

EMS ADVISORY BOARD MEETING

August 3, 2020 @ 6:30 p.m.

City of River Falls

*****Please note that due to the ongoing COVID-19 public health emergency, all members of this board will attend via telephone or internet. For your personal safety and the safety of our community, interested persons are invited to watch from their homes in lieu of attending the meeting in person.***

The public may view/listen to the meeting by:

- Calling Toll Free 1-844-992-4726, access code: 132 645 5440, pw 4321
- Visiting the web link: <https://tinyurl.com/EMSAB0820>

OFFICIAL ACTION MAY BE TAKEN ON ANY AGENDA ITEM

Call Meeting to Order – 6:30 p.m.

Roll Call

Approval of Minutes – February 3, 2020

1. COVID-19 Update
2. Transition to Allina Update
3. Future role/scope of EMS Advisory Board discussion

ADJOURNMENT

Posted: 7-31-20

City Hall
Library
Police Department

*Council members may be in attendance for informational purposes only.
No official Council action will be taken.*

EMS ADVISORY BOARD MINUTES

February 3, 2020 @ 6:30 p.m.

River Falls City Hall

222 Lewis Street

River Falls, WI

Call Meeting to Order 6:30 p.m.

Advisory Board Members Present:

Gary Donath, Judy Edgar, Jeanne Wespetal, Scott Morrissette, Kent Kittleson, Carole Mottaz, Ken McNiff

Absent: Jessica Delwiche

Also Present: Jason Stroud, assistant city administrator;
Scot Simpson, city administrator

Approval of Minutes: Regular Meeting Minutes from January 6, 2019.

MSC Edgar/McNiff to approve January 6, 2020 regular meeting minutes. Unanimous.

1) Public Comment Period

There was no public comments.

2) Annual Report

Stroud updated the Board on the annual report. There was a slight uptick in calls this year. Calls to Hudson dropped dramatically. Saved \$13,000 on expenses. Employee wages/benefits are the largest expense.

Stroud said the ambulances put on 60,000 miles in 2019. 19 FTE's total for the department this year. In 2015 the department had 13.5 FTE's.

Stroud said there could be more revenue than the \$1.4 million at end of year 2019. Transfers went down this year. Payer mix 63% Medicare/Medicaid in 2019, 56% in 2016.

2019 Operational deficit of over \$500,000. 90 percent tile of response times. Feasibility assessment in 2019.

Carol Mottaz asked what the 57% increase in expenses. Increase directly related to labor.

Ken McNiff asked if staff will do something for retirees/employee recognition. Stroud said there are plans to do something for the employees.

3) Recommendation to transition to Allina Health EMS

Mottaz said she went to the Council workshop last week regarding EMS and provided some of her thoughts on what the service would look like under Allina. Mottaz reached out to the communities that are contracting with Allina and she said they have been satisfied with the services with Allina. Mottaz mentioned that she will be writing an article for the River Falls Journal. McNiff asked if that could be placed in the Prescott Journal as well and Mottaz said she will send it over to McNiff for him to work out on.

Stroud said he had a conversation with the City Administrator with Apple Valley and he said that they have been pleased with Allina's service. In his conversation with the Apple Valley Administrator, they said they have been impressed with how the City has handled the process so far.

Stroud gave a presentation to the overview of the process so far. Stroud said it would be difficult for him to see that expenses and revenue would ever be neutral again. Stroud talked about Allina's proposal and some of the details it entails. Stroud brought up the financial impact of Allina's proposal and how the City's finances would be improved under this deal.

Stroud talked about the town's way of contracting through the City on this measure with details still being figured out. The Board asked to formally pursue the resolution.

MSC Morrissette/Edgar to send the resolution to Council. Unanimous (Kittleson Abstained)

Morrissette asked if we are "handling the master contract" what if there is a false call type situation, are we the mediators between the town, City, Allina? Stroud said that to some degree we would be playing the peace maker in that role but we would want to protect our interests. Mottaz said Allina would not charge back bad bets, but that was not protected, which Stroud clarified the intent of the statement and would make changes.

Scot Simpson asked to clarify what Mottaz said in regard to assessing a per-capita fee. Scot Simpson went over some of the differences between doing a short-term and long-term contract with Allina and that it would be modeled in part on some of the relationships the City has currently. A five-year contract like the one proposed is beneficial because it would provide stability for staff, an incubated transition, and Allina would be financially committed with its rates. Allina would be directly billing, and the billing risk would be on them.

Simpson said that though this may be an advisory board, Council greatly appreciates the due diligence and feedback the advisory board provides. Simpson would like to know what the Boards thoughts were on implementing this contract arrangement with the towns and giving the towns a 5-year per capita number, they could work with. Doing this would potentially mitigate the overall risk for the City.

Wespetal asked if staff checked with the State of Wisconsin to see if this type of contract would work which Simpson said under past intergovernmental contracts staff believe it would be ok for all interested parties.

Wespetal asked where the money would go from the sale of the equipment and Simpson said it would address the deficit from last year and place the remaining proceeds into the enterprise fund. The plan would be to keep the enterprise fund open during the 5-year contract to fund various EMS expenses.

Wespetal asked if Town of River Falls expenses in-kind would handle property expenses and Simpson said he assumes that it will but that decision has not been made quite yet. Simpson said that administrative aspect such as insurance of the EMS building, record keeping, will still be handled by City staff.

Mottaz asked about the assessment to the city of Prescott and towns. Stroud said the contiguous towns to River Falls will be around \$11 per-capita and those in the Prescott area would be \$19 per-capita. Mottaz said she would like to see an annual 3% increase in the contract for a rainy-day fund that would be spread throughout the towns. Simpson said the reason for the City potentially taking on that 3% cost is to make it seem like the City is not using the service for "free". Wespetal supports the 3% built in to the per-capita rates because there is a lot of in-kind expenses that the City absorbs. McNiff said there is the perception that River Falls gets these services for free on the backs of the towns and Prescott.

Simpson talked about what the City is doing for the service and how the City carries the whole deficit forward that needs to be put back together. McNiff said that the public needs to be made aware of the City's true cost such as it carrying the entire deficit to make it more palatable for the public.

Mottaz asked if Stroud could present to the upcoming Prescott Fire and EMS Board. Simpson does not want to get into the weeds of rumor dispelling but instead the City could provide some FAQ's and other items to get the word out about this potential change.

Mottaz indicated she would be supportive of the draft but would want subsequent changes to be communicated back to the Advisory Board. Stroud said he was asking the board to provide a recommendation to the Council to proceed with the transition from providing emergency medical services directly to contracting with Allina Health Systems in accordance with the principals provided within this memorandum.

MSC Morrissette/Edgar to send the resolution to Council. Unanimous (Kittleson Abstained)

Mottaz talked about the conversation she had with Kevin Miller about if Allina could River Falls station and Prescott station on the ambulances. Stroud said that it is a pride and ownership thing, and by asking for that we could limit their fleet apparatus.

Morrissette said he has yet to meet anyone who cares what the side of the ambulance says as long as it does a good job. Stroud said they could use magnets on the side of the ambulance with the Prescott and River Falls name when those ambulances are in those areas.

4) Role of EMS Advisory Board

Stroud said he does not recommend doing anything differently with the Advisory Board through 2020. Stroud recommended that they continue to meet in even months.

Mottaz asked Brandt Johnson to review some items from the minutes that are done annually. McNiff asked what Allina would need for input regarding an advisory board. Stroud said we could possibly review those items that Mottaz requested at the April organizational meeting as well as the role of the EMS Advisory Board. Edgar had a question regarding if there are advisory boards in other areas and Stroud said that there are not any other advisory boards throughout Allina's network.

