

AMBULANCE SERVICE AGREEMENT

This Agreement is made and entered into this 15th day of January, 2018, by and between the following municipalities; Cities of Waupaca, New London, Weyauwega, Villages of Hortonville, Ogdensburg, and Towns of Farmington, Dayton, Lind, Waupaca, Weyauwega, Royalton, Mukwa, Hortonia, Caledonia, Maple Creek, Lebanon, Liberty, Ellington, and Dale hereinafter called the "Municipality," and Gold Cross Ambulance Service, Inc., a not-for-profit, non-stock Corporation, 1055 Wittmann Drive, Menasha, WI 54952 hereinafter called "Provider."

RECITAL:

The Municipality desires to contract with an ambulance provider, as authorized by Sections 60.565, 61.64, and 62.133 of the Wisconsin Statutes, to provide ambulance service for the safety of the residents of the Municipality. Gold Cross Ambulance Service, Inc. is a private corporation licensed to provide emergency ambulance services in the State of Wisconsin.

WITNESSETH:

For and in consideration of the mutual agreements herein contained and other good and valuable consideration, the Municipality and Provider do agree as follows:

1. DESCRIPTION, TYPE AND MANNER OF SERVICE TO BE PERFORMED

A. Provider agrees to provide Advanced Life Support, hereinafter called ALS, emergency ambulance service as hereinafter defined in portions of Waupaca and Outagamie County, Wisconsin, as identified on **Exhibit "A"** attached hereto and made a part hereof. The area to be served by Provider may be amended by mutual agreement of the parties.

B. This service shall be provided on a 24 hour a day basis. This service shall include emergency and non-emergency medical care, as allowed by Wisconsin law and transport of patients to a hospital of the patient's choice except in the event the patient is critically ill and under such circumstance, the patient shall be taken to the closest available hospital.

C. Stand-by service at community events will be provided when requested and available, provided that the ambulance performing the stand-by service and its personnel shall be permitted to respond to other needs of the community, if necessary.

2. TERM:

A. The term of this Agreement shall commence on the first day of January, be for one calendar year and shall annually renew, unless and until terminated as provided in paragraphs 5 and 16 of this Agreement.

3. INSURANCE:

A. The Provider shall furnish the Municipality with a Certificate or Certificates of Insurance indicating proof of the following insurance from companies licensed in the State:

1. Workers Compensation – statutory – in compliance with the Compensation law of the State.
2. Commercial/General Liability Insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises – Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Contractual Liability for Insured Contract
 - e. Personal Injury
 - f. Professional Liability (Medical Malpractice) of one million dollars per claim with an annual aggregate of one million dollars.
3. Automobile Liability Insurance covering Provider's vehicles with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage's:
 - a. Owned vehicles
 - b. Hired vehicles
 - c. Non-owned vehicles
4. Umbrella Liability Insurance covering general, professional and auto liability up to \$5,000,000.00 per occurrence. Such insurance shall include the Municipality as an additional insured as pertains to the negligence of the Provider.

B. Such insurance shall include a thirty (30) day notice prior to the cancellation or material policy change, which notice shall be given to the Municipality pursuant to Paragraph 13 hereof. All such notices will name the Provider and identify the contract.

4. HOLD HARMLESS CLAUSE:

A. Provider will indemnify and hold the Municipality harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from the Municipality by reason of or on account of damage to the property of,

injury to, or death of any person arising from Provider's performance of its duties under this Agreement.

B. The Municipality will indemnify and hold the Provider harmless from all liabilities, judgments costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from the Provider by reason of or on account of damage to the property of, injury to, or death of any person arising from the Municipality performance of its duties under this Agreement.

5. CERTIFICATION STANDARDS:

A. At all times during the term of this Agreement, Provider shall be properly licensed to provide ambulance service by the State of Wisconsin at the EMT-Basic level or higher. If Provider fails to maintain this licensing status, the Municipality may terminate this Agreement immediately upon written notice to Provider.

