

MEDIC EMS of Scott County

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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.