Adjournment: **MSC Morrissette/Wespetal at 7:57 p.m.**

Next meeting date is April 6, 2020

Respectfully Submitted,



Brandt Johnson
Assistant to the City Administrator



MEMORANDUM

TO: EMS Advisory Board Members

FROM: Jason E. Stroud, Assistant City Administrator

DATE: August 3, 2020

RE: Update on Transition of EMS Services

BACKGROUND

Early in 2020 the EMS Advisory Board and the City Council approved the transition of EMS to Allina Health.

DISCUSSION

Staff is providing the following updates on the EMS transition:

- The EMS service agreement was executed between the City of River Falls and Allina EMS on July 7, 2020. A copy is included for the Board's awareness.
- A lease for the EMS facility at 175 E. Cedar St. has been finalized and submitted for signatures.
- The revised EMS agreements with the towns has been submitted to them for their execution. The Town of Kinnickinnic has executed their agreement. The towns of Clifton, River Falls and Pleasant Valley have all indicated that they will be signing their agreements once they go through the approval process in their towns.
 - The Town of Troy has indicated they will not yet sign their agreement and they have contacted Lakeview EMS and Allina EMS to request that they examine service area boundaries. It is likely that Lakeview EMS will assume an additional portion of Troy into their service area. The Troy representative indicated that they will likely sign once they are satisfied with the service boundary updates. Staff is prepared to elaborate on this matter at the Board meeting on August 3rd.
- The Prescott Fire and EMS Association has indicated support and approval of the updated service agreement; final legal approval is still pending.
- Allina EMS personnel report that they are moving ahead with plans to begin transition in November and anticipate full transition to occur no later than the end of December 2020.
- Meetings for staff to meet with Allina to learn about employment opportunities and expectations are being held throughout August.

CONCLUSION

Staff anticipates a full transition in accordance with service agreement expectations. Staff is meeting weekly with Allina EMS personnel. Allina EMS will be invited to send a rep to all EMS Advisory Board meetings for the foreseeable future.

Emergency Medical Services Affiliation and Services Agreement

This Emergency Medical Services Affiliation and Services Agreement (“Agreement”) is made and effective as of the date last signed below (“Effective Date”) by and between the **CITY OF RIVER FALLS**, a Wisconsin municipal corporation (hereinafter “City”) and **ALLINA HEALTH SYSTEM**, a Minnesota non-profit corporation, d/b/a Allina Health Emergency Medical Services (hereinafter “Allina”), each a “Party” and collectively, the “Parties”.

PREAMBLE

WHEREAS, the City has historically provided emergency medical services; and

WHEREAS, the City will transition from directly providing these services to contracting for these services from a non-governmental organization; and

WHEREAS, the City conducted a competitive, arms’ length RFP process to identify an appropriate partner to provide the Services and has chosen Allina; and

WHEREAS, Allina has significant expertise in managing and operating ambulance services and is able and willing to provide comprehensive emergency medical services in lieu of the City’s emergency medical department;

NOW, THEREFORE, in consideration of the representations and mutual covenants set forth herein, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms will have the following meanings:

A. “Agreement” means this Emergency Medical Services Affiliation and Services Agreement, including the following exhibits attached to this Agreement and hereby made a part of it.

Exhibit A: Map of Service Area

Exhibit B: Mutual Aid & Intercept Agreements

Exhibit C: Asset Purchase Agreement and Bill of Sale

Exhibit D: Asset List of Equipment

Exhibit E: Bill of Sale

- B. "Service Area" means that geographic area previously served by the City prior to this agreement as set forth in Exhibit A.
- C. "Prescott Area" means the portion of the response area consisting of those municipalities that participate as part of the Prescott Area Fire and EMS Association, which includes: the City of Prescott, Town of Oak Grove and Town of Clifton.

1.2 Rules of Construction

- A. *Sections and Exhibits.* All references in this Agreement to Sections and Exhibits refer to Sections and Exhibits of this Agreement, except as otherwise specifically stated in this Agreement.
- B. *Drafter's Identity Irrelevant.* The Parties and their attorneys have fully participated in negotiating and drafting this Agreement, thus, the rule of strict construction does not apply to this Agreement. No provision of this Agreement will be construed for or against, or be interpreted to the advantage or disadvantage of, a Party by any court or other governmental or judicial authority because the Party structured or dictated the provision of is deemed to have done so.
- C. *Gender/Singular & Plural.* All references in this Agreement to one gender will include both genders. Any reference to the singular will include the plural where appropriate, and vice versa.
- D. *Headings of Sections.* All Section headings are for reference purposes and will not affect the interpretation of this Agreement.
- E. *Governing Law.* This Agreement will be construed and governed by the laws of the State of Wisconsin.

ARTICLE 2. DUTIES OF ALLINA

- 2.1 **Services Generally.** Allina will provide Ambulance services, as that term is defined Wis. Stat. §256.01 in the Service Area on behalf of the City and as set forth in this Agreement ("Services"). The Services will include the following obligations:
 - A. *Licensing.* Allina will be a licensed Wisconsin Emergency Medical Services (EMS) provider able to provide prehospital advanced life support ambulance transport services during the Initial Term and any Renewal Term.

- B. *Staffing.* Allina will ensure adequate ambulance staff to provide 24/7/365 EMS coverage to the Service Area. At a minimum this will include at least two ambulances scheduled for 9-1-1 response each staffed with at least one paramedic.
- C. *Ambulance Locations.* Allina will schedule and staff at least one paramedic ambulance at the City's EMS facility located at 175 E. Cedar Street in River Falls. Allina will schedule and staff a second paramedic ambulance at the Prescott EMS facility located at 1603 Pine Street in Prescott. Nothing in this section is intended to prohibit Allina from re-positioning resources as may be necessary to address call demand. Allina will lease the River Falls EMS facility through a separate agreement. Any terms for leasing of the Prescott EMS facility would be a matter between Allina and the Prescott Area Fire and EMS Association and not a part of this Agreement.
- D. *Service Area.* Allina will provide Ambulance services in the Service Area, as set forth on Exhibit A. If other municipalities desire for Allina to provide Services, the Parties will discuss whether to include such municipality(ies) pursuant to Section 3.4.
- E. *Dispatching Services.* Allina will provide, arrange for, and/or coordinate, dispatch services for their resources. Allina will make efforts to coordinate these services with the Pierce and St. Croix county primary public safety answering point centers.
- F. *Pre-arrival Instructions.* To the extent that they are able, Allina will attempt to provide emergency medical dispatch pre-arrival patient care instructions within the Service Area; it is understood and agreed to that Allina's ability to provide these instructions is impacted by the 9-1-1 dispatch centers in Pierce and St. Croix counties. Allina is not expected to, nor will they be held accountable to, provide these services if the county 9-1-1 center provides these services, or if the 9-1-1 center does not facilitate the transfer of the caller to Allina or if there is not enough time to complete this service once the call is transferred.
- G. *Special Event Services.* Allina will make special event standby ambulance and/or other related EMS services available within the Service Area; such services will be subject to the standard Allina fee. Allina will provide up to 16-hours of these services annually each calendar year to the City as part of this Agreement, at no extra cost. The City may procure additional hours at the standard Allina rate if needed.
- H. *Operational Oversight.* Allina will designate an organizational leader for the River Falls EMS operation and will provide City with 24/7 contact information for the appropriate Allina leadership.

