

Whereupon, Council member Vandewater moved that the following resolution be adopted:

RESOLUTION 2025-81

**A RESOLUTION AUTHORIZING A TIERED RESPONSE AGREEMENT
WITH VAN DIEST MEDICAL CENTER**

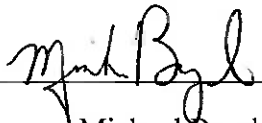
WHEREAS, the City Council of the City of Eagle Grove feel it to be in the best interest of the residents to approve a Tier Agreement between Eagle Grove EMS and Van Diest Medical Center; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Eagle Grove hereby approve this Resolution and authorize the Mayor and City Clerk to execute the affixed Tier Agreement.

The motion was seconded by Council member Axtell and after due consideration thereof, the roll was called and the following Council members voted:

AYES: Vandewater, Axtell, Pampein, Lorenzen, Limerick, Wetland
NAYS:

Whereupon, the Mayor declared said Resolution duly passed and adopted this 7th day of July, 2025.



Michael Boyd, Mayor

ATTEST:



Bryce Davis, City Clerk

**VAN DIEST MEDICAL CENTER
EMERGENCY MEDICAL SERVICES
TIERED RESPONSE AGREEMENT**

THIS EMERGENCY MEDICAL SERVICES TIERED RESPONSE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date"), by and between Hamilton County Public Hospital d/b/a/ Van Diest Medical Center, an Iowa County Hospital organized under Chapter 347 of the Iowa Code ("Hospital"), and Eagle Grove EMS ("Ambulance Service").

RECITALS

- A. Hospital is a critical access hospital and operates a paramedical service program licensed to provide advanced life support ("ALS") emergency medical services.
- B. Ambulance Service is licensed in Iowa to provide basic life support ("BLS ") emergency medical services and patient transportation.
- C. On occasion, there is a need for the parties to jointly provide pre-hospital emergency medical services to patients, with Hospital providing ALS services where necessary to supplement Ambulance Service's provision of BLS services and patient transportation.
- D. Ambulance Service desires to arrange, and Hospital is willing to provide, tiered response services to address such joint emergency medical services to patients in accordance with the terms and conditions set out below.

NOW, THEREFORE, the parties agree as follows:

1. Tiered Response Services. Throughout the Agreement term, Hospital will provide tiered response services to Ambulance Service as follows:

- a. Initial Response. Ambulance Service will initially respond to emergency calls with available staff and provide treatment and stabilization to the patient. If necessary, Ambulance Service will also initiate transportation of patients to an appropriate medical facility.
- b. Hospital Backup. Hospital will monitor city and county paging frequencies and will reference ALS response criteria upon hearing a dispatch call from Hamilton County for areas served by BLS Ambulance Service providers. Hospital will dispatch adequate personnel and equipment to provide ALS paramedic-level care ("Paramedic Services") subject to availability, at the emergency call location or rendezvous point designated by Ambulance Service and/or while the patient is in transport. For purposes of this Agreement, Paramedic Services include those services which may be billed to Medicare at the ALS-I or ALS-2 levels. Hospital will transfer a paramedic and ALS equipment to an Ambulance Service ambulance at the point of interception. Ambulance Service agrees to permit Hospital personnel to board its ambulance with personnel and equipment necessary to provide Paramedic Services.

2. General Conditions. The following general conditions govern the parties' performance under this Agreement:

- a. Records. All records of Ambulance Service related to patient transfers belong to Ambulance Service, and Ambulance Service has sole responsibility for ensuring that all records are complete and accurate as required by law and for Medicare or other third-party reimbursement. The parties agree to timely complete and maintain records as necessary to bill for all services provided hereunder and to effectuate the compensation terms of this Agreement.
- b. Certification. Ambulance Service shall maintain current licensure and certification as a provider of BLS emergency medical services and emergency transport services, and Hospital shall maintain current licensure and certification as a provider of ALS emergency medical services, throughout the term of this

Agreement. Both parties shall ensure that all individuals providing services on their behalf hereunder are properly licensed and/or certified to provide such services.

