

MEDIC EMS of Scott County

1204 East High Street

Davenport, Iowa 52803

Office: (563) 323-6806

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<https://www.medicems.com>



February 6, 2024

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

Attached is the agreement between MEDIC EMS of Scott County and ZOLL. This agreement is to transfer MEDIC EMS (non-profit) software licenses to MEDIC EMS of Scott County.

ZOLL has a 10% charge of the total value of licenses when software licenses are transferred from one organization to another. MEDIC EMS (non-profit) has a total value of \$538,650.00 in licenses. The cost of the license transfer fee will be in the amount of \$53,865.00. After several meetings with ZOLL, they are unable to reduce their standard fees. Since we have been a long-time customer, they have agreed to allow us to obtain additional licenses at no additional cost to be in line with the cost of the transfer fee.

During the Scott County IT assessment, one of the issues that was brought up by Medic staff, was not having enough Computer Aided Dispatch (CAD) licenses to perform their duties. In order to address this issue, we will request additional CAD and Charting licenses to enhance our operational efficiencies at no cost for a value of \$52,800.00. We will incur an additional annual maintenance fee of \$10,560.00 for said licenses.

The attached quote from ZOLL is a 36-month term agreement, which includes the one-time license transfer fee of \$53,865.00 and a total of \$212,164.43 in annual maintenance costs. With the additional increases in licenses, the total annual maintenance fee will be \$222,724.43.

County Attorney, Kristina Lyon has reviewed the terms of the contract and finds it legally sufficient to meet the intended purposes.

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.



DATA SYSTEMS

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11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.zolldata.com

Customer Information

Company Name: Medic EMS of Scott County
Address: 400 West 4th Street
Davenport, IA 52801

Bill To: Medic EMS of Scott County
400 West 4th Street
Davenport, IA 52801

Contact: Paul Andorf
Email: andorf@medicems.com

Software, SaaS and Services

Initial Term: 12 months

Offer Expiration: February 18, 2024
ZOLL Representative: Nick Franz

Road Safety Products								
Item	Lic. Type	Description	Qty	List Price	Disc	Unit Price	Total Price or ZOLL Online	ZOLL Online Monthly Fees
HRS-ZOL	HL	Road Safety ZOLL Online Software Access (Per Vehicle/Month)	4	\$15.00		\$15.00	\$2,160.00	\$60.00

Software									
Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	One-Time Fee	Annual Maintenance Fee
CMP	PL	Additional Company (Single)	4	Company	\$800.00	90%	\$80.00	\$320.00	\$657.76
SAP	CUL	RescueNet Billing Professional User	1	Concurrent User	\$8,580.00	90%	\$858.00	\$858.00	\$1,784.67
ECM	PL	ECM Single	1	ECM	\$3,300.00	90%	\$330.00	\$330.00	\$686.40
CSPIMGA	PL	Image Viewer for Scanned Documents	1	N/A	\$3,300.00	90%	\$330.00	\$330.00	\$686.40
STECM	PL	Patient Invoice - Single Trip ECM	1	ECM	\$3,300.00	90%	\$330.00	\$330.00	\$686.40
RPP	PL	Professional Reports/Crystal Interface	1	N/A	\$6,875.00	90%	\$687.50	\$687.50	\$930.56
PR1	CUL	RescueNet Dispatch Professional User	20	Concurrent User	\$8,580.00	90%	\$858.00	\$17,160.00	\$31,330.20
PRQ	PL	ProQA Interface	1	N/A	\$3,850.00	90%	\$385.00	\$385.00	\$443.08
Q&A	PL	Questionnaire Module	1	N/A	\$8,250.00	90%	\$825.00	\$825.00	\$1,716.00
ZON	PL	Zoning Module	1	N/A	\$7,600.00	90%	\$760.00	\$760.00	\$1,019.60
SSM	PL	System Status Management Module	1	N/A	\$8,250.00	90%	\$825.00	\$825.00	\$1,329.32
PAG	PL	Paging Module	1	N/A	\$6,380.00	90%	\$638.00	\$638.00	\$1,276.00
MBUS25	TPL	State Map Data (Bi-Annual Updates) - 011-25 Veh/Year	1	Vehicle	\$4,180.00		\$4,180.00	\$4,180.00	\$0.00
GIS	CUL	RescueNet CADGIS (Per Seat)	7	Seat	\$2,750.00	90%	\$275.00	\$1,925.00	\$4,004.00
VSSM15	PL	Visual System Status Mgmt (Up to 15 Vehicles)	1	Vehicle	\$22,000.00	90%	\$2,200.00	\$2,200.00	\$1,144.00
VSSM16	PPL	Visual System Status Mgmt (Per Vehicle over 15)	19	Vehicle	\$1,100.00	90%	\$110.00	\$2090.00	\$4,347.00
IMON15	PL	RescueNet Impedance Monitor (Up to 15 Vehicles)	1	Vehicle	\$7,980.00	90%	\$798.00	\$798.00	\$286.00
IMONV16	PPL	RescueNet Impedance Monitor (Per Vehicle Over 15)	19	Vehicle	\$415.00	90%	\$41.50	\$788.50	\$1,630.96
EXD	PL	RescueNet ePCR Base System - Disp/Billing Users	1	N/A	\$2,200.00	90%	\$220.00	\$220.00	\$457.60
TMUL	NL	TabletPCR Mobile Unit License	51	Device	\$3,300.00	90%	\$330.00	\$16,830.00	\$35,006.40
TNUL	CUL	RescueNet WebPCR User License	3	Concurrent User	\$3,300.00	90%	\$330.00	\$990.00	\$2,059.20
TSEC	PL	Security Module ePCR	1	N/A	\$4,950.00	90%	\$495.00	\$495.00	\$797.60
TFSU	PL	Fax Server Utility	1	N/A	\$3,850.00	90%	\$385.00	\$385.00	\$800.80
NBPE	PL	RescueNet ePCR Extract - Billing NEMSIS Plug-In	1	N/A	\$0.00		\$0.00	\$0.00	\$0.00

