

AGREEMENT

for

EMERGENCY AMBULANCE SERVICE

by and between

COLUMBUS AREA EMERGENCY MEDICAL SERVICES GROUP

and

LIFESTAR EMERGENCY MEDICAL SERVICES, L.L.C.

January 1, ~~2021-2026~~ to December 31, ~~2025~~ 2030

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INTRODUCTION AND RECITALS

THIS AGREEMENT is entered into this ~~29th day of December, 2020~~ ^{3rd day of September,} by and between the COLUMBUS AREA EMERGENCY MEDICAL SERVICES GROUP, a Group composed of municipalities in Columbia, Dane and Dodge Counties in the State of Wisconsin, (Group) and LIFESTAR EMERGENCY MEDICAL SERVICES, L.L.C., a limited liability company, (Contractor).

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WITNESSETH:

WHEREAS, pursuant to the Wisconsin Statutes, Group may contract with independent contractors for the furnishing of emergency medical transport services to or for Group; and

WHEREAS, pursuant to the Wisconsin Statutes and an Intergovernmental Agreement dated May 18, 2011, as amended, (IGA), Group may contract with an ambulance provider through a process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, Group has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in the Wisconsin Statutes; and

WHEREAS, Group negotiated a process in light of satisfactory performance of the Contractor for the past ten (~~40~~ ¹⁵) years; and

WHEREAS, Group has determined that all requests for emergency ambulance service shall be met by advanced life support (ALS) equipped and staffed ambulances; and

WHEREAS, Group has complied with all the Wisconsin Statutes and regulations governing the designation of an exclusive provider of emergency ambulance services in Columbia County;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION I: CONTRACT ADMINISTRATION

Columbus City Administrator shall serve as the Contract Administrator, and shall represent the Group in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the Group. The Contract Administrator or her/his designee may:

- A. Audit and inspect the Contractor's operational and patient care records, except as limited by HIPAA rules and regulations, upon reasonable notice and at reasonable times.
- B. Monitor the Contractor's emergency medical service (EMS) delivery for compliance with standard of care as defined through law, medical protocols, and policies.
- C. Provide advisory guidance, as the Contract Administrator deems appropriate.

SECTION 2: TERM OF AGREEMENT

- A. Term. The term of this Agreement shall commence at 12:01 a.m. on January 1, ~~2024~~ 2026 and shall terminate at 12:00 p.m. on December 31, ~~2025~~ 2030. The period starting at 12:01 a.m. on January 1, ~~2024~~ 2026 shall be known as the "Service Period".
- B. Automatic Renewal. This Agreement shall automatically renew for additional one (1) year periods on the same terms unless written notice is delivered by one party to the other on or before July 1st immediately prior to the end of the then-current Agreement term.

SECTION 3: DOCUMENTS CONSTITUTING CONTRACT

The following documents are made a part hereof and by reference into this Agreement; provided, however, that this Agreement supersedes any inconsistent provision of these documents:

- The Intergovernmental Agreement of May 18, 2011; and all Amendments made thereto.

No addition to or alteration of the terms of this Agreement and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement.

SECTION 4: COMPENSATION OF CONTRACTOR

- A. Group, via the paying agent; that is, the City of Columbus, shall pay Contractor the base sum of ~~\$206,400 in equal installments of \$17,200~~ \$287,478 in equal installments of \$23,956.50 per month due and payable on the fifth (5th) day after the first City of Columbus council meeting of each month beginning in January of ~~2024~~ 2026. Beginning in January of ~~2022~~ 2027 the sum paid to the Contractor shall increase by ~~2 percent (2%)~~ 3 percent (3%) over the base contract, ~~and shall be in effect until January of 2024~~. Beginning in January of ~~2024~~ 2028 the sum paid to the Contractor shall increase by an additional ~~2 percent (2%) over the 2022~~ 3 percent (3%) over the 2027 contract price. The annual subsidy amount for 2029 and 2030 shall be mutually negotiated between Group and Contractor in 2028, and shall be in effect until termination of the Agreement. Late payments shall accrue interest at the rate of 1.5% per ~~annum~~ month.
- B. Contractor is hereby authorized to charge and collect user fees for services originating within the Contract Service Area as initially established and as adjusted from time to time according to the provisions of this Agreement. Upon commencement of this Agreement, Contractor may employ and revise from time to time without approval from Group, a schedule of user fee charges as attached and as may be amended by up to five percent (5%) ~~once-annually~~ during the term of this Agreement. User fees may be further increased by Contractor such that they exceed five percent (5%), only with the approval of the Group.
- C. State Funding Assistance Program Grant – Contractor may use this program in its performance of obligations under this Agreement, and the Group agrees to support

Contractor by providing information and other assistance as reasonably requested to aid Contractor in utilizing this program. Any funds obtained through the use of this program shall be retained by Contractor.

