

MEDIC EMS of Scott County

1204 East High Street

Davenport, Iowa 52803

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<https://www.medicems.com>



January 16, 2024

To: Mahesh Sharma, County Administrator

From: Paul Andorf, Director

Attached is the agreement between MEDIC EMS of Scott County and Iowa Department of Health and Human Services. This agreement is to provide emergency medical transport services for suspected or confirmed highly infectious disease patients.

MEDIC EMS is one of a few highly infectious transport teams in the State and has received State funding to train and equip Paramedics and EMTs to transport these highly infectious patients.

The term of this agreement shall be January 1, 2024 to March 12, 2025

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.

**MEMORANDUM OF UNDERSTANDING
 MOU-2024-HID0001**

BETWEEN THE

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

MEDIC EMS of Scott County, a department of Scott County Iowa

This Agreement is made and entered into by and between the Iowa Department of Health and Human Services (HHS) hereinafter called Agency and MEDIC EMS of Scott County, a department of Scott County Iowa, hereinafter called the Contractor located at 1204 East High Street, Davenport, Iowa 52803.

PURPOSE: It is the mutual desire of the Contractor and the Agency to provide emergency medical transport services for suspected or confirmed highly infectious disease patients

I. The term of this Agreement shall be January 1, 2024 to March 12, 2025.

II. Contract Administrators

Ken Sharp, Operations Deputy, Division Public Health is the Authorized State Official for this agreement. The Authorized State Official must approve any changes in the terms, conditions, or amounts specified in this contract. Negotiations concerning this contract should be referred to John Hallman at telephone (515) 336-1904.

Paul Andorf has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to:

Name	Paul Andorf
Business Name	MEDIC EMS of Scott County
Street Address, City, State, Zip	1204 East High Street, Davenport, Iowa 52803
Telephone Number	Office 563-328-4178; Cell 563-528-0952
E-mail address	Paul.Andorf@scottcountyiowa.gov

III. The Agency agrees:

- A. To pay the Contractor for the services described in IV. Below, a flat fee of \$1,000.00 (one thousand dollars) per patient transported to a hospital designated by the Agency. Contractor is entitled to submit/receive reimbursement from transported individual insurance provider. Payment under this agreement is limited to \$4,999 annually and \$14,999 over the term of the agreement. This amount is all inclusive and no other costs or expenses will be paid.
- B. To designate Brian Smith as Point Of Contact (POC). POC can be reached at 515-415-2450 or brian.smith@idph.iowa.gov.
- C. Provide backup POC coverage by Brent Spear at 515- 229-5795 or brent.spear@idph.iowa.gov
- D. Provide 24/7 contact availability through Agency’s Duty Officer at 866-834-9671

IV. The Contractor agrees to:

- A. Confirm inventory of HHS-provided supplies and equipment, per a document provided by the Agency, by January 31, 2024.
- B. Confirm the Contractor’s ability to provide full capacity of service capabilities 24/7 statewide. Contractor may be reached 24/7 via the dispatch center phone number 563-323-1000.
- C. Confirm Contractor’s availability to transport a current and emerging highly infectious disease patient and estimated time of arrival at the location of the patient within 30 minutes of notification from the Agency. For purposes of clarity, confirmation of availability or non-availability is required within 30 minutes.
- D. Identify Jeremy Pessman as Logistics Manager to be reached at 563-328-4182 or Jeremy.pessman@scottcountyiowa.gov
- E. Upon request, provide to the Agency reasonable and customary documentation of Personal Protective Equipment (PPE) available and training provided to emergency medical providers that will transport suspected or confirmed current and emerging highly infectious disease patient(s).
- F. Deliver patient(s) to a hospital designated by the Agency, maintaining strict, consistent personal protection of staff throughout the transport according to PPE Guidance provided by CDC.
- G. Dispose of all waste in accordance with guidelines provided by CDC with the additional guidance of the Agency.
- H. Upon request, provide to the Agency reasonable and customary planning documentation for the disinfection of equipment & vehicle according to CDC and manufacturer recommendations/ guidelines for post-transport.
- I. With the assistance and support of the Agency, Contractor will comply with health monitoring of staff involved in the transport of a confirmed current and emerging highly infectious disease patient in accordance with CDC Guidelines.
- J. Agency understands and acknowledges that the Contractor may be unavailable at times due to high demand, emergencies or other unforeseen circumstances such as weather conditions, disasters, governmental actions, civil disorders, system overload or acts of God.

