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 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 <u>Exhibit A</u>) (upon appropriate signature, <u>Exhibit A</u> 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 <u>Exhibit B</u>.

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.
- 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, doctorpatient, 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 herby authorizes Ambulance to tra	nsnort the above-named nations
From:	
To:	
MercyOne shall be responsible for payment or	f the ambulance service described above.
This Authorization is specifically limited to above and on the date of service listed above.	the patient named above, from the location named
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

RESOLUTION

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.