 19, 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.

MEDIC EMS of Scott County

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

Item 18
12/19/2023



December 12, 2023

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

Attached is an EMS Nontransport Service Program agreement with EMS non-transport agencies in Scott County. A transport agreement is a written agreement executed between two or more service programs and filed with the department that ensures response and transportation for initial 911 or emergency calls 24 hours per day, seven days per week.

This agreement will allow participating EMS service programs to ensure patient transportation is available, defines the responsibilities of each participating agency and provides risk management.

Iowa Administrative Rule requires nontransport service programs maintain an executed transport agreement ensuring simultaneous dispatch with an authorized transport service program for all 911 or emergency calls.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

This resolution will allow the Director of MEDIC EMS of Scott County to sign the agreement on behalf of the Scott County Board of Supervisors.

**2024 EMS Transportation Agreement
for Scott County Iowa EMS Nontransport Service Programs**

SECTION 1: PARTIES TO THIS AGREEMENT

The agencies listed below have entered into this agreement to ensure all components of the EMS system are efficiently and effectively utilized by ensuring simultaneous dispatch with an authorized transport service program for all 911 emergency medical calls.

NONTRANSPORT SERVICE PROGRAM				
Service Name	City	Representative Name	Signature	Date
Bettendorf Fire Department	Bettendorf, IA	Troy Said		
Blue Grass Fire Department	Blue Grass, IA	Brian Seamer		
Buffalo Fire Department	Buffalo, IA	Doug Anderson		
Davenport Fire Department	Davenport, IA	Michael Carlsten		
Dixon Fire Department	Dixon, IA	Patrick Miller		
Donahue Fire Department	Donahue, IA	David Coon		
Eldridge Fire Department	Eldridge, IA	Keith Schneckloth		
LeClaire Fire Department	LeClaire, IA	Shane Bleeker		
Long Grove Fire Department	Long Grove, IA	Josh Roe		
Maysville Fire Department	Maysville, IA	Dave Arp		
McCausland Fire Department	McCausland, IA	Anthony Dipple		
New Liberty Fire Department	New Liberty, IA	Chad Petersen		
Princeton Fire Department	Princeton, IA	Karen Woomert		
Riverdale Fire Department	Riverdale, IA	Chris Bernard		
Walcott Fire Department	Walcott, IA	Korry Kraft		
Walcott Police Department	Walcott, IA	Jeff Blake		
TRANSPORT SERVICE PROGRAM				
Service Name	City	Representative Name	Signature	Date
Bennett Ambulance Service	Bennett, IA	Brent Arp		
Durant Ambulance Service	Durant, IA	Andy Gruman		
MED-FORCE	Colona, IL	Kevin Takacs		
MEDIC EMS of Scott County	Davenport, IA	Paul Andorf		
Wheatland EMS	Wheatland, IA	Andrea Warner		
PSAP/DISPATCH COMMUNICATION CENTER				
Name	City	Representative Name	Signature	Date
Scott Emergency Communications Center	Davenport, IA	Tracey Screechfield		

**2024 EMS Transportation Agreement
for Scott County Iowa EMS Nontransport Service Programs**

SECTION 2: PURPOSE OF THIS AGREEMENT

A transport agreement is a written agreement executed between two or more service programs and filed with the department that ensures response and transportation for initial 911 or emergency calls 24 hours per day, seven days per week.

This agreement will allow participating EMS service programs to ensure patient transportation is available, defines the responsibilities of each participating agency and provides risk management.

IOWA EMS SERVICE PROGRAM REQUIREMENTS:

Nontransport Service Program – Iowa Administrative Rule requires nontransport service programs maintain an executed transport agreement ensuring simultaneous dispatch with an authorized transport service program for all 911 or emergency calls.

Transport Service / full authorization - staffed at a minimum of the EMT level or the level of care which will be provided by the service program or through a transport agreement for initial 911 or emergency calls 24 hours per day, seven days per week.

The agencies have entered into this agreement to bring about these requirements.

SECTION 3: DISPATCH POLICY

PSAP/Dispatch Communications Center - The communications center agrees to simultaneously dispatch the transport service program with the nontransport service program for 911 or emergency calls.

SECTION 4: DUTIES AND RESPONSIBILITIES

Compensation/Reimbursement – To be determined by parties/services involved in the execution of this plan.

Liability - Each agency listed in the agreement shall have liability insurance coverage for the service program and emergency medical care provider staff and bear the liability and cost of damage to its personnel, vehicles, and equipment. Each party to the agreement shall be responsible for defending claims made against it or its staff arising from participation in this agreement.

Insurance - Each agency listed in 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, workers compensation, unemployment insurance, automobile liability, and property damage.

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 participating agencies hereto. Each agency shall be deemed to be an independent contractor. No agency, 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 agencies 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 agencies 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.

Termination - Any agency listed in this agreement may terminate the agreement by providing thirty (30) days written notice to the other parties. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining agencies so long as two or more EMS service programs are parties to the agreement.

Duration of Agreement - The agreement shall be in effect upon signature of the service programs and communications center. The agreement shall be in effect from the date of execution unless terminated earlier in accordance with the termination section of this agreement.

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 19, 2023

APPROVING EMS TRANSPORTATION AGREEMENT FOR SCOTT COUNTY IOWA EMS NONTRANSPORT SERVICE PROGRAMS

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

- Section 1. A transport agreement is a written agreement executed between two or more service programs and filed with the department that ensures response and transportation for initial 911 or emergency calls 24 hours per day, seven days per week.
- Section 2. This agreement will allow participating EMS service programs to ensure patient transportation is available, defines the responsibilities of each participating agency and provides risk management.
- Section 3. Iowa Administrative Rule requires nontransport service programs maintain an executed transport agreement ensuring simultaneous dispatch with an authorized transport service program for all 911 or emergency calls.
- Section 4. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said EMS Transportation Agreement for Scott County Iowa EMS Nontransport Service Programs on behalf of the Board.
- Section 5: This resolution shall take effect immediately.

MEDIC EMS of Scott County

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



December 12, 2023

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

Attached is a hospice ambulance service agreement with UnityPoint Hospice to provide services to its patients. The Scott County legal department has reviewed the agreement and found it is sufficient to meet the intended purpose. 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.

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement (“Agreement”) is by and between UnityPoint at Home dba UnityPoint Hospice, an Iowa nonprofit corporation located at 106 19th Ave. Suite 101, Moline, IL 61265-3700 (“Hospice”) and MEDIC EMS of Scott County, (“Company”) located at 600 West 4th Street, Davenport, IA 52801-1030. Hospice and Company are herein referred to individually as a (“Party”) or collectively as the (“Parties”).

RECITALS

WHEREAS, Hospice provides services within the Quad Cities and surrounding areas and desires to enter into an agreement to meet the medical transportation needs of its patients; and

WHEREAS, Company is a state authorized and Medicare approved ambulance service provider in the business of providing medical transportation in Iowa and desires to provide such services to Hospice patients; and

WHEREAS, Hospice must maintain control and coordination of services provided including the overall professional and administrative responsibility for the referral and acceptance of clients, services provided and manner furnished. Therefore, Hospice retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Company Providers under this Agreement are furnished in a safe and effective manner by qualified personnel and in accordance with applicable standards.

NOW THEREFORE, in consideration of the foregoing premises and the following covenants and agreements, the Parties hereby agree as follows:

ARTICLE I DUTIES AND OBLIGATIONS OF COMPANY

Section 1.1 - Services. Company shall provide both emergent and non-emergent ambulance transportation to Hospice patients upon request by Hospice (the “**Services**”) in accordance with the following standards and conditions. Services shall be provided twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, when Company has staff available to carry out the Services needed.

- a. Company shall respond to requests for non-emergent services in a timely manner based on a mutually agreed upon schedule. Company shall respond to requests for emergency services in accordance with any applicable laws or regulations. For any previously scheduled request to transport, Company shall arrive at the requested pick up location at the scheduled time.
- b. Hospice expressly understands and acknowledges that Company may be unavailable at times due to high demand, emergencies or other unforeseen circumstances. Company will notify as soon as possible Hospice when requests for Company under this Agreement cannot be honored to permit Hospice to obtain the services of another provider. Hospice understands that, in those instances where Company is unavailable, that Company has no responsibility to arrange or pay for

the charges of a substitute provider or to pay Hospice the difference, if any, between the contracted rate and the charges of any such substitute provider.

- c. All Services provided by Company pursuant to this Agreement shall be provided by qualified, licensed individuals who have a contractual or employment relationship with Company (“**Providers**”). Company must obtain background checks, including but not limited to licensure, orientation, competencies, criminal background checks, OIG and other applicable exclusion list checks, dependent adult abuse checks, immunizations, OSHA, HIPAA, and medical record requirements on staff who have direct contact with patients or access to patient’s medical records. All Services rendered by Company through its Providers shall be in accordance with participation and reimbursement coverage requirements imposed by applicable governmental and other third party reimbursement sources.
- d. Hospice shall not be liable for patient’s personal items that may be transported with the patient during transport.

Section 1.2 - Contract Compliance. Company specifically agrees and warrants that all Services and/or products to be provided to Hospice under this Agreement will meet or exceed, and will comply with, all of the following, if and as applicable:

- a. All Medicare Conditions of Participation and Performance Standards, as amended or revised;
- b. All Accreditation Standards and Elements of Performance, as amended or revised;
- c. All federal, state, and local statutes, regulations and guidelines, as amended or revised; and
- d. All relevant federal and state licensing and certification requirements, as amended or revised.

Section 1.3 - Quality Assessment Performance Improvement Program and Reporting of Alleged Violations.

- a. Company must follow an incident tracking program for patient and employee events as well as patient complaints. Company must report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual and physical abuse, including injuries of unknown source, and the misappropriation of patient property by anyone unrelated to the Hospice immediately to the Hospice and other appropriate authorities.
- b. The services provided under this Agreement may be monitored as part of the Hospice’s Quality Assessment Performance Improvement (“QAPI”) program. Incident reports, patient evaluations, chart audits, audits related to this Agreement, and other reviews pursuant to Hospice policies and procedures may be completed to verify compliance with the terms of this Agreement, Hospice policies, and all applicable regulations. Company personnel shall cooperate with the QAPI efforts of the Hospice.

The provision of any Services and/or products by Company that fail to meet the above requirements, as applicable, shall be considered the provision of a deficient Service or product.

The provision of a deficient Service or product shall constitute a substantial and material breach of this Agreement and shall be grounds for the immediate termination of this Agreement by Hospice without any right of cure. Hospice shall be entitled to seek legal redress for any loss, claim or expense caused by the provision of any deficient Service or product via any legal or equitable remedy then available to Hospice.

Section 1.4 - Ambulance and Equipment. All ambulances and equipment utilized by Company in providing Services pursuant to this Agreement shall be operated by Company unless provided pursuant to Section 1.1 and must meet all local, state and federal laws, regulations and standards for transporting patients. If Company transports neonates the Company shall also comply with relevant laws, regulations and standards for neonate transports.

ARTICLE II BILLING AND PAYMENT

Section 2.1 – Billing.

- a. Hospice shall be financially responsible for the Services provided by Company under this Agreement only when Hospice authorizes Company to bill Hospice for the Services upon providing Company a fully executed Authorization Form, substantially in conformity with Exhibit A attached hereto, or in some other manor as agreed to by both Parties.
- b. For Services in which Hospice is not financially responsible, Company shall be solely responsible for billing patients and/or third party reimbursement sources (collectively “reimbursement sources”) for Services provided to Hospice patients by Company. Company shall keep all payments received from such reimbursement sources it bills as payment in full for Services rendered.
- c. For Services in which Hospice is financially responsible shall be charged according to the current Medicare guidelines and rates unless alternative rates are mutually agreed upon and noted in an attached Exhibit. For Services in which Hospice is not financially responsible, Hospice shall not be liable for any reason for denial of payment to Company by a reimbursement source, including but not limited to lack of medical necessity.
- d. If for any reason Company has received payment from both a payor and Hospice, Company should reimburse Hospice or payor accordingly for the additional payment.

Section 2.2 – Invoices. Company shall submit to Hospice within sixty (60) days after the end of each month an invoice for Services rendered to each patient during the previous month for which Hospice is responsible for payment pursuant to Section 2.1.

**ARTICLE III
TERM AND TERMINATION**

Section 3.1 - Effective Date: This Agreement shall become effective on January 1, 2024, and shall be effective for twelve (12) months thereafter. After the initial term, this Agreement shall be automatically renewed for successive twelve (12) month periods.

All notices or other communications which may be or are required to be given, served, or sent by any Party to the other Party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, facsimile, or electronic mail. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each Party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent to:

For Hospice:

UnityPoint at Home
Attn: Contracts
1776 West Lakes Pkwy, STE 400
West Des Moines, IA 50266

For Company:

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

Section 3.2 - Termination by Hospice. Hospice may terminate this Agreement effective immediately upon the occurrence of any one or more of the following events:

- Company or any of its Providers ceases to be in good standing with licensing authorities;
- In the reasonable judgment of Hospice, Company or any of its Providers poses a present danger to its patients;
- Company fails to be covered by adequate insurance coverage as required by Section 4.1 of this Agreement; or
- Company or any of its Providers is excluded, debarred, suspended, or otherwise ineligible for participation in any governmental health care programs, as defined in Section 5.1, or engages in fraudulent or dishonest practices or other misconduct in the rendering of Services under this Agreement.

Section 3.3 – Termination With or Without Cause. Either Party upon thirty (30) days prior written notice may terminate this Agreement, with or without cause.

Section 3.4 - Mutual Termination. This Agreement may be terminated at any time upon the mutual agreement of the Parties.

**ARTICLE IV
INSURANCE**

Section 4.1 – Insurance Requirements. Company shall maintain professional liability insurance with a minimum liability limit of \$1,000,000 for each incident, \$3,000,000 in the aggregate and \$1,000,000 in general liability insurance on behalf of itself and all of its Providers for the duration of this Agreement. Such policies of insurance shall provide that the insurance company may not cancel or modify any policy of insurance without providing Hospice thirty (30) days written notice. Company shall provide Hospice proof of the foregoing insurance coverage

upon request. The insurance required by this paragraph may be provided through self-insurance, commercial insurance or a combination thereof.

ARTICLE V EXCLUDED PROVIDER AND INDEMNIFICATION

Section 5.1 – Governmental Health Care Programs. Each Party represents and warrants that neither it nor any of its owners, employees, affiliates, or subcontractors (collectively its "Agents") are or have been denied Medicare or Medicaid enrollment, have had its Medicare or Medicaid billing privileges revoked, or have been debarred, excluded or terminated from participation, and are not otherwise ineligible to participate, in a "Federal Healthcare Program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program and/or Medicaid. If either Party or any Agent of the Party should be excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, the Party will immediately, and in no event later than three (3) days after occurrence, notify the Other Party in writing of the event. Upon the occurrence of the event, whether or not such notice is given to the Other Party, the Other Party may immediately terminate this Agreement without penalty upon written notice to the ineligible Party. In the event of breach by the ineligible Party of the terms of this paragraph, the ineligible Party agrees to indemnify the Other Party for any expense or liability incurred by the Other Party arising from the ineligible Party's breach of its obligations under this paragraph.

ARTICLE VI RELATIONSHIP OF PARTIES

Section 6.1 - Independent Parties. This Agreement is an independent contract between Hospice and Company to provide the Services described in this Agreement. Neither Party shall be construed in any manner whatsoever to be an employee or agent of the other. Hospice shall not exercise any control or direction over the methods by which Company or any of its Providers perform their professional work and functions. The sole interest and responsibility of Hospice is to ensure that the Services provided under this Agreement are performed and rendered in a competent, efficient and satisfactory manner. Hospice has no legal obligations for payment of any compensation or benefits to Providers including, but not limited to, worker's compensation.

Section 6.2 - Non-Exclusivity. Nothing in this Agreement shall be construed as to limit or restrict in any manner either Party's right to render the same or similar services as those covered by this Agreement to other individuals and entities, including but not limited to other acute care facilities. Nothing in this Agreement shall be construed as limiting or restricting in any manner Hospice's right to obtain the same or similar services as those provided by Company pursuant to this Agreement from other individuals or entities.

Section 6.3 – Business Associate. For the services provided pursuant to the terms of this Agreement, both Parties agree that Company is not considered a Business Associate of Hospice. Company is a health care provider and/or a covered entity for HIPAA purposes. Company will be responsible for providing training to its workforce regarding patient confidentiality. In the event that there are additional HIPAA regulations issued or the Department of Health and Human Services issues clarification that makes it clear Company would be a HIPAA covered entity or business associate, the Parties agree at that time, to work together to amend the contract accordingly to ensure Company compliance with HIPAA regulations.