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Software									
NEMB	PL	RescueNet ePCR Extract - NEMSIS Base	1	N/A	\$0.00		\$0.00	\$0.00	\$0.00
PHY	PL	TabletPCR Physio Control LifeNet Interface	1	N/A	\$4,950.00	90%	\$495.00	\$495.00	\$1,029.60
NAV	DL	RescueNet Navigator MDC License (Per Vehicle)	20	Vehicle	\$1,600.00	90%	\$160.00	\$3,200.00	\$6,635.20
NAVAVLP	PL	RescueNet Navigator - AVL Only (With @Work Plus)	1	N/A	\$0.00		\$0.00	\$0.00	\$0.00
NAVBING	PPL	Navigator MS Bing Mapping Annual Recurring Fee (Per Vehicle)	20	Vehicle	\$45.00		\$45.00	\$900.00	\$0.00

SaaS									
Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Monthly Fee	
HBPRO3	HL	RescueNet Billing Pro (Per Trip/Month) - Multi-Year	2805	Trip	\$2.60		\$2.60	\$7,293.00	
HATWK	HL	RescueNet @work	39	Vehicle	\$18.25	3.95%	\$17.53	\$683.64	

ONE TIME FEES: \$53,865.00
 MONTHLY FEES: \$8,936.64
 ANNUAL FEES (Mapping): \$4,180.00

TOTAL ONE TIME AND MONTHLY ROAD SAFETY AND SaaS FEES FOR INITIAL TERM: \$165,284.68
 ANNUAL MAINTENANCE FEES: \$100,744.75