2.2 Quality and Response. In providing the Services, Allina will ensure it meets the following expectations:

- A. *Standard of Care.* Allina shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances;
- B. *Interfacility Transfers.* Allina will ensure that interfacility transfers do not interfere with their ability to meet the obligation to the City for 9-1-1 EMS services.
- C. *Concurrent and Multiple Incidents.* Allina will be able to respond to at least two concurrent 9-1-1 EMS incidents, with two different ambulances, within the Service Area at the same time. Prior to the Operations Start Date, Allina will develop plans to ensure appropriate coverage of the Service Area should all regularly scheduled ambulance be committed to concurrent incidents. Allina will provide additional EMS resources as it determines necessary, either directly or through mutual aid agreement(s), to handle multiple incidents or the need for multiple ambulances at any one incident at the same time.
- D. *Response Times.* From the time Allina communications center receives notice of a 9-1-1 emergency, Allina will ensure that an ambulance arrives on the scene (i) within 10 minutes and 59 seconds when the 9-1-1 emergency is within the city limits of River Falls and/or Prescott or (ii) within 17 minutes and 59 seconds within the township portions of the Service Area. Allina will meet these response goals at least 90% of the time.
- E. *Nondiscrimination.* Allina will make EMS services available to members of the community without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance status, gender identity, or sexual orientation, except as may be necessary as a bona fide requirement of a specific service. Allina will comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, sex, disability, public assistance status, gender identity, or sexual orientation, except as may be based upon bona fide occupational qualifications.
- F. *Subcontractors.* Allina will not enter into subcontracts to provide Ambulance services under this Agreement without the express written consent of the City.

2.3 Billing and Collections. Allina will be solely responsible for patient billing and collection services. Allina will provide the City with contact information and reference material(s) in order to provide community members with the most appropriate initial response to inquiries.

- A. Prior to the Operations Start Date, and annually thereafter, Allina will provide the City with Allina's chargemaster rates for EMS services. Allina will notify the City at least 60 days prior to any change in its charge rates impacting the Services. To the extent permissible under Wisconsin public records law(s), City will not share Allina's charge rates without the express written approval of Allina in advance. Notwithstanding the foregoing, if Wisconsin public records law(s) require the disclosure of such information, City will notify Allina as soon as reasonably practicable prior to such disclosure.
- 2.4 Patient Destination.** Patients shall have the right to select the destination for the medical facility consistent with Allina Emergency Response Protocols.
- 2.5 Medical Director.** At City's request, Allina will provide a medical director for the Automated External Defibrillator and/or Naloxone programs for City or any municipality within the Service Area
- 2.6 Staff Retention.** Allina shall offer employment to those City EMS staff who are employed by the City as of July 1, 2020, provided such individuals are in good standing with the City, recommended by the City at the time of the Operations Start Date; are not excluded from participation in any Federal Health Care Program, who possess all necessary licenses or certifications necessary to perform their job, and who meet all Allina employment eligibility criteria. Consistent with the City's ordinary practice, any recommendations are given in good faith and in confidence, and Allina hereby waives any claim or cause of action it may have against City and holds City harmless for any damages it may sustain associated with any such recommendation. Employment offers for qualified individuals will be made at to a position of comparable status, in that full-time staff will be offered full-time employment, part-time staff will be offered similar part-time employment, as such terms are defined by Allina H.R.
- 2.7 Personnel.** Allina has sole responsibility for the recruitment, terms of employment, and actions of its employees except as specifically provided in this Agreement.
- 2.8 Reporting.** Allina will provide a quarterly performance report to the City. Details to be included will be identified in consultation with the City's designee. If requested, Allina will deliver an annual report, specific to the River Falls operation(s), to the City council charged with oversight of this Agreement and designated as such by City.
- 2.9 Data.** Upon request of the City, Allina will provide unaltered, non-identifying, raw dispatching data to the City for all calls-for-service that originated within the River Falls EMS response area. This data is to be provided within five business days of request.

- 2.10 Emergency Operations Center.** When reasonably requested by the City, Allina will provide a representative to the City’s Emergency Operations Center within two hours of the request. Remote representation maybe permissible and is to be determined by the City.
- 2.11 Equipment Purchase.** Prior to the Operations Start Date, Allina will purchase certain EMS apparatus, equipment and/or supplies from the City as described in that Asset Purchase Agreement between the Parties.
- 2.12 Community Outreach.** To the extent that they are able, Allina will make reasonable efforts to interact within the community. This may include attendance at community events, hosting tours of EMS facilities or apparatus, and meeting with community organizations.
- 2.13 Prescott Service Area.** Allina will send a representative to the Prescott Fire and EMS Association meetings as they are reasonably available.
- 2.14 Mutual Aid & Intercept Agreements.** Allina agrees to comply with existing mutual aid and intercept agreements set forth in Exhibit B provided such agreements are appropriately assigned to Allina by City.
- 2.15 Meetings.** An Allina representative will attend meetings, as reasonably scheduled, to discuss issues, problems, performance indicators and any other matters which the City or Allina considers important in relation to the contract and the quality of service.

**ARTICLE 3.
DUTIES OF CITY**

- 3.1 Coordination.** The City will designate a staff member to be the contract administrator for this Agreement. The City will serve as the contract administrator for all municipal matters related to this Agreement.
- 3.2 Compensation.** City will compensate Allina for Services at the rate of **\$241,350** (the “Annual Fee”) in one annual installment due on December 1 of the current service year. The Annual Fee will automatically increase by 3% on each annual anniversary of the Operations State Date. Except for any additional Special Event Services as described in Section 2.1, the City shall not be obligated to make any other payment to Allina under this Agreement.
- 3.3 Meetings.** A City representative will attend meetings, as reasonably scheduled, to discuss issues, problems, performance indicators and any other matters which the City or Allina considers important in relation to the contract and the quality of service.

- 3.4 Authority to Bind.** Prior to the Operations Start Date, City will enter into such agreements as necessary to ensure it has the legal authority to contract for the Services for the following municipal entities in the Service Area: River Falls, Troy Township, Kinnickinnic Township, River Falls Township, Pleasant Valley Township, Clifton Township, Oak Grove Township, City of Prescott (each a “**Municipality**” and together the “**Municipalities**”). Such agreements will, at a minimum, require the Municipality to indemnify Allina as set forth in Section 5.2 below and will not obligate Allina to any additional Services or standards except as specifically set forth in this Agreement or as otherwise agreed to in writing by City and Allina. City acknowledges that Allina’s willingness to enter into this Agreement was based, in large part, on City’s representation that it has such authority, which is considered a material representation under this Agreement.
- A. Future municipalities.** From time to time other municipalities near the City or Municipalities may wish to join this Agreement. City and Allina will meet in advance to discuss whether it is appropriate for such municipality to become a beneficiary of this Agreement. If the Parties, and the municipality so agree, this Agreement may be amended to include the new municipality and it will be deemed, as of the effective date of the relevant amendment, a Municipality. Nothing in this subdivision will require that the municipality be included in this Agreement if Allina and the municipality, in their discretion, determine that a separate agreement is more appropriate.

ARTICLE 4. TERM AND TERMINATION

- 4.1 Term and Renewal.** This Agreement shall commence as of Effective Date and continue for an initial term expiring 11:59 p.m. CST on December 31, 2025 (the “Initial Term”). Upon expiration of the initial or any subsequent term, unless terminated in accordance with Section 4.3, this Agreement will automatically renew for two successive three-year terms unless either Party provides 180 days’ written notice prior to the expiration of the then current term.
- 4.2 Operations Start Date.** Allina will begin providing Ambulance Services in the Service Area effective January 1, 2021 (the “Operations Start Date”) unless an earlier date is agreed to in writing between the Parties. If an earlier Operations Start Date is so agreed, then City will pay Allina a prorated Annual Fee for 2020 and such payment will be due no later than January 30, 2021
- 4.3 Termination of this Agreement.** In addition to any other remedies legally available to the parties, this Agreement may also be terminated:
- A** By mutual written agreement of the parties at any time;
 - B** By either party for cause, which will be defined as a material default of this Agreement by a party that has not been cured within 60 days after notice of the default by the non-defaulting party specifying the nature of the default;

- C By either party effective immediately if the other party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in Medicare, Medicaid, or any other federal health care program (“Federal Health Care Programs”) or contracts with the federal government;
- D By either Party if (i) Allina is unable to obtain agency licensure required under Section 2.1(A) at least 90-days prior to the Operations Start Date, or (ii) if any Municipality (or Municipalities) enumerated in Section 3.4 as of the Operations Start Date desires to cease receiving Services under this Agreement and the termination of such Municipality (or Municipalities) represents more than 15% of the Ambulance services provided by Allina hereunder (this provision may be measured on a single termination or cumulative over time); or
- E After the first two years of the Agreement, by either Party without cause with 180 days’ prior written notice.

