City of Stoughton, 207 S. Forrest Street, Stoughton WI 53589

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing and directing the proper City official(s) to enter into a new Medical Director Agreement between the City of Stoughton, Wisconsin ("City") and Southern Wisconsin Emergency Associates ("SWEA")

Committee Action: Finance Committee meets December 10, 2019

Fiscal Impact: $10,000

File Number:	R-195-2019	**Date Introduced:**	December 10, 2019

WHEREAS, SWEA employs emergency physicians; and

WHEREAS, the City wishes to terminate the existing Medical Director Agreement with SWEA; and

WHEREAS, the City wishes to re-engage SWEA to provide one of its emergency physician employees to serve as the Stoughton Area Emergency Medical Service's Medical Director to fill the current and future openings in the position under a new Agreement; and

WHEREAS, the City of Stoughton Finance Committee recommends the Common Council of the City of Stoughton authorize and direct the proper City official(s) to enter into a new Medical Director Agreement between the City and SWEA.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be hereby authorized and directed to terminate the existing Medical Director Agreement and enter into a new Medical Director Agreement between the City and SWEA.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement ("Agreement") made this ___ day of _____, 2019 ("Effective Date") by and between the City of Stoughton, a Wisconsin municipal corporation ("City"), and Southern Wisconsin Emergency Associates, ("SWEA").

RECITALS

WHEREAS, SWEA employs emergency physicians; and

WHEREAS, the City wishes to engage SWEA to provide, and SWEA wishes to provide to the City, one of its emergency physician employees to serve as the Stoughton Area Emergency Medical Service's medical director ("Medical Director") to fill the current and future openings in the position.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully set forth in this Section 1.

2. Nomination of Medical Director. Upon an opening in the position of Medical Director, the parties shall comply with the process for nominating the Medical Director as set forth in this Section.

(a) Nomination**.** SWEA shall submit in writing to the City the physician employee it wishes to designate as the Medical Director ("Nomination"). The Nomination shall include the name of the employee physician, his or her Wisconsin Medical License Number, his or her curriculum vitae, and any other information reasonably requested by the City.

(b) Acceptance or Rejection of Nomination. Within fourteen (14) days of receipt the Nomination, the City shall notify SWEA in writing of whether it accepts or rejects the Nomination. If the City rejects the Nomination, then SWEA shall submit, within five (5) days of receipt of the City's rejection, a second Nomination. This process shall continue until the City accepts a Nomination or until the City terminates this Agreement pursuant to subsection (c) of this Section. If the City does not timely accept or reject a Nomination, then the City is deemed to have rejected the Nomination.

(c) Right to Terminate. In the event that the City rejects the second Nomination, the City may, in its sole discretion (a) terminate this Agreement, or (b) continue the Nomination process as set forth in this Section. If the City elects to continue the Nomination process, it retains the right to terminate the Agreement after subsequent Nominations.

3. Qualifications and Responsibilities. SWEA shall ensure that the Medical Director has all of the qualifications to serve as Medical Director including the qualifications identified in Wis. Admin. Code Chapter DHS 110.49(1), as amended from time to time, for the duration of the Medical Director's service. Wis. Admin. Code Chapter DHS 110.49 is attached hereto as Exhibit A. Additionally, SWEA shall ensure that the Medical Director fulfills the responsibilities identified on Exhibit B attached hereto and incorporated herein, which the City may amend from time to time and shall provide notice to SWEA and the Medical Director of such amendment.

4. Compensation. The City shall pay SWEA Ten Thousand Dollars ($10,000) ("Payment") annually for the duration of this Agreement, and for partial years, the applicable proration of the Payment. The City shall pay the Payment in equal quarterly installments of Two Thousand Five Hundred Dollars ($2,500) to SWEA subject to a proration for partial years if applicable.

