

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

**RESOLUTION NO. 2024-52**

**RESOLUTION AUTHORIZING AN AMBULANCE SERVICES AGREEMENT WITH  
UNITYPOINT AT HOME DBA UNITYPOINT HOSPICE**

**WHEREAS**, the City Council of the City of Eagle Grove believes it to be in the best interest of the residents of the City of Eagle Grove and surrounding area to enter into the affixed Ambulance Services Agreement with UnityPoint at Home dba UnityPoint Hospice; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA, that the City Council of the City of Eagle Grove hereby authorize the City Clerk and EMS Service Director to enter into the affixed Ambulance Services Agreement.

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

Ayes: Undewater, Pampenn, Axtell, Lorenzen, Limerick, Weland

Nays: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly passed and adopted this 6<sup>th</sup> day of May, 2024.

  
Michael Boyd, Mayor

ATTEST:  
  
Bryce Davis, City Administrator/Clerk

## **AMBULANCE SERVICES AGREEMENT**

This Ambulance Services Agreement ("Agreement") is by and between UnityPoint at Home dba UnityPoint Hospice, an Iowa nonprofit corporation located at 214 S. 25<sup>th</sup> Street, Fort Dodge, IA 50501-4314 ("Hospice") and City of Eagle Grove Emergency Medical Services, ("Company") located at 121 North Commercial Avenue, Eagle Grove, IA 50533. Hospice and Company are herein referred to individually as a ("Party") or collectively as the ("Parties").

### **RECITALS**

**WHEREAS**, Hospice provides services within Fort Dodge, Iowa and surrounding areas and desires to enter into an agreement to meet the medical transportation needs of its patients; and

**WHEREAS**, Company is a state authorized and Medicare approved ambulance service provider in the business of providing medical transportation in Iowa and desires to provide such services to Hospice patients; and

**WHEREAS**, Hospice must maintain control and coordination of services provided including the overall professional and administrative responsibility for the referral and acceptance of clients, services provided and manner furnished. Therefore, Hospice retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Company Providers under this Agreement are furnished in a safe and effective manner by qualified personnel and in accordance with applicable standards.

**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 OF COMPANY**

**Section 1.1 - Services.** Company shall provide both emergent and non-emergent ambulance transportation to Hospice patients upon request by Hospice (the "**Services**") in accordance with the following standards and conditions. Services shall be provided twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, when Company has staff available to carry out the Services needed.

- a. Company shall respond to requests for non-emergent services in a timely manner based on a mutually agreed upon schedule. Company shall respond to requests for emergency services in accordance with any applicable laws or regulations. For any previously scheduled request to transport, Company shall arrive at the requested pick up location at the scheduled time.
- b. Hospice expressly understands and acknowledges that Company may be unavailable at times due to high demand, emergencies or other unforeseen circumstances. Company will notify as soon as possible Hospice when requests for Company under this Agreement cannot be honored to permit Hospice to obtain the services of another provider. Hospice understands that, in those instances where Company is unavailable, that Company has no responsibility to arrange or pay for the charges of a substitute provider or to pay Hospice the difference, if any, between the contracted rate and the charges of any such substitute provider.

- c. All Services provided by Company pursuant to this Agreement shall be provided by qualified, licensed individuals who have a contractual or employment relationship with Company (“**Providers**”). Company must obtain background checks, including but not limited to licensure, orientation, competencies, criminal background checks, OIG and other applicable exclusion list checks, dependent adult abuse checks, immunizations, OSHA, HIPAA, and medical record requirements on staff who have direct contact with patients or access to patient’s medical records. All Services rendered by Company through its Providers shall be in accordance with participation and reimbursement coverage requirements imposed by applicable governmental and other third party reimbursement sources.
- d. Hospice shall not be liable for patient’s personal items that may be transported with the patient during transport.

**Section 1.2 - Contract Compliance.** Company specifically agrees and warrants that all Services and/or products to be provided to Hospice under this Agreement will meet or exceed, and will comply with, all of the following, if and as applicable:

- a. All Medicare Conditions of Participation and Performance Standards, as amended or revised;
- b. All Accreditation Standards and Elements of Performance, as amended or revised;
- c. All federal, state, and local statutes, regulations and guidelines, as amended or revised; and
- d. All relevant federal and state licensing and certification requirements, as amended or revised.