**ARTICLE VII
ACCESS TO RECORDS**

Section 7.1 – Confidential Records. For four (4) years following the furnishing of Services pursuant to this Agreement, Company agrees to make available upon receipt of written request from the Secretary of Health and Human Services, the U.S. Comptroller General, any of their duly authorized representatives, or any duly authorized state agency, this Agreement and all books, documents and records of Company that are necessary to certify the extent of costs incurred by Hospice under this Agreement. This Agreement shall not be construed to permit access to books, records, or documents that are deemed confidential under any evidentiary privileges including, but not limited to, the attorney-client, doctor-patient or accountant-client privileges.

Section 7.2 – Records of Subcontractors. If Company carries out any of the duties of this Agreement through the use of a subcontract with any related organization or individual, whose work is valued at \$10,000 or more over a twelve-month period, each contract between Company and said subcontractors must contain a provision incorporating the requirement outlined in Section 7.1 as applicable to the subcontractor.

**ARTICLE VIII
NON- DISCRIMINATION**

Section 8.1 – Non-discrimination Clause. Company agrees that no person will be denied the benefits of or otherwise be subjected to discrimination under any program, Services or activity provided by Company on the grounds of age, race, creed, sex, color, religion, handicap, sexual orientation, marital status or national origin.

**ARTICLE IX
INDEMNIFICATION**

Section 9.1 – Indemnification Generally. To the extent permitted by law, each Party shall indemnify and hold harmless the other Party against all actions, claims, demands, liabilities, loss, damage, costs, and expenses, including but not limited to reasonable attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of the Party or any of its employees, subcontractors, or agents providing Services under this Agreement or in connection with the Party's obligations under this Agreement, except to the extent any such loss, damage, costs, and expenses are caused by the negligence or intentional act or omission of the other Party, its officers, employees or agents.

**ARTICLE X
MISCELLANEOUS**

Section 10.1 - Waiver. Neither the failure or any delay on the part of either Party to exercise any right, remedy, power or privilege ("**Right**") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or future exercise of the same or any other Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. No

waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

Section 10.2 - Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa.

Section 10.3 - Assignment. The rights and obligations of Hospice under this Agreement will inure to the benefit of and be binding upon its successors and assigns. Company shall not assign this Agreement without the written consent of Hospice, which shall not be unreasonably withheld.

Section 10.4 - Entire Agreement. This Agreement and all attachments thereto, including any exhibits and schedules, contain the entire understanding between the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as stated herein. Neither this Agreement nor its attachments may be modified or amended other than by an agreement in writing signed by the Parties.

Section 10.5 - Exhibits and Schedules. All exhibits, schedules, addenda or other attachments hereto are hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.

Section 10.6 - Compliance with Laws and Regulations. Notwithstanding anything to the contrary in this Agreement, in the event either Party, in consultation with counsel, develops a good faith concern that continued operation of this Agreement or any activity of the Company or Hospice is in violation of any applicable federal, state, or local law, regulation, order or policy issued under such law, such Party shall immediately notify the other Party in writing of such concern, including the specific activities giving rise to such concern and the reasons therefore. If a method for resolving such concern is not agreed upon within ten (10) days of such written notice, the activities described in the notice shall cease or be appropriately altered until the concern is resolved, and in addition, either Party shall at that time have the right to immediately terminate the Agreement.

Section 10.7 - Changes in the Laws and Regulations. In the event any applicable federal, state or local law or regulation, order or policy issued under any such law is changed (or any judicial interpretation thereof is developed or changed) in a way which will have a material adverse effect in the practical realization of the benefits anticipated by either Party, the adversely affected Party shall notify the other Party in writing of such a change and the effect of the change. Thereafter, the Parties shall enter into good faith negotiations to modify this Agreement to compensate for such change. If an agreement on a method for modifying this Agreement is not reached within thirty (30) days of such written notice, either Party may immediately terminate this Agreement.

Section 10.8 - No Third Party Beneficiaries. This Agreement is entered into by and between Company and Hospice for their benefit. There is no intent by either Party to create, imply or establish a third party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party shall have any right to enforce, or any right to enjoy, any benefit created or established under this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorized representative on the date first written above.

**UNITYPOINT AT HOME dba
UNITYPOINT HOSPICE**

MEDIC EMS OF SCOTT COUNTY

By: *Marissa Smith*

By: _____

Printed: Marissa Smith

Printed: _____

Its: VP/Chief Compliance Officer

Its: _____

Date: 11/01/2023

Date: _____

Exhibit A
Ambulance Authorization Form

Patient Name _____ Date of Service _____

(Company)

UnityPoint Hospice (Hospice) hereby authorizes the transport of the above named patient from:

_____ to _____

By authorizing this transport, Hospice understands that it shall be responsible for payment of the above specified ambulance services to the ambulance company mentioned above. This authorization is specifically limited to ambulance services rendered to and from the above location (s) designated herein on the date mentioned above.

Signature of Hospice
Authorized Representative

Date _____

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 19, 2023

APPROVING AMBULANCE SERVICE AGREEMENT BETWEEN MEDIC EMS OF SCOTT
COUNTY AND UNITYPOINT HOSPICE.

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

Section 1. This agreement provides ambulance services for UnityPoint Hospice in providing patient transports.

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.

MEDIC EMS of Scott County

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



December 12, 2023

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

Attached are agreements with EMS training institutions that allow students to gain clinical experience and field experience. The basic purpose of these Agreements is to establish cooperative relationships and to outline the responsibilities of the two cooperating parties as they contribute to the education, training, and experience of the students in an Emergency Medical Services Education Program.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

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.

EMERGENCY MEDICAL SERVICES AFFILIATION AGREEMENT

between

Eastern Iowa Community Colleges

and

MEDIC EMS of Scott County

**600 West 4th Street
Davenport, IA 52801**

Purpose:

This is an agreement between the Eastern Iowa Community Colleges, Merged Area IX, an Iowa community college district offering emergency medical training, and a cooperating agency providing clinical/field experience for selected student learning.

The basic intent of this agreement is to establish cooperative relationships and to outline the responsibilities of the two parties as they contribute in the learning process of the students participating in Basic or Advanced Emergency Medical Education.

The purpose of the training is to provide educational opportunities for individuals with a desire to enter the field of pre-hospital emergency care. Both parties to this agreement will conduct educational experiences in accord with the Iowa EMT/Paramedic Law and/or Advanced Emergency Medical Care Rules (Title XXV-Chapter 132).

Eastern Iowa Community Colleges, Merged Area IX, will be the responsible training institution as outlined in the rules. As a part of the Eastern Iowa Community Colleges Emergency Medical Services training program, students will be required to complete the courses as outlined in the appropriate National or Iowa standards. Upon successful completion of the training program, students will be eligible to take the appropriate licensure examination. In addition, please note the "Cooperating Agency" is the designated clinical/field agency this agreement pertains to herein.

A. Eastern Iowa Community Colleges agree:

1. To provide appropriate classroom instruction presented as a series of courses, which will include didactic and practical (lab) experiences.
2. To develop and present courses according to the United States Department of Transportation EMS National Standard Curriculum and/or Iowa training program guidelines with the cooperation of an advisory committee and medical director.
3. To develop written guidelines delineating the requirements necessary for successful course completion; counseling students regarding these requirements as needed, and evaluating student performance.
4. To record and maintain individual student records.
5. To provide a course coordinator/lead instructor/EMS Faculty who will coordinate classroom and clinical instruction. The schedule for clinical/field experience will be a combined effort between EMS Faculty/student/and a representative of the Cooperating Agency.

Emergency Medical Services Affiliation Agreement – Page 2
MEDIC EMS of Scott County

6. That the Cooperating Agency may refuse to accept or may request from the college that a student be withdrawn from the clinical/field agency whose performance, conduct, or behavior may be detrimental to the health and well-being of the care provided by the Cooperating Agency.
7. To furnish coverage for basic/advanced level emergency medical services students in the form of IMPACC (Insurance Management Program for Area Community Colleges), Student Professional Liability with a minimum of \$1,000,000 per occurrence.
8. The students and EMS faculty will adhere to the policies and procedures as defined by the Cooperating Agency's Rules and Regulations in the EMS Student Handbook.
9. To provide documentation & validation in student file verifying that the student received initial training in HIPAA (Health Insurance Portability and Accountability Act) regulations regarding integrity, confidentiality, & security of protected health information, and reinforced with clinical/field agency. HIPAA is the responsibility of the training program & clinical/field agency.
10. To maintain a student file with evidence of HBV immunization (or waiver of such) and tuberculosis screening. The college will assure that all students have been given the opportunity for the HBV immunization and proper documentation of HBV immunization or waiver and TB screening has occurred.
11. To provide students with training in OSHA bloodborne pathogen standards, tuberculosis, universal precautions, and the college exposure plan with follow-up protocols.
12. To maintain written verification of all EMS program training and paperwork in the student's file, including clinical and field experiences.

B. The Cooperating Agency agrees:

1. To designate a Cooperating Agency representative who will coordinate with the EICC EMS Course Coordinator/EMS Faculty in scheduling in-hospital and/or field experience. The designated supervisor(s) will be responsible for the conduct of this in-hospital/field training.
2. To make clinical/field experiences available for student learning in the areas required by the Iowa Department of Public Health, Emergency Medical Services Division in which applicable skills may be observed/performed (at the discretion of the department supervisor/preceptor).
3. To accept the students for learning without regard to race, color, creed, sex, marital status or age.
4. To contribute towards the promoting of a democratic atmosphere and one which is conducive to learning.
5. In the event a student is refused clinical experience by the Cooperating Agency or the student is asked to be withdrawn from the Cooperating Agency's facilities, the Cooperating Agency needs to notify the EICC EMS Program Director immediately by phone, then provide to the College District a written statement outlining the reasons for the dismissal.
6. To retain ultimate responsibility and accountability for patient care in cooperation with the EICC EMS Program Faculty.

C. Eastern Iowa Community Colleges and the Cooperating Agency agrees:

1. That this agreement will be reviewed annually. The term of this agreement shall begin January 1, 2024 and terminate on December 31, 2024.
2. That if either party wishes to withdraw from this agreement, that party shall give written notice at least 90 days in advance. The termination of this agreement shall not take place prior to the completion of EMS courses covered by this agreement which have been started or advertised for public enrollment, provided minimum enrollment requirements are met.
3. That a Nationally Registered Paramedic/Iowa Paramedic/Iowa Registered Nurse is required to precept students. This requirement is subject to change, and or any other logistical occurrence set forth by the District Chief/ Specialty Department RN/Supervisor-EMS Provider. (If there is no paramedic preceptor or RN available, credit for the clinical/field experience will not be awarded for that shift/day).

Representative
MEDIC EMS of Scott County

Date

Liang Wee PhD, Chancellor

Date

**THE UNIVERSITY OF IOWA HOSPITALS AND CLINICS
EMERGENCY MEDICAL SERVICES LEARNING RESOURCES CENTER**

200 Hawkins Drive, S608 1 GH
Iowa City, Iowa 52242-1009

Clinical / Field Affiliation Agreement

**The University of Iowa Hospitals and Clinics
EMS Learning Resources Center**
(Hereinafter called the "School")

**MEDIC EMS of Scott
County
600 West 4th Street
Davenport, Iowa 52801-1030**
(Hereinafter called the "Cooperating Agency")

PURPOSE OF AGREEMENT:

This is a mutual Agreement between the School offering programs in Emergency Medical Services and the Cooperating Agency providing clinical or field experience for selected student learning. The basic purpose of this Agreement is to establish cooperative relationships and to outline responsibilities of the two cooperating parties as they contribute to the education, training and experience for the students of the School's Emergency Medical Services Education Program.

I. Both parties agree that:

- A. This agreement shall commence on December 1, 2023, and shall remain in full force and effect for a period of three (3) years.
- B. They shall establish a channel of communication for the purpose of continuing feedback.
- C. They shall provide evidence of non discrimination with respect to race, religion, sex, creed, disability or national origin by ongoing practices.
- D. Either party shall have the right, for good cause shown and upon prior notification to the other party, to dismiss a participant from the clinical or field portion of the Emergency Medical Services Education Program.
- E. They shall not use students in lieu of professional or non professional staff.
- F. They shall provide schedules, including the number of students, types of students according to their skill level, and the availability of the facility.
- G. Each shall be responsible only for activities in its own patient care setting. Nothing in this agreement shall be construed to impose an obligation or liability on either party for medical care or services provided to patients of the other party.
- H. They have the right to unilaterally terminate the Agreement, upon thirty (30) days written notice, the autonomy of each being recognized.

The School and Cooperating Agency agree that:

II. The School Shall:

- A. Assume full responsibility for planning and execution of the educational phase of the Emergency Medical Services Education Program.
- B. Be responsible for the planning, implementation and administration of the curriculum.
- C. Identify students by name to the Cooperating Agency four (4) weeks prior to the scheduled clinical or field rotations.
- D. Advise the Cooperating Agency and students in writing of the starting and ending dates of the clinical and field experience.
- E. Verify and document that the students have professional liability insurance (minimum coverage of one million dollars per occurrence and three million aggregate).
- F. Ensure that each student will have had appropriate training in Hazardous Materials Awareness and in recognizing Child and Dependent Adult Abuse.
- G. Ensure that each student has completed the School's HIPAA training session.
- H. Recognize the Cooperating Agency as an affiliated hospital and/or ambulance service.
- I. Provide preceptor orientation materials to the cooperating agency.
- J. The student shall be responsible for all medical costs associated with an illness or injury that occurs while participating in clinical/field experience.
- K. Ensure that the student shall have current vaccinations, including Hepatitis B (or sign a declination form), rubella, MMR, and has had a yearly TB skin test with positive results requiring a chest x-ray before beginning the clinical/field experience.
- L. With the consent of the Student, the School will provide the Cooperating Agency with relevant information as set forth in this agreement, including but not limited to the results of the Student's criminal background check, adult abuse registry check, child abuse registry check, sex offender registry and 10-panel drug screen results.

III. The Cooperating Agency Shall:

- A. Designate a primary preceptor for responsibility in teaching, coordinating, and directing the student's clinical or field experience. This individual shall be involved in the planning with the School's faculty and has reviewed the preceptor orientation materials.
- 8. Make available clinical or field resources and related experiences for the educational program of students of the Emergency Medical Services Education Program.
- C. Have clinical or field instruction planned, organized and taught by designated clinicians it employs. Persons assuming this educational responsibility for the Cooperating Agency shall be selected by mutual agreement.
- D. Provide a thorough orientation to include the physical environment, safety, infectious control, confidentiality and pertinent policies/procedures.
- E. Review the Clinical/Field Evaluation Forms and guidelines for the clinical or field training of the students.
- F. Inform the School regarding the scheduling of students for the clinical or field experience.
- G. Schedule students for clinical or field experience time to assure appropriate experience.
- H. Assure that while engaged in patient care, no student shall be left without the continuous on site presence and supervision of a licensed physician, nurse or paramedic provided by the Cooperating Agency.
- I. Provide the preceptors who are to provide the School with an evaluation of each student throughout the clinical or field experience.
- J. Shall not be responsible for lost or damaged personal property of the student.

This agreement will be reviewed every year by both parties.

**THE UNIVERSITY OF IOWA
HOSPITALS AND CLINICS**

BY:

NAME: Kimberly Hunter
TITLE: Associate VP, CEO
DATE:

MEDIC EMS of Scott County

BY:

NAME: Paul Andorf
TITLE: Director
DATE:

CONTACT INFORMATION:

University of Iowa, EMSLRC

Clinical & Field Coordinator
200 Hawkins Drive, S-608-1 GH Iowa City, IA
52241
319-356-2597 (office) emslrc@uiowa.edu

Cooperating Agency

**MEDIC EMS of Scott
County
600 West 4th Street
Davenport, Iowa 52801-1030
Phone:: 563-323-6806
email: Paul.Andorf@scottcountyiowa.gov**

Program Agreement

between

NORTHEAST IOWA COMMUNITY COLLEGE

and

MEDIC EMS OF SCOTT COUNTY

THIS AGREEMENT entered into by and between NORTHEAST IOWA COMMUNITY COLLEGE (the “College”), and MEDIC EMS OF SCOTT COUNTY (the “Facility”).