4.4 Effect of Termination. If the Agreement is terminated, the Parties agree to coordinate the termination of the Agreement and transition of service back to the City, or the City’s designee. City will have the right to repurchase certain assets as set forth in the Asset Purchase Agreement between the Parties and City will make prompt payment of any prorated Annual Fee due for the Services provided up to the termination of the Agreement.

**ARTICLE 5.
INDEMINIFICATION AND INSURANCE**

5.1 Allina Indemnification. Allina agrees to indemnify and hold City, its officers, contractors, employees and agents from any liability claims, damages, costs, judgments, or expenses resulting directly or indirectly from any negligent or willful act, commission, or omission upon the part of Allina, its agents, employees, or contractors, in the performance of services provided by this Agreement and against all loss by reason of failure of Allina to fully perform in any material respect, all obligations under this Agreement.

5.2 City and Municipality Indemnification. City on behalf of itself to indemnify and hold Allina, its officers, contractors, employees, and agents, employees or contractors harmless from any liability claims, damages, costs, judgments, or expenses resulting directly or indirectly from any negligent or willful act, commission, or omission upon the part of City, its agents, employees, or contractors, in the performance of services provided by this Agreement and against all loss by reason of failure of City to fully perform in any material respect, all obligations under this Agreement. Nothing contained in this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including those contained

within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Consistent with Section 3.4 hereof and the City's authority to act on behalf of each Municipality with respect to this Agreement, each Municipality shall indemnify and hold Allina, its officers, contractors, employees, and agents, employees or contractors harmless from any liability claims, damages, costs, judgments, or expenses resulting directly or indirectly from any negligent or willful act, commission, or omission upon the part of said Municipality, its agents, employees, or contractors, in the performance of services provided by this Agreement and against all loss by reason of failure of said Municipality to fully perform in any material respect, all obligations under this Agreement. Nothing contained in this Agreement is intended to be a waiver or estoppel of each Municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, each Municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

5.3 Insurance. Allina shall furnish and maintain during the project such public liability and property damage insurance as shall protect Allina and any subcontractors performing work covered by this Agreement from claims for damages by any applicable workers compensation statute, and from claims from property damages or personal injury which may arise from operations under this Agreement, whether such operations are by Allina or by any subcontractor or anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

- Workers Compensation – as provided in the applicable law.
- Employer's Liability – as provided in the applicable law.
- Commercial General Liability - Personal Injury - \$5,000,000.00
- Commercial General Liability - Property Damage - \$5,000,000.00
- Commercial Automobile Insurance - Personal Injury - \$2,000,000.00
- Commercial Automobile Insurance – Property Damage - \$2,000,000.00
- Professional Liability Insurance - \$1,000,000 per occurrence/\$3M aggregate

All insurance policies (or riders) required by this Agreement (i) shall be taken out by Allina and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Wisconsin, (ii) should the policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions, (iii) shall name Allina as an insured party and the City as additional insured, and (iv) shall be evidenced by a Certificate of Insurance listing the City as the certificate

holder. Notwithstanding the above, Allina may provide for the above insurance through a program of self-insurance.

ARTICLE 6. MISCELLANEOUS

- 6.1 Excluded Provider.** Both Parties hereby certify that neither it nor its employees, directors, officers, agents, or subcontractors are presently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Each Party will immediately give written notice to the other of any debarment, exclusion, or other event that makes such Party, or an employee, director, officer, agent, or subcontractor of such Party providing services under this Agreement, ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs.
- 6.2 Illegality.** If, as determined by agreement of the Parties' counsel, or, if the Parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the Parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either Party may give notice to the other to amend this Agreement solely to comply with the Law and the Parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either Party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law, and before a determination is made, either Party may suspend payments under the Agreement pending amendment or termination.
- 6.3 Proprietary Data.** Each Party acknowledges that it may receive confidential and proprietary information and trade secrets concerning the other Party and its business and professional activities ("Proprietary Data") throughout the term of this Agreement. Except as may be required for purposes of this Agreement, each Party agrees not to use for its own benefit or disclose to any third party the Proprietary Data of the other Party without the other Party's prior consent, unless such disclosure is required by Wisconsin public records law, or an order of a tribunal of competent jurisdiction in connection with a legal action. Without limiting the applicability of the foregoing, each Party will also treat as Proprietary Data any information or materials specifically designated as such by the other Party. In the event that this Agreement is terminated for any reason whatsoever, and as is permissible in accordance with Wisconsin public records law and retention requirements, each Party will immediately return or destroy all Proprietary Data of the other Party and any analyses generated therefrom then in its possession and will

destroy any electronic databases, or delete the appropriate portion thereof, that contain such information.

- 6.4 No Referrals.** The awarding of the contract for Services to Allina was determined through a good-faith, competitive bidding process and negotiated in a manner to ensure the provision of needed Ambulance services to communities in need of such services. No amount paid or forgone by Allina or City hereunder is intended to be, nor will be construed to be, an inducement or payment for referrals by City or any Municipality to Allina or by Allina to City or any Municipality.
- 6.5 Independent Contractor.** The relationship between the Parties is such that City and Allina and its employees are independent contractors. City shall neither have nor exercise control over the means or methods by which Allina performs the services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between City and Allina. Neither Party shall have the authority or right to legally bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein. Nothing herein is intended to limit the ability of either party to contract with other entities or persons.
- 6.6 Agreement.** This Agreement constitutes the entire Agreement between City and Allina with respect to the matters discussed herein. This Agreement may not be assigned without prior written consent of the other Party. Any amendment or modification to this Agreement must be in a writing mutually agreed upon by the Parties. Any waiver by either Party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement. The failure of either Party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right. A finding of invalidity as to any provision or section of this Agreement shall only void that provision or section and no other, and this Agreement shall be construed as if the invalid provision or section thereof were not contained in this Agreement.
- 6.7 Marketing.** Neither Party will advertise or market the other, in any promotional materials without consent of the other Party.
- 6.8 Representations.** Other than the representations made in the Agreement, no Party hereto has made any statement or representation to any other Party hereto regarding any factor relied upon in entering the Agreement and no Party relies upon any statement, representation or promise of any other Party in executing the Agreement or in making the settlement provider for herein.
- 6.9 Affirmation.** Each Party affirms and acknowledges that it has fully read, appreciates, and understands the words, terms, conditions and provisions of this Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or had the opportunity to, represented by legal counsel of its choice.

6.10 Legal Authority. Each Party further represents and warrants that the person or persons executing this Agreement on its behalf has full and complete legal authority to do so, and thereby binds the Party on whose behalf they are signing the Agreement.