5. Representations and Warranties. SWEA represents and warrants that:

(a) the Medical Director is licensed by the State of Wisconsin as a physician and satisfies all of the qualifications of a medical director under Wisconsin law;

(b) the Medical Director has never had his or her license or right to practice medicine in Wisconsin, or any other state, or clinical at any hospital, health care facility, suspended, revoked or limited in any way nor has said license been surrendered under threat of suspension, revocation or limitation;

(c) the Medical Director is not currently, and has not been, suspended from participation in, or subject to any criminal or civil sanction, fine, or penalty by any private or public health insurance program including Medicare, Medicaid or any other federal or state health insurance plan; and

(d) there are no actions, suits, proceedings, investigations, administrative or judicial, pending or threatened against or affecting the Medical Director, which involve the possibility of the Medical Director's license being revoked, limited or suspended.

6. Compliance with Laws. SWEA shall, and shall ensure, that the Medical Director complies with all applicable state federal and local laws, ordinances and regulations, including without limitation the Health insurance Portability and Accountability Act of 1996, public law 104-191.

7. Policy on Confidential Patient information. SWEA shall require the Medical Director to sign the Stoughton Area Emergency Medical Service Policy on Confidentiality and Dissemination of Patient Information and Staff Member Verification attached hereto as Exhibit C prior to beginning their service as Medical Director.

8. Exclusivity. The parties acknowledge that SWEA and the Medical Director not required to provide services exclusively to the City during the term of this Agreement.

9. Conflict of Interest. SWEA represents and warrants that neither the Mayor of the City, nor any City Alder, nor any other city official holds a direct or indirect interest in this Agreement. SWEA shall notify the City in writing should any City official become directly or indirectly interested in this Agreement. SWEA represents and warrants that as of the Effective Date it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the City any sum of money or any other thing of value for aid and assistance in obtaining this Agreement.

10. Responsibilities of the City. The City shall provide the Medical Director with, to the extent necessary for the Medical Director to fulfil his or her responsibilities, (a) access to all computerized medical records and system operations, (b) administrative support, and (c) necessary medications and equipment for patients. Upon written request by SWEA and subject to the City's written approval, the City may provide financial and nonfinancial support for research and education relating to prehospital emergency care conducted by the Medical Director.

11. Insurance. SWEA shall, at its own expense, maintain for the duration of this Agreement comprehensive professional and general liability insurance of no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for errors and omissions damages that covers the Medical Director. SWEA shall name the City as an additional insured on such policy. SWEA shall provide the City with a Certificate of Insurance within ten (10) days of execution of this Agreement and at any subsequent time upon the City's request.

12. Indemnification. SWEA shall defend, indemnify and hold harmless the City, its officials, representatives, agents and employees from any and all losses, damages, expenses, costs (including reasonable attorneys' fees), liabilities, claims, or demands whatsoever arising from or in connection with (a) SWEA's breach of this Agreement, (b) personal injuries, death, or property damage resulting from, or any way connected with, or alleged to have arisen from, the act, omission or negligence of the Medical Director, (c) Medical Director's failure, or alleged failure, to comply with applicable law, ordinances and regulations.

13. Unavailability of Medical Director. If the Medical Director is unavailable, for example if he or she is on vacation, for one (1) day or longer, SWEA shall designate one of its employees that is qualified to serve as Medical Director as provided under this Agreement to temporarily serve as Medical Director for the duration of the such unavailability.

14. Independent Contractor. The parties acknowledge that SWEA is an independent contractor and the position of Medical Director is not an employee or agent of the City. The parties acknowledge that SWEA and Medical Director are not entitled to any City employment benefits or Worker's Compensation benefits. The parties acknowledge that the City will not withhold taxes, social security or unemployment insurance or any other withholding pursuant to any law or requirement of any governing body covering City employees in connection with this Agreement. The parties acknowledge and agree that all such income tax, unemployment insurance, social security are the sole responsibility of SWEA and the Medical Director. The

parties acknowledge and agree that SWEA and the Medical Director do not have the authority to act for the City or to bind the City in any respect, or to incur any debts or liabilities in the name of or on behalf of the City.

15. Licensing Fees. SWEA acknowledges and agrees that the City is not responsible for payment of the Medical Director's licensing fees, professional dues, publications, subscriptions and related professional expenses with the exception of those professional dues and subscriptions afforded the personnel of the Stoughton Area EMS.

16. Billing Functions. The City shall have the exclusive rights to bill, collect and retain all fees for medical services provided by the Medical Director in connection with this Agreement. The City shall determine professional fees. The City may, at its discretion, assign or delegate these rights to an affiliate or entity under contract with the City.