**Section 1.3 - Quality Assessment Performance Improvement Program and Reporting of Alleged Violations.**

- a. Company must follow an incident tracking program for patient and employee events as well as patient complaints. Company must report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual and physical abuse, including injuries of unknown source, and the misappropriation of patient property by anyone unrelated to the Hospice immediately to the Hospice and other appropriate authorities.
- b. The services provided under this Agreement may be monitored as part of the Hospice’s Quality Assessment Performance Improvement (“QAPI”) program. Incident reports, patient evaluations, chart audits, audits related to this Agreement, and other reviews pursuant to Hospice policies and procedures may be completed to verify compliance with the terms of this Agreement, Hospice policies, and all applicable regulations. Company personnel shall cooperate with the QAPI efforts of the Hospice.

The provision of any Services and/or products by Company that fail to meet the above requirements, as applicable, shall be considered the provision of a deficient Service or product.

The provision of a deficient Service or product shall constitute a substantial and material breach of this Agreement and shall be grounds for the immediate termination of this Agreement by

Hospice without any right of cure. Hospice shall be entitled to seek legal redress for any loss, claim or expense caused by the provision of any deficient Service or product via any legal or equitable remedy then available to Hospice.

**Section 1.4 - Ambulance and Equipment.** All ambulances and equipment utilized by Company in providing Services pursuant to this Agreement shall be operated by Company unless provided pursuant to Section 1.1 and must meet all local, state and federal laws, regulations and standards for transporting patients. If Company transports neonates the Company shall also comply with relevant laws, regulations and standards for neonate transports.

## **ARTICLE II BILLING AND PAYMENT**

### **Section 2.1 – Billing.**

- a. Hospice shall be financially responsible for the Services provided by Company under this Agreement only when Hospice authorizes Company to bill Hospice for the Services upon providing Company a fully executed Authorization Form, substantially in conformity with Exhibit A attached hereto, or in some other manner as agreed to by both Parties.
- b. For Services in which Hospice is not financially responsible, Company shall be solely responsible for billing patients and/or third party reimbursement sources (collectively “reimbursement sources”) for Services provided to Hospice patients by Company. Company shall keep all payments received from such reimbursement sources it bills as payment in full for Services rendered.
- c. For Services in which Hospice is financially responsible shall be charged according to the current Medicare guidelines and rates unless alternative rates are mutually agreed upon and noted in an attached Exhibit. For Services in which Hospice is not financially responsible, Hospice shall not be liable for any reason for denial of payment to Company by a reimbursement source, including but not limited to lack of medical necessity.
- d. If for any reason Company has received payment from both a payor and Hospice, Company should reimburse Hospice or payor accordingly for the additional payment.

**Section 2.2 – Invoices.** Company shall submit to Hospice within sixty (60) days after the end of each month an invoice for Services rendered to each patient during the previous month for which Hospice is responsible for payment pursuant to Section 2.1.

## **ARTICLE III TERM AND TERMINATION**

**Section 3.1 - Effective Date:** This Agreement shall become effective on April 1, 2024 and shall be effective for twelve (12) months thereafter. After the initial term, this Agreement shall be automatically renewed for successive twelve (12) month periods.

All notices or other communications which may be or are required to be given, served, or sent by any Party to the other Party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or

transmitted by hand delivery, facsimile, or electronic mail. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each Party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent to:

**For Hospice:**

UnityPoint at Home  
Attn: Contracts  
1776 West Lakes Pkwy, STE 400  
West Des Moines, IA 50266

**For Company:**

Eagle Grove Emergency Medical Services  
Attn: Service Director - EMS  
121 North Commercial Avenue  
Eagle Grove, IA 50533

**Section 3.2 - Termination by Hospice.** Hospice may terminate this Agreement effective immediately upon the occurrence of any one or more of the following events:

- Company or any of its Providers ceases to be in good standing with licensing authorities;
- In the reasonable judgment of Hospice, Company or any of its Providers poses a present danger to its patients;
- Company fails to be covered by adequate insurance coverage as required by Section 4.1 of this Agreement; or
- Company or any of its Providers is excluded, debarred, suspended, or otherwise ineligible for participation in any governmental health care programs, as defined in Section 5.1, or engages in fraudulent or dishonest practices or other misconduct in the rendering of Services under this Agreement.

**Section 3.3 – Termination With or Without Cause.** Either Party upon thirty (30) days prior written notice may terminate this Agreement, with or without cause.

**Section 3.4 - Mutual Termination.** This Agreement may be terminated at any time upon the mutual agreement of the Parties.