6.11 Notices. Required notices to Allina shall be in writing, and shall be either hand delivered to Allina, its employees or agents, or mailed to Allina by certified or registered mail at the following address: 167 Grand Avenue, St. Paul, Minnesota 55102, Attention: Susan Long, Vice President. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified or registered mail in care of City Administrator Scot Simpson at the following address: City of River Falls, 222 Lewis Street, River Falls Wisconsin 54022. Notices shall be deemed effective upon receipt by the receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

CITY OF RIVER FALLS

ALLINA HEALTH SYSTEM

By: Scot E. Simpson
Scot Simpson
City Administrator

By: Sara J Criger
Sara Criger
SVP, Operations

Exhibit A Map of Service Area

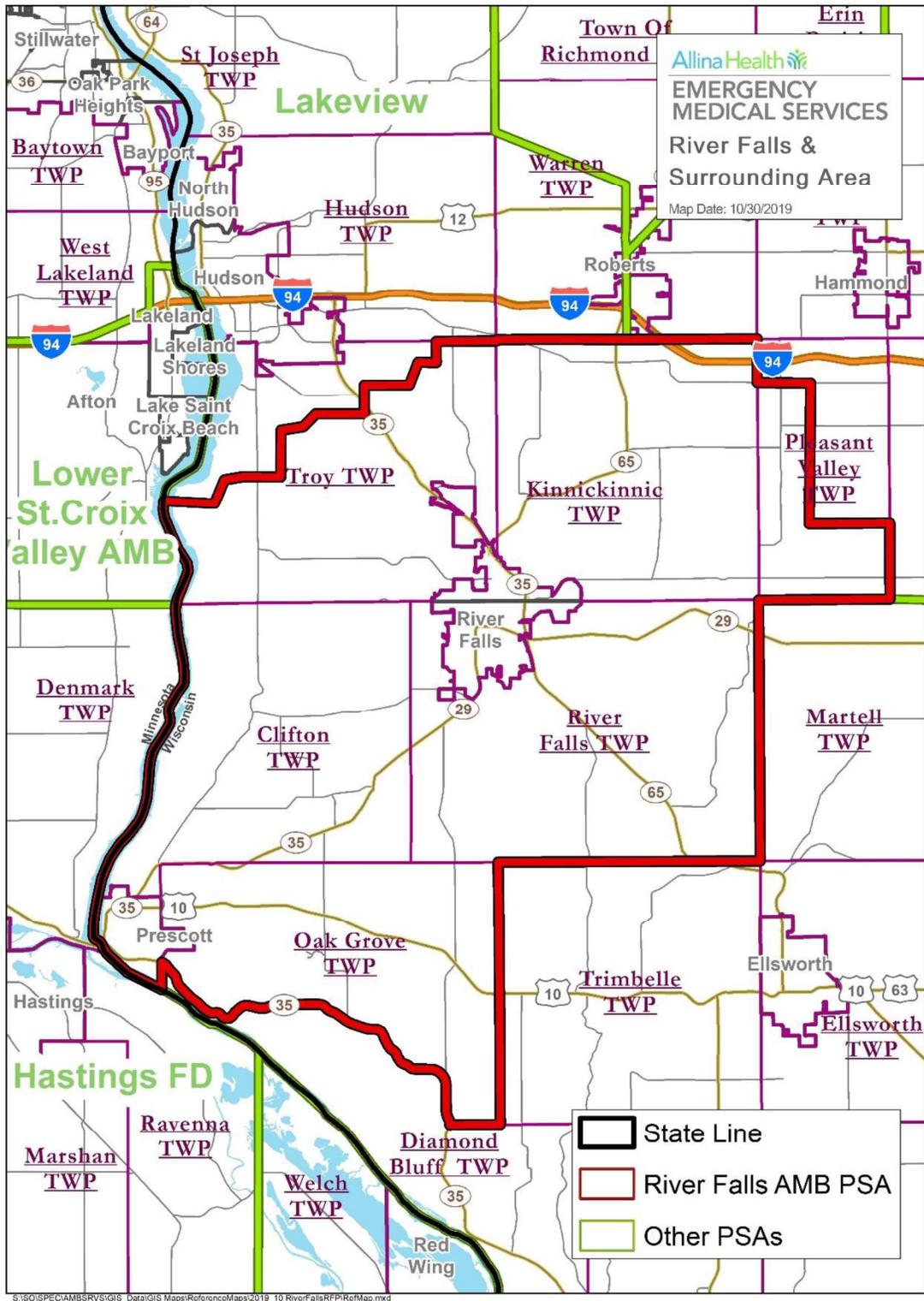


Exhibit B

Mutual Aid and Intercept Agreements

1. Mutual Aid Agreement between Lakeview EMS and River Falls EMS last signed 8/2/2016
2. Tri-County EMS Association Mutual Aid Emergency Response Agreement dated 1/1/2015
3. Advanced Life Support Intercept Agreement between Ellsworth Area Ambulance and River Falls Area Ambulance last signed 8/27/2014
4. ALS Intercept and Reimbursement Agreement between Elmwood Area Ambulance and River Falls EMS signed 9/6/2017
5. Advanced Life Support Intercept Agreement between Spring Valley Area Ambulance and River Falls Emergency Medical Services last signed 9/21/2016

Exhibit C:
Asset Purchase Agreement and Bill of Sale

ASSET PURCHASE AGREEMENT

AGREEMENT made this 7th day of July 2020, by and between **City of River Falls**, a Wisconsin municipal entity (“City”), and **Allina Health System**, a Minnesota non-profit corporation, d/b/a Allina Health Emergency Medical Services (“Allina”), each a “Party” and collectively, the “Parties”.

Recitals

- A. City operates a licensed Ambulance Service pursuant to Wis. Stat. §§256.01 *et sec* and Wis. Admin. Code §§ DHS 110.01 *et. sec*.
- B. The Parties have entered into an Emergency Medical Services Affiliation and Services Agreement dated July 7th, 2020 pursuant to which Allina will provide Ambulance Services on behalf of City in the Primary Service Area (as such term is defined in the Emergency Medical Services Affiliation and Services Agreement). The Emergency Medical Services Affiliation and Services Agreement is incorporated herein by this reference.
- C. City desires to sell and Allina desires to purchase certain Assets of City used by City in the operation its Ambulance Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. SALE AND PURCHASE.

(a) **Included Assets.** City hereby agrees to sell, assign, and transfer to Allina as of the Closing Date, and Allina agrees to purchase and acquire from City, on the terms and subject to the conditions set forth in this Agreement, all of City’s right, title, and interest in and to the tangible assets listed on **Exhibit D** (collectively referred to as the “Assets”), attached hereto and incorporated herein, other than the Excluded Assets as defined in subsection 1(b) below.

(b) **Excluded Assets.** City is not selling to Allina and Allina is not purchasing any assets not specifically identified in subsection 1(a) hereof including, without limitation, the following assets which are hereby specifically excluded from the Assets: (i) City’s Medicare and Medicaid provider numbers, (ii) City’s License, (iii) accounts receivable and income attributable to services provided prior to the Closing Date, (iv) any claim or claims of City arising out of actions relating to the Assets or Ambulance Services of City that occurred prior to the Closing Date and any rights to recovery by City arising

out of litigation relating to the Assets or Ambulance Services that is pending prior to the Closing Date, (v) any medicines, chemicals, or other consumable inventories with an expiration date on or before 90 days after the Closing Date or which may not be sold pursuant to state or federal law; and (vi) all pension, employee retirement benefit plans, and welfare plans (including health reimbursement arrangements).

- (c) Purchase Price. The total purchase price (“Purchase Price”) for the Assets will be \$332,000 which amount will be payable on the Closing Date. The Purchase Price will be decreased based on the value of the applicable Assets as listed in Exhibit D in the event that as of the Closing Date such any asset or assets has been sold or no longer in service or if it is determined that any such asset or assets is not owned in full by City. The Purchase Price is exclusive of sales tax, if any, which must be paid by Allina, if applicable
- (d) No Liabilities to be Assumed. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALLINA DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF THE DEBTS, OBLIGATIONS, OR LIABILITIES OF City, OR ANY AFFILIATE OF CITY, WHENEVER ARISING AND OF WHATEVER TYPE OR NATURE.** In particular, but without limiting the foregoing, Allina will not assume, and will not be deemed by anything contained in this Agreement to have assumed and will not be liable for any liability of City, or any affiliate of City known or unknown, contingent, absolute or otherwise (the “Excluded Liabilities”). Without limiting the foregoing, the Excluded Liabilities will include all liabilities:
- (i) Arising out of any collective bargaining agreement to which City is a party;
 - (ii) For any employee pension plan or any retirement obligations of City;
 - (iii) For any obligation for taxes of any kind, including local or state sales, use, or transfer tax and taxes that may be imposed upon City with regard to the sale or assignment of the Assets pursuant to this Agreement, regardless of when such obligations may become known and due;
 - (iv) For any damages or injuries to persons or property or for any tort or strict liability arising from events, actions, or inactions in the provision of Ambulance Services or the operation of the Ambulance Service prior to the Closing Date.
 - (v) Arising out of any claims, settlements, or litigation arising with respect to the period prior to the Closing Date, whether or not threatened or pending on or before the Closing Date;
 - (vi) For any accounts payable of City or any affiliate of City;
 - (vii) For amounts due or that may become due or owed to Medicare, Medicaid, any other federal or state health care reimbursement or payment intermediary, or

other third party payer on account of Medicare cost report adjustments, settlements, or other payment adjustments attributable to any period prior to the Closing Date, or any other form of Medicare, Medicaid, or other health care reimbursement recapture, adjustment, or overpayment whatsoever, including fines and penalties for or relating to the practices of City related to billing or claims management;

- (viii) Any unpaid wages, FICA, or other employer obligations of City as of the Closing Date, including any paid time off obligations of City.