6. AMBULANCE BILLINGS AND COLLECTIONS:

A. Provider shall be responsible for billing and collection for all services provided by the Provider for ambulance services to the identified area. Except as provided herein, any such collections shall remain the sole property of the Provider, and the Municipality agree that they will neither have nor make any claim thereto.

B. Subject to the terms of this Agreement, the Provider shall establish rates to be charged to recipients of ambulance services at its sole discretion.

C. Municipality agrees to certify debt. TRIP (Wisconsin ACT 59) See Exhibit B

7. MUTUAL AID:

A. Provider hereby agrees to provide mutual aid ambulance coverage when requested through a "911" Dispatch Center or a direct call from another ambulance service.

B. In any such mutual aid agreements, the Provider shall require that in the event of simultaneous calls for ambulance services, calls from the area covered by this Agreement shall have priority over calls from outside of the area of coverage.

8. COMPENSATION:

A. For the emergency ambulance services rendered by the Provider hereunder, the Municipality agrees to pay the Provider as provided in Exhibit "C". Payments by the Municipality of its obligation hereunder shall be made in four quarterly installments throughout the year. Each installment will be made not later than the twentieth (20th) day of the month beginning the

quarter. The subsidy paid each year is subject to change based on section 9 set forth below.

9. YEARLY ADJUSTMENT OF SUBSIDY

A. Provider will present a subsidy projection report to the municipality in October based off the first eight (8) months of contracted calendar year. Based on said report, adjustments to the subsidy for the following year may be proposed and implemented. It is the intent of this Agreement that Provider shall be allowed to increase the subsidy if in its opinion it is necessary to offset costs of the service including reasonably anticipated future capital expenses necessary to adequately maintain the service.

10. INDEPENDENT CONTRACTOR:

A. This Agreement shall create a contractual obligation between the Parties and shall be not construed to create any other relationship between the parties, including that of corporation, partnership, limited liability company or joint venture. Further, neither the Provider nor its employees, agents nor independent contractors shall be deemed the employees of the Municipality under any circumstances and the Municipality shall have no right to control the actions of such persons, except as otherwise provided herein.

11. MISCELLANEOUS:

A. Provider's Legal Status – Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of Provider's registered agent is as set forth opposite the heading "Registered Agent" on the last page of this agreement. Provider shall notify the Municipality immediately, in writing, of any change of its registered agent, his or her address, and Provider's legal status.

B. Invalidation of Contract – Should any court of law or administrative agency rule that any portion of this contract is invalid or illegal; such ruling shall not serve to invalidate the remaining portions of this Agreement.

12. SUBCONTRACT AND ASSIGNMENT:

A. This Agreement may not be subcontracted or assigned by any party without the express written consent of all of the other parties. This shall not prohibit Provider from entering into mutual aid agreements with other ambulance service providers, as allowed by law, subject to the terms of paragraph 7 hereinbefore provided.

13. NOTICES:

A. Any notice required to be sent by this Agreement shall be sent to Gold Cross Ambulance Service, Inc. at 1055 Wittmann Drive, Menasha WI 54952 to the attention of Executive Director and to the contracting Municipality mailing address.

14. RE-EVALUATION OF AGREEMENT:

A. The Municipality agrees to evaluate the Provider services on a quarterly basis each year to discuss and review with the Provider suggestions or any changes to the Agreement. Except as otherwise provided for herein, any changes agreed upon between the Municipality and the Provider would commence on January 1 of the following year's contract.

15. REPORTS / MEETINGS:

- A. The Provider shall provide reports to the Municipality on a biannual basis if requested that will include; response times and call volumes and destination of any such transport.
- B. Municipality shall provide a representative to attend the biannual meeting time and place to be determined and agreed by the municipalities. In addition an alternate representative should be identified and both names and contact information given to Gold Cross for record keeping.

16. TERMINATION:

A. Except as hereinafter provided, the Municipality or Provider may terminate this Agreement at any time upon advanced written notice of not less than one hundred twenty (120) days.

B. The Municipality may terminate this Agreement upon less than one hundred twenty (120) days advanced written notice if the Provider is determined by the Municipality to be in violation of any of the terms and conditions of this Agreement and, upon receipt of a written notice of such violation, fails to correct such violation within ten (10) days of the notice.