## **ARTICLE IV INSURANCE**

**Section 4.1 – Insurance Requirements.** Company shall maintain professional liability insurance with a minimum liability limit of \$1,000,000 for each incident, \$3,000,000 in the aggregate and \$1,000,000 in general liability insurance on behalf of itself and all of its Providers for the duration of this Agreement. Such policies of insurance shall provide that the insurance company may not cancel or modify any policy of insurance without providing Hospice thirty (30) days written notice. Company shall provide Hospice proof of the foregoing insurance coverage upon request. The insurance required by this paragraph may be provided through self-insurance, commercial insurance or a combination thereof.

## **ARTICLE V EXCLUDED PROVIDER AND INDEMNIFICATION**

**Section 5.1 – Governmental Health Care Programs.** Each Party represents and warrants that neither it nor any of its owners, employees, affiliates, or subcontractors (collectively its "Agents") are or have been denied Medicare or Medicaid enrollment, have had its Medicare or Medicaid billing privileges revoked, or have been debarred, excluded or terminated from participation, and are not otherwise ineligible to participate, in a "Federal Healthcare Program"

as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program and/or Medicaid. If either Party or any Agent of the Party should be excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, the Party will immediately, and in no event later than three (3) days after occurrence, notify the Other Party in writing of the event. Upon the occurrence of the event, whether or not such notice is given to the Other Party, the Other Party may immediately terminate this Agreement without penalty upon written notice to the ineligible Party. In the event of breach by the ineligible Party of the terms of this paragraph, the ineligible Party agrees to indemnify the Other Party for any expense or liability incurred by the Other Party arising from the ineligible Party's breach of its obligations under this paragraph.

## **ARTICLE VI RELATIONSHIP OF PARTIES**

**Section 6.1 - Independent Parties.** This Agreement is an independent contract between Hospice and Company to provide the Services described in this Agreement. Neither Party shall be construed in any manner whatsoever to be an employee or agent of the other. Hospice shall not exercise any control or direction over the methods by which Company or any of its Providers perform their professional work and functions. The sole interest and responsibility of Hospice is to ensure that the Services provided under this Agreement are performed and rendered in a competent, efficient and satisfactory manner. Hospice has no legal obligations for payment of any compensation or benefits to Providers including, but not limited to, worker's compensation.

**Section 6.2 - Non-Exclusivity.** 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 by 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 Hospice's right to obtain the same or similar services as those provided by Company pursuant to this Agreement from other individuals or entities.

**Section 6.3 – Business Associate.** For the services provided pursuant to the terms of this Agreement, both Parties agree that Company is not considered a Business Associate of Hospice. Company is a health care provider and/or a covered entity for HIPAA purposes. Company will be responsible for providing training to its workforce regarding patient confidentiality. In the event that there are additional HIPAA regulations issued or the Department of Health and Human Services issues clarification that makes it clear Company would be a HIPAA covered entity or business associate, the Parties agree at that time, to work together to amend the contract accordingly to ensure Company compliance with HIPAA regulations.

## **ARTICLE VII ACCESS TO RECORDS**

**Section 7.1 – Confidential Records.** For four (4) years following the furnishing of Services pursuant to this Agreement, Company agrees to make available upon receipt of written request from the Secretary of Health and Human Services, the U.S. Comptroller General, any of their duly authorized representatives, or any duly authorized state agency, this Agreement and all books, documents and records of Company that are necessary to certify the extent of costs incurred by Hospice under this Agreement. This Agreement shall not be construed to permit access to books, records, or documents that are deemed confidential under any evidentiary privileges including, but not limited to, the attorney-client, doctor-patient or accountant-client privileges.

**Section 7.2 – Records of Subcontractors.** If Company carries out any of the duties of this Agreement through the use of a subcontract with any related organization or individual, whose work is valued at \$10,000 or more over a twelve-month period, each contract between Company and said subcontractors must contain a provision incorporating the requirement outlined in Section 7.1 as applicable to the subcontractor.

## **ARTICLE VIII NON- DISCRIMINATION**

**Section 8.1 – Non-discrimination Clause.** Company agrees that no person will be denied the benefits of or otherwise be subjected to discrimination under any program, Services or activity provided by Company on the grounds of age, race, creed, sex, color, religion, handicap, sexual orientation, marital status or national origin.