17. Term of Agreement. The initial term of this agreement shall be one (1) year beginning on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms.

18. Termination. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party, unless, a party breaches this Agreement and such default continues for thirty (30) days following written notice thereof, in which case the non-defaulting party may terminate this Agreement effective immediately upon written notice to the defaulting party.

19. Change of Medical Director. If one or more of the following events occurs, and upon the City's written request, SWEA shall remove the Medical Director from serving as Medical Director:

(a) the Medical Director's license to practice medicine in Wisconsin is suspended, revoked or limited, or if the Medical Director is a party to an action, suit, proceeding, investigation, administrative or judicial, which involve the possibility of the Medical Director's license being revoked, suspended or limited.

(b) the loss or suspension of the Medical Director's federal or state registrations to prescribe and dispense controlled substances.

(c) the conviction of the Medical Director, in any jurisdiction, of a crime or felony.

(d) SWEA breaches Section 3 or 5 of this Agreement.

(e) the Medical Director is excluded from participation in any federally funded healthcare program including Medicare or Medicaid as of the effective date of exclusion.

(f) the City determines in its sole discretion that the Medical Director is not qualified

under state law to serve as Medical Director or the Medical Director is not fulfilling the responsibilities described on Exhibit B.

Upon removal of the Medical Director pursuant to this Section, the parties shall follow the Nomination process described in Section 2 of this Agreement to fill the opening in the Medical Director position.

20. Governing Laws and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. Venue of any action initiated by either party shall be in Dane County, Wisconsin.

21. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held invalid or unenforceable, these one or more provisions shall not affect any other provision and the Agreement shall be construed as though it had not contained the invalid or unenforceable provision (s).

22. Assignment. SWEA shall not assign, or transfer any interest in this Agreement without the prior written consent of the City.

23. Non waiver. No covenant or condition of this Agreement can be waived except by the written consent of the City. Forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by SWEA, and, until complete performance by SWEA of said covenant or condition, the City may invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence. No express written waiver by the City of any default shall constitute a waiver of any other default by SWEA.

24. Notices. All statements, notices and other communications to be given hereunder shall be in writing and, unless otherwise provided, shall be deemed to have been duly given when delivered in person or when deposited in the U.S. Mail, postage prepaid, properly addressed, registered or certified mail, return receipt requested, to the address as set forth below, or to such other address or addresses as may be designated in writing by notice given to the other party pursuant to this paragraph:

To the City: City of Stoughton
Attn: Mayor Timothy Swadley
207 S. Forrest Street,
Stoughton, WI 53589

To SWEA: _____
1969 W Hart Rd
Beloit, WI 53511

25. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and supersedes any prior Agreement

whether written or oral of the parties. All Exhibits and Recitals are incorporated into and constitute an integral part of this Agreement as if fully set forth in this Agreement.

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

CITY OF STOUGHTON

_____
Timothy Swadley, Mayor

ATTEST

_____
Holly Licht, City Clerk

SOUTHERN WISCONSIN EMERGENCY ASSOCIATES

_____
Jack Maher, President

EXHIBIT A
QUALIFICATIONS

State of Wisconsin – Department of Health Services – Administrative Code – Chapter 110 DHS 110.49

Service medical director. An emergency medical service provider shall have a service medical director who meets all of the qualifications under sub. (1) and has all the responsibilities under sub. (2):

(1) QUALIFICATIONS. The service medical director shall meet all the following within 180 days from the date of his or her appointment:

(a) Licensure as a physician.

(b) Current certification in CPR for health care professionals and, if the medical director provides medical direction for an EMT-intermediate or EMT-paramedic emergency medical services provider, current certification in ACLS, unless the physician is certified by the American Board of Emergency Medicine or the American Osteopathic Board of Emergency Medicine.

(c) Education, training and experience in emergency medicine.

(d) Familiarity with the design and operation of pre-hospital EMS systems.

(e) Experience or training in the EMS quality improvement process.

(f) Successful completion of the department's service medical director course.

(g) Any additional requirements prescribed by the department.