V. The total budget amount is \$15,000. The budget is as follows.

Fee for service Budget

Item Description	Description and/or cost per unit/item	Maximum # of Items/units	Maximum Budget

Patient Transport	Per patient	1	\$1,000
TOTAL:		15	\$15,000

The Agency shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Agency may elect not to pay claims that are considered untimely.

- A. End of State Fiscal Year Claims Submission:
 Notwithstanding the timeframes above, and absent:
- i. longer timeframes established in federal law or
 - ii. the express written consent of the Agency,

the Contractor shall submit all claims to the Agency by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to the State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

- B. End of State Fiscal Year Claims Submission: The Agency shall pay all approved invoices/claims in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

- C. The Agency will **not** reimburse the Contractor travel amounts in excess of limits established by [Iowa Department of Administrative Services](#), or for expenses at an in-state event if the lodging provider is not certified by the Iowa Agency of Public Safety's Human Trafficking Prevention Training.

- i. Current in-state and out of state travel rate reimbursements can be found posted on the Agency's [IDPH General Conditions for Service Contracts](#) website.
- ii. Before traveling in the state or prior to procuring space for a conference or meeting at a site where lodging is available under this contract, the Contractor must ensure that the selected lodging provider is certified by checking the following website: <https://stophtiowa.org/certified-locations>. This applies to all in-state lodging, conferences, meetings, or any other state funded event. Use of lodging providers who are not certified will not be reimbursed. Certification of a lodging provider will be verified by the Agency before reimbursing this expenditure in a claim.

VI. It is mutually understood and agreed that:

- A. This agreement can be amended by the mutual written consent of both parties only.
- B. Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such

federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

C. The disbursement of funds under this contract is contingent upon the continued availability of federal, state, or private funds to the Agency.

D. This agreement may be terminated by either party with a thirty (30) day written notice.

E. Any use of the Agency's name, logo, or other identifier must have prior written approval from the Agency.

F. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.

G. Ownership and Assignment of Other Deliverables. Contractor agrees that the Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency. To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the Agency's rights in and to the Deliverables.

H. Confidentiality of records and data. The Contractor will take all precautions and actions necessary to: (i) prevent unauthorized access to the Agency's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the Agency's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a

secure manner, protecting their confidentiality, integrity and availability. Contractor agrees that it will not copy, reproduce, transmit, or remove any Agency (or State) information or data without the prior written consent of the Agency.

Contractor agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the Agency or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Contractor or Contractor's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- (1) Disclosure of confidential or sensitive information;
- (2) Unauthorized access to Agency or State systems;
- (3) Illegal technology transfer;
- (4) Sabotage or destruction of Agency or State information or information systems;
- (5) Compromise or denial of Agency or State information or information systems;
- (6) Damage to or loss of Agency or State information or information systems; and
- (7) Theft.

The Contractor shall immediately report to the Agency any such breach of security. In the event of a breach of this section or any breach of security as described herein, the Agency may terminate this Agreement immediately without penalty or liability to the Agency and the State and without affording Contractor any opportunity to cure.

I. The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the Agency or the State of Iowa.

IN WITNESS WHEREOF the parties have signed their names effective the day and year first above written.

For and on behalf of the Agency:

By: _____
Ken Sharp, MPA
Operations Deputy
Division Public Health

For and on behalf of the Contractor:

By: _____
Paul Andorf,
Director
MEDIC EMS of Scott County
Insert Date (required if not a digital signature):

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

JANUARY 18, 2024

APPROVING AGREEMENTS BETWEEN MEDIC EMS OF SCOTT COUNTY AND IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Section 1. This Agreement is to establish a Memorandum of Understanding with Iowa Department of Health and Human Services to provide emergency medical transport services for suspected or confirmed highly infectious disease patients.

Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreement on behalf of the Board.

Section 3: This resolution shall take effect immediately.