- D. TRIP - Contractor may use this program in its performance of obligations under this Agreement, and the Group agrees to support Contractor by providing information and other assistance as reasonably requested to aid Contractor in utilizing this program. Any funds obtained through the use of this program shall be retained by Contractor.

SECTION 5: CONTRACT RESPONSE AREA

5.1 DESCRIPTION.

Description of the Contract Response Area is attached hereto as Exhibit A. Map of Contract Response Area is attached hereto as Exhibit B.

5.2 COVERED TRANSPORTS.

All of the following transports originating in the Contract Response Area shall be referred to the Contractor and Contractor shall provide all responses and ground transports as follows:

- A. Made in response to 911/Public Service Answering Point (PSAP) requests.
- B. Made in response to requests for emergency ambulance service made directly to the ambulance service from a private telephone call without going through an authorized 911/PSAP.
- C. Any other request for service requiring an emergency ground ambulance response, as defined by Columbia County 's Fire/EMS Dispatch policies, procedures, protocols and standards.

SECTION 6: NOTICES

All notices, demands, requests, consents, approvals, waivers, or communications (notices) that either party desires or is required to give to the other party or any other person shall be in writing and either personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

To Group: Linda Henning, Secretary
Columbus Area Emergency Medical Services Group
W1514 County Road Z
Fall River, WI 53932

To Contractor: Michael Krueger, President
Lifestar Emergency Medical Services, L.L.C.
Post Office Box 113
West Bend, WI 53095

With a copy to: Schloemer Law Firm, S.C.
Attn: Attorney Amanda N. Follet
143 S. Main Street, Third Floor
West Bend, WI 53095

SECTION 7: CONTRACTOR OBLIGATIONS AND PERFORMANCE STANDARDS

7.1 SUMMARY OF OBLIGATIONS.

During the term of this Agreement, the Contractor shall:

A. Provide prehospital emergency medical care and transport services in response to emergency medical calls within the Contract Response Area twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.

1. The first response ambulance shall be staffed by at least one EMT- Paramedic and by one EMT-Basic. The backup response ambulance shall be staffed by at least one Advanced EMT and one EMT- Basic.
2. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by this Agreement, be equipped and staffed to operate at the advanced life support (paramedic) level on first ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the Contractor's Policies and Procedures.

Services and care delivered must be evaluated by the Contractor's internal quality improvement program in order to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable and comply with Section 7.2.1 of this agreement, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.

B. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement.

- C. Furnish supplies and replacements for use by the Contractor's personnel.
- D. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited.
- E. Comply with all training requirements established by the State of Wisconsin.
- F. Comply with Columbia County Fire/EMS Dispatch policies, procedures, protocols and standards.
- G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment.
- H. Submit, in a timely manner, reports which are supported by documentation or other verifiable information, as required by the Group.
- I. Respond to Group's inquiries about service and/or complaints within three business days of notification.

7.2 OPERATIONS.

7.2.1 Response Time.

- A. Response Time Performance. Contractor's response times are a key measurement of performance. This measurement is the determining factor which drives the placement and redeployment of Contractor's resources throughout the Contract Response Area.
 - 1. Each incident will be counted as a single response regardless of the number of units that respond.
 - 2. The Contractor shall use generally accepted industry standards and practices to minimize variations or fluctuations in response time performance.
- B. Response Time Standards. Standards shall be based on the zone where the destination of an ambulance is located. Map of Zones is attached hereto as Exhibit B.
 - 1. Zone A: Response time for first response ambulance for all destinations within Zone A shall be no more than six (6) minutes. Response time for backup ambulance shall be no more than eight (8) minutes.
 - 2. Zone B: Response time for first response ambulance for all destinations within Zone B shall be no more than fourteen (14) minutes. Response time for backup ambulance shall be no more than seventeen (17) minutes.
 - 3. Zone C: Response time for first response ambulance for all destinations within Zone C shall be no more than eighteen (18) minutes. Response time for backup ambulance shall be no more than twenty-one (21) minutes.