- c. Compliance. The parties agree to comply with all federal, state, and local laws and regulations applicable to their services hereunder, including, but not limited to, the federal anti-kickback statute and other fraud and abuse laws, state and federal law governing the privacy and security of patient health information, and applicable licensure, accreditation, and other certification standards. Each party shall perform emergency medical services described hereunder in accordance with prevailing practices and professional standards applicable to the same.
- d. Availability. The parties acknowledge that Hospital has finite resources and may not be able to respond to all dispatch calls for Paramedic Services. In the event that Hospital is unable to provide backup coverage as set forth in this Agreement, Ambulance Service can and is encouraged to request ALS assistance from another emergency medical services provider.
- e. Cancelled Backup Services. If, after receiving a dispatch call for tiered response services, Ambulance Service determines that it does not require Paramedic Services, it agrees to cancel Hospital backup as soon as possible.
- f. Weather and Road Condition Affecting Performance. Ambulance Services will use reasonable efforts to inform Hospital of road, weather, bridge, or other known conditions affecting Hospital's response to its request for services.
- g. Equipment and Supplies.
 - i. Ambulance Service agrees to provide all personnel, equipment, and supplies (including vehicles, fuel, and drivers) necessary for performance of BLS emergency medical services and ambulance transportation and is solely responsible for transporting patients from the emergency call location and/or Hospital rendezvous point to an appropriate medical facility. Ambulance Service agrees to maintain and replace vehicles, and all other equipment used to provide BLS emergency medical services in accordance with applicable law and regulation.
 - ii. Hospital will provide all equipment, medications, and supplies necessary to provide ALS emergency medical services.
- h. Personnel. All personnel provided by a party hereunder shall be employees or volunteers of such party, and each party is solely responsible for payment of any compensation, benefits, employment related taxes, and workers' compensation coverage for any individuals providing services on such party's behalf. All matters concerning job duties, discipline, training, and similar matters concerning a party's employees or volunteers are within such party's exclusive control.

3. Term and Termination.

- a. Term. The term of this Agreement is one (1) year, commencing on the Effective Date. Thereafter, the Agreement will automatically renew for successive one-year terms unless either party gives written notice to the other of its intent not to renew at least thirty (30) days prior to the end of the term then in effect.
- b. Termination. Notwithstanding the stated term, this Agreement may be terminated as follows:
 - i. By either party upon at least thirty (30) days' prior written notice to the other.

- ii. By either party due to the other party's material breach of this Agreement, provided that the terminating party gives the allegedly breaching party at least fifteen (15) days prior written notice specifying the default and affords such party the notice period in which to cure the same to the notifying party's reasonable satisfaction.
- iii. By either party immediately upon written notice to the other in the event that the party notified fails to maintain required certification or licensure as described in Section 2(b), or in the event that the party notified is in breach of default of Section 9 of this Agreement.
- iv. Immediately upon the bankruptcy, receivership, or dissolution of either party or the cessation of either party's business.
- v. By either party at any time in the event that a court or governmental authority determines that under this Agreement:
 - a) either party is operating in violation of any law or regulation;
 - b) either party is in violation of Section 1128B(b) of the Social Security Act;
 - c) either party is in violation of any present or future state or federal law which would prohibit a provider of any health service from billing or receiving consideration for services to Medicare; or
 - d) Hospital is operating in violation of requirements to maintain its status as an organization Chapter 347 of the Iowa Code. Further, either party may terminate this Agreement at any time if it reasonably determines, based upon threatened action or the advice of legal counsel, that either party is in violation of such laws or that continuation of the Agreement creates a substantial risk of violation of such laws and, as to all of the above, the parties do not or cannot promptly remedy such violation without substantially changing the material rights and obligations of the parties. The parties agree to negotiate in good faith to reform or modify this Agreement prior to termination pursuant to this subsection, unless termination is necessary to prevent imminent adverse legal consequence.

4. Compensation and Billing.

- a. **Billing Responsibility and Compliance.** Ambulance Service is solely responsible for billing patients and governmental and/or third-party payors for all emergency medical services provided to patients where Ambulance Service is the initial responder. Hospital agrees that it will not bill a patient or any governmental or third-party payor for any tiered response services provided hereunder to such patients. In no event will more than one claim be submitted for emergency medical services provided to a single patient on a single occasion where both Hospital and Ambulance Service render services to the patient in accordance with this Agreement, unless otherwise permitted by law. Each party is responsible for monitoring and ensuring its own compliance with applicable laws and regulations pertaining to billing and reimbursement for its services. Notwithstanding the foregoing, each party shall promptly notify the other if it becomes aware of a violation of any law or regulation involving billing for services hereunder.
- b. The parties understand and agree that neither party shall bill or charge for any ALS services in the event that Hospital arrives on scene and determines that ALS-level Paramedic Services are not required.
- c. **Repayment.** In the event that Ambulance Service is obligated to repay any amounts to Medicare or any other payor pursuant to a post-payment audit or similar process, Hospital is not obligated to pay Ambulance Service any amounts received on those claims for which payment is recouped.
- d. **Records and Information.** Each party hereby agrees:
 - i. To permit access by the other to its books and records as they relate to billing and reimbursement for all services provided hereunder;

- ii. To share all patient care and billing information necessary to submit Medicare, insurance, and other claims, including patient care reports and billing slips;
- iii. To use its best efforts to obtain information not in its possession or control which may be material to the other party's billing determinations;
- iv. To notify the other within thirty (30) days of receipt of any request for information or documents related to services provided hereunder from a patient, the Centers for Medicare & Medicaid Services ("CMS") or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the parties' billing and patient care practices; and
- v. To provide the other with a fully completed patient care report upon request of the party or its billing company for billing purposes.