C. The Provider may terminate this Agreement upon less than one hundred twenty (120) days advanced written notice if the Municipality are determined by the Provider to be in violation of any of the terms and conditions of this Agreement and, upon receipt of a written notice of such violation, fails to correct such violation within ten (10) days of the notice.

17. AMENDMENTS:

A. All amendments and modifications to this Agreement must be in writing and signed by the Municipality and the Provider.

B. All agreements and understandings have been embodied in this Agreement.

18. GOVERNING LAW:

This Agreement shall be governed by and construed and accordance with the laws of the State of Wisconsin.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City of Waupaca _____ ("Municipality")

City of New London _____ ("Municipality")

City of Weyauwega _____ ("Municipality")

Village of Hortonville _____ ("Municipality")

Village of Ogdensburg _____ ("Municipality")

Town of Farmington Caroline J. Murphy ("Municipality")

Town of Dayton _____ ("Municipality")

Town of Lind _____ ("Municipality")

Town of Waupaca _____ ("Municipality")

Town of Weyauwega _____ ("Municipality")

Town of Mukwa _____ ("Municipality")

Town of Royalton _____ ("Municipality")

Town of Hortonia _____ ("Municipality")

Town of Caledonia _____ ("Municipality")

Town of Maple Creek _____ ("Municipality")

Town of Lebanon _____ ("Municipality")

Town of Liberty _____ ("Municipality")

Town of Ellington _____ ("Municipality")

Town of Dale _____ ("Municipality")

GOLD CROSS AMBULANCE SERVICE, INC. ("PROVIDER")

 1-278

Mark Fredrickson, Executive Director
Registered Agent, Gold Cross Ambulance Service, Inc.
1055 Wittmann Drive
Menasha, WI 54952

Exhibit "A"