1. **The Programs.** This Agreement covers those Programs listed below which are indicated by a check mark:

- | | |
|--|--|
| <input type="checkbox"/> Nursing | <input type="checkbox"/> Pharmacy Technician |
| <input type="checkbox"/> Respiratory Care | <input type="checkbox"/> Health Support Specialist |
| <input type="checkbox"/> Radiologic Technology | <input type="checkbox"/> Sonography |
| X Emergency Medical Technician | <input type="checkbox"/> Computed Tomography |
| X Paramedic | <input type="checkbox"/> Science Lab Technician |
| <input type="checkbox"/> Certified Nursing Aide | <input type="checkbox"/> IV Therapy |
| <input type="checkbox"/> Health Information Technology | <input type="checkbox"/> MRI |
| <input type="checkbox"/> Dental Assisting | <input type="checkbox"/> Office Technician/Medical Program |
| <input type="checkbox"/> Medical Assistant | <input type="checkbox"/> Medical Lab Technician |
| <input type="checkbox"/> Early Childhood Education | <input type="checkbox"/> Transcription/Coding Specialist |
| <input type="checkbox"/> Phlebotomy | |

2. **Purpose of Agreement.** The College offers the Program(s) listed above to its students. The students are in need of clinical experience in order to satisfactorily complete the Program. The College and the Facility have agreed to cooperate in providing unpaid clinical experience to the students on the terms and conditions set forth in this Agreement.

3. **Term of Agreement.** This Agreement shall commence on the 1st day of January, 2024. This Agreement shall continue from year to year unless modified or terminated by either party giving the other 90 days advance written notice.

4. **College Responsibilities.**

A. The College will plan, implement and administer the Program(s) in cooperation with the Facility.

B. The College shall coordinate any necessary visits, consultations, conferences, and planning sessions with the Facility, and shall arrange clinical instruction schedules in consultation with the Facility.

C. The College will provide the Facility with (i) the purpose and goals of each Program (ii) the names and proficiency levels of the student (iii) a schedule of the times that the students will be at the Facility and the type of instruction needed and (iv) identity of the College faculty member responsible for each Program and the student's supervision.

D. The College faculty member supervising the students shall obtain and maintain for the duration of their involvement with each Program any license, registration, or certification required by law or regulation.

E. The faculty members and students participating in each Program shall have been informed and will abide by the infection control policies of the facility. The College will maintain immunization files for each faculty member and student.

F. The faculty members and students shall be informed by the College of the importance and requirements for maintaining confidentiality of medical records and of patients at the Facility. The College shall provide HIPAA and Bloodborne Pathogen training to its faculty members and student prior to participating in each Program or validate completion of training from an approved agency.

G. The College agrees that upon written notice to the College the Facility may refuse to accept or may terminate from participation in each Program any student whose work, conduct, or health or other cause may have a detrimental effect on the patients or personnel of the Facility.

H. The College will assure that criminal history and adult and child abuse registry checks of students enrolled in each Program will be completed and the College shall furnish the Facility with the information made available to the College by the appropriate government agencies. The Facility may conduct its own background checks.

I. The College, its students and faculty shall observe and comply with the rules and regulations of the Facility.

J. The College shall be responsible for its own negligent or tortious acts or those of its faculty or students during their participation in each Program and the College shall indemnify and save harmless the Facility, its employees and agents from loss, damage, expenses, attorney's fees and costs on the count of the death, personal injury, and property damage to any persons caused by the negligent or tortious acts of the faculty or students during participation in each

Program.

K. The College shall maintain general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which shall provide coverage for its faculty and students while participating in the Program. The College also shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate providing insurance coverage for the faculty and students while participating in the Program. The College will provide the Facility with a certificate of insurance upon request.

L. The College shall require students to obtain and maintain, at the student's sole cost and expense, health insurance coverage (or a suitable alternative) for the duration of their Program. The College shall require students to acknowledge responsibility for all medical costs and expenses related to an illness, accident, or incident while participating in the Program.

M. The College will supervise its students during the clinical experiences pursuant to this Agreement, unless otherwise agreed to in writing by the parties. The College will provide faculty and/or a clinical preceptor to effectively implement the clinical experiences under this Agreement.

5. Facility Responsibilities.

A. The Facility and its clinical instructors and supervisors shall participate in good faith in any consultations, conferences, and planning sessions that are organized by the College with regard to each Program.

B. The Facility shall provide space for the College students and faculty to conduct on-site conferences. The College may record these conferences via any medium it chooses, subject to any good-faith concerns on the part of the Facility as to patient privacy or other matters.

C. The Facility shall provide the College students and faculty with a thorough orientation of the Facility.

D. The Facility's instructors and supervisors shall maintain communication with the College as to the performance and progression of the students and shall provide the College with a written evaluation of each student group at the completion of the clinical rotation and at any other intervals requested by the College. The Facility shall complete and promptly return to the College specific evaluation forms provided by the College.

E. The responsibility for patient care and/or other facility health management functions is retained by the Facility. The Facility shall not rely on the students for patient care and services, and students cannot be substituted for paid employees. However, students may be permitted to perform procedures when subject to careful supervision. The Facility shall provide any supplies required for patient care.

F. The Facility shall provide the College with current written copies of its policies, guidelines, and similar documents, and shall provide updated copies of the same in the event of any change thereto.

G. The Facility is responsible for informing the managers of each department and unit of the Facility as to the Program and the student schedules.

H. The Facility shall be responsible for its own negligent or tortious acts of its employees and the Facility shall indemnify and save harmless the College, its employees and agents from loss, damage, expenses, attorney's fees and costs on account of the death, personal injury or property damage to any person because of the negligent or tortious acts of the Facility or its employees.

I. The Facility shall maintain general liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which shall provide coverage for its employees while participating in the Program. The Facility also shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate providing insurance coverage for its employees while participating in the Program. The Facility will provide the College with a certificate of insurance upon request.

6. Joint Responsibilities.

A. The College will select the instructors employed by the College. The College and the Facility shall participate in the selection and approval of Facility/College preceptors/supervisors. Both parties agree that the instructors and supervisors will function within guidelines agreed upon by both parties.

B. The College and the Facility shall cooperate in the development of student schedules and shall maintain communication as to the curriculum and instruction of each Program so as to provide the students with a thorough clinical experience.

C. The maximum number of students assigned to the Facility at any one time during a Program shall be established by mutual agreement.

D. The College and Facility shall each be responsible for their own adherence to federal, state and local non-discrimination laws. The College and the Facility agree that each will not discriminate against the faculty, students or employees who participate in the program.

E. The College faculty and Facility personnel shall cooperate in the assignment of students to learning experiences with objectives communicated verbally to Facility staff.

F. Upon receipt of notice of a claim or suit which in any manner results from, arises out of, or is connected with the operation of the Program(s), the party receiving notice shall provide timely notice of them to the other party and shall fully cooperate in the investigation of the claim or suit.

G. Notwithstanding any provisions in this Agreement to the contrary, no party shall have any liability for failure of performance resulting, or arising out of Acts of God, government authority, natural disaster or any other causes, beyond the party's control.

7. **General Terms.**

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be governed by the laws of the State of Iowa.
- C. The parties acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

8. **Financial Consideration.** The College and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College or the Facility to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Northeast Iowa Community College

The Facility

By: _____

By: _____

Position: Vice-President/President

Position: _____

Date: _____

Date: _____

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 19, 2023

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF
SCOTT COUNTY AND EMERGENCY MEDICAL SERVICES TRAINING INSTITUTIONS.

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

- Section 1. These Agreements are to establish cooperative relationships and to outline the responsibilities of the cooperating parties as they contribute to the education, training, and experience of the students in an Emergency Medical Services Education Program.
- Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements and any future agreements with EMS training institutions on behalf of the Board.
- Section 3: This resolution shall take effect immediately.

MEDIC EMS of Scott County

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



December 12, 2023

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

Attached is the agreement with Mobile Health Resources, LLC, d/b/a EMS Survey Team, to conduct patient surveys for MEDIC EMS of Scott County. The current agreement with MEDIC EMS (non-profit) expires on December 31, 2023.

MEDIC EMS (non-profit) has been conducting patient surveys since 2008 with the EMS Survey Team to gather valuable insight into the patient experience. MEDIC EMS has been publishing these results on their website: <https://www.medicems.com/discover-us/performance-statistics/patient-survey-results/>

The department wants to continue to gather this information to understand patient's experiences and to strive to provide the best experience possible for our patients. EMS Survey Team initially wanted to increase the costs of conducting these surveys. Through negotiations with MEDIC EMS (non-profit), the EMS Survey Team graciously agreed to keep the current MEDIC EMS (non-profit) cost with no increase in cost for the department.

The term of this agreement is a one-year agreement and will expire on December 31, 2024. Historically, the agreements with the EMS Survey Team with MEDIC EMS (non-profit) have been in one-year terms with no automatic renewals.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

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.



SURVEY SERVICES AGREEMENT

EMS SURVEY TEAM

This Survey Services Agreement (the “**Agreement**”) is entered into between **Mobile Health Resources, LLC, d/b/a EMS Survey Team**, (“**Company**”) and **MEDIC EMS of Scott County** (“**Customer**”).

WHEREAS, Company is in the business of providing surveying services for its customers; and

WHEREAS, Customer desires to obtain Company’s services and has executed one or more the Specific Services and Rates Addendum (“**Addendum**”), which is attached to this Agreement and incorporated herein by reference, stating the service options selected by Customer and the rates payable for the same under this Agreement; and

THEREFORE, the parties agree as follows:

1. Company’s Services. In consideration of the rates to be paid and the other performance of this Agreement by Customer, Company agrees to:
 - a. Provide to Customer, the survey services specified on each Addendum to this agreement. Each different survey type shall require its own Addendum and each Addendum must be signed by both the Customer and the Company.
 - b. Using Customer’s surveying information on the prospective participants (“**Participant Information**”), process Customer’s surveys in a format requested by Customer, and transmit the surveys to the prospective survey participants (“**Participants**”) either on paper, telephone or electronically, as stated in the Addendum.
 - c. Recommend sampling sizes and groups to sample for inclusion in results.
 - d. Receive completed surveys from Participants.
 - e. Process completed surveys using Company’s chosen nationally recognized software calculator to electronically tabulate responses for inclusion into the survey database.
 - f. Provide Customer with information received from Participants relating to survey responses.

- g. Comply with all applicable federal and state laws and regulations relating to the confidentiality of Participant Information.
- h. Provide Customer with monthly, quarterly, and yearly reports in accordance with Company's policies and procedures, upon request, subject to any specific requirements stated in the Addendum.
- i. Indemnify Customer from and hold it harmless against all costs, damages, and expenses, including attorney fees (but excluding incidental or consequential damages) that may be incurred by the Customer arising out of any negligent act or omission by Company, its employees, and agents in the performance of their duties to Customer pursuant to the terms of this Agreement. Under no circumstance will the liability pursuant to this Section 1(i) exceed the amount of compensation paid to Company hereunder in a twelve (12) month period.

2. Customer's Responsibilities. Customer agrees to:

- a. Provide to Company accurate and timely Participant Information including information requested, if any, for comparative benchmarking purposes.
- b. Cooperate with Company's policies and procedures as they relate to generally accepted surveying techniques, randomization and Participant targeting. Customer acknowledges and recognizes that Company cannot guarantee a return rate but will provide results pursuant to information received from the Customer.
- c. Cooperate with Company's policies and procedures as they relate to generally accepted surveying techniques such as using a nationally recognized statistical sampling tool to guarantee results and relevance of results in comparison to those provided by Company.
- d. Maintain full and exclusive responsibility for compliance with the laws, regulations, and policies regarding confidentiality of information in all matters that are not within the direct control of the Company and Protected Health Information in all matters that are not within the direct control of Company.
- e. Pay Company for its services at the rates indicated in the Addendum, in accordance with Company's monthly invoices stating the services provided and amounts due. Payment of all invoices shall be due within thirty (30) days after the date of the invoice. All sums due and unpaid

longer than thirty (30) days from the invoice due date shall bear interest at the rate of one percent (1%) per month.

- f. Indemnify Company from and hold it harmless against all costs, damages, and expenses, including reasonable attorney fees (but excluding incidental or consequential damages) that may be incurred by the Company arising out of any negligent act or omission by Customer, its employees, or agents in the performance of their duties to Company pursuant to the terms of this Agreement. Under no circumstance will the liability pursuant to this Section 2(e) exceed the amount of compensation paid to Company hereunder in a twelve (12) month period.

3. Company's Computer System and Data. The computer software system used by the Company for management information, data collection, surveying, reporting, and internet activities, including any modification of commercially available or customized application software created by others for Company or purchased, licensed or leased by Company from others for such purposes, and all data and information contained in any form therein, excepting only such data and information as shall originate solely from Customer (the "**System**"), is and shall remain, as between the parties hereto, the exclusive proprietary property of Company except to the limited extent that any part of the System is made available to the public at large by Company or its software vendor. Company agrees to de-identify and anonymize the data retained in accordance with HIPPA and this Agreement. Customer agrees not to make any claim of ownership of the System or of any modifications of the System, whether such modifications are made for the purpose of Company's provision of services to Customer or otherwise. Customer further agrees not to gain access to the System except to provide information to Company as required by the terms of this Agreement or as expressly permitted in writing by Company, and not to copy, use or make any part of the System available to others. All reports provided by the Company to Customer shall be printed or otherwise delivered without access by the Customer to the System and may be used and distributed by Customer without restriction.

4. Post Engagement Review. Company will conduct a ninety to one hundred and eighty (90—180) day post engagement review to assess the status and needs of the Customer. The purpose will be to determine the performance and improve or provide input where necessary regarding the surveys. This will be conducted only within the first ninety to one hundred and eighty (90—180) days from the signing of this Agreement. The review will be conducted virtually.

- a. If the Customer wishes to have further review completed by the Company, a cost will be incurred for the time and the travel, if applicable.

5. HIPAA. If the Customer will be disclosing any Protected Health Information (as that term is defined under the federal law commonly known as “HIPAA”) to the Company, the parties shall first execute a Business Associate Agreement (“BAA”), and the terms of that BAA shall be deemed included herein by reference.

- a. If the Customer has a preferred BAA, it can be substituted for the one provided by the Company, so long as both parties come to agreement on the terms of the BAA.

6. Confidentiality of Parties’ Business Information. Each party shall respect and protect the confidentiality of the other party’s confidential business information, including but not limited to the identity of its customers, unique methods and styles of doing business and employment practices. Neither party shall use the confidential information of the other party for its own business purposes or advantage, nor disclose the same to others without the written consent of the other party.

7. Intellectual Property. The trade names, logos, and other unique means used by the respective parties to identify themselves to the public, shall be and remain the exclusive property of the respective parties and neither shall use the same in its marketing or other materials except as permitted in writing by the other party. The combination of the letters “EMSST” alone or in connection with “EMS Survey Team” and when used in connection with mobile health services or networks and/or the surveying for mobile health services are, as between the parties hereto, the exclusive property of Company and its parent, Mobile Health Resources, L.L.C., and are within the foregoing restriction upon the copying and use of such property by Customer.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date stated in the Addendum and shall continue for the term stated in the Addendum. The foregoing notwithstanding:

- a. Either party may terminate this Agreement without cause upon at least ninety (90) days advance written notice to the other party.
- b. If Customer terminates this Agreement without cause, as defined below, with an effective date of termination sooner than one year after the Effective Date, it shall pay Company the Early Termination Charge stated in the Addendum, to compensate Company for its set-up and other costs.
- c. Company may terminate this Agreement upon at least ten (10) days advance written notice to Customer if Customer is more than thirty (30) days delinquent in payment of Company’s invoice for its services, or if

Customer is more than ten (10) days but less than thirty (30) days delinquent on three or more occasions. If the effective date of Company's termination is during the first year after the Effective Date, Customer shall pay Company the Early Termination Charge, in addition to all other sums due.

- d. Either party may terminate this Agreement for cause, which is defined for purposes of this Agreement to be only the following:
 - i. A material breach of this Agreement by the other party with notice and an opportunity to cure the breach per this Agreement, ten (10) days or more prevention of performance by force majeure or persistent pattern of breaches of this Agreement by the other party after written warnings by the notifying party;
 - ii. A good faith determination by the terminating party, with advice of counsel, that this Agreement or its continuation is contrary to law or that there is a substantial likelihood of its being so determined by a court, governmental agency or public official with proper jurisdiction, and that the cause for such determination cannot be remedied by a modification of this Agreement in a manner to which the parties can agree in the exercise of reasonable efforts in good faith;
 - iii. The bankruptcy, receivership or finding by a court of insolvency of a party if the action is not terminated or vacated in favor of the subject party within thirty (30) days;
 - iv. Conviction of the other party or its plea of no contest for a crime, or assessment against the other party by a governmental unit or enforcement agency of civil fines or penalties, if the terminating party determines in its sole discretion that termination of this Agreement is either required by law or necessary for the protection of the business and reputation of the terminating party; or
 - v. Termination by a party for cause shall be upon at least ten (10) days advance written notice stating in reasonable detail the particular cause relied upon. In the case of a claim of material breach of this Agreement, if cure is possible, the notifying party shall first give the other party at least twenty (20) days to cure the breach to the reasonable satisfaction of the notifying party, with the effective date of termination to be

at least ten (10) days after the passing of the cure period without cure of the breach.