## **ARTICLE IX INDEMNIFICATION**

**Section 9.1 – Indemnification Generally.** To the extent permitted by law, each Party shall indemnify and hold harmless the other Party against all actions, claims, demands, liabilities, loss, damage, costs, and expenses, including but not limited to 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 or in connection with the Party's obligations under this Agreement, except to the extent any such loss, damage, costs, and expenses are caused by the negligence or intentional act or omission of the other Party, its officers, employees or agents.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1 - Waiver.** Neither the failure or any delay on the part of either Party to exercise any right, remedy, power or privilege ("**Right**") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or future exercise of the same or any other Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

**Section 10.2 - Controlling Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Iowa.

**Section 10.3 - Assignment.** The rights and obligations of Hospice under this Agreement will inure to the benefit of and be binding upon its successors and assigns. Company shall not assign this Agreement without the written consent of Hospice, which shall not be unreasonably withheld.

**Section 10.4 - Entire Agreement.** This Agreement and all attachments thereto, including any exhibits and schedules, contain the entire understanding between the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or

implied, oral or written, except as stated herein. Neither this Agreement nor its attachments may be modified or amended other than by an agreement in writing signed by the Parties.

**Section 10.5 - Exhibits and Schedules.** All exhibits, schedules, addenda or other attachments hereto are hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.

**Section 10.6 - Compliance with 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 the Company or Hospice is in violation of any applicable federal, state, or local law, regulation, order or policy issued under such law, such Party shall immediately notify the other Party in writing of such concern, including the specific activities giving rise to such concern and the reasons therefore. If a method for resolving such concern is not agreed upon within ten (10) days of such written notice, the activities described in the notice shall cease or be appropriately altered until the concern is resolved, and in addition, either Party shall at that time have the right to immediately terminate the Agreement.

**Section 10.7 - Changes in the Laws and Regulations.** In the event any applicable federal, state or local law or 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 in the practical realization of the benefits anticipated by either Party, the adversely affected Party shall notify the other Party in writing of such a 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.

**Section 10.8 - No Third Party Beneficiaries.** This Agreement is entered into by and between Company and Hospice for their benefit. There is no intent by either Party to create, imply or establish a third party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party shall have any right to enforce, or any right to enjoy, any benefit created or established under this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement by their duly authorized representative on the date first written above.

**UNITYPOINT AT HOME dba  
UNITYPOINT HOSPICE**

By: Marissa Smith

Printed: Marissa Smith

Its: VP/Chief Compliance Officer

Date: 03/15/2024

**CITY OF EAGLE GROVE EMERGENCY  
MEDICAL SERVICES**

By: Lashelle Burger

Printed: Lashelle Burger

Its: EMS Service Director

Date: 3.19.24

becoming more educated will allow me to expand the scope of what I can do and therefore, who I can help.

8. What do you consider to be your greatest weakness? How can you strengthen this?

My greatest weakness would probably be my complacency with being in assistant type positions. I've had a few small leadership roles, because I find it easier to let someone else call the shots, while I do as instructed by my various leaders. I plan on strengthening this by taking the EMT course. This will allow me the chance to obtain the education and information I need to be a confident leader who can lead calls and stressful situations.

9. Name one person who has made an impact in your life and how the impact has affected you.

A person who has made a significant impact on my life would be my mom. She worked as an EMT when she was my age and has been in healthcare since. She has always set an exemplary example on my life by always working hard and instilling key habits and high goals for me to reach. She currently works as the leader of the respiratory department at Iowa Specialty Hospital, and I plan to work and achieve just as much as she does.

10. How will you use this opportunity to educate the citizens of Eagle Grove on the Prevention of Illness and Injury?

I will use the opportunity to help further educate the citizens of Eagle Grove by participating in any community projects that the EMS will be involved in. I also hope to inspire others to do what they can for their community. An example of this would be my participating in the high five Friday that the elementary school held for local communities to come and reach out to kids and take the time to positively interact with them. While this specific event didn't have much to do with the prevention of illness or injury, I'm hoping this will be a solid stepping stone for future visits in the community and school districts to be able to set up more events that could be more educational. I hope to do more in the future and to set a positive example for those who look up to the EMS. I would enjoy being able to become an instructor in the future and be able to certify other in things like CPR and basic first aid.

**Exhibit A  
Ambulance Authorization Form**

Patient Name \_\_\_\_\_ Date of Service \_\_\_\_\_

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(Company)

UnityPoint Hospice (Hospice) hereby authorizes the transport of the above named patient from:

\_\_\_\_\_ to \_\_\_\_\_

By authorizing this transport, Hospice understands that it shall be responsible for payment of the above specified ambulance services to the ambulance company mentioned above. This authorization is specifically limited to ambulance services rendered to and from the above location (s) designated herein on the date mentioned above.

\_\_\_\_\_  
Signature of Hospice  
Authorized Representative

Date \_\_\_\_\_