EXHIBIT B
RESPONSIBILITIES

"State of Wisconsin – Department of Health Services – Administrative Code – Chapter 110

DHS 110.49

(2) RESPONSIBILITIES. The service medical director shall do all of the following:

(a) Prescribe patient care protocols under which the provider's EMS personnel treat.

(b) Develop, review and approve in writing all patient care protocols that will be used by EMS personnel delivering patient care under the operational plan.

(c) Ensure that physicians providing on-line medical control do so in a manner consistent with the department approved patient care protocols.

(d) Ensure that all aspects of the emergency medical services are under medical supervision and direction at all times.

(e) Establish, participate in, and ensure the continuing implementation of a quality assurance program as part of a patient care improvement process.

(f) Approve, limit or withdraw credentials as provided under s. DHS 110.52.

(g) Maintain liaison with the medical community, including hospitals, emergency departments, urgent care clinics, physicians, nurses, and other healthcare providers.

(h) Work with regional, state and local EMS authorities to ensure that standards, needs and requirements are met and resource utilization is optimized.

(i) Maintain, through continuing education, current knowledge and skills appropriate for a service medical director.

(j) Approve, direct, and assist in providing training activities that assure EMS personnel are competent to provide safe and efficient patient care, based on the department approved patient care protocols."

EXHIBIT C

Stoughton Area Emergency Medical Service

Policy on Confidentiality and Dissemination of Patient Information and Staff Member Verification

Given the nature of our work, it is imperative that we maintain the confidence of patient information that we receive in the course of our work. Stoughton Area EMS, ("SAEMS") prohibits the release of any patient information to anyone outside the organization unless required for purposes of treatment, payment, or health care operations, and discussions of Protected Health Information (PHI) within the organization should be limited. Acceptable uses of PHI within the organization include, but are not limited to, exchange of patient information needed for the treatment of the patient, billing, and other essential health care operations, peer review, internal audits, and quality assurance activities.

I understand that SAEMS provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of SAEMS patients. I understand that it is necessary, in the rendering of SAEMS services, that patients provide personal information and that such information may exist in a variety of forms such as electronic, oral, written or photographic and that all such information is strictly confidential and protected by federal and state laws.

I agree that I will comply with all confidentiality policies and procedures set in place by SAEMS during my entire employment or association with SAEMS. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to notify the Privacy Officer of SAEMS immediately. In addition, I understand that a breach of patient confidentiality may result in suspension or termination of my employment or association with SAEMS.

I have read and understand all privacy policies and procedures that have been provided to me by SAEMS. I agree to abide by all policies or be subject to disciplinary action, which may include verbal or written warning, suspension, or termination of employment or of any membership or association with SAEMS. This is not a contract of employment and does not alter the nature of the existing relationship between SAEMS and myself.

Signature: _____ *Date:*_____

*Printed Name:*_ _____

TERMINATION AGREEMENT

This TERMINATION AGREEMENT ("Agreement") is dated this _____, 2019 ("Effective Date") between City of Stoughton, a municipal corporation ("Stoughton"), and Southern Wisconsin Emergency Associates, S.C., a Wisconsin service corporation ("SWEA").

A. Stoughton and SWEA entered into that certain Agreement dated June 15, 2006 ("Medical Director Agreement") attached hereto as Exhibit A whereby SWEA agreed to serve as EMS medical director of Stoughton, and SWEA designated one of its employees to perform the services of medical director;

B. The parties wish to terminate the Medical Director Agreement and intend to enter into a new agreement with SWEA regarding the provision of medical director services.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Recitals. The foregoing recitals are hereby incorporated into this Section as if fully set forth herein.

2. Termination of Medical Director Agreement. The parties hereby terminate the Medical Director Agreement effective as of the Effective Date.

3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent and received electronically (e.g., by email with a signed PDF attached) shall be deemed originals.

4. Miscellaneous. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. This Agreement shall be binding upon and shall inure to the benefit to each of the parties, and their respective heirs, successors and assigns. This Agreement and any term set forth herein may be modified, amended, discharged, changed, or waived only in writing signed by all parties. This Agreement constitutes the entire agreement between the parties hereto with regard to the specific subject matter hereof and supersedes all previous agreements, written or oral, between the parties.