2. CLOSING. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place on such other date as is mutually acceptable to the Parties (the “Closing Date”).

- (a) Place of Closing. Closing will take place in a manner and place as agreed to by the Parties.
- (b) Closing Documents. At the Closing of the transaction City shall provide Allina a properly executed bill of sale in substantially the form attached hereto as Exhibit E.
- (c) Payment. At the Closing, and upon receipt of an executed bill of sale as set forth in subsection 2(b), Allina shall make payment of the amount due under this Agreement.

3. CITY REPRESENTATIONS AND WARRANTIES. City represents and warrants to Allina that to the best of knowledge of City and its officers and directors and after reasonable inquiry as follows:

- (a) City owns the Assets free and clear from all liabilities, liens, and encumbrances. All of the tangible Assets have been maintained in accordance with normal industry practice, and are in good operating condition and repair (subject to normal wear and tear). City makes no further warranties expressed or implied concerning the condition of the Assets being purchased by Allina. City disclaims any warranty that the Assets are suitable for Allina’s use. Allina agrees to purchase the Assets in “AS IS” condition if City repurchases the Assets from Allina pursuant to the Emergency Medical Services Affiliation and Services Agreement, City will repurchase them “AS IS”.
- (b) City is has all requisite power and authority to own the Assets, to provide the Ambulance Services as they are now being operated, to sell and transfer the Assets to Allina pursuant to this Agreement, and to enter into and perform its commitments under this Agreement and the Emergency Medical Services Affiliation and Services Agreement.
- (c) The execution, delivery and performance of this Agreement by City, and all other agreements or instruments to be executed by City pursuant to this Agreement or the Emergency Medical Services Affiliation and Services Agreement, have been

authorized by proper corporate action and are within its corporate powers. This Agreement constitutes, and such other agreements or instruments executed by City in connection herewith will constitute, the legal, valid, and binding obligations of GHRS, which are, or will be, enforceable against City in accordance with their respective terms.

- (d) City will obtain all consents from third parties and governmental bodies or agencies prior to the Closing Date as necessary for City to enter into the transactions contemplated by this Agreement.

4. **ALLINA REPRESENTATIONS AND WARRANTIES.** Allina hereby represents and warrants to Group as follows:

- (a) Allina is a nonprofit corporation validly existing and in good standing under the laws of the State of Minnesota, and has all requisite corporate power and authority to operate its business as it is now being conducted and to enter into this Agreement and to consummate the transactions contemplated by this Agreement and the Emergency Medical Services Affiliation and Services Agreement.
- (b) The execution, delivery, and performance of this Agreement by Allina and any other agreements or instruments to be executed by Allina pursuant to this Agreement or the Emergency Medical Services Affiliation and Services Agreement have been duly authorized by proper action of Allina and are within its powers. This Agreement constitutes, and such other agreements and instruments will constitute, the legal, valid, and binding obligations of Allina which are, or will be, enforceable against Allina in accordance with their respective terms.
- (c) Allina possesses the immediately available financial resources and capacity to pay the Purchase Price and otherwise perform its obligations under this Agreement.

5. **REPURCHASE.** If the Emergency Medical Services Affiliation and Services Agreement is terminated pursuant to the terms set forth therein, City will have the option to repurchase the Assets for an amount equal to the Purchase Price less any applicable depreciation and Allina agrees to sell the Assets back to City free and clear of all liabilities, liens, and encumbrances. The Purchase Price will be decreased based on the value of the applicable Assets listed in Exhibit A in the event that as of the repurchase such any asset or assets has been sold or no longer in service or if it is determined that any such asset or assets is not owned in full by Allina. The Purchase Price is exclusive of sales tax, if any, which must be paid by City at the time of the repurchase, if applicable.

6. **ARBITRATION.** In the event of a dispute as to the price of the Assets prior to the Closing on the sale of the Assets to Allina or prior to the repurchase of the assets by City, such sale shall not be postponed. The buyer shall pay the seller the price the seller believes the assets are worth and the difference shall be resolved by arbitration. The dispute shall be submitted to binding arbitration through the American Arbitration Association. Arbitration shall be conducted in accordance with the Rules of Commercial Arbitration. The arbitrator must, however, choose either

the price as calculated by City or the price as calculated by Allina, final-offer arbitration. In the event either or both Parties apply to the arbitrator, all Parties shall be bound by, comply with, and perform and fulfill the final award or finding, without recourse to any other court or tribunal except as is necessary to enforce the final award in accordance with the Wisconsin Laws on arbitration.

7. **TERMINATION.** This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing as follows:

- (a) by mutual written consent of Allina and City;
- (b) by Allina, upon written notice to City, if there has been a material misrepresentation by City or material breach of any of City's obligations under this Agreement;
- (c) by City, upon written notice to Allina, if there has been a material misrepresentation by Allina or material breach of any of Allina's obligations under this Agreement;
- (d) by either Allina or City, if any law makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if there is any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation of the transactions contemplated by this Agreement;
- (e) by Allina or City if the Wisconsin Department of Health or any applicable state Board tasked with the oversight of the provision of emergency medical services in Wisconsin prohibits the provision of Ambulance Services by Allina pursuant to the Emergency Medical Services Affiliation and Services Agreement including, but not limited to, if Allina is not granted a license to operate an Ambulance Service in Wisconsin.

8. **COOPERATION.** The Parties agree to cooperate to obtain all necessary consents and transfers of title, as applicable, and to enter into any other agreements between the Parties or third parties to effectuate the intent of this Agreement and the Emergency Medical Services Affiliation and Services Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the Parties hereto and their successors, assigns, executors, and heirs.

10. **AMENDMENT AND MODIFICATION.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing and signed by the Parties hereto.