Failure to maintain 90% compliance with the response times set forth above, when viewed from any 6-month period, shall constitute a breach of this agreement and shall provide a basis for termination of the agreement.

C. Response Time Exemptions. Failure to comply with response time standards may be excused in the following situations:

1. Multiple units to the same scene.
2. Severe inclement weather conditions which impair visibility or create other unsafe driving conditions.
3. Call reduced from Code-3 to Code-1 or 2 by on-scene responders or by the dispatcher in accordance with Contractor's Policies and Procedures.
4. Wrong address provided by the requesting party or non-contractor dispatcher.
5. Unavoidable delay caused by road construction.
6. Material change in dispatch location after the initial dispatch is recorded as dispatched.
7. Mutual Aid call.
8. Unavoidable delay caused by train blocking roadway.
9. Radio or pager problems outside of the Contractor's control that prevent effective communications.

Exception shall be granted at the discretion of the Group upon written request of Contractor. Contractor shall file a request for each response time exception on a monthly basis with the Contract Administrator within fifteen (15) business days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

D. Response Time Calculations. Response times shall be calculated from the hour and minute and second the call is received by the Contractor on its pagers to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed advance life support unit.

E. Applicable Calls. Response time standards shall apply to all emergency ambulance requests.

F. Quality Assurance. Contractor shall establish and maintain a system to identify response time performance problems in order to identify underlying causes and to mitigate them. The posting plan, ambulance schedules, and the number of hours deployed will be reviewed and adjusted as needed.

G. Performance Reports and Adjustments.

1. Within fifteen (15) business days following the end of each month, the Contractor shall submit a written report to the Contract Administrator identifying each emergency call:
 - a. That did not meet response time standard;
 - b. That was not handled by an ALS ambulance;
 - c. That an ambulance was requested and was not able to respond except in the cases of mutual aid and intercept requests, which shall not be reported; and
 - d. That failed to properly report times necessary to determine response time, on-scene time, and transport time.
 - e. Standby requests shall be reported monthly by the Contractor to the Contract Administrator and monitored for proper utilization and impact on response times.

The Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

Within seven (7) business days of occurrence, the Contractor shall notify the Contract Administrator of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit .

~~2. Performance Standards (Table 7) Minimums for Critical Response Times~~

Criteria	Credit/Penalty per Month
95% and above	\$ 500.00 credit
90% to 94.99%	None
85% to 89.99%	\$ 500.00 penalty
80% to 84.99%	\$1,000.00 penalty
75% to 79.99%	\$1,500.00 penalty
74.99% and below	\$2,000.00 penalty

- H. Air Ambulance/Air Rescue Services. The Group reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the Contract Response Area for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights within the Contract Response Area. Prehospital utilization of such services is based upon Contractor's Policies and Procedures.
- I. Standbys. When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency incidents within the Contract Response Area at the request of the

on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to the personnel of the requesting agency or to the general public.

J. Special events:

1. If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.
2. Contractor shall not be precluded from performing other outside work, such as non-emergency medical transfers.
3. Nothing herein shall excuse contractor from satisfying its obligations under the terms of this Agreement.

7.2.2 Dispatch Requirements.

Contractor shall ensure that all communications with its ambulance units is conducted in a manner consistent with Columbia County Fire/EMS Dispatch policies, procedures, protocols, and standards.

7.2.3 Equipment and Supplies.

- A. Ambulances. Ambulances shall meet or exceed the current Federal KKK Standards at the time of the vehicles' original manufacture, except where such standards conflict with State of Wisconsin standards, in which case the state standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Wisconsin. Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of the Contract, including their license and vehicle identification numbers upon request.
- B. Ambulance Equipment and Supplies. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances. Contractor shall be responsible for stocking all expendable supplies including medications. All medical equipment shall be in good repair and safe working order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system, unless supplies are not available due to circumstances beyond Contractor's control.
- C. Radio Communications. Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with Columbia and Dodge County receiving facilities, fire agencies, and public safety agencies. Contractor shall ensure that each ambulance unit utilized in the performance of services under this Agreement is equipped with emergency alerting

devices capable of being used to notify ambulance personnel of response need and radio communications equipment compatible with communications equipment sufficient to meet or exceed the requirements of Columbia and Dodge County Fire/EMS Dispatch policies, procedures, protocols and standards. Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center. Contractor shall ensure that each ambulance unit utilized in the performance of services under this Agreement is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need and radio communications equipment sufficient to meet or exceed the requirements of Columbia and Dodge County Fire/EMS Dispatch policies, procedures, protocols and standards.