9. Responsibilities on Expiration or Termination. Not later than thirty (300) days after the effective date of termination (including expiration) of this Agreement (being the “**Final Date**”):

- a. Company shall prepare and deliver its final reports and an invoice for its activities through the Final Date.
- b. Company shall forward to Customer, or a successor named by Customer all communications received from patients and notify all affected parties of the discontinuation of the relationship of the parties and of the Final Date.
- c. Customer shall pay Company all sums due in accordance with Company’s final invoice.

10. Management. Independent Contractors. Each party is responsible only for its own business. Nothing in this Agreement is intended or shall be construed to impose any obligations upon either party to manage or supervise the business of the other. Each party is an independent contractor with respect to the other and not the agent or representative of the other, with the sole exception that Company is the agent of Customer solely for the purposes of the surveying services specifically stated herein.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement or document. The electronic transmission by facsimile, email or other electronic means of an original of this document bearing the signature of the sending party or its representative, from the sending party to another party hereto, shall be deemed to be the delivery of an original of this document executed by the sending party to the party to whom the transmission is sent.

13. Applicable Law. This Agreement is made and executed in the State of Iowa, and shall be governed in its interpretation, enforcement, and remedies by the laws of said State.

14. Severability. In the event that any part or provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable to

any extent, such part or provision shall be deemed severable herefrom and shall be enforced to the fullest extent allowable, and the remainder hereof shall be fully enforced.

15. Waiver. No extension of time or waiver by a party hereto with respect to a particular event or obligation shall be deemed to continue or to apply to any future event or obligation, nor shall such waiver or extension be deemed to modify the terms of this Agreement in any respect. No failure on the part of either party to insist upon strict or prompt performance shall be deemed to be a waiver of the right to demand such performance at any time, nor of the right to demand strict performance with respect to any future event or obligation, unless such waiver is contained in a written modification agreement, executed by the party against whom enforcement thereof is sought.

16. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers (with confirmation of transmission) or email addresses, in each case marked to the attention of the person (by name or title) designated below (or to such other addresses, facsimile number, email address, or Person as a party may designate by notice to the other parties):

COMPANY:

EMS Survey Team
Attention President/CEO
P.O. Box 12347
Lansing, MI 48901
Fax: 517-318-1588
Email: bhopewell@mhr.com

with a copy to:

EMS Survey Team
Attention Director
P.O. Box 12347
Lansing, MI 48901
Fax: 517-318-1588
Email: lberghuis@mhr.com

EMS Survey Team
Attention Director
P.O. Box 12347
Lansing, MI 48901
Fax: 517-318-1588
Email: bdavis@mhr.com

CUSTOMER:

MEDIC EMS of Scott County
Paul Andorf, Director
1204 E High St
Davenport, IA 52806
Paul.Andorf@scottcountyiowa.gov

Either party may change its address or facsimile number for purposes of this section by notice to the other party as stated above.

17. Titles and Subtitles. The titles and any subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

18. Resolution of Disputes.

- a. Informal Dispute Resolution. If a claim, dispute or alleged breach arising out of, or relating to this Agreement (“Dispute”) arises under this Agreement, the Parties agree to initially attempt to resolve such Dispute informally. In the event such resolution is not possible between the Parties’ operations personnel, the dispute will be submitted to the Parties’ senior administrative officers (President level or higher) for resolution.
- b. Mediation. If a Dispute arises under this Agreement and the Parties are not able to resolve it through the informal dispute resolution process described above, and if the Parties do not choose to leave it unresolved, then instead of commencing a court proceeding to resolve the Dispute, the Party desiring a resolution shall first submit the Dispute to non-binding mediation before a mutually agreeable single mediator or if such person cannot be agreed upon within five (5) business days, to a mediator designated by the American Health Lawyers Association’s Alternative Dispute Resolution Service (“AHLA”). In the event that the AHLA no longer exists, the mediator

shall be chosen by the Presiding Judge (or designee) of the District Court of the State of Iowa for Scott County. The mediator's fees shall be assessed equally to the Parties. During the pendency of any such mediation, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

- c. Arbitration. If the Parties are unable to resolve the Dispute through the mediation process described above, then either Party may submit a demand for arbitration, and upon demand, any such Dispute shall be settled in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall make written findings of fact and conclusions of law. The Parties agree that the arbitrator's findings of fact shall be final and binding upon the Parties and that the arbitrator's award shall be final, binding and enforceable upon the Parties and their successors except that the Parties shall have the right to appeal to a court of competent jurisdiction any conclusion of law made by such arbitrator. The Parties agree that (a) one arbitrator shall be selected pursuant to the rules and procedures of the AAA, (b) the arbitrator will not have the authority to award punitive damages, and (c) the arbitrator will not have the authority to award attorneys' fees. The Parties agree that the Federal Arbitration Act and the federal substantive law promulgated relative thereto shall be the applicable governing law regarding the application, implementation, interpretation and enforcement of the rights to arbitration as set forth in this subparagraph. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.
- d. Injunctive Relief. Either Party shall have the right to pursue injunctive or other equitable remedies to enforce the terms of this provision entitled. In addition, sub paragraphs 2 and 3 of said provision shall not preclude either Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction with respect to any Dispute.
- e. The pendency of arbitration shall not extend the term of this Agreement or affect any termination provided for hereunder.

19. Further Action. Each of the parties hereto shall use such party's best efforts to take such actions and to execute and deliver such documents and instruments as may be necessary or reasonably requested by the other party or parties

hereto to carry out and consummate the transactions contemplated by this Agreement.

20. Enforcement by Injunction. It is acknowledged and agreed by the parties hereto that in the event of a breach of the provisions set forth in sections three (3) through six (6) hereof the damages caused thereby may be inherently difficult to determine with a reasonable degree of certainty and may be irreparable. Therefore, the parties agree and consent that in the event of such breach the aggrieved party may seek to enforce by preliminary and permanent injunction by a court of competent jurisdiction for the purpose of preventing the continuation of such breach and restoring the status quo existing prior to the commencement of such breach, in addition to any other legal and equitable remedies.

21. Assignments. No rights or interests in or arising out of this Agreement may be assigned by any party hereto without the advance written consent of all other parties hereto, and any attempted assignment without such consent shall be void.

22. Disclaimer of Third-Party Rights. Except as stated in Section eleven (11), this Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any person or entity other than the said parties.

23. Access to Books and Records. Until the expiration of four years after the furnishing of services provided under this contract, Company will make available to the Secretary, U.S. Department of Health and Human Service, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Company carries out the duties of the contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

24. Authority. Each of the persons who on behalf of a party hereto executes and delivers this Agreement and the documents and instruments to be executed and delivered by such party represents to the other party that he or she has full legal power and authority to so act.

25. Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any delay or failure in performance resulting directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, riot, civil disturbances, strikes, lockouts, inability to procure materials, accidents, fires, explosions, utility or telecommunication failures, computer failures, transportation failures, natural disasters, pandemic, earthquakes, floods,

or any similar or dissimilar circumstances beyond either party's reasonable control which could not have been prevented through reasonable precautions. Performance dates and times shall be automatically extended to the extent that either party is prevented from performing by such causes, subject to termination rights after ten (10) days; provided, however, that each party shall use its best efforts to notify the other of the nature and extent of such causes and shall use its best efforts to continue performance hereunder with the utmost dispatch notwithstanding such causes.

26. Compliance with TCPA and Consumer Protection Laws. It is understood by the parties that Company will be relying upon the information provided by Customer in order to locate, contact, and communicate with the patient or other responsible party. Particularly, Company shall rely upon the contact information obtained from the patient to accurately and professionally contact the patient. Company shall use the address and telephone number to communicate with the patient which may include the use of the cellular or wireless number. Customer shall secure appropriate authorization from the patient in order to communicate with the patient's cellular number by automated dialing equipment or the use of SMS or pre-recorded messages. Company shall comply with the TCPA in regards to the National Do Not Call Registry, unless a valid exception is provided, and maintain an internal Do Not Call list for individuals who contact Company directly and request to be placed on such list.

27. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, to the exclusion of all prior and contemporaneous communications of every kind, written and oral. No modification hereof may be made except by a written document executed by the party against whom such modification is sought to be enforced. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Mobile Health Resources, LLC
d/b/a EMS Survey Team**

Medic EMS of Scott County

Signature: _____

Signature: _____

By: Bobby J. Hopewell
Its: President/CEO
Date: _____

By: Paul Andorf
Its: Director
Date: _____

SPECIFIC SERVICES AND RATES ADDENDUM
FOR
SURVEY SERVICES AGREEMENT

This Addendum pertains to the Survey Services Agreement between Customer and EMS Survey Team (the “**Agreement**”). Capitalized terms in this Addendum have the same meanings as in the Agreement unless otherwise stated herein. This Addendum states all services to be provided by Company for the type of survey specified herein. Additional survey types require an Additional Addendum. In all cases where there is a conflict between the Agreement and the specific terms stated in this Addendum, this Addendum shall control.

A. CUSTOMER INFORMATION:

1. Customer Name: **MEDIC EMS of Scott County**
Customer Contact: **Paul Andorf, Director**
Phone: **563-323-6806**

2. Mailing and office address of customer for purposes of deliveries, notices and other communications:

1204 East High St Davenport, IA 52806

3. Effective Date for commencement of survey services under the Agreement:

January 1, 2024

4. The term of the contract will be for a period of **[1]** year(s).

B. SERVICES

1. Type of survey to be performed:

Patient Experience Survey

Mobile Integrated Health Experience Survey

Employee Engagement Survey

2. Specific Survey Participant Information which must be provided by the Customer to Company before the survey may commence:

Patient First Name, Patient Last Name, Address 1, Address 2, City, State, Zip code, valid mobile telephone number, Date of service, Unique ID

3. The following services are to be performed by the Company:

a. Process participant survey information and distribute surveys and cover letters to all patients included in the Customer's surveys files;

b. Receive completed participant surveys and process responses into the Company's survey database; and

c. Create individualized Company reports based on survey responses with benchmarking comparisons to all companies in the database. Benchmarked data will be masked in such a manner as to not identify other companies in the database.

4. Policies and Procedures

d. Company has developed or will develop policies and procedures that will apply to some or all of the foregoing and other aspects of its operations. The terms of this Addendum will control in the event of any conflict with such policies and procedures.

C. **RATES**

1. The rates payable for Company's services are as follows:

January 1, 2024 - December 31, 2024

<u>\$0.00</u>	Annual system monitoring and maintenance fee
<u>\$12,084.12</u>	USPS mailed paper survey fee for contracted period
<u>\$1.25</u>	Per text survey sent for contracted period IF text program is ever requested by customer

The above per survey rate is based upon Customer's agreement to send to the Company, a sufficient number of Participant records per month needed to mail/text out that number of surveys each month designed below. If the actual number of Participant records received by the Company for a given month is less than indicated below, Customer agrees to pay for that month.

<u>501</u>	number of Patient Experience surveys to be <u>mailed</u> each <u>month</u> (\$2.01/per survey)
<u>6,012</u>	number of Patient Experience surveys to be <u>mailed</u> each <u>year</u> (\$2.01/per survey)

Customer and Company accept all of the foregoing as a part of the Agreement and acknowledge receipt of a fully completed and signed copy of this Addendum. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Mobile Health Resources, LLC
d/b/a EMS Survey Team**

Signature: _____

By: Bobby J. Hopewell

Its: President/CEO

Date: _____

MEDIC EMS of Scott County

Signature: _____

By: Paul Andorf

Its: Director

Date: _____

EXHIBIT A
BUSINESS ASSOCIATE ADDENDUM

The parties also agree to be bound by the following provisions:

Section 1. Definitions

- a. Business Associate. "Business Associate" shall mean Mobile Health Resources, LLC, d/b/a EMS Survey Team.
- b. Covered Entity. "Covered Entity" shall mean **MEDIC EMS of Scott County**.
- c. Privacy Regulations. "Privacy Regulations" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- d. Security Regulations. "Security Regulations" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- e. Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services.

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- d. Immediately report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, with such reports including at least the following information:

- i. The identity of each individual whose information was accessed, acquired or disclosed during the improper use or disclosure;
- ii. A brief description of what happened;
- iii. The date of discovery of the improper use or disclosure;
- iv. The nature of the Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
- v. Any steps individuals should take to protect themselves from potential harm resulting from the improper use or disclosure; and
- vi. A brief description of what the Business Associate is doing to investigate the improper use or disclosure, to mitigate harm to individuals, and to protect against any further incidents;
- vii. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- viii. Make available to Covered Entity Protected Health Information in a Designated Record Set as necessary to allow Covered Entity to satisfy its obligations under 45 C.F.R. §164.524 to provide Individuals with access to their Protected Health Information;
- ix. Make available to Covered Entity Protected Health Information in a Designated Record Set for amendment and incorporate any amendments made by Covered Entity in accordance with 45 C.F.R. §164.526;
- x. Make available to Covered Entity the information required to allow Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §164,528;

- xi. Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations;
- xii. to the extent the Business Associate is to carry out one or more of Covered Entity's obligations under the HIPAA Privacy Regulations, comply with the requirements of the Privacy Regulations that apply to the Covered Entity in the performance of such obligations;
- xiii. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and otherwise comply with the HIPAA Security Regulations with respect to such electronic Protected Health Information, to prevent uses or disclosures of Protected Health Information other than as provided for by this Agreement; and
- xiv. Report to Covered Entity any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Section 3. Permitted Uses and Disclosures by Business Associate

a. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Specific Use and Disclosure Provisions

- i. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- ii. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164,504(e)(2)(i)(B).
- iv. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

Section 4. Obligations of Covered Entity

Covered Entity shall:

- a. Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- b. Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- c. Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

Section 6. Term and Termination

a. Term. The Term of this Agreement shall be effective as of the effective date of the underlying services agreement between the parties and shall terminate upon the earlier of:

- i. Expiration or termination of the underlying services agreement; or
- ii. Termination of this Agreement for cause by the Covered Entity as authorized in subsection (b) below.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- ii. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

c. Effect of Termination.

- i. Except as provided in paragraph (ii) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return, or destruction of Protected Health Information is

not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Section 7. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- b. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of applicable law governing Protected Health Information.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with applicable law governing Protected Health Information.
- d. Exclusion from Limited Liability. To the extent Business Associate has limited its liability under the terms of the underlying service agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, such limitation shall not apply to the following costs to the extent they arise from Business Associate's breach of its obligations relating to the use and disclosure of Protected Health Information:
 - i. The costs of notifying patients of a breach of their protected health information as required by 45 C.F.R. § 164,400 et seq.;
 - ii. Any civil monetary penalties, fines, or other damages resulting from the action of any state or federal government agency as a result of the breach;
 - iii. Fees of counsel, forensic computer specialists, and other consultants used to assist the Covered Entity in responding to a breach of Protected Health Information and any subsequent investigation by a federal or state government agency;

- iv. The defense of lawsuits brought by patients alleging invasions of privacy, and any liability resulting from such lawsuits (whether in the form of a judgment or settlement), provided that Business Associate shall have the opportunity to participate in the defense of such lawsuits and to approve any proposed settlement for which it would be financially responsible.

This subsection (d) shall survive termination or expiration of this Agreement for any reason.

**Mobile Health Resources, LLC
d/b/a EMS Survey Team**

MEDIC EMS of Scott County

Signature: _____

Signature: _____

By: Bobby J. Hopewell

By: Paul Andorf

Its: President/CEO

Its: Director

Date: _____

Date: _____

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 19, 2023

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF SCOTT COUNTY AND
MOBILE HEALTH RESOURCES, LLC, D/B/A EMS SURVEY TEAM

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

Section 1. This Agreement is to establish a contract with Mobile Health Resources, LLC, d/b/a EMS Survey Team, to conduct patient surveys for the department.

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

Section 3: This resolution shall take effect immediately.

MEDIC EMS of Scott County

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



December 12, 2023

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

Attached are agreements with Genesis Medical Center – Davenport, MercyOne – Clinton, and UnityPoint Health-Trinity, Bettendorf, to establish a medication program that meets or exceeds the requirements of:

- Iowa Code Chapter 657-11 (124, 147A, 155A) Drugs in Emergency Medical Service Programs and Iowa Code Chapter 641-132 (147A).
- 132.3(8) Medications in service programs
 - a. A service program shall have written pharmacy agreements in accordance with the Iowa board of pharmacy's 657 - Chapter 11.
 - b. A service program shall maintain all medications in accordance with the rules of the Iowa board of pharmacy's 657 - Chapters 10 and 11.
 - c. A service program shall develop, maintain, and follow a written pharmacy policy.
- In accordance with Iowa Code 657-11.3, service programs that administer controlled substances shall ensure that each primary program site is registered with the Iowa Board of Pharmacy.

These agreements provide interaction of the physician, medical director, pharmacist, service leadership, and EMS providers, which is critical for the success of the medication program.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

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.