CITY OF STOUGHTON

_____
By: Timothy Swadley, Mayor

ATTEST:

_____
Holly Licht, City Clerk

SOUTHERN WISCONSIN EMEGENCY ASSOCIATES, S.C.

_____
Print name:_____
Title:_____

Attachment:
Exhibit A: Medical Director Agreement

Exhibit A

AGREEMENT

This Agreement is entered into this 15th day of June, 2006 by and between CITY OF STOUGHTON ("Stoughton") and SOUTHERN WISCONSIN EMERGENCY ASSOCIATES, S.C, ("SWEA"). Upon due consideration, the parties agree as follows:

1. Designation of Medical Director. Stoughton hereby designates SWEA as its EMS Medical Director. SWEA designates an employee of SWEA, Dr. Warren Tripp ("Tripp"), as the individual who shall perform the services of EMS Medical Director under this Agreement. SWEA may replace Tripp as the Stoughton EMS Medical Director with another qualified medical director upon sixty (60) days written notice to Stoughton.

2. Duties. The primary overall duties of the EMS Medical Director shall be to provide general and specific medical direction and quality assurance supervision to Stoughton area EMS. The EMS Medical Director shall be responsible to assure Stoughton shall have continuous availability of high quality emergency medicine/emergency medical direction during the term of this Agreement.

3. Term. The term of this Agreement shall be for a period of twelve (12) months, commencing January 1, 2006 and terminating December 31st, 2006. This Agreement shall extend for additional twelve month periods on each anniversary date of this Agreement. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other. Such notices shall be sent by certified mail and shall be delivered to the primary business office of the receiving party.

4. Insurance. SWEA will maintain insurance during the term of the contract as shown on the binders attached as Exhibit A.

5. Payment. During the term, in return for the services rendered, Stoughton shall pay SWEA the sum of Ten Thousand Dollars ($10,000.00) per year, in quarterly payments of Two Thousand Five Hundred Dollars ($2,500.00). Such payment shall be due on each June 1, September 1, December 1 and March 1 during the term hereof.

6. Miscellaneous. This Agreement inures to the benefit of the parties hereto, their successors and assigns, and may not be amended except in writing by the parties hereto. This Agreement shall be interpreted pursuant to the laws of the State of Wisconsin and may not be assigned except with the express written consent of both parties hereto.

CITY OF STOUGHTON

By: Helen J. Johnson

SOUTHERN WISCONSIN EMERGENCY ASSOCIATES, S.C.

By: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KK SOUTH-5

DATE (MM/DD/YYYY) 06/05/06

PRODUCER

BROADMOOR AGENCY, INC.
321 W. STATE ST. - 10th FLOOR
ROCKFORD IL 61101
Phone: 815-965-6700 Fax: 815-965-6703

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SOUTHERN WISCONSIN EMERGENCY
1446 N. RANDALL AVENUE
JANESVILLE WI 53545-1122

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PEKIN INSURANCE CO.	24228
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	00CL29756	03/01/06	03/01/07	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ EXCLUDED
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Stoughton, it's officers, employees & agents are additional insured for work performed

CERTIFICATE HOLDER

STOUGHT

City of Stoughton
381 E. Main Street
Stoughton WI 53589

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DAVID CASAZZA Karen Kenney

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KK SOUTH-5

DATE (MM/DD/YYYY) 06/05/06

PRODUCER

BROADMOOR AGENCY, INC.
321 W. STATE ST. - 10th FLOOR
ROCKFORD IL 61101
Phone: 815-965-6700 Fax: 815-965-6703

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INSURED

SOUTHERN WISCONSIN EMERGENCY
1446 N. RANDALL AVENUE
JANESVILLE WI 53545-1122

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PEKIN INSURANCE CO.	24228
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY					
		X COMMERCIAL GENERAL LIABILITY	00CL29756	03/01/06	03/01/07	EACH OCCURRENCE	$ 1,000,000
		CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ EXCLUDED
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Stoughton, it's officers, employees & agents are additional insured for work performed

CERTIFICATE HOLDER

STOUGHT

City of Stoughton
381 E. Main Street
Stoughton WI 53589

CANCELLATION

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AUTHORIZED REPRESENTATIVE

DAVID CASAZZA Karen Kenney

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