- D. Vehicle Maintenance Program. The Contractor's vehicle maintenance program shall be designed and conducted so as to achieve generally accepted industry standards of reliability appropriate to a modern emergency service. The Contractor, or its designee, shall maintain all ambulances. Vehicles shall be kept in generally accepted industry standard working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service. The Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the Contract Administrator. Records of vehicle maintenance shall be submitted to the Contract Administrator within five (5) business days of request with such requests being permitted once per quarter. Interior and exterior appearance of vehicles shall meet generally accepted industry standards and practices.

7.2.4 Disaster Preparedness.

- A. Disaster Plan. Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to contact and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- B. Mutual Aid. To the extent that the Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the Contract Response Area, the Contractor shall render immediate Mutual Aid to those providers of emergency medical services operating within adjacent areas in and out of Columbia County in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.
- C. Disaster Planning. The Contractor shall actively participate with the City of Columbus and Columbia and Dodge Counties in disaster planning. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in

any local disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

D. Disaster Response. If a disaster declaration is made, the Group via the Secretary, may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:

1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties. At the scene of such disasters, Contractor personnel shall perform at the direction of and in coordination with the incident commander for the disaster response.
2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
3. During the course of a disaster, the Contractor shall use generally accepted industry standards and practices to maintain emergency service throughout the Contract Response Area and shall suspend or ration non-emergency transport work as necessary.
4. The municipality shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The municipality shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.

E. At the scene of an accident, disaster, or similar incident, the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure.

7.2.5 System Committee Participation.

The Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the Group.

7.2.6 Community Education/Prevention.

A. Contractor shall participate in a public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction and general health and safety promotion.

- B. Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), disaster preparedness, injury prevention, seat belt and helmet use, infant/child car seats, and injury prevention for elders. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. The Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs. Contractor is encouraged to support child safety seat inspection programs with allied agencies.
- C. As part of the Annual Report, Contractor shall provide Group a report outlining all community education activities over the preceding twelve (12) month period.

7.2.7 EMS training Programs.

- A. The Contractor shall make a good faith effort to participate in training programs in collaboration with member municipality police and fire departments and other public agencies. These may include, but not be limited to, joint training exercises and providing of instructors for training courses, evaluators for EMT and first responder testing, and similar activities.
- B. As part of the Annual Report, Contractor shall provide Group with a report outlining all participation in training programs, including joint training with member municipality police and fire departments over the preceding twelve (12) month period.

7.2.8 Other Community Service Programs.

- A. Contractor shall participate in other community service programs, as mutually agreed, such as providing free or discounted ambulance standbys at youth sporting events and community events.
- B. As part of the Annual Report, Contractor shall provide Group with a report outlining all community standby activities over the preceding twelve (12) month period.

7.3 PERSONNEL.

7.3.1 Clinical Staffing Standards.

The Group expects the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable state and local laws and regulations. All persons employed by the Contractor in the performance of work shall be competent and shall hold appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. The Contractor may be held accountable for its employees' licensure, performance and actions.

- A. Ambulance Staffing. The first response ambulance shall be staffed by at least one EMT-Paramedic and by one EMT- Basic personnel. The backup response ambulance shall be staffed by at least one Advanced EMT and by one EMT-Basic personnel. The first response staff shall be located at the ambulance facility on a 24/7 basis. The backup response staff shall be on call on a 24/7 basis. Contractor shall issue to all ambulance staff and field interns a photo identification card. Contractor shall ensure that all on-duty ambulance personnel have in their possession a valid Contractor photo identification card.
- B. Additional Certifications. All paramedic ambulance personnel shall be currently certified in:
1. Advanced Cardiac Life Support (ACLS); and
 2. Pediatric Advanced Life Support (PALS) or Pediatric Education for Prehospital Personnel (PEPP)
- C. In-Service Training, Continuing Education and Driver Training. Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
- D. Management and Supervision. Contractor shall provide the management personnel necessary to administer and oversee the emergency ambulance service. There shall be one (1) shift supervisor on duty at all times. The shift supervisor will supervise Contractor personnel, ambulance deployment and operations and will be available as a resource to subcontractors in the provision of their deployment and performance.
- E. Orientation of New Personnel. Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, an EMS System overview; Contractor's Policies and Procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; emergency response areas within the Contract Response Area and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to the Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.
- F. Preparation for Multi-Casualty Response. Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the Columbia County MABAS. Contractor shall ensure that its personnel are trained as follows:
1. Hazardous materials first responder awareness training for all field employees.
 2. Hazardous materials first responder awareness training for field supervisors, alternative field supervisors, and field training officers.
 3. NIMS training for all field employees.