Primary Response Area

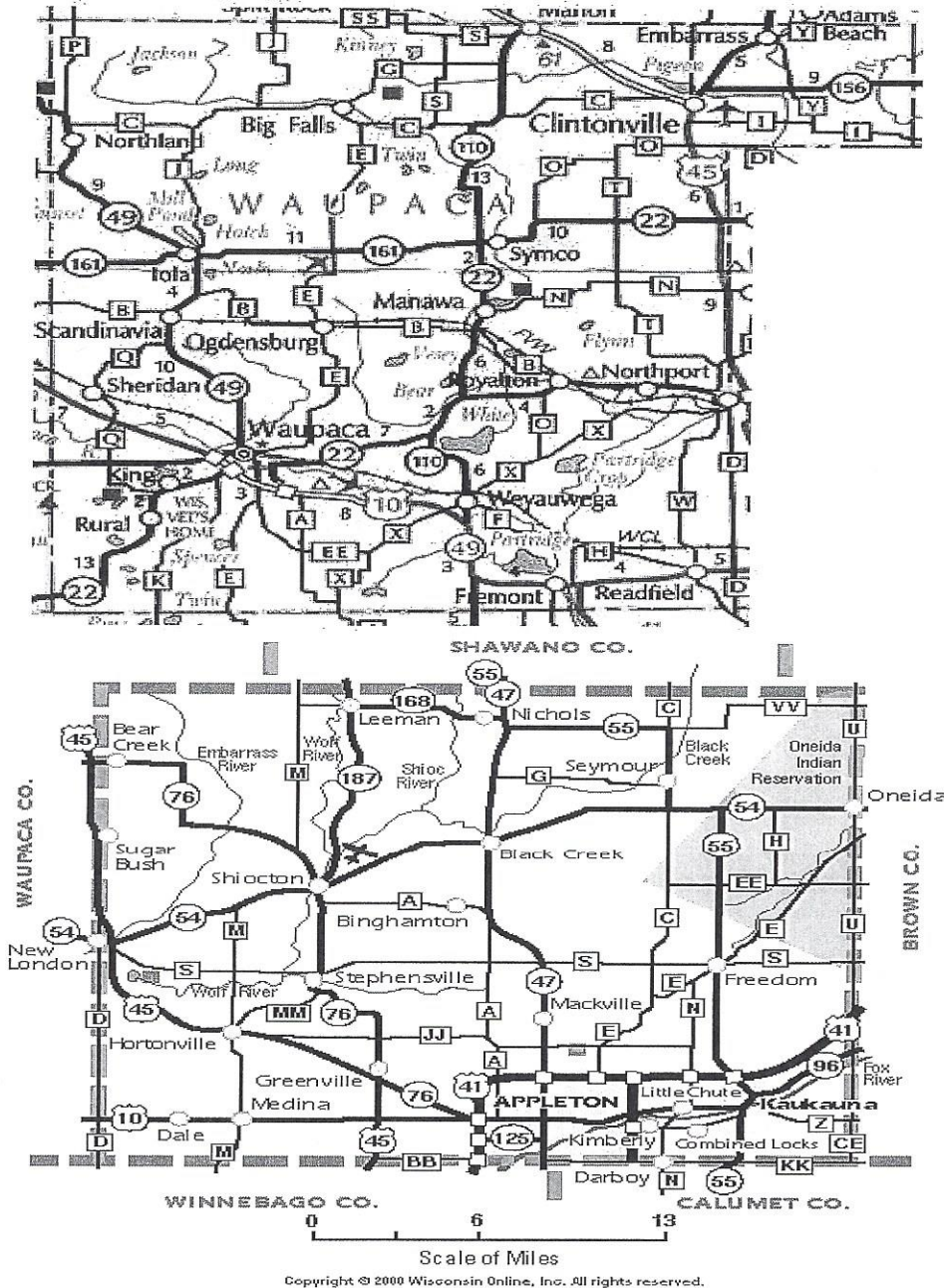


Exhibit "C"

Waupaca / Weyauwega / New London areas
2018 BUDGET

	<u>2018 Budget</u>
Gross Ambulance Sales	\$ 3,480,000
Revenue Allowance	\$ (1,809,600) 52.0%
Net Ambulance Revenue	<u>\$ 1,670,400</u>
Subsidy Requirement	\$ 408,707
Total Net Ambulance & Subsidy Expenses	<u>\$ 2,079,107</u> <u>\$ 1,996,000</u>
Net Income	<u>\$ 83,107</u>
Margin	4.00%

Subsidy per capita - 2018

\$ 10.41

Subsidy per capita - 2017

\$ 10.50

Subsidy per capita - 2016

\$ 11.00

Subsidy per capita - 2015

\$ 12.50

	Population for 2018 budget	Annual Subsidy	Quarterly Payment
Caledonia - Town (this is 50% of total population)	831	8,650.71	\$ 2,162.68
Dale - Town	2,817	29,324.97	\$ 7,331.24
Dayton - Town	2,752	28,648.32	\$ 7,162.08
Ellington - Town	10	104.10	\$ 26.03
Farmington - Town	3,968	41,306.88	\$ 10,326.72
Hortonia - Town	1,084	11,284.44	\$ 2,821.11
Hortonville - Village	2,711	28,221.51	\$ 7,055.38
Lebanon - Town	1,665	17,332.65	\$ 4,333.16
Liberty - Town (this is 50% of total population)	436	4,538.76	\$ 1,134.69
Lind - Town	1,586	16,510.26	\$ 4,127.57
Maple Creek - Town	601	6,256.41	\$ 1,564.10
Mukwa - Town	2,964	30,855.24	\$ 7,713.81
New London - City	7,245	75,420.45	\$ 18,855.11
Ogdensburg - Village	177	1,842.57	\$ 460.64
Royalton - Town (this is 50% of total population)	720	7,495.20	\$ 1,873.80
Waupaca - City	6,050	62,980.50	\$ 15,745.13
Waupaca - Town	1,189	12,377.49	\$ 3,094.37
Weyauwega - City	1,896	19,737.36	\$ 4,934.34
Weyauwega - Town	559	5,819.19	\$ 1,454.80
	<u>39,261</u>	<u>\$ 408,707.01</u>	<u>\$ 102,176.76</u>