11. **VALIDITY OF AGREEMENT.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such

invalidity, illegality, or unenforceability in such jurisdiction without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

12. NOTICES. Required notices to Allina shall be in writing, and shall be either hand delivered to Allina, its employees or agents, or mailed to Allina by certified or registered mail at the following address: 167 Grand Avenue, St Paul, Minnesota, 55102 Attention: Vice President. Notices to City shall be in writing and shall be either hand delivered or mailed to City by certified or registered mail at the following address: 222 North Lewis Street. River Falls, WI 54022

CITY OF RIVER FALLS

By: Scot E. Simpson

Its: City Administrator

Date: July 7, 2020

**ALLINA HEALTH SYSTEM d/b/a ALLINA
HEALTH EMERGENCY MEDICAL
SERVICES**

By: Sara J. Criger

Its: Sr VP Operations

Date: July 7, 2020

Exhibit D

Asset Purchase Agreement List of Equipment

\$15,000	Ambulance 6501: A 2011 Chevy 4500 with 77,231 Miles		
\$ 5,000	Ambulance 6502: A 2009 Chevy 4500 with 136,235 miles		
\$35,000	Ambulance 6503: A 2014 Chevy 4500 with 54,056 miles		
\$90,000	Ambulance 6504: A 2016 Chevy 4500 with 35,599 miles		
\$55,000	Ambulance 6505: A 2015 Chevy 4500 with 55,279 miles		
\$18,000	Medic 6507: A 2014 QRV/Interceptor: Ford with 29,754 miles		
\$35,000	Medic 6506: A 2018 QRV/Interceptor: Ford with 2,904 miles		
\$253,000	Vehicle Total		
\$15,000	Cardiac Monitor	Lifepak 15	2017
\$15,000	Cardiac Monitor	Lifepak 15	2017
\$15,000	Cardiac Monitor	Lifepak 15	2017
\$15,000	Cardiac Monitor	Lifepak 15	2017
\$5,000	Compression Device	LUCAS 2	2012
\$5,000	Compression Device	LUCAS 2	2012
\$9,000	Compressions Device	LUCAS 2	2016
\$79,000	Equipment Total		
\$332,000	Vehicle and Equipment Total		

Exhibit E

BILL OF SALE

Know All by These Presents, City of River Falls, a Wisconsin municipal corporation ("Seller"), for good and valuable consideration in the sum of \$332,000 paid by Allina Health System (the "Purchaser"), the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the Purchaser, its successors and assigns, to have and to hold, the following described personal property:

The "Assets" as defined in the Asset Purchase Agreement entered into between Seller and Purchaser dated July 7, 2020.

Seller for itself, and its successors and assigns, does hereby covenant and agree to and with the Purchaser that it is the lawful owner of said personal property, and has good right to sell the same and that the same are free from all encumbrances, except as listed below:

Seller further agrees that it will warrant and defend the sale of said personal property hereby made to Purchaser, against all and every person and persons whomsoever, lawfully claiming or to claim the personal property, subject to encumbrance, if any, hereinbefore mentioned.

In Witness Whereof, Seller has caused this Bill of Sale to be executed in its name on this 7th day of July, 2020.

CITY OF RIVER FALLS

By Scot E. Simpson
Its City Administrator

Signature: Sara J Criger
Sara J Criger (Jul 7, 2020 08:20 CDT)
Email: sara.criger@allina.com

Signature: Scot E. Simpson
Email: ssimpson@rfcity.org

AGREEMENT FOR AMBULANCE SERVICE

THIS AGREEMENT FOR AMBULANCE SERVICE (“Agreement”), is made and entered into effective the 1st day of January, 2021, by and between the City of River Falls, a Wisconsin municipal corporation (“City”) and the Towns of Clifton, Kinnickinnic, Pleasant Valley, River Falls and Troy, Wisconsin (collectively, the “Towns” and each a “Town”).

WHEREAS, the City of River Falls, through the contracting of a non-governmental emergency medical services organization (“EMS Contractor”), provides an emergency medical ambulance service in the City of River Falls; and

WHEREAS, the Towns of Clifton, Kinnickinnic, Pleasant Valley, River Falls and Troy wish to contract with the City of River Falls to ensure the provision of ambulance services to town residents;

WHEREAS, each Town is desirous of receiving emergency medical ambulance services during calendar years 2021-2025 and each Town has an obligation under Section 60.565, *Wisconsin Statutes*, to contract for or to operate ambulance service for its residents. Emergency medical ambulance service is understood to be the resources used to deliver medical care and transportation to those with an unpredicted immediate need outside a hospital or other medical facility.

NOW, THEREFORE, it is mutually agreed between the parties to this Agreement as follows:

1. The EMS Contractor shall, consistent with this Agreement and the agreement between the City and EMS Contractor, provide regular emergency medical ambulance services to the following governmental entities:
 - a. Entire geographic area of the Towns of Kinnickinnic and River Falls;
 - b. Part of the Towns of Clifton, Pleasant Valley and Troy, as set forth in section #4b of this Agreement.
2. This Agreement is effective from the 1st day of January 2021, through December 31, 2025.
3. The Agreement shall be automatically renewed between the City of River Falls and each Town, for two successive three-year periods, except as follows:

- a. On or before June 30 of the last contract year, whether it is the initial term or any subsequent renewal term, River Falls EMS Department of the City of River Falls may provide notice, by certified mail, to a Town or Towns of its intent not to renew this contract with one or more Towns for the following year.
 - b. Each Town may on or before June 30 of the last contract year, whether it is the initial term or any subsequent renewal term, provide notice, by certified mail, to City Clerk, City of River Falls of its intent not to renew the contract for the following year.
4. The parties therefore agree to assist in funding the ambulance service and agree to pay an annual per capita assessment for this purpose. The annual per capita assessment shall reflect, as much as possible, a proportionate amount paid by each jurisdiction contracting for ambulance service.
- a. ASSESSMENTS. Annual per capita assessments shall be based upon the latest population estimates, as of June 1 of the year preceding the effective year of the contract, from the Wisconsin Department of Administration Demographic Service Center, Madison, Wisconsin.
 - b. For each of the contract years 2021-2025, the population figures from the preceding year shall be used:

<u>Rural Jurisdiction</u>	<u>Population</u>
Town of Kinnickinnic	100%
Town of River Falls	100%
Town of Clifton (60%)	60%
Town of Pleasant Valley (50%)	50%
Town of Troy (67%)	67%

- c. Population figures for the Towns of Clifton, Pleasant Valley and Troy are prorated to reasonably reflect that portion of the population lying within the service area.
- f. Each Town, upon receiving notice of the per capita assessment on or before May 1 of the last year of the contract, whether an initial term or any subsequent renewal term, shall have until June 30 of the year of the receipt of the notice to notify the City of its intent to withdraw from participation in the Agreement for the

subsequent calendar year(s). Such notice shall be in writing, sent by certified mail, return receipt requested. The assessment shall be paid in full on or before March 15 of each year, being the year of the contractual obligation between the parties. Failure to pay the assessment in full by March 15 of the contractual year shall be cause for immediate termination of this contract without notice and no further provision of ambulance service to said Town by the City shall be required. The Town shall remain responsible for its per capita assessment under this Agreement for January 1 through March 15 of the contractual year, in the event non-payment and termination occur.

5. The per capita assessment for each year of the initial five-year term shall be:
 - a. 2021 - \$11.00
 - b. 2022 - \$11.00
 - c. 2023 \$11.50
 - d. 2024 \$11.75
 - e. 2025 \$12.00
6. Per capita rates for renewal terms will be provided to the Towns prior to March 1 of the last contract year. These rates can be incorporated to this agreement as an addendum.
7. In addition to the per capita assessment, a fee schedule for base runs, mileage, procedures and disposable supplies will be established from time to time by the EMS Contractor or the EMS Advisory Board, as applicable. In accordance with this fee schedule, individual users of the service within each jurisdiction shall be billed separately for these fee schedule items.
8. Each Town for itself agrees to indemnify and hold City, its officers, contractors, employees, and agents, employees or contractors harmless from any liability claims, damages, costs, judgments, or expenses resulting directly or indirectly from any negligent or willful act, commission, or omission upon the part of said Town, its agents, employees, or contractors, related to or arising out of services performed by City or EMS Contractor under this Agreement, any contractual obligation of City to indemnify EMS Contractor on behalf of said Town, and against all loss by reason of

failure of said Town to fully perform in any material respect, all obligations under this Agreement.

[Signature Page Follows]

AGREEMENT FOR AMBULANCE SERVICES

BETWEEN THE CITY OF RIVER FALLS

AND THE PRESCOTT AREA FIRE AND EMS ASSOCIATION

2021-2025

THIS AGREEMENT FOR AMBULANCE SERVICE (“Agreement”), is made and entered into effective the 1st day of January, 2021, by and between the City of River Falls, a Wisconsin municipal corporation (“CITY”), and the Prescott Area Fire and EMS Association (hereinafter “ASSOCIATION”).