Terms

1. **TomTom Territory.** State of IA.
2. **Initial Term.** The Initial Term will begin on the date of last signature below (the "**Effective Date**") and will end the number of months indicated above following the Monthly Fees Commencement Date (as defined in the Agreement). Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.
3. **Assignment.**
 - a. Effective on January 1, 2024 ("**Assignment Effective Date**"), Medic EMS ("**Assignor**") hereby transfers to Customer all of Assignor's right, title and interest in and to any enterprise Software subject to a Prior Agreement (defined below) and all Assignor data, information, and other content stored or maintained in any enterprise, subscription, or hosted Software, SaaS, or Services ("**Assigned Content**"). Assignor authorizes ZOLL to provide to Customer all Assigned Content. Assignor represents and warrants that it (i) has all rights, title, and licenses in Assigned Content or (ii) has obtained all consents and authorizations to transfer Assigned Content to Customer, and that such transfer is in compliance with applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, *et seq.*, and regulations promulgated thereunder (such statute and regulations, collectively, "**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act, including all privacy and security regulations issued thereunder. Assignor understands and agrees that, as of the Effective Date, it will have no further access, pursuant to the Agreement, the Order or the Licenses, to any Assigned Content.
 - b. Customer agrees to and accepts the transfer and assignment of all of Assignor's right, title and interest in and to such enterprise Software and Assigned Content and agrees to accept from ZOLL the provision of all such Assigned Content.
 - c. Assignor and Customer agree that they will take those actions reasonably necessary to carry out the matters contemplated by this Assignment or any of its provisions.
 - d. ZOLL hereby consents to the assignment of such enterprise Software and agrees to provide the Assigned Content to Customer, provided that Assignor and Customer comply with the terms of this Order (as applicable) and Customer makes payment of all One-Time Fees for the transfer of the Maintenance Services. ZOLL's agreement pursuant to this Section 3 is without prejudice to its rights under the Prior Agreements (defined below), this agreement being expressly limited to the assignment to, and assumption by, Customer pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Prior Agreements. Nothing contained in this Section 3 shall be construed as modifying, waiving or affecting any of the provisions, covenants and conditions or any of ZOLL's rights or remedies under the Prior Agreements.
 - e. On the Assignment Effective Date, all Orders by and between Medic EMS and ZOLL Data Systems, Inc. for enterprise, subscription, and hosted Software, SaaS, ASP Services, and Products and Services, as well as the terms and conditions, including applicable addenda, governing such Orders and to which such Orders are subject ("**Prior Agreements**") are terminated and of no further effect (except as otherwise set forth above). For avoidance of doubt, ZOLL will have no further obligations under the Prior Agreements, and any prepayments made by Assignor for Maintenance Services under the Prior Agreements will be credited against amounts owed by Customer for Maintenance Services under this Order.
4. **Government Customers.** If Customer is a political subdivision of the U.S. state in which it is located (the "**State**"), then to the extent expressly required by applicable State and local law ("**State Law**"), the following terms and conditions apply and control over any conflict with the other terms and conditions of the Agreement:
 - a. Governing Law. The Agreement will be governed by and interpreted in accordance with State Law without reference to its choice of law rules. Any action between the parties arising from or relating to the Agreement will be brought in a court of competent jurisdiction located in the State. Each party consents to the personal jurisdiction of the state and federal courts located in the State, and the waiver of trial by jury, as set forth in the Agreement, does not apply.
 - b. Non-Appropriations. If Customer's payments are based upon the availability of public funding under its authority and, after making due efforts, if Customer fails to appropriate funds or make monies available for the subsequent fiscal year covered by the term of the Agreement, then Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for

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which funds were appropriated or monies made available for such purposes without Customer's further liability for subsequent fiscal year payment

- c. **Public Records Laws.** If Customer is required to comply with State Law regarding public or open records, and if Customer receives a request for such records under State Law for documents containing Confidential Information and concludes that the documents are not otherwise exempt from public disclosure, then Customer will provide ZOLL notice of the request in a timely manner before releasing the documents in order to afford ZOLL sufficient time to review such documents and challenge the disclosure request in court at ZOLL's expense.
- d. **Indemnity and Defense.** Customer's indemnification and defense obligations do not apply to the extent expressly prohibited by State Law.
- e. **Customer's Liability and Sovereign Immunity.** Customer's liability is subject to any monetary limitations and defenses imposed by State Law, and nothing herein serves as a waiver of a party's sovereign immunity.
- f. **Verification of Employment Eligibility.** ZOLL and each applicable subcontractor has registered with and will use the federal E-Verify system to verify the work authorization status of all newly hired employees in compliance with State Law, and the rights and remedies provided by State Law will apply to ZOLL's violation thereof.
- g. **Persons and Records.** Customer and its authorized representatives will have the access to persons and records to the extent required under State Law.
- h. **Exclusions.** To ZOLL's knowledge, ZOLL and its officers, directors, and employees assigned to Customer's account are not excluded or debarred from participation in any federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs"). Listing on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list will constitute "exclusion" for purposes of this paragraph. Any breach of this section will give Customer the right to terminate this Agreement without early termination fees or penalty.
- i. **Boycotts.** ZOLL certifies that it does not and will not participate in boycotts prohibited by State Law.

Except as otherwise set forth herein, this Order is governed by and subject to the terms and conditions, including applicable addenda, available at <https://www.zolldata.com/legal>, and incorporated herein by reference (the "**Agreement**"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

ZOLL Data Systems, Inc.

Authorized Signature:

Name

Title:

Date:

Medic EMS of Scott County

Authorized Signature:

Name

Title:

Date:

As to Section 3 (Assignment) Only (inclusive of subsections)

Medic EMS

Authorized Signature:

Name

Title:

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

FEBRUARY 15, 2024

APPROVING ZOLL SOFTWARE LICENSE TRANSFER FROM MEDIC EMS (NON-PROFIT) TO MEDIC EMS OF SCOTT COUNTY

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

Section 1. This agreement authorizes ZOLL to transfer MEDIC EMS (non-profit) software licenses to MEDIC EMS of Scott County

Section 2. The cost of the license transfer to be incurred by MEDIC EMS of Scott County will be in the amount of \$53,865.00.

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

Section 4: This resolution shall take effect immediately.