**MEDIC EMS of Scott County
Pharmacy-Based Option Agreement, Policies and Procedures
with
Genesis Medical Center-Davenport for Prescription Drugs**

Primary Site:	1204 East High Street, Davenport, IA 52803
Satellite Sites:	2202 North Marquette Street, Davenport, IA 52804 1040 West 4 th Street, Davenport, IA 52801 1933 Spruce Hills Drive, Bettendorf, IA 52722 100 South 14 th Street, Eldridge, IA 52748 107 North Cody Road, LeClaire, IA 52753 1410 North 4 th Street, Clinton, IA 52732 606 West Mayne Street, Blue Grass, IA 52726

General Purpose:

To establish a medication program that meets or exceeds the requirements of Iowa Code Chapter 657-11 (124, 147A, 155A) Drugs in Emergency Medical Service Programs and Iowa Code Chapter 641-132 (147A).

132.3(8) Medications in service programs

- a. A service program shall have written pharmacy agreements in accordance with the Iowa board of pharmacy's 657 - Chapter 11.
- b. A service program shall maintain all medications in accordance with the rules of the Iowa board of pharmacy's 657 - Chapters 10 and 11.
- c. A service program shall develop, maintain, and follow a written pharmacy policy.

General Procedure:

The interaction of the physician medical director, pharmacist, service leadership and EMS providers is critical for the success of the medication program. All staff must understand their role, responsibilities and duties as part of the team. Every team member shall receive an initial orientation to this policy and be provided with an opportunity for input and updates when amended.

CSA Registration:

In accordance with Iowa Code 657-11.3, service programs that administer controlled substances shall ensure that each primary program site is registered with the Iowa Board of Pharmacy.

Affirmation & Approval:

The signatures within this document indicate approval of the policies and procedures and commitment to perform the assigned duties as described within the agreement.

PRINT OR TYPE BASE PHARMACY INFORMATION:		
Pharmacy Name:	Street Address or PO Box:	City State, Zip Code
Genesis Medical Center	1227 East Rusholme Street	Davenport, IA 52803
Day Phone Number:	Email Address:	
563-421-6192	bairda@genesishhealth.com	
Pharmacist in Charge Name	License Number	License Expiration
Adam Baird	21986	06/30/2025

Policy Approval	TYPE or Print Name	Signature	Date
Pharmacist in charge of Base Pharmacy	Adam Baird		
Service Director at the Primary Site	Paul Andorf		

SECTION A: RESPONSIBILITY, WRITTEN AGREEMENT, OWNERSHIP

Policy: The service shall maintain a formal written agreement and policies and procedures that describe the role and responsibilities of the parties that enter the agreement.

Procedure:

1. Pharmacy-based programs are operating as an extension of the pharmacy. Ownership of the drugs remains with the Iowa-licensed pharmacy.
2. The pharmacist in charge shall be responsible for ensuring the management of all prescription drugs complies with federal and state laws and regulations.
3. The pharmacist in charge and the service director shall sign the agreement.
4. The agreement shall be maintained at both the pharmacy and the primary program site.
5. The service shall email a signed electronic copy or mail a copy of the signed agreement to the Regional EMS Coordinator promptly when initiated or amended.

SECTION B: TERMINATION OF SERVICES

Policy: This agreement may be terminated at the discretion of the service director or the pharmacy.

Procedure:

1. Written notification of termination shall be provided to the other party at least 90 days prior to termination of services.
2. Immediately upon termination, all controlled substances shall be jointly inventoried by the pharmacist in charge and the service director or their designees.
3. A record of the inventory shall be maintained at the pharmacy.
4. All drugs that are the property of the pharmacy shall be immediately returned to the pharmacy.

SECTION C: POLICIES AND PROCEDURES

Policy: Service programs that administer controlled substances shall ensure that each primary program site shall obtain and maintain Iowa Controlled Substance Act (CSA) registration.

Procedure:

1. CSA registration shall be issued in the name of the service program and shall secondarily name the provider pharmacy.
2. CSA registration shall be issued for the address of the service program's primary program site and shall identify the pharmacist in charge of the provider pharmacy as the individual

responsible for controlled substances.

SECTION D: POLICIES AND PROCEDURES

Policy: The pharmacist in charge and service director shall develop, implement and adhere to these written pharmacy procedures for the operation and management with respect to prescription drugs.

Procedure:

1. The service shall maintain documentation of periodic reviews of these policies and procedures by the pharmacist in charge or designee, medical director and service director.
2. The service shall maintain documentation of staff training to the service pharmacy agreement and policies & procedures when initiated and amended.
3. All records regarding prescription drugs shall be maintained and be available for inspection and copying by the Iowa Board of Pharmacy and the Iowa Bureau of Emergency Medical and Trauma Services.
4. Identification, Access and Administration:
 - a. The service shall ensure that access is limited to appropriate staff and proper documentation is maintained.
 - b. The service shall maintain records that log access to prescription drugs and records regarding procurement, storage and administration of the drugs.
 - c. The log shall be maintained in a manner that is readily accessible and be made available for inspection and copying by the Iowa Board of Pharmacy and the Iowa Bureau of Emergency Medical and Trauma Services.
 - d. The log shall include the staff member's printed name and signature, printed and signed initials, level of certification and other unique identification used in the service records.
 - e. Access to prescription drugs shall be limited to certified EMS providers that are listed on the pharmacy signature log and the service programs AMANDA roster.

Medication Security Measures:
Medication shall be locked when not in use. Only medication authorized individuals shall have access to the locked medication areas. All records shall be kept in a locked area with access to only authorized individuals.

Controlled substances are stored in a separate box with a sequentially numbered tag issued by the pharmacy. The tag number is documented as part of the monthly inspections conducted by MEDIC EMS of Scott County.
 - f. EMS providers may administer prescription drugs that are within their Scope of Practice and authorized in written protocols by the service medical director.
5. Procurement, Storage, Inspection and Inventory Control
 - a. The pharmacist in charge shall order, receive and distribute prescription drugs.

- b. Records of ordering and receipt of drugs shall be maintained by the pharmacist/pharmacy.
- c. The service shall maintain, at the primary site, an accurate list of all prescription drugs.
- d. The service shall maintain records of monthly inspections of all drugs at the primary site and all satellites.
- e. The inspection shall include removal of outdated or adulterated drugs that are quarantined for disposal.
- f. Staff may handle drugs within their current scope of practice as defined by the Bureau of Emergency Medical and Trauma Services.
- g. All staff are authorized to perform and document monthly inspections of security and temperature.
- h. Storage at the primary site and all satellites will be in a designated, secure, clean and free of debris climate-controlled area.
- i. Environmental temperatures shall be recorded, at a minimum, on a monthly basis.
- j. Drugs exposed to extreme temperatures (>104 degrees and <13 degrees Fahrenheit) shall not be administered to patients and removed from usable stock and quarantined for proper disposal.
- k. The pharmacist in charge shall notify the service regarding recalls and ensure removal and replacement.
- l. Expired, recalled and damaged drugs shall be removed from usable stock and returned to the pharmacy.

6. Replenishment

- a. Service staff may request replenishment of drugs maintained at the primary program site or satellites provided that the pharmacy has been supplied with administration records justifying the order.

Replenishment process:

Medications that are used for patients, damaged or outdated are replaced by the pharmacy upon receipt of a completed MEDIC EMS of Scott County Pharmacy Replacement Request form signed by the MEDIC EMS of Scott County paramedic and receiving facility physician. The pharmacy retains the original form and MEDIC EMS of Scott County retains the duplicate copy.

- b. The pharmacist shall approve every drug taken from the pharmacy's dispensing stock. The pharmacist shall document and maintain verification of approval.

7. Protocols, Administration of Drugs Beyond the Limits of Protocols, Patient Care Reports

- a. The medical director shall approve patient care protocols for all drugs carried by the service.

- b. The service will ensure the pharmacist in charge receives the patient care protocols when state or local updates are approved by the medical director.
 - c. The pharmacist in charge and service director shall ensure that the drugs and controlled substances carried by the service match the drug list in the approved patient care protocols.
 - d. Drugs may be administered beyond the limits of the patient care protocols provided that online or verbal medical direction has been obtained prior to administration.
 - e. Verbal orders for drugs not covered in the patient care protocols shall be repeated back to the physician or designee for verification.
 - f. Drugs administered outside the parameters of the approved patient care protocols shall be documented in the patient care report including the name of the authorizing prescriber and any person that may have relayed the order.
 - g. Patient care reports that include drugs administered outside the parameter of the approved patient care protocols are subject to an immediate written audit of the patient care report per the service Continuous Quality Improvement Policy.
8. Controlled Substance Administration, Destruction & Disposal, Inventories & Record Maintenance, Suspicion of Loss or Theft
- a. The service shall deliver an order signed by the prescriber to the pharmacy within seven days of the date the administration was authorized, for all Schedule II controlled substances.
 - b. Every inventory and other required records shall be maintained by the pharmacy and the service and shall be readily retrievable and available for inspection and copying by the Iowa Board of Pharmacy and the Bureau of Emergency Medical and Trauma Services.
 - c. A perpetual inventory (electronic or manual) of Schedule II controlled substances shall be maintained at the primary program site:
 - i. The electronic inventory shall provide for a hard-copy print out for any specified period of time and shall include the current inventory quantities for each drug at the time the record is printed.
 - ii. Electronic entries may not be changed once recorded. Adjustments or corrections shall require a separate entry that includes the identity of the person making the correction and the reason for the correction.
 - iii. The perpetual inventory shall identify all receipts and disbursements of Schedule II controlled substances by name or National Drug Code.
 - iv. The perpetual inventory shall include patient administration, wastage, return to the pharmacy and disposal.
 - v. The record of receipt shall identify the source of the drug, the strength and dosage form, the quantity, the date, and name or the unique identification of the individual verifying receipt of the drug.

- vi. The record of disbursement shall identify where and to whom the drug is disbursed or administered, the strength and dosage form, the quantity, the date, and the name or the unique identification of the individual verifying receipt of the drug.
- vii. The pharmacist in charge or designee shall be responsible for reconciling the physical inventory of all Schedule II controlled substances with the perpetual inventory balance at least monthly.

Individual responsible for the monthly reconciling: Chuck Gipson, MEDIC EMS of Scott County Quality/Education Manager
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- viii. Any discrepancy shall be reported to the pharmacist in charge.
- d. The service shall document an annual accurate inventory of Schedule II controlled substances at the primary site and any satellites that carry controlled substances.
 - e. All controlled substance records for the primary program site and any satellites shall be maintained at the primary site. The records will clearly identify which records are for the primary site and each of the satellite(s).
 - f. The pharmacy and primary program site shall maintain records of destruction or disposal of controlled substances.
 - i. Outdated, adulterated or unwanted supply shall be quarantined until the controlled substance can be returned to the pharmacy. EMS personnel shall not destroy controlled substances, except during wastage.
 - ii. For destruction and disposal of controlled substances the pharmacist shall use the services of a DEA-registered and Iowa-licensed disposal firm or other means approved by the board.
 - iii. EMS personnel, the medical director or pharmacist may destroy or dispose of the unused portion of a controlled substance resulting from administration to a patient.
 - a) Wastage shall be conducted in the presence of an EMS provider authorized to administer the drug, professional or technical pharmacy staff, or a licensed healthcare professional.
 - b) Written or electronic records of controlled substance wastage shall be maintained by the service and pharmacy.
 - c) The records shall include legibly printed names and the signatures or other unique identification of the witness and of the individual wasting the controlled substance and:
 - 1) The controlled substance wasted;
 - 2) The date of destruction or disposition;
 - 3) The quantity or estimated quantity of the wasted controlled substance;

4) Patient identification;

- g. Upon suspicion of loss or theft of any controlled substance, the service shall notify, in writing (email preferred), the pharmacist in charge and the Bureau of Emergency Medical and Trauma Services within 48 hours of the discovery of the theft or loss.
- h. The pharmacist in charge shall notify, in writing, the DEA and Iowa Board of Pharmacy of any theft or significant loss of any controlled substance within two weeks of the discovery of the theft or loss.
- i. The incident report shall be maintained at the pharmacy and at the primary program site.

MEDIC EMS of Scott County Pharmacy-Based Option Agreement, Policies and Procedures with MercyOne Clinton for Prescription Drugs

Primary Site:	1204 East High Street, Davenport, IA 52803
Satellite Sites:	2202 North Marquette Street, Davenport, IA 52804 1040 West 4 th Street, Davenport, IA 52801 1933 Spruce Hills Drive, Bettendorf, IA 52722 100 South 14 th Street, Eldridge, IA 52748 107 North Cody Road, LeClaire, IA 52753 1410 North 4 th Street, Clinton, IA 52732 606 West Mayne Street, Blue Grass, IA 52726

General Purpose:

To establish a medication program that meets or exceeds the requirements of Iowa Code Chapter 657-11 (124, 147A, 155A) Drugs in Emergency Medical Service Programs and Iowa Code Chapter 641-132 (147A).

132.3(8) Medications in service programs

- a. A service program shall have written pharmacy agreements in accordance with the Iowa board of pharmacy's 657 - Chapter 11.
- b. A service program shall maintain all medications in accordance with the rules of the Iowa board of pharmacy's 657 - Chapters 10 and 11.
- c. A service program shall develop, maintain, and follow a written pharmacy policy.

General Procedure:

The interaction of the physician medical director, pharmacist, service leadership and EMS providers is critical for the success of the medication program. All staff must understand their role, responsibilities and duties as part of the team. Every team member shall receive an initial orientation to this policy and be provided with an opportunity for input and updates when amended.

CSA Registration:

In accordance with Iowa Code 657-11.3, service programs that administer controlled substances shall ensure that each primary program site is registered with the Iowa Board of Pharmacy.

Affirmation & Approval:

The signatures within this document indicate approval of the policies and procedures and commitment to perform the assigned duties as described within the agreement.

PRINT OR TYPE BASE PHARMACY INFORMATION:		
Pharmacy Name:	Street Address or PO Box:	City State, Zip Code
MercyOne Clinton	1410 North 4 th Street	Clinton, IA 52732
Day Phone Number:	Email Address:	
563-244-3949	johnsho@mercyhealth.com	
Pharmacist in Charge Name	License Number	License Expiration
Hollie Johnson, PharmD	20061	06/30/2024

Policy Approval	TYPE or Print Name	Signature	Date
Pharmacist in charge of Base Pharmacy	Hollie Johnson		
Service Director at the Primary Site	Paul Andorf		

SECTION A: RESPONSIBILITY, WRITTEN AGREEMENT, OWNERSHIP

Policy: The service shall maintain a formal written agreement and policies and procedures that describe the role and responsibilities of the parties that enter the agreement.

Procedure:

1. Pharmacy-based programs are operating as an extension of the pharmacy. Ownership of the drugs remains with the Iowa-licensed pharmacy.
2. The pharmacist in charge shall be responsible for ensuring the management of all prescription drugs complies with federal and state laws and regulations.
3. The pharmacist in charge and the service director shall sign the agreement.
4. The agreement shall be maintained at both the pharmacy and the primary program site.
5. The service shall email a signed electronic copy or mail a copy of the signed agreement to the Regional EMS Coordinator promptly when initiated or amended.

SECTION B: TERMINATION OF SERVICES

Policy: This agreement may be terminated at the discretion of the service director or the pharmacy.

Procedure:

1. Written notification of termination shall be provided to the other party at least 90 days prior to termination of services.
2. Immediately upon termination, all controlled substances shall be jointly inventoried by the pharmacist in charge and the service director or their designees.
3. A record of the inventory shall be maintained at the pharmacy.
4. All drugs that are the property of the pharmacy shall be immediately returned to the pharmacy.

SECTION C: POLICIES AND PROCEDURES

Policy: The pharmacist in charge and service director shall develop, implement and adhere to these written pharmacy procedures for the operation and management with respect to prescription drugs.

Procedure:

1. The service shall maintain documentation of periodic reviews of these policies and procedures by the pharmacist in charge or designee, medical director and service director.

2. The service shall maintain documentation of staff training to the service pharmacy agreement and policies & procedures when initiated and amended.
3. All records regarding prescription drugs shall be maintained and be available for inspection and copying by the Iowa Board of Pharmacy and the Iowa Bureau of Emergency Medical and Trauma Services.
4. Identification, Access and Administration:
 - a. The service shall ensure that access is limited to appropriate staff and proper documentation is maintained.
 - b. The service shall maintain records that log access to prescription drugs and records regarding procurement, storage and administration of the drugs.
 - c. The log shall be maintained in a manner that is readily accessible and be made available for inspection and copying by the Iowa Board of Pharmacy and the Iowa Bureau of Emergency Medical and Trauma Services.
 - d. The log shall include the staff member's printed name and signature, printed and signed initials, level of certification and other unique identification used in the service records.
 - e. Access to prescription drugs shall be limited to certified EMS providers that are listed on the pharmacy signature log and the service programs AMANDA roster.

