

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.