4. Hazardous materials basic awareness weapons of mass destruction program for all field employees.
5. ICS 700 for all field employees.
6. ICS 700 training for shift supervisors, alternates, and field training officers.

7.3.2 Compensation and Working Conditions for Ambulance Personnel.

- A. Work Schedules and Conditions. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel are not fatigued to an extent that might impair their judgment or motor skills.
- B. Compensation/Fringe Benefits. Group expects Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Group encourages Contractor to establish creative programs that result in successful recruitment and retention of personnel.
- C. New Employee Recruitment and Screening Process. The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel.
- D. Critical Incident Stress Management. The nature of work in emergency medical services may produce stress in prehospital care personnel. Contractor should provide a Critical Incident Stress Management Program (CISMP) and an Employee Assistance Program (EAP) for its employees.

7.3.3 Safety and Infection Control.

- A. Contractor shall provide personnel with training and equipment as necessary to protect from illness or injury when responding to an emergency medical request.
- B. Contractor shall notify the Group within five (5) business days of any State of Wisconsin/Occupational Safety and Health Administration (OSHA) major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress against Contractor's Columbia County operations.
- C. The Contractor shall have an Exposure Control Plan that complies with all OSHA requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

7.4 INQUIRIES AND COMPLAINTS.

- A. Inquiries and Complaints. Contractor shall provide prompt response and follow- up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- B. Miscellaneous:
 - 1. Contractor shall immediately notify the Secretary of filed complaints, claims or lawsuits based upon violations of state and local laws and regulations or any other event or set of circumstances which would create a likelihood of a cause of action against Contractor, Group or a member municipality.
 - 2. Contractor shall cooperate fully with the Group and/or the State of Wisconsin in the investigation of an incident or unusual occurrence.

7.5 DATA AND REPORTING.

- A. Contractor will submit required data elements in an electronic format mutually acceptable to the Group and the Contractor.
- B. Use and Reporting Responsibilities:
 - 1. The information submitted shall contain all EMS responses and certain user records. These patient records shall contain a unique identifier for each user (e.g., Patient Care Report (PCR) number), prehospital personnel for the response, insurance type (e.g. private insurance, Medicare, Medicaid, Self-Pay), and disposition.
 - 2. Contractor shall maintain current records related to EMT licensing, accreditation, certification, and continuing education. Upon request, Contractor shall provide Group with a list of EMTs currently employed by the Contractor. Information shall include, but not be limited to, name and EMT certification number.
- C. Contractor shall complete, maintain, and provide to Group on a monthly basis:
 - 1. Number of emergency responses.
 - 2. A complete listing of all service complaints received and their disposition/resolute.
 - 3. Contractor will make its system improvement information available to Group on as "as requested" basis.
 - 4. Mutual aid calls requested by Lifestar.
- D. Contractor shall complete, maintain, and upon request, make available to the Group within five (5) business days of request, copies of:

1. Personnel records related to requirements hereunder (including current licensure and certification), subject to employee privacy rights, and subject to redaction of privileged and confidential information.
2. Equipment and vehicle maintenance reports.

E. Audits and Inspections:

1. Contractor shall retain and make available for inspection by the Group during the term of this Agreement and for at least a three-year period from expiration of this Agreement all documents and records required and described herein, at reasonable times and with reasonable notice.
2. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Contract Administrator (or designee approved by Group), including Contractor's Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for the Columbus Area EMS Group examination and audit, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, and other data related to all matters covered by the contract provided release of liability waiver has been signed. Provided, however, that the obligations hereunder shall not interfere with Contractor's duties and shall not increase the duties or burden of Contractor hereunder; provided further that the Columbus Area EMS Group acknowledges this requirement will be limited by HIPPA requirements; provided further, all observations shall be scheduled as mutually agreed, and Contractor reserves the right to refuse to allow any individual to observe if Contractor reasonably believes such observations would affect Contractor's ability to perform its duties hereunder or comply with HIPPA or other requirements.
3. Group's representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation and ride as a "third person" on any of the Contractor's ambulance units; provided, however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship provided a release of liability has been signed by the representative of the Group participating in the ride along.
4. The Group's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

F. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191:

1. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient or related to EMS operations.

2. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U. S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

7.6 SUBCONTRACTS.

7.6.1 Relationships and Accountability.

Should the Contractor utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from Group, and provide assurance to the Group that each of the subcontractor(s) is professionally prepared for and understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the subcontractor(s).
- C. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the Group in monitoring compliance of subcontractors with contractual and system standards.

7.6.2 General Subcontracting Provisions.

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to Group.

- A. Contractor has legal responsibility for performance of all terms of this Agreement including those subcontracted.
- B. Nothing in this Agreement, or in any subcontract, shall preclude the Group from monitoring the EMS activity of any subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the Group before any subcontract may be modified.
- D. The Contractor shall assure that the subcontractors cooperate fully with the Group.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

7.6.3 Performance Criteria.

All subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance. Subcontracts shall provide that paramedic and EMT first responders shall work cooperatively and supportively in the provision of care by the Contractor on-scene, and shall if requested by Contractor personnel, assist in providing care en-route to the receiving facility.

7.7 INSURANCE REQUIREMENTS.

Contractor, at its sole cost and expense, shall obtain maintain, and comply with all Group insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Group's counsel and shall be primary coverage as respects Group.

A. Types of Insurance and Minimum Limits:

- 1. General Liability. Contractor shall obtain and keep in force during the term of this Agreement, general liability insurance issued by an insurance company authorized to do business in the State of Wisconsin or a statutorily permissible self-insurance program, insuring Group against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of any law of the State of Wisconsin or the United States. Said comprehensive or commercial general liability shall be in the sum of not less than \$1 million for combined single limit bodily injury and property damage, with a \$3 million aggregate policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.

2. Professional Liability. Contractor shall obtain and keep in force during the term of this Agreement, contract professional liability insurance issued by an insurance company authorized to do business in the State of Wisconsin or a statutorily permissible self-insurance program, insuring Group against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of any law of the State of Wisconsin or the United States. Said professional liability insurance shall be in the sum of not less than \$1 million/\$3 million primary coverage.
3. Automobile Insurance. Contractor shall obtain and keep in force during the term of this Agreement comprehensive automobile liability insurance for each of the Contractor's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of Wisconsin or a statutorily permissible self-insurance program, insuring Group against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of any law of the State of Wisconsin or the United States. Said comprehensive automobile liability policy shall be in the sum of not less than \$1 million / \$3 million for combined single limit bodily injury and property damage.
4. Worker's Compensation Insurance. All employees of the Contractor must be covered by a Worker's Compensation insurance policy, in the minimum statutorily-required coverage amounts.

B. Other Insurance Provisions.

1. Additional Insured. Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the Group as additional insured for general liability, professional liability, and auto liability.
2. Hold Harmless. Contractor shall indemnify, defend and hold harmless the Group, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this Agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by Group's fault or negligence. Group shall give Contractor notice of any claim within thirty (30) days of Group's receipt of said notice and Group shall tender any legal action filed against Group to Contractor within seven (7) days of receipt of any such action.
3. Evidence of Insurance. Prior to the starting date of this Agreement and during the term of this Agreement, Certificates of Insurance indicating compliance with all insurance requirements shall be filed with the Group.

~~7.8 — PERFORMANCE SECURITY.~~

~~Group, via the Secretary and the Columbus City Treasurer, shall hold and maintain throughout the term of this Agreement, performance security in the amount of \$50,000 cash, performance~~

[illegible]

7.9.1 General Provisions.

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All reports provided by Contractor shall be in accordance with generally accepted accounting principles and be based on an accrual system.
- C. Fiscal year for reporting purposes of this Agreement will be January 1st to December 31st for each year of this Agreement period.
- D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of three (3) years from the end of the reporting period to which they pertain. Contractor will provide the Contract Administrator or his designee access to all records for analytical purposes.

7.9.2 Billing and Collections.

Medicare/Medicaid – Contractor shall accept Medicare and other federal and state insurance assignment.

QUALITY CONTROL.

- A. Quality Improvement Program. The Contractor shall establish a comprehensive emergency medical services system Quality Improvement (QI) Program. The program shall be an organized, coordinated, multi-disciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated.
1. Review its QI program annually for appropriateness to the Contractor's operation and revise as needed.
 2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the Contractor's Medical Director.
 3. In the Annual Report submit information to the Group to show compliance with the approved plan and areas for improvement.