WHEREAS, the ASSOCIATION currently contracts with the CITY, and is desirous of receiving ambulance services from the CITY, or the CITY’s EMERGENCY MEDICAL SERVICES CONTRACTOR (hereinafter “EMS CONTRACTOR”) for the calendar years of 2021 through 2025, and the CITY or its EMS CONTRACTOR is capable of ensuring such ambulance services to the ASSOCIATION; and

WHEREAS, it is mutually agreed by and between the CITY and the ASSOCIATION as follows:

1. The CITY agrees to ensure there are ambulances services within the ASSOCIATION’S ambulance service area pursuant to the terms of the agreement between CITY and the EMS CONTRACTOR.
2. Ambulance services will be provided by the EMS CONTRACTOR.
3. The CITY, through its EMS CONTRACTOR, will ensure the provision of a regularly scheduled ambulance crew 24-hours per day in Prescott. This ambulance will be staffed at the paramedic level most of the time. The CITY’s EMS CONTRACTOR will provide the ambulance and crew. Paramedic capabilities and response will be provided from the River Falls station when there is not a paramedic assigned to, or available at, the Prescott station. The EMS CONTRACTOR will provide ambulance services to all properties within the ASSOCIATION’S ambulance service area. This includes service to following portions of each municipality’s population:
 - a. City of Prescott – 100%
 - b. Town of Oak Grove – 100%
 - c. Town of Clifton – 40%
4. The ASSOCIATION shall provide, at a minimum, an office, crew lounge area, medical supply storage and garage space in Prescott for the personnel and equipment needed at that location. Any required lease or agreement for this space is to be executed directly between the ASSOCIATION and the EMS CONTRACTOR.

5. The ASSOCIATION agrees to pay the CITY the annual per capita rate for each year of the calendar year 2021-2025 contract term, for the portion of populations identified in section #3a-c, as follows:
 - a. 2021 - \$19.00
 - b. 2022 - \$19.00
 - c. 2023 - \$20.00
 - d. 2024 - \$20.50
 - e. 2025 - \$21.00
6. Payment for ambulance services shall be due according to the following schedule: 50% due by March 31st of each year, and the remaining 50% by September 30th of each year.
7. The term of the Agreement shall be January 1, 2021 through December 31 of 2025. This Agreement may be automatically renewed for two successive three-year periods, except as follows:

On or before June 30 of the last year of the contract period, whether it is the initial term or any subsequent renewal term, either party may provide notice, by certified mail, to the other party of its intent not to renew this contract for the following year.

8. The ASSOCIATION agrees to indemnify and hold the CITY and the EMS CONTRACTOR, and their respective officers, contractors, employees, and agents, employees or contractors harmless from any liability claims, damages, costs, judgments, or expenses resulting directly or indirectly from any negligent or willful act, commission, or omission upon the part of the ASSOCIATION, its agents, employees, or contractors, related to or arising out of services performed by the CITY or the EMS CONTRACTOR pursuant to this Agreement, the agreement between the CITY and EMS Contractor for the provision of ambulance and emergency medical services, and against all loss by reason of failure of the ASSOCIATION to fully perform in any material respect, all obligations under this Agreement. ASSOCIATION acknowledges and agrees the CITY has the authority to require ASSOCIATION to indemnify and hold EMS CONTRACTOR, and its officers, contractors, employees, and agents, employees or contractors harmless on the terms set forth in the agreement between the CITY and the EMS CONTRACTOR for the provision of ambulance and emergency medical services.

NOW THEREFORE, the parties have hereto cause these presents to be signed and executed by the City Administrator and City Clerk of the first part, this _____ day of _____, 2020 and the Chairman and Clerk of the party of the second part, this _____ day of _____, 2020.

CITY OF RIVER FALLS

**PRESCOTT AREA FIRE AND
AMBULANCE ASSOCIATION**

Scot Simpson, City Administrator

_____, Chair

Amy White, City Clerk

_____, Clerk



MEMORANDUM

TO: EMS Advisory Board Members

FROM: Jason E. Stroud, Assistant City Administrator

DATE: August 3, 2020

RE: Future role/scope of EMS Advisory Board

RECOMMENDED ACTION

Staff does not have a specific recommendation; staff recommends the Board consider the future applicability of the current EMS Advisory Board and work towards developing a consensus recommendation regarding the future of this Board.

BACKGROUND

The membership, organization, and the powers and duties of the EMS Advisory Board are stipulated in Chapter 2.52 of the City Code of Ordinances.

DISCUSSION

The current powers and duties of the EMS Advisory Board will likely not be applicable given the service agreement with Allina Health EMS. The City Council, with the support of the EMS Advisory Board, and Allina have developed a service agreement that will negate some of these Board powers and duties. Once transitioned, the provisions of the service agreement are what Allina will need to comply with.

Considerations that should be considered in the coming months, include:

- Whether or not a codified EMS Advisory Board is needed or if there is an alternative that should be considered?
- If there is to be an EMS advisory body, what form should it be and what should the membership, powers and duties be?

CONCLUSION

Staff would like the Board to share some thoughts, concerns and questions related to this matter so staff can begin to develop recommendation(s) on the topic for follow up with the Board. Staff would like to submit a final recommendation for consideration to the Mayor and Council this winter.

Current Ordinance

Chapter 2.52 - EMERGENCY MEDICAL SERVICES ADVISORY BOARD[2]

2.52.010 - Membership.

The emergency medical services advisory board shall consist of seven members. One of the seven members shall be an alderperson, who shall serve on the board without additional compensation and for whose term shall be for one year. At least three of the remaining six members shall be residents of the City of River Falls and the remaining members from the service area with an interest in EMS and/or members with a medical background.

(Ord. No. 2016-06 , § 2, 6-14-2016; Ord. No. 2017-15 , § 1, 7-11-2017)

2.52.020 - Manner of appointment.

A. Members of the board shall be appointed by the mayor, subject to confirmation by the common council, to three-year terms. The initial terms will commence on May 1, 2016.

B. The terms of the board members first appointed shall expire successively, two each year, on the first Monday in May. Succeeding appointments shall commence on May 1 of the year of appointment.

C. No person shall be appointed to the board who is a member of the River Falls Emergency Medical Service or related by blood or marriage to a full-time employee of the River Falls Emergency Medical Service.

2.52.030 - Vacancies.

Vacancies shall be filled by appointment by the mayor for the balance of the term in the same manner as full-term appointments.

2.52.040 - Organization.

Compare versions

A. Members of the board will elect a chairperson at the first regular meeting after May 1 of each year. The chairperson shall perform such other duties as may be prescribed by direction of the board or by resolution of the common council. The board will select a vice chairperson to act in the absence of the chairperson.

B. Chairperson: The duties of the chairperson shall be to:

1. Preside at all meetings of the board;
2. Communicate the direction of the City of River Falls Emergency Medical Services Advisory Board; and
3. Perform the duties as may be prescribed by the direction of the board, or by resolution of the common council.

C. The board shall hold at least one regular meeting every two months, plus other meetings as needed, to perform its duties. A quorum shall consist of a majority of the members with all actions requiring a majority vote of the total membership.

D. The board members shall receive such salary or other compensation as may be fixed from time to time by the common council.

2.52.050 - Powers and duties.

A. The board shall review the powers and duties annually and when changes are needed.

- B. The board shall review the EMS business plan annually and make recommendations to the common council.
- C. The board shall approve operation policies excluding medical direction guidelines and protocols.
- D. The board shall review the EMS service area boundary and make recommendations for boundary extensions/retrenchment.
- E. The board shall review the department's service levels.
- F. The board shall serve as the customer advocate by listening to the community members' concerns, desires and needs.
- G. The board shall meet with the common council annually or at other times as necessary.
- H. The board shall provide two members to the hiring committee for the EMS director position.

2.52.060 - Reports and minutes.

Approved minutes of the board meetings shall be filed with the city clerk on a regular basis.