5. Insurance. Each party will procure and keep in force throughout the term of this Agreement, at its own expense:

- a. General and vehicle liability insurance covering its ambulances and equipment in commercially reasonable amounts; and
- b. Professional liability insurance covering its employed and contracted staff in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per policy year through responsible insurance companies authorized to do business in Iowa. Each party agrees to provide the other with not less than ten (10) days' prior written notice of any reduction or cancellation in such insurance coverage and/or participation, and to provide the other party with proof of such coverage and/or participation upon the other's reasonable request.

6. Limitation on Liability. Each party accepts and is responsible for its own acts and omissions in providing services hereunder, as well as those acts and omissions of its employees and agents, and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party. Neither party is authorized to bind the other party to any debt or contractual or other undertaking.

7. Independent Contractors. The parties are independent contractors to each other and are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of one another, nor are employees of Ambulance Service or employees of Hospital to be deemed employees of the other.

8. No Referrals. There is no agreement, express or implied, between Hospital and Ambulance Service governing the referral of patients or business by virtue of this Agreement or any other arrangement or understanding between the parties. Each party is expressly authorized, encouraged, and required to make all judgments regarding referral solely on the basis of a patient's demonstrated clinical needs and the abilities and qualifications of facilities and practitioners.

9. No Exclusion. Each party hereby represents and warrants that neither it nor any personnel providing services under this Agreement on its behalf are, or at any time have been: debarred, excluded, or otherwise prohibited from participation in any federally funded health care program, including Medicare and Medicaid, or any federal procurement or non-procurement program; or convicted of a felony or any criminal offense related to health care. Each party agrees to immediately notify the other in writing of any such threatened, proposed, or actual exclusion, debarment, or criminal conviction. In the event that either party is excluded from a federally funded 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 a party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

10. Patient Privacy and HIPAA. The parties recognize that each is a "covered entity" within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA"), and is therefore responsible for compliance with HIPAA security and privacy standards, as amended from time to time. Hospital and Ambulance Service agree to protect all individually identifiable protected health information ("PHI") from misuse or

disclosure in compliance with federal and state law. Without limitation of the foregoing, the parties agree to use PHI only for permitted treatment, payment, and related record-keeping purposes, or as otherwise required by this Agreement, and to protect PHI from unnecessary disclosure to persons not employed by or contracted for by the parties, and from their own employees and contractors. In the event any PHI created, maintained, or transmitted in connection with this Agreement is to be electronically transmitted, the parties agree that they shall comply in all respects with the HIPAA requirements governing electronic transmission of PHI, 42 C.F.R. 160 et seq. Failure by either party to abide by these requirements will constitute a material breach within the meaning of Section 3(b)(ii).

11. Notices. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and if personally delivered to the addressee; or, if mailed, by U.S. mail, certified or registered mail with return receipt requested, postage prepaid, to the other party at its then-current business address; or if sent by a nationally recognized overnight carrier with evidence of receipt.

12. Miscellaneous Provisions.

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect with the subject matter thereof, and supersedes any prior understandings, written or oral, between the parties with respect to the same. This Agreement may only be modified by written agreement of the parties.
- b. Assignment. Neither party may assign its obligation under this Agreement, in whole or in part, without first obtaining the other party's written consent.
- c. Waiver. Any waiver by either party of a breach or default of any provision of this Agreement will not operate or be construed as a waiver of any other provision or any subsequent breach or default.
- d. Severability. In the event that a court of competent jurisdiction holds that any provision of this Agreement is invalid, void, or unenforceable, the other provisions of the Agreement will remain in full force and will not in any way be affected, impaired, or invalidated unless to do so would substantially destroy the fundamental purposes of the Agreement or substantially and unfairly alter the respective burdens and benefits of the parties hereunder.
- e. Force Majeure. Hospital shall not be deemed to be in violation of this Agreement if it is prevented from providing Paramedic Services or backup coverage hereunder for any reason beyond its control, including, but not limited to, strikes or civil disturbance; war; fire or similar natural disaster; acts of God; acts required in compliance with any law or governmental regulation; or any action or inaction taken by Ambulance Service.
- f. Governing Law. This Agreement is to be interpreted, construed, and governed according to the law of the state of Iowa.
- g. Recitals and Headings. The recitals, headings, and captions contained herein are intended solely for the convenience of the parties and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

VAN DIEST MEDICAL CENTER

AMBULANCE SERVICE (*Eagle Grove EMS*)

By: _____

By: *Michael B. [Signature]*

Position: _____

Position: *Mayor*

Date: _____

Date: *July 7, 2025*