Medication Security Measures:

Medication shall be locked when not in use. Only medication authorized individuals shall have access to the locked medication areas. All records shall be kept in a locked area with access to only authorized individuals.

Controlled substances are stored in a separate box with a sequentially numbered tag. The tag number is documented as part of the monthly inspections conducted by MEDIC EMS of Scott County.

- f. EMS providers may administer prescription drugs that are within their Scope of Practice and authorized in written protocols by the service medical director.
- 5. Procurement, Storage, Inspection and Inventory Control**
- a. The pharmacist in charge shall order, receive and distribute prescription drugs.
 - b. Records of ordering and receipt of drugs shall be maintained by the pharmacist/pharmacy.
 - c. The service shall maintain, at the primary site, an accurate list of all prescription drugs.
 - d. The service shall maintain records of monthly inspections of all drugs at the primary site and all satellites.
 - e. The inspection shall include removal of outdated or adulterated drugs that are quarantined for disposal.

- f. Staff may handle drugs within their current scope of practice as defined by the Bureau of Emergency Medical and Trauma Services.
- g. All staff are authorized to perform and document monthly inspections of security and temperature.
- h. Storage at the primary site and all satellites will be in a designated, secure, clean and free of debris climate-controlled area.
- i. Environmental temperatures shall be recorded, at a minimum, on a monthly basis.
- j. Drugs exposed to extreme temperatures (>104 degrees and <13 degrees Fahrenheit) shall not be administered to patients and removed from usable stock and quarantined for proper disposal.
- k. The pharmacist in charge shall notify the service regarding recalls and ensure removal and replacement.
- l. Expired, recalled and damaged drugs shall be removed from usable stock and returned to the pharmacy.

6. Replenishment

- a. Service staff may request replenishment of drugs maintained at the primary program site or satellites provided that the pharmacy has been supplied with administration records justifying the order.

Replenishment process:

Medications that are used for patients, damaged or outdated are replaced by the pharmacy upon receipt of a completed MEDIC EMS of Scott County Pharmacy Replacement Request form signed by the MEDIC EMS of Scott County paramedic and receiving facility physician. The pharmacy retains the original form and MEDIC EMS of Scott County retains the duplicate copy.

- b. The pharmacist shall approve every drug taken from the pharmacy's dispensing stock. The pharmacist shall document and maintain verification of approval.

7. Protocols, Administration of Drugs Beyond the Limits of Protocols, Patient Care Reports

- a. The medical director shall approve patient care protocols for all drugs carried by the service.
- b. The service will ensure the pharmacist in charge receives the patient care protocols when state or local updates are approved by the medical director.
- c. The pharmacist in charge and service director shall ensure that the drugs and controlled substances carried by the service match the drug list in the approved patient care protocols.
- d. Drugs may be administered beyond the limits of the patient care protocols provided that online or verbal medical direction has been obtained prior to administration.

- e. Verbal orders for drugs not covered in the patient care protocols shall be repeated back to the physician or designee for verification.
- f. Drugs administered outside the parameters of the approved patient care protocols shall be documented in the patient care report including the name of the authorizing prescriber and any person that may have relayed the order.
- g. Patient care reports that include drugs administered outside the parameter of the approved patient care protocols are subject to an immediate written audit of the patient care report per the service Continuous Quality Improvement Policy.

MEDIC EMS of Scott County Pharmacy-Based Option Agreement, Policies and Procedures with UnityPoint Health-Trinity for Prescription Drugs

Primary Site:	1204 East High Street, Davenport, IA 52803
Satellite Sites:	2202 North Marquette Street, Davenport, IA 52804 1040 West 4 th Street, Davenport, IA 52801 1933 Spruce Hills Drive, Bettendorf, IA 52722 100 South 14 th Street, Eldridge, IA 52748 107 North Cody Road, LeClaire, IA 52753 1410 North 4 th Street, Clinton, IA 52732 606 West Mayne Street, Blue Grass, IA 52726

General Purpose:

To establish a medication program that meets or exceeds the requirements of Iowa Code Chapter 657-11 (124, 147A, 155A) Drugs in Emergency Medical Service Programs and Iowa Code Chapter 641-132 (147A).

132.3(8) Medications in service programs

- a. A service program shall have written pharmacy agreements in accordance with the Iowa board of pharmacy's 657 - Chapter 11.
- b. A service program shall maintain all medications in accordance with the rules of the Iowa board of pharmacy's 657 - Chapters 10 and 11.
- c. A service program shall develop, maintain, and follow a written pharmacy policy.

General Procedure:

The interaction of the physician medical director, pharmacist, service leadership and EMS providers is critical for the success of the medication program. All staff must understand their role, responsibilities and duties as part of the team. Every team member shall receive an initial orientation to this policy and be provided with an opportunity for input and updates when amended.

CSA Registration:

In accordance with Iowa Code 657-11.3, service programs that administer controlled substances shall ensure that each primary program site is registered with the Iowa Board of Pharmacy.

Affirmation & Approval:

The signatures within this document indicate approval of the policies and procedures and commitment to perform the assigned duties as described within the agreement.

PRINT OR TYPE BASE PHARMACY INFORMATION:		
Pharmacy Name:	Street Address or PO Box:	City State, Zip Code
Trinity Medical Center	4500 Utica Ridge Road	Bettendorf, IA 52722
Day Phone Number:	Email Address:	
563-742-2400	steven.soseman2@unitypoint.org	
Pharmacist in Charge Name	License Number	License Expiration
Steven Soseman, PharmD	22787	06/30/2024

Policy Approval	TYPE or Print Name	Signature	Date
Pharmacist in charge of Base Pharmacy	Steven Soseman		
Service Director at the Primary Site	Paul Andorf		

SECTION A: RESPONSIBILITY, WRITTEN AGREEMENT, OWNERSHIP

Policy: The service shall maintain a formal written agreement and policies and procedures that describe the role and responsibilities of the parties that enter the agreement.

Procedure:

1. Pharmacy-based programs are operating as an extension of the pharmacy. Ownership of the drugs remains with the Iowa-licensed pharmacy.
2. The pharmacist in charge shall be responsible for ensuring the management of all prescription drugs complies with federal and state laws and regulations.
3. The pharmacist in charge and the service director shall sign the agreement.
4. The agreement shall be maintained at both the pharmacy and the primary program site.
5. The service shall email a signed electronic copy or mail a copy of the signed agreement to the Regional EMS Coordinator promptly when initiated or amended.

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Policy: This agreement may be terminated at the discretion of the service director or the pharmacy.

Procedure:

1. Written notification of termination shall be provided to the other party at least 90 days prior to termination of services.
2. Immediately upon termination, all controlled substances shall be jointly inventoried by the pharmacist in charge and the service director or their designees.
3. A record of the inventory shall be maintained at the pharmacy.
4. All drugs that are the property of the pharmacy shall be immediately returned to the pharmacy.

SECTION C: POLICIES AND PROCEDURES

Policy: The pharmacist in charge and service director shall develop, implement and adhere to these written pharmacy procedures for the operation and management with respect to prescription drugs.

Procedure:

1. The service shall maintain documentation of periodic reviews of these policies and procedures by the pharmacist in charge or designee, medical director and service director.

2. The service shall maintain documentation of staff training to the service pharmacy agreement and policies & procedures when initiated and amended.
3. All records regarding prescription drugs shall be maintained and be available for inspection and copying by the Iowa Board of Pharmacy and the Iowa Bureau of Emergency Medical and Trauma Services.
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 - d. The log shall include the staff member's printed name and signature, printed and signed initials, level of certification and other unique identification used in the service records.
 - e. Access to prescription drugs shall be limited to certified EMS providers that are listed on the pharmacy signature log and the service programs AMANDA roster.

Medication Security Measures:

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- j. Drugs exposed to extreme temperatures (>104 degrees and <13 degrees Fahrenheit) shall not be administered to patients and removed from usable stock and quarantined for proper disposal.
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Replenishment process:

Medications that are used for patients, damaged or outdated are replaced by the pharmacy upon receipt of a completed MEDIC EMS of Scott County Pharmacy Replacement Request form signed by the MEDIC EMS of Scott County paramedic and receiving facility physician. The pharmacy retains the original form and MEDIC EMS of Scott County retains the duplicate copy.

- b. The pharmacist shall approve every drug taken from the pharmacy's dispensing stock. The pharmacist shall document and maintain verification of approval.

7. Protocols, Administration of Drugs Beyond the Limits of Protocols, Patient Care Reports

- a. The medical director shall approve patient care protocols for all drugs carried by the service.
- b. The service will ensure the pharmacist in charge receives the patient care protocols when state or local updates are approved by the medical director.
- c. The pharmacist in charge and service director shall ensure that the drugs and controlled substances carried by the service match the drug list in the approved patient care protocols.
- d. Drugs may be administered beyond the limits of the patient care protocols provided that online or verbal medical direction has been obtained prior to administration.

- e. Verbal orders for drugs not covered in the patient care protocols shall be repeated back to the physician or designee for verification.
- f. Drugs administered outside the parameters of the approved patient care protocols shall be documented in the patient care report including the name of the authorizing prescriber and any person that may have relayed the order.
- g. Patient care reports that include drugs administered outside the parameter of the approved patient care protocols are subject to an immediate written audit of the patient care report per the service Continuous Quality Improvement Policy.

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 19, 2023

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF SCOTT COUNTY
AND GENESIS MEDICAL CENTER - DAVENPORT, MERCYONE - CLINTON, AND
UNITYPOINT HEALTH-TRINITY, BETTENDORF

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

Section 1. These Agreements are to establish a medication program that meets or exceeds the requirements of Iowa Code Chapter 657-11 (124, 147A, 155A) Drugs in Emergency Medical Service Programs and Iowa Code Chapter 641-132 (147A).

Section 2. 132.3(8) Medications in service programs

- a. A service program shall have written pharmacy agreements in accordance with the Iowa board of pharmacy's 657 - Chapter 11.
- b. A service program shall maintain all medications in accordance with the rules of the Iowa board of pharmacy's 657 - Chapters 10 and 11.
- c. A service program shall develop, maintain, and follow a written pharmacy policy.

Section 3. In accordance with Iowa Code 657-11.3, service programs that administer controlled substances shall ensure that each primary program site is registered with the Iowa Board of Pharmacy.

Section 4. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreements on behalf of the Board.

Section 5: This resolution shall take effect immediately.

MEDIC EMS of Scott County

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



December 12, 2023

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

Attached is a System Access Agreement with Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation. This agreement allows MEDIC EMS of Scott County to access the UnityPoint Health's Electronic Health Records to gather insurance and other information for billing patients and gather clinical data for internal QA/QI review.

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

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.

System Access Agreement

This System Access Agreement (“Agreement”) is effective as of the date last signed below, (“Effective Date”) between Iowa Health System d/b/a UnityPoint Health, an Iowa nonprofit corporation, on behalf of itself and the UnityPoint Health Affiliated Covered Entity (collectively “UnityPoint Health”), and MEDIC EMS of Scott County, County of Scott, a County Government (“Participant”) (individually a “Party” and collectively the “Parties”).

Recitals

1. UnityPoint Health maintains demographic, health and account information, which is Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-7, and future amendments thereto and all regulations issued thereunder (“HIPAA”) relating to its patients (“Confidential Information”) in UnityPoint Health electronic information systems (“System”) and provides access to the System to specified employees, agents, other workforce members, or business associates of certain health care entities and/or their business associates for the purpose of providing treatment, payment, or health care operations, which functions are enhanced through the timely access to necessary health information;
2. Participant desires to access data from the System for Participant’s treatment, payment, or permitted health care operations of Participant, subject to the terms, conditions, and limitations of this Agreement and consistent with the provisions of HIPAA and applicable state privacy laws;
3. Parties desire for their Shared Patients (as defined below) to access all of their services seamlessly;
4. Without this Agreement, communications between Participant and UnityPoint Health related to their Shared Patients will be inefficient and sometimes slow or incomplete, which would hinder Participant’s ability to effectively perform Services;
5. UnityPoint Health and Participant believe that services may be provided more safely, effectively, timely, and efficiently if certain Authorized Users (as defined below) at Participant have appropriate access to relevant Confidential Information maintained by UnityPoint Health, in accordance with relevant provisions of applicable law and the terms and conditions of this Agreement; and
6. To provide better service to UnityPoint Health patients, UnityPoint Health wishes to grant to certain Authorized Users of Participant appropriate access to certain Confidential Information contained in the System, which may or may not be through a secure, online remote access service called “EpicCare Link” (in either event referred to throughout this Agreement as the “Epic Connection”). The System, for purposes of this Agreement, includes UnityPoint Health software and technology dedicated to generating, revising, storing, or viewing patient health records (including supporting images) electronically, to the extent such software and technology is accessible to Participant.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Access.** Subject to the terms and conditions of this Agreement, UnityPoint Health agrees to allow specified Authorized Users of Participant to access the System for the purposes of accessing patient data and other information for Participant’s treatment, payment, or certain permitted health care operations purposes. The terms treatment, payment, and health care operations are used herein as defined in HIPAA. This Agreement specifies the Terms and Conditions of Participant’s access to and use of the Confidential Information. An “Authorized User” means Participant's employees, agents, or other persons affiliated with Participant or otherwise permitted to use Participant's systems or facilities (a) who are authorized by Participant to access and use the System pursuant to this Agreement and (b) for whom access to the System has been provided pursuant to this Agreement.
2. **Conditions to Access.** Access will be provided to Participant to the Epic Connection upon completion of the following steps:
 - a. **Appoint a Site Administrator.** Participant shall name two representatives who shall be responsible for and shall administer this Agreement on behalf of Participant (“Site Administrator”). The Site Administrator shall have the sole authority to request access for new Authorized Users. Such requests shall be made solely from the Site Administrator’s email account on file to CareLinkRequest@unitypoint.org. Such requests may include: (a) adding Authorized Users to the Participant EpicCare Link account, (b) making changes to Authorized User email addresses, (c) deactivating Authorized User enrollment, (d) changing Authorized User or Participant physical address and telephone number or (e) other public contact information concerning Participant or Authorized Users. Once UnityPoint Health receives such request, UnityPoint Health shall make such changes as approved. UnityPoint Health reserves the right to disallow change requests, but agrees to contact the Site Administrator for clarification purposes and shall convey to the Site Administrator its reason(s) should it reject such request. Site Administrator must notify UnityPoint Health within two (2) business days of the termination of employment or contract of any Authorized User or a change in job duties such that the individual no longer meets the qualifications described in Subsection 4(c) of this Agreement, at which point the Authorized User’s access to the System will be terminated.
 - b. **Access Request.** Participant shall complete and submit to UnityPoint Health a Request for User Access for an Authorized User (via mail, fax or e-mail), signed by the Site Administrator listed in Exhibit A. Prior to receiving a user name and password to access the System, each such Authorized User shall be required to sign the UnityPoint Health Information Security Agreement attached as Exhibit B as may be updated from time to time with notice to Participant.
 - c. **Access Training.** Participant shall complete HIPAA training for Authorized Users who have access to the System. By requesting access to the System for an Authorized User, the Site Administrator represents that the Authorized User has completed HIPAA training. Participant shall maintain documentation showing that each Authorized User for whom access to the System has been requested under this Agreement has received HIPAA training and understands the purpose and terms of this Agreement.
 - d. **Access Verification.** Periodically, as requested by UnityPoint Health, Participant shall provide to UnityPoint Health a current list of Participant’s Authorized Users to whom access has been granted. This is not a substitution for Participant’s obligations with respect to providing notice of the termination of an Authorized User.