If the State of Wisconsin EMS Section promulgates regulations or guidelines that address EMS quality improvement planning or activities, the Contractor shall amend its plan to comply with these requirements.

- B. Medical Director. Contractor shall retain a medical director who shall be a board certified emergency physician in the State of Wisconsin and who shall monitor the activities of Contractor's training department, to include continuing education programs and the preceptor program and shall advise Contractor regarding field operations and prehospital medical care. Contractor's medical director shall cooperate with City of Columbus's Health Officer and the Prairie Ridge Hospital medical staff.
- C. Patient Preference Policy. It is the Group's understanding that on the subject of patient hospital choice the preference is to transport a patient to the hospital of their choice. There are times when transporting to the hospital of the patient's choice is not possible, practical, or in the patient's interest. Such circumstances are, but not limited to:
1. The patient is unstable and transport to the nearest hospital is necessary to stabilize the patient.
 2. The patient is combative and making the transport hazardous for the EMS crew.
 3. When only one ambulance is covering the 911 territory and the length of time to transport to a more distant hospital will keep the ambulance from the coverage area.
 4. Road conditions are hazardous.
 5. There are other circumstances when going to the hospital of further distance may be advisable. In the event of these circumstances, the patient will be consulted to obtain permission to transport to a more appropriate hospital. Such circumstances are, but not limited to:
 - a) Traumatized patients that would be served going to a Level 1 Trauma Center.
 - b) A patient with a diagnosed ST elevation MI (STEMI) that will most likely need a cardiac catheterization procedure only available at cardiac centers such as in Madison.
 - c) A stroke patient if policy dictates.
 6. Decision by the Medical director at receiving facility.

SECTION 8: DEFAULT AND TERMINATION OF CONTRACT

If either party is in default (Defaulting Party) under any term or condition of this Agreement, the other party (Non-Defaulting Party) may give the Defaulting Party written notice of said default and require the Defaulting Party to correct or cure the default within fifteen (15) days of receipt of such notice. In the event the Defaulting Party fails to correct or cure the default within said period, the Non-Defaulting

Party may, at its election, terminate this Agreement upon written notice of termination delivered to the Defaulting Party; provided, however, that any such termination shall have no effect on amounts due for services performed prior to termination of this Agreement.

SECTION 9: MISCELLANEOUS

9.1 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

Contractor shall exonerate, indemnify, defend, and hold harmless Group from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including without limitation, all attorney's fees and related expenses, whether before, at or after trial or on appeal, which the Columbus Area EMS Group may sustain or incur or which may be imposed upon it for injury to or death of persons, or damages to property as a result of, or arising out of, or in any manner connected with Contractor's performance under the terms of this Agreement, excepting any liability arising out of the negligence of the Columbus Area EMS Group, or its affiliates, and its directors, managers, employees, agents, representatives, successors and permitted assigns. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons. This indemnification shall be as broad as may be permitted under law.
- B. Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

9.2 EQUAL EMPLOYMENT OPPORTUNITY.

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties, or a statement substantively similar thereto which complies with all State and Federal regulations.

In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with Group.

Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9.3 INDEPENDENT CONTRACTOR STATUS.

Contractor is an independent contractor and not an employee of Group. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. Group agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

9.4 NON-ASSIGNMENT AND NON-DELEGATION.

Contractor shall not assign or delegate this Agreement without the prior written consent of Group.

9.5 ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto constitute the entire agreement between Group and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

9.6 BINDING ON SUCCESSORS.

This Agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and permitted assigns.

9.7 CAPTIONS.

The captions heading the various sections of this Agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

9.8 CONTROLLING LAW.

This Agreement shall be interpreted under the laws of the State of Wisconsin and any disputes regarding this Agreement shall be decided in the courts of Columbia County, Wisconsin, unless otherwise specifically agreed to by the parties, and the prevailing party in any dispute under

this Agreement shall be allowed to recover both its damages and reasonable attorneys' fees and costs.

9.9 FORCE MAJEURE.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) pandemics (including without limitation COVID-19). The party suffering a Force Majeure Event shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

**COLUMBUS AREA MEDICAL
SERVICES GROUP**

**LIFESTAR EMERGENCY MEDICAL
SERVICES, L.L.C.**

By: _____
Jeff Slotten, Chair

By: _____
Michael Krueger, President

By: _____
Linda Henning, Secretary