3. **Use and Restrictions.** Upon execution of this Agreement, Participant will be provided an Epic Connection, which may be via an EpicCare Link account to access Confidential Information related to dates of service for Shared Patients for treatment, payment, and certain health care operation purposes. No other use or right is granted under this Agreement.
4. **Scope and Terms of Access and Use.** The Parties agree to the following:
 - a. **Appropriate Safeguards.** The Parties will maintain administrative, technical, and physical safeguards to protect Confidential Information in accordance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and any other applicable federal, state, or local laws, all as amended from time to time. UnityPoint Health will ensure that industry standard and HIPAA compliant security procedures are maintained for the System. Participant will also ensure that industry standard and HIPAA compliant security procedures are maintained for the computers and devices on which Authorized Users will access the System. Participant shall ensure that its Authorized Users, employees, agents, and contractors will not use or attempt to access the System by any means not specifically authorized by UnityPoint Health, including but not limited to the use of non-secure means of connection, and will ensure that no Authorized User, employee, agent, or contractor will avoid or disable any protection or security means implemented in the System or otherwise use any means to access the System without following log-in procedures specified by UnityPoint Health. Participant shall notify UnityPoint Health within 24 hours if it has information that may lead a reasonable person to believe that an Authorized User’s password to the System has become known by an unauthorized third party or otherwise compromised.
 - b. **Appropriate Patients.** Participant agrees that its scope of access to the System is intended for the purpose of performing Services which are for individuals (i) who have a current health care relationship with the Participant and (ii) who are or have been patients of a UnityPoint Health affiliate (“Shared Patients”). Access to or use of the Confidential Information of any individual who is not a Shared Patient is strictly prohibited and shall be considered a violation of the terms of this Agreement. Participant shall require its Authorized Users to utilize three (3) identifiers of the Shared Patients on the patient search screen as part of the query process to access Shared Patients. The Parties agree that in the event an Authorized User, in appropriately searching the System for information on a Shared Patient, inadvertently views the information of another patient, that access shall not be considered a violation of this Agreement by Participant so long as the Authorized User stops immediately viewing the information upon realizing it does not relate to a Shared Patient. Participant shall obtain and maintain any and all Shared Patients’ authorizations or consents to access the Confidential Information as required by federal, state, or local laws. UnityPoint Health shall have no liability with respect to any claim arising from Participant’s failure to obtain, maintain, or manage all applicable authorizations, consents, and permissions.
 - c. **Appropriate Users.** Participant agrees that only those whose job duties as an employee or agent of Participant include providing Services for Shared Patients will be considered Authorized Users under this Agreement.
 - d. **Appropriate Purposes.** Authorized Users will access and use the System only for

purposes of Treatment as defined by HIPAA, Payment as defined by HIPAA, and Health Care Operations as defined by paragraph (1) or paragraph (2) of the HIPAA definition of Health Care Operations of Shared Patients (“Services”), and to perform auditing and training functions that are directly related to the Services (auditing and training collectively referred to as the “Related Functions”), but only to the extent that access to and use of the System is limited to the minimum necessary to perform the Related Functions. Participant will not use or access the System for any purpose other than Services to Shared Patients and Related Functions. For clarity, but not to expand the scope described in the previous sentence, Participant will not use or access the System for any purpose for which such use of or access to Confidential Information is prohibited by applicable federal or state laws as such laws may be amended from time to time. Participant will not de-identify or otherwise anonymize Confidential Information for any purpose or use. Participant shall not distribute any Confidential Information, patient data, PHI, or other information in contravention of this Agreement. Participant acknowledges that under no circumstances shall Participant or its Authorized Users, employees, agents, or contractors use the System as a substitute for a clinician’s professional skill and judgment in any instance regarding patient care.

- e. **Minimum Necessary.** Participant shall ensure that Authorized Users access only the minimum amount of information necessary to perform Services to Shared Patients and Related Functions. Authorized Users shall access only information related to the condition(s) that are material to the Shared Patient’s need for the Services. The Parties acknowledge that the following types of information, if related to the condition(s) that are material to a Shared Patient’s need for Services, are typically relied upon to perform Services:
- i. Patient demographics
 - ii. Information on history of patient (medical, surgical, family, social)
 - iii. Allergies
 - iv. Medications
 - v. Immunization summaries
 - vi. Documents, such as Health Care Directives
 - vii. Scheduled office visits
 - viii. Clinic & hospital progress notes
 - ix. Care coordination notes/care planning
 - x. ER & Urgent Care visit notes
 - xi. External agency reports (home care records, hospice records, etc.)
 - xii. Discharge instructions
 - xiii. After visit summaries
 - xiv. Face sheets
 - xv. Labs and results (and ability to view over time)
 - xvi. Diagnostic imaging
 - xvii. Flowsheets (vital signs, labs, medications, pediatric milestones etc.)
 - xviii. Documentation of co-management communication and encounters in general
 - xix. Patient goals, diagnoses, care plan
 - xx. Names of members of the care team

- f. Authorized Users must use their professional judgment to determine which information in the System is the minimum necessary to effectively provide Services to Shared Patients. Participant represents that the information to be accessed by Authorized Users is the minimum necessary to effectively perform Services for Shared Patients and Related Functions, and UnityPoint Health is relying on this representation to allow Participant to access the System. The Parties recognize that access to information within the System other than the information described above is not necessarily prohibited in all instances, but may warrant further evaluation to determine whether such access was the minimum necessary under the circumstances.
- g. **Restricted Information.** Each Party is committed to protecting the privacy and security of patient and member information and agrees to comply with applicable law in this regard. UnityPoint Health will ensure that for any Confidential Information for which UnityPoint Health is required to obtain patient consent or otherwise restrict access under applicable law, or for which UnityPoint Health determines a restriction is appropriate, UnityPoint Health will implement appropriate restrictions in the System, with the intent that Participant and Authorized Users will either be unable to access that Confidential Information or will be alerted by the UnityPoint EHR that the Confidential Information should not be accessed. If an Authorized User encounters such a system alert with regard to a record, the Authorized User will not access that record. Specifically, but not by way of limitation, the Parties acknowledge and agree that at the time this Agreement is entered into, UnityPoint Health restricts certain information via a “Break the Glass” feature within the System. Participant agrees that Authorized Users will not “Break the Glass” to view restricted information. If UnityPoint Health identifies a need to adopt other means of restricting records or information, or additional types of records or information that should be restricted, the Parties will discuss options for implementation, and if (a) no agreement is reached, (b) UnityPoint Health is unable for any reason to implement a restriction, or (c) UnityPoint Health needs time to implement a restriction, a Party may suspend access until a restriction can be implemented or terminate this Agreement in accordance with Section 12.

5. **Participant Obligations of Authorized Users.** Participant shall ensure that each of its Authorized Users:

- a. accesses the minimum amount of information on the System necessary to carry out the responsibilities of his or her employment for Participant or contract with Participant as it relates to the treatment, payment, or health care operations function being performed subject to the terms and conditions of this Agreement;
- b. does not, under any circumstances, access PHI or other data related to an individual who does not have a current health care relationship with Participant;
- c. maintains the confidentiality of patient data and all other information accessed through the System in accordance with HIPAA and the confidentiality provisions of this Agreement;
- d. safeguards, and does not disclose to any third party, his or her password to the System;
- e. does not attempt to gain access to information, computer operating systems or application areas or functions for which he or she has not been authorized by UnityPoint Health; and
- f. notifies Participant or UnityPoint Health within twenty-four (24) hours if he or she

believes that his or her password to the System has become known by a third party.

6. **Indemnification.** Each Party (referred to as “Responsible Party” when an indemnification claim is being made against it) will indemnify, defend and hold harmless the other Party (referred to as “Claiming Party” when claiming indemnification) and any related entity, including any entity that controls a Party, is controlled by a Party, or is controlled by an entity that also controls a Party, and each of their directors, officers, agents, and employees (“Indemnified Parties” and each an “Indemnified Party”) from and against any and all third-party liability, loss, damage, claim, and expense, including but not limited to reasonable attorneys’ fees and interest, which any of them at any time sustain or incur arising from (i) any intentional or negligent act or omission of the Responsible Party, its directors, officers, agents, employees, contractors, Authorized Users, or subcontractors under this Agreement, or (ii) any breach or default of a Responsible Party under this Agreement. Notwithstanding the foregoing, unless otherwise specifically set forth herein, no Party will be liable for special, indirect, consequential, incidental, or punitive damages of any kind (including, without limitation, lost profits, loss of use, or goodwill), even if any such damages are reasonably foreseeable or the Party has been advised of the possibility of such damages.
7. **Notification of Breach.** During the term of this Agreement, Participant shall notify UnityPoint Health within twenty-four (24) hours of discovery of an actual or suspected breach of security, intrusion, or unauthorized use or disclosure of Confidential Information from the System by Participant; any of its Authorized Users, employees, agents, or contractors; or any other individuals who access the System or data from the System by means of the rights granted to Participant under this Agreement in violation of this Agreement or any applicable federal or state laws or regulations. Participant shall cooperate with UnityPoint Health to take prompt corrective action to mitigate any harm with respect to the actions of Participant Authorized Users; employees, agents, contractors; or other individuals who access the System or data from the System by means of the rights granted to Participant under this Agreement.
8. **Responsibility for Breach.** Participant shall be solely responsible for any and all breaches of this Agreement, including breaches of privacy or confidentiality, by Participant, its Authorized Users, employees, contractors, and all other individuals who access the System or data from the System by means of the rights granted to Participant under this Agreement. Participant shall be solely responsible for any and all damages, liabilities and other penalties that may arise from such a breach (“Expenses”), in addition to being solely responsible for any actions required by law or this Agreement that arise from such a breach. Such Expenses include, but are not limited to, reasonable attorney’s fees, costs of third party services necessary for investigation of the Breach, costs of legally required notification of individuals and the media, credit monitoring, and other mitigating actions if reasonably determined necessary by UnityPoint Health.
9. **Response to Confidentiality Concerns.** Whenever UnityPoint Health in its sole judgment and discretion believes that an Authorized User, employee, agent, contractor, or subcontractor of Participant has obtained unauthorized access to Confidential Information, has disclosed Confidential Information inappropriately or in violation of federal or state laws or regulations, has violated the UnityPoint Health Information Security Agreement, or has violated any material provisions of this Agreement, UnityPoint Health shall be entitled to

take any or all of the following actions immediately, as it reasonably determines to be appropriate:

- a. Notify Participant's Privacy Officer of the Authorized User's conduct and require Participant to educate and/or discipline the Authorized User;
- b. Suspend or terminate the Authorized User's remote access to the System temporarily or permanently;
- c. Comply with any mandatory reporting and disclosure requirements;
- d. Terminate this Agreement; or
- e. Bring legal action to enforce this Agreement.

10. **Disclaimer.** Participant understands and agrees that remote access to the System involves (1) technological risks, including possible introduction of errors, data corruption, and artifacts that may not be present on original versions of the health record document and (2) additional risks may include compromises to the integrity and security of data, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). UnityPoint Health will not be responsible for any losses or damages related to Remote Access Risks. Participant understands that documents accessed remotely may not have the same degree of clarity as documents viewed on-site. PARTICIPANT AGREES THAT UNITYPOINT HEALTH WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR OTHER DAMAGES INCURRED BY PARTICIPANT, ITS AUTHORIZED USERS, OR ALL OTHER INDIVIDUALS WHO ACCESS THE SYSTEM OR DATA FROM THE SYSTEM BY MEANS OF THE RIGHTS GRANTED TO PARTICIPANT UNDER THIS AGREEMENT ARISING OUT OF THE USE OF EPIC CARE LINK, EPIC CONNECTION, OR THE SYSTEM. UNITYPOINT HEALTH DOES NOT GUARANTEE OR WARRANT THE TIMELINESS, ACCURACY, COMPLETENESS AND AVAILABILITY OF REMOTE ACCESS TO THE SYSTEM VIA EPIC CARE LINK, EPIC CONNECTION, OR THE CONTENT OF THE SYSTEM. WITHOUT LIMITING THE FOREGOING, UNITYPOINT HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCESS PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHEN OTHERWISE STATED IN WRITING, UNITYPOINT HEALTH PROVIDES ACCESS TO THE SYSTEM "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM IS WITH PARTICIPANT. SHOULD THE SYSTEM PROVE DEFECTIVE. PARTICIPANT HAS NO OBLIGATION TO UNDERTAKE TO CORRECT OR OTHERWISE ADDRESS SUCH DEFECTS, AND THE TERMS OF ANY SUCH UNDERTAKING MUST BE MUTUALLY AGREED BY THE PARTIES. HOWEVER, IN NO EVENT SHALL UNITYPOINT HEALTH BE OBLIGATED BY THIS AGREEMENT TO PAY FOR THE COST OF ANY SERVICING, REPAIR OR CORRECTION THAT IS NECESSARY TO PROVIDE OR MAINTAIN PARTICIPANT'S AND ITS AUTHORIZED USER'S ACCESS TO THE SYSTEM UNDER THIS AGREEMENT.

11. UnityPoint Health understands and agrees that Participant is not obligated to perform any services under this Agreement and that by entering into this Agreement, Participant is not making any guarantee or warranty, express or implied, with respect to any services performed

by Participant for or on behalf of UnityPoint Health.

12. **Auditing.** The Parties agree to comply with an auditing plan to ensure that Authorized Users are only accessing the patient related information needed for the performance of their duties and responsibilities as outlined in the Agreement. The Participant must conduct a monthly audit to ensure that verification will be made when all of the following is true: the patient being accessed was appropriate for the Authorized User; the timeframe of the access was appropriate; and the information accessed regarding the patient was appropriate. The Parties may modify the requirements of the above audit by mutual agreement of the Parties. Failure to enter into good faith negotiations in modifying the auditing plan is considered a material breach of this Agreement. In addition, Participant agrees that UnityPoint Health may audit any Authorized User's access at any time to determine Participant's compliance with this Agreement. To the extent Participant participation in the audit process is required, the time, place, duration, frequency and scope of the audits or monitoring will be reasonable and agreed to in advance. Furthermore, UnityPoint Health may participate in all of Participant's internal investigations regarding access to the System and the use of patient data and other information accessed through the System, and Participant shall share the results of all such investigations with UnityPoint Health.

13. **Term and Termination.**

- a. This Agreement and Participant's access to UnityPoint Health's EHR shall commence as of the Effective Date of this Agreement. The initial term of this Agreement shall be one (1) year, commencing on the Effective Date (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional one-year terms unless otherwise terminated as provided herein.
- b. Termination by UnityPoint Health. UnityPoint Health may, in its sole discretion, immediately terminate this Agreement, or any individual Authorized User's access to the System, at any time, with or without cause or notice.
- c. Termination by Participant. Participant may terminate this Agreement without cause upon thirty (30) days' prior written notice to UnityPoint Health. Participant's access to the System shall terminate on the effective date of Participant's termination.
- d. Termination Based on Supervening Law. This Agreement may be terminated by either party, upon 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, or any opinion by legal counsel to the effect that any provision of state or federal law or regulation 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 care 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 reasonably necessary to prevent imminent adverse legal consequence.

14. **No Requirement or Inducement of Referrals**

- a. Nothing in this Agreement shall in any way be construed to require or induce either party to admit, refer, or recommend admission or referral of patients to another party, it being the intent that such admissions, referrals, and recommendations be made by each party and its respective medical staff in their best professional judgment and in the patient's best medical interests.
- b. Both parties hereby represent and warrant that they are not currently, and at no time have been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that either party is excluded from any federally funded health care program during the term of this Agreement or, if at any time after the effective date of this Agreement, it is determined that either party is in breach of this section, this Agreement shall, as of the effective date of such exclusion or breach, be automatically terminated.

15. Contractors and Subcontractors. The Parties agree that Participant intends to perform Services itself and/or through the use of contractors and/or subcontractors and that the access to the System that is granted to Participant under this Agreement will also be available to Participant's contractors or subcontractors. As such, Participant agrees that it shall obtain written agreement from its contractors and subcontractors who need access to the System to perform services on behalf of Participant to abide by all requirements and perform all obligations of Participant set forth in this Agreement, unless such requirements and obligations are identified herein as not applicable to the contractor or subcontractor, prior to granting Authorized Users of such contractor or subcontractor access to the System under this Agreement. Additionally, Participant will require its contractors and subcontractors to enter into Business Associate Agreements (as defined by HIPAA) or equivalent agreements prior to requesting access to the System under this Agreement. The Parties understand and agree that access to the System will not be granted to any contractors or subcontractors with operations outside the United States.

16. Notice. Any notice required to be given by this Agreement shall be in writing and deemed given when personally delivered, faxed, or when deposited in the United States mail, certified or registered mail with return receipt requested, to the following persons (unless otherwise specified in the Agreement):

As to Participant: MEDIC EMS of Scott County
600 West 4th Street
Davenport, IA 52801-1030

As to UnityPoint Health: UnityPoint Health Law Department
1776 West Lakes Parkway, Suite
400 West Des Moines, Iowa 50266-
8239 Fax: (515) 241-4656

17. Miscellaneous.

- a. **Assignment.** Except as otherwise provided in this Agreement with respect to

contractors and subcontractors of Participant, the rights and obligations of the Parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the Parties hereto. Any assignment not in accordance with this Agreement shall be null and void.

- b. **Amendment.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the Parties in connection with the subject matter hereof. Except as provided in Section 9.b. of this Agreement, no amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all Parties.
- c. **Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in HIPAA.
- d. **Waiver.** Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- e. **Third Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- f. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflicts of law principles. In the event of any dispute, each of the Parties hereby irrevocably submits to the exclusive jurisdiction of any United States Federal Court or Iowa District Court sitting in Polk County, Iowa in any action or proceeding arising out of or relating to this Agreement, and each Party hereby agrees that all claims in respect of such action or proceeding may be heard and determined in such court.
- g. **Survival.** In addition to any other terms and conditions of this Agreement that by their nature survive its expiration or termination, all provisions of this Agreement related to privacy, security, confidentiality, limitations of liability, indemnification, notice or governing law shall survive the expiration or termination of this Agreement.
- h. **Provisions are Severable.** If any provision of this Agreement is held to be invalid or unenforceable by any judgment of a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.
- i. **Authority.** Each individual signing this Agreement warrants and represents that he

or she has full authority to execute this Agreement on behalf of the party for whom he or she has signed.

In witness whereof, the parties have executed this Agreement in duplicate on the dates set below their respective names.

UnityPoint Health

Participant

By:

By:

Title:

Title: Director

Date:

Date:

EXHIBIT A

PARTICIPANT SITE ADMINISTRATORS (Require Two)

Name: _____ **Title:** _____

Business Address: _____

Phone #: _____ **Fax #:** _____

Email Address: _____

Name: _____ **Title:** _____

Business Address: _____

Phone #: _____ **Fax #:** _____

Email Address: _____

THIS DOCUMENT IS A SAMPLE OF WHAT EACH USER WILL BE SENT WHEN INDIVIDUAL ACCESS IS REQUESTED.

Exhibit B

**UnityPoint Health
INFORMATION SECURITY AGREEMENT (1/21)**

Patient, financial, and other business-related information in any form, electronic or printed, is a valuable asset, and is considered private and sensitive. Employees, physicians, physician office staff, consultants, vendors, contracted agency staff, nursing home staff, students, and other authorized users may have access to confidential information in the performance of their duties. Those charged with this responsibility must comply with information confidentiality/security policies in effect at UnityPoint Health (UPH) and its affiliates. This agreement applies regardless of the method of access used.

In consideration of being allowed access to UnityPoint Health information systems, I, the undersigned, hereby agree to the following provisions:

1. I agree to abide by all confidentiality/security policies and procedures for UPH and its affiliates. Updates to state and federal regulations and/or risk mitigation concerns will prompt policy changes from time to time, and I understand it is always my responsibility to abide by the then-current UPH policies. I understand that such policies and procedures are available on the Intranet or will be provided to me upon request.
2. I will not operate or attempt to operate UPH computer equipment without specific authorization.
3. I will not demonstrate the operation of UPH computer equipment or applications to anyone without specific authorization.
4. I will not install or use software that is not licensed by UPH (or that is otherwise unlawful to use) on any UPH information systems, computer equipment, devices, or networks. I understand that unauthorized software may pose security risks and will be removed by UPH.
5. I agree to maintain a unique password, known only to myself, to access the system to read, edit and authenticate data. I understand that my unique password constitutes my electronic signature and that it should be treated as confidential information. I agree not to share my password with any other individual or allow any other individual to use the system once I have accessed it. I understand that I may change my password at any time, and it is my responsibility to reset my password immediately if I suspect it has been compromised.
6. I agree only to access the patient, financial, and/or other UPH business-related information needed for the performance of my duties and responsibilities. I understand that accessing my own patient record or the patient records of my family members is only appropriate to do via the Patient Portal or through the Release of Medical Information process. I agree that I will not use my access granted to me for my job role to look at my record or the records of my family members or others, unless it is in accordance with my professional job duties and responsibilities.
7. I will contact my supervisor, the affiliate compliance officer or Information Security Officer (ISO), or the IT department if I have reason to believe the confidentiality and security of my account has been compromised.
8. I will not disclose any portion of the computerized systems to any unauthorized individuals. This includes, but is not limited to, the design, programming techniques, flow charts, source code, screens, and documentation created by employees, outside resources, or third parties.
9. I will not disclose any portion of the patient's record except to a recipient designated by the patient or to a recipient authorized by UPH who has a "need to know" in order to provide continuing care of the patient.
10. I understand that applications are available outside of the UPH network via various remote access methods (i.e. VPN, Citrix, and/or Web), and I agree to abide by the following when accessing UPH computer systems from remote locations:
 - a. I will only access UPH computer systems from remote locations if I am authorized to do so and from only locations in the United States unless I have received prior approval from UPH.
 - b. I will use discretion in choosing when and where to access UPH computer systems remotely in order to prevent inadvertent or intentional viewing of displayed or printed information by unauthorized individuals.
 - c. I will use proper disposal procedures for all printed materials containing confidential or sensitive information.
 - d. I understand that if I choose to use my personal equipment to access UPH computer systems remotely, it is my responsibility to provide internet connectivity, configure firewall and virus protection appropriately,

properly maintain security patches, and to install any necessary software/hardware. UPH is not responsible if the installation of software necessary for accessing UPH computer systems remotely interferes or disrupts the performance of other software/hardware on my personal equipment. UPH will restrict personal devices from connecting to UPH information systems if security posture checks do not pass.

- e. I understand that by using my personal equipment to access UPH computer systems that my computer is a de facto extension of the UPH network while connected, and as such is subject to the same rules and regulations that apply to UPH owned equipment.
11. If I will be using a mobile device to access the UPH network or network services (through a personally-owned or UPH-owned device) that include, but is not limited to, email, VPN, or other remote access capabilities, I will allow UPH limited control of my mobile device for the protection of UPH data and its assets. For this context a mobile device is currently identified as a mobile phone, tablet, or other miniaturized computing system. This limited control can include the enforcement of a password/pin and/or remote wiping of the mobile device in the event of loss or theft or other factors that may present a risk of harm to the UPH network, its data, or applications.
- a. I understand using the talk-to-text feature built into the mobile device, like Siri, is not HIPAA-compliant, and I agree to avoid using talk-to-text features if patient information is included unless the talk-to-text tool has been specifically approved by UPH IT.
 - b. In the event of loss or theft of my personal device, I agree to the remote wiping of all content on my mobile device, including any personal information I may have stored on the device, such as, but not limited to, photos, videos, and other content stored on the hard drive of the device.
 - c. In the event of an investigation or inquiry by the internal compliance department at UPH or the government, or in the event of litigation, I agree to provide UPH and/or its affiliate(s) with access to my device to copy and retain information related to the investigation, inquiry, or litigation. I understand that UPH will take reasonable steps to limit access to personal information, such as using key word searches to identify relevant material.
12. I understand the UPH computer systems are intended to be used for business purposes with limited personal use, such as saving a family picture or my resume, is permitted. If I chose to save my personal files or emails on UPH computer systems, I will save them in a folder clearly marked "personal". I understand that upon my departure with the organization, all business-related emails and files that are not clearly saved in my "personal" folder may be transferred to my manager or their designee in order to continue business operations.
13. I understand that UPH regularly audits access to UPH computer equipment, applications, and the data contained in these systems. I agree to cooperate with UPH regarding these audits or other inspections of equipment and data, including UPH inquiries that arise as a result of such audits.
14. I agree to report any activity which is contrary to UPH policies or the terms of this agreement to my supervisor, the affiliate compliance officer, or to the IT Service Center at **800-681-2060**.

I understand that I must sign this Agreement as a precondition to issuance of a computer password for access to the UPH network and/or patient information and that failure to comply with the preceding provisions will result in formal disciplinary action, which may include, but will not be limited to, termination of access, termination of employment in the case of employees, termination of agreements in the case of contractors, or revocation of clinical privileges in the case of medical staff members, taken in accordance with applicable medical staff by-laws, rules and regulations.

PRINT NAME _____

SIGNATURE _____ **DATE** _____

DEPARTMENT _____

COMPANY _____

PLEASE SCAN SIGNED FORM AND SEND VIA E-MAIL WITH EXCEL SPREADSHEET TO

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 19, 2023

APPROVING SYSTEM ACCESS AGREEMENT BETWEEN MEDIC EMS OF SCOTT COUNTY
AND IOWA HEALTH SYSTEM D/B/A UNITYPOINT HEALTH.

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

Section 1. This agreement provides MEDIC EMS of Scott County access to the UnityPoint Health Electronic Health Records to gather necessary information for billing patients and to conduct clinical outcome data gathering.

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.

MEDIC EMS of Scott County

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



December 12, 2023

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

Attached are agreements with Bettendorf Community School District for reimbursement of MEDIC EMS of Scott County wage expenses for Bettendorf Community School District's health care apprentices selected for the Iowa Health Career Registered Apprenticeship Program.

MEDIC EMS (non-profit) started this program this year with 4 high school seniors to gather valuable experience in the healthcare field. These students work for MEDIC EMS (non-profit) as a Vehicle Safety Technician while attending Emergency Medical Technician training to obtain their Iowa EMT license. Once they are licensed as an EMT, they are able to staff an ambulance and provide patient care to citizens of our community.

This program was initiated by the Iowa Workforce Development to encourage careers in the health field. The program allows the department to receive reimbursement of a portion of these wages for participation in the program. The term of the agreement will end August 31, 2026

The Scott County legal department has reviewed these attached agreements and found the agreements are sufficiently drafted to accomplish their intended purpose and are not in contravention of state law.

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.

Iowa Health Careers Registered Apprenticeship Program
On-The-Job Training Memorandum of Understanding (MOU)

Between MEDIC EMS of Scott County and Bettendorf Community School District

This AGREEMENT is entered into on this January 1st, 2024 between MEDIC EMS of Scott County ("MEDIC EMS of Scott County") and the Bettendorf Community School District ("BCSD"),

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

SECTION I. PURPOSE

MEDIC EMS of Scott County and BCSD enter into this Agreement for reimbursement of MEDIC EMS of Scott County wage expenses for BCSD's health care apprentices selected for the Iowa Health Careers Registered Apprenticeship Program.

A. Details of this Iowa Health Careers Registered Apprenticeship Program are incorporated by reference in the Iowa Health Careers Registered Apprenticeship Program grant and agreed upon educational work processes and standards provided by the Office of Apprenticeship.

SECTION II. TERM OF AGREEMENT

A. The Iowa Health Careers Registered Apprenticeship Program grant is funded beginning June 1, 2023, and ending August 31, 2026.

B. The term of this Agreement is from January 1st, 2024 to August 31, 2026.

C. This agreement may be renewed only by a mutual agreement in writing by the parties.

SECTION III. GENERAL TERMS AND CONDITIONS

1. WAGE REIMBURSEMENT AND BILLING

A. Wage reimbursement for hours worked provided under the agreement shall comply with the applicable provisions of the Iowa Code and Iowa Health Careers Registered Apprenticeship Program grant specifications as stated in the MOU contract agreement with Iowa Workforce Development.

B. BCSD agrees to pay to MEDIC EMS of Scott County the registered apprentice hourly wage rates, for apprentices that have been identified and selected through BCSD's selection process. Wage rates are determined by MEDIC EMS of Scott County, agreed upon by the BCSD and are subject to change.

C. As appropriate, MEDIC EMS of Scott County shall invoice BCSD for the wages paid per apprentice for hours in which apprentices worked up to 100 hours per apprentice. BCSD shall pay MEDIC EMS of Scott County the invoiced amount.

D. MEDIC EMS of Scott County agrees to submit timesheets of hours worked per apprentice, along with pay stubs or payroll registries for each apprentice to BCSD to serve as verification of payroll and hours worked associated with the grant.

2. TERMINATION

A. This agreement can be terminated with 30 days written notice by either party for any reason.

3. NO PARTNERSHIP

A. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

4. INDEMNITY

A. To the extent permitted by Iowa law, MEDIC EMS of Scott County and the BCSD will each indemnify and hold the other harmless from any and all claims, causes of action, attorney fees, cost or other expenditures occasioned by the undertakings assumed by each, respectively, in this instrument.

B. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non prevailing party all costs related to such collection, including reasonable

attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post-judgment, appeal, or settlement collection. The obligations in this paragraph shall survive expiration or termination of this Agreement.

5. JURISDICTION

The parties' consent to the jurisdiction of the appropriate federal or state court for Scott County, Iowa for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa, without regard to Iowa's choice-of-law rules, and applicable federal law.

6. NON-DISCRIMINATION

Neither party shall discriminate against any employee, applicant, or patient because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, disability, age, special disabled veteran status, genetic information, or any other characteristic protected by law.

7. SEVERABILITY

If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

8. AMENDMENT/MODIFICATION

This Agreement may not be modified or amended unless in writing and signed by both parties.

APPENDIX II of 2 CFR Part 200.CERTIFICATION REGARDING CONTRACT PROVISIONS for NON-FEDERAL ENTITY CONTRACTS

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE APPROVAL BY THEIR RESPECTIVE BOARDS:

School District Authorized Representative

Signature: _____

Date: _____

Name of On-the-Job Training Provider (OJT): _____

Signature: _____

Date: _____

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

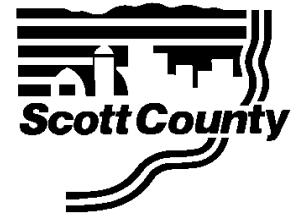
DECEMBER 19, 2023

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF
SCOTT COUNTY AND BETTENDORF COMMUNITY SCHOOL DISTRICT

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

- Section 1. These Agreements are to establish cooperative relationships with Bettendorf Community School District for reimbursement of MEDIC EMS of Scott County wage expenses for Bettendorf Community School District's health care apprentices selected for the Iowa Health Career Registered Apprenticeship Program.
- 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.

INFORMATION TECHNOLOGY
400 West Fourth Street
Davenport, Iowa 52801-1104
Ph: (563) 328-4100
www.scottcountyiowa.com



December 11, 2023

To: Mahesh Sharma, County Administrator
From: Stephanie Macuga, Programmer/Analyst Manager
Subject: ECM Software Maintenance and Support

Enterprise Content Management (ECM), software license maintenance and support are due for renewal. Hyland OnBase is the software implemented by Information Technology for enterprise records management at Scott County.

The quote summary is as follows:

<u>Vendor</u>	<u>Total</u>
DataBank – Year One	\$42,271.49
DataBank – Year Two	\$45,441.84
DataBank – Year Three	\$48,850.00

It is recommended that the Board approve the three-year quote from DataBank totaling \$136,563.33.

Notes:

- The term of this agreement is for three years through 12/31/26.
- OnBase software maintenance was \$37,685.23 in FY 2022.
- Pricing is provided at government contract rates.
- The County Attorney's Office has reviewed this contract.

The DataBank proposal provides Information Technology with the latest updates and patches to the OnBase software and necessary support. The result is a more functional and dependable records management solution.

This contract was awarded to DataBank in 2016 as part of the implementation contract resulting from the 2015 Scott County RFP 19177. Budget dollars are available in the Information Technology Department operational budget to fund this contract.

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 19, 2023

ECM SOFTWARE MAINTENANCE AND SUPPORT

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

Section 1. The purchase of Hyland OnBase Enterprise Content Management software maintenance and support from DataBank in the amount of \$136,563.33 is hereby approved.

Section 2. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyiowa.gov



Item 26
12/19/2023

December 7, 2023

TO: Mahesh Sharma, County Administrator
FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services
RE: FY24 Budget Amendment

On December 19, 2023, the County will present its official public hearing on the 2024 Budget Amendment. This budget amendment is the County’s adoption of the MEDIC EMS budget and reflects a transfer of budgetary authority to the proprietary fund. The Budget Amendment was presented in the County’s two official newspapers on December 6, 2023. The amendment is scheduled to be approved December 19, 2023.

Following are the highlights of this amendment:

Public Safety & Legal Services, a decrease of \$600,000, is requested to be amended for MEDIC EMS service reclassification from Public Safety and Legal Services to Nonprogram Current. Nonprogram Current is the state category for current expenditures that are governmental in nature but do not fit within the state functional areas. The County will use this category as an interfund transfer between governmental activities and business type activities.

Department	Amount	Description
MEDIC	(\$600,000)	Transfer of authorized spending

Nonprogram current, an increase of \$600,000, is requested to be amended for MEDIC EMS service reclassification.

Fund balances are restated to reflect FY 2023 fiscal performance.

The state form does not allow for the presentation of the proprietary fund budgets, including the Golf Fund, Health Insurance Fund or in this case MEDIC EMS of Scott County. It is recommended that Scott County adopt a 12 month budget for MEDIC EMS in the amount of \$13,313,561. This is based on the MEDIC EMS, 501 c 3, budget and will be amended in February and May to reflect 12 month actual performance after further data is obtained. A budget is recommended to be adopted to allow appropriations as of January 1, 2024. The corresponding budgeted revenue, including transfers in, is \$11,926,297.

A resolution is included for consideration.

If you have any questions I will be available at the Committee of the Whole and Public Hearing for further information.

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 19, 2023

APPROVING A BUDGET AMENDMENT TO THE FY24 COUNTY BUDGET

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

Section 1. A budget amendment to the current FY24 County Budget as presented by the County Administrator is hereby approved as follows:

<u>SERVICE AREA</u>	<u>FY24 AMENDMENT AMOUNT</u>
Public Safety and Legal Services	(\$600,000)
Nonprogram Current - Operating Transfers Out	\$600,000
MEDIC EMS – Proprietary Fund	\$13,313,561

Section 2. This resolution shall take effect immediately.