CONTRACT FOR EMERGENCY MEDICAL SERVICES
City of Stoughton – Town of Dunkirk

This contract is entered into by and between The City of Stoughton - Stoughton Area EMS and the Town of Dunkirk. Hereafter, this document will be referred to as "contract".

RECITALS

Whereas Stoughton Area EMS (hereafter "SAEMS") and the Town of Dunkirk recognize the legal requirement for appropriate levels of emergency medical services within their respective jurisdictions; and

Whereas, the purpose and intent of the contract is to enable this provision providing such emergency medical services; and

Pursuant to the adoption by the governing bodies of the City of Stoughton and the Town of Dunkirk, the parties mutually agree to the following terms and conditions.

SECTION 1 – GEOGRAPHICAL LOCATION

The area to be provided with emergency medical services by the City of Stoughton - SAEMS, in accordance with the terms of this contract shall consist of portions of the Town of Dunkirk as shown on the attached map labeled Exhibit A. Hereafter known as the "Service Area".

SECTION 2 – RESPONSIBILITES OF THE CITY OF STOUGHTON - SAEMS

PROVIDE EMERGENCY MEDICAL SERVICES

SAEMS will provide emergency medical services for the Town of Dunkirk. SAEMS may provide this service or through Mutual Aid Agreements, fulfill this obligation 365 days a year, 24 hours a day and 7 days a week.

The Town of Dunkirk recognizes that SAEMS provides emergency medical services to all or parts of other municipal entities in the same fashion. As of this date those entities are: the City of Stoughton and Towns of Dunn, Pleasant Springs and Rutland.

In exemplum; should SAEMS be dispatched to the Town of Pleasant Springs, and a need arises in the Town of Dunn, through Mutual Aid Agreements with surrounding emergency medical providers, the Dane County Communications Center will dispatch the closest appropriate

neighboring emergency medical service. This practice is consistent throughout all municipalities in Dane County.

COMPLIANCE

SAEMS will comply with all federal, state (§256 and Trans 309) and local rules, mandates, administrative codes (DHS 110), regulations and best practice related to the operation of a municipal emergency medical service. This includes but is not limited to:

Medical Control Oversight
Service licensing
Member licensing
Recruitment and Retention
State of WI Vehicle Inspections
Training Mandates
Reporting Requirements
QA/QI Initiatives/Programs
Health and Safety Requirements
Insurance Requirements
Response, Treatment and Transport
Equipment Requirements
Billing/Records Requirements
Medical Supplies
Disaster/HAZMAT Response

SAEMS will provide for: medical protocols, maintaining by-laws, established operating procedures, emergency response plans, providing of appropriate staff, purchasing, maintaining, inspecting and repairing all equipment, and provide appropriate station facilities necessary for providing EMS services.

The current level of EMS provided by the SAEMS (*EMT-Advanced) shall not be reduced during the terms of this agreement. The City shall maintain or may improve the level of EMS currently provided.

*The Advanced EMT or AEMT is mid-level EMS provider according to the national EMS scope of practice model. The scope consists of all EMT level skills, basic airway management and the insertion of supraglottic airways, suctioning of an already intubated patient, usage of a CPAP device, initiation of peripheral intravenous therapy, pediatric and adult intraosseous placement, and several pharmacological interventions.

SAEMS shall provide an annual report to the town to include service statistics and financial status.

SECTION 3 – TOWNSHIP RESPONSIBILITES

The Town of Dunkirk will notify SAEMS, in advance when possible, of road maintenance or closings that affect normal township travel.

The Town of Dunkirk will enforce the proper display of rural identification numbers to ensure proper location identification in an emergency response.

SECTION 4 – FINANCIALS

STRUCTURE

SAEMS financial activity is reported as an enterprise fund of the City of Stoughton and audited annually. This contract is fee for service. Fees to the towns are to be based on a per capita fee. Capita shall be the population served. **The City of Stoughton will be held responsible for all operating cost overruns prior to January 1, 2020 regardless of how they were incurred and hold harmless the Town served.**

The Town of Dunkirk's 2020 per capital fee for service is $7.56 and its population count is 1,927. The annual total charge for 2020 will then be $14,568.12.

For years after 2020, the per capita fee will be increase by 100% of the Consumer Price Index – All Urban Consumers as of July 1 of the prior year. For example, 100% of the CPI rate from July 2019 to June 2020 will be used to increase the per capita for 2021.

Each year under this contract the population served shall be determined by the City of Stoughton as follows: the number certified as "population served by the EMS provider" for the town on the EMS Funding Assistance Program Population Verification form.

BILLING

An annual billing statement will be distributed in January of each year. The Town of Dunkirk shall make payment to the City of Stoughton 50% of the annual billing statement within 60 days of the January billing and the remaining 50% shall be paid no later than September of each year. There is no penalty for early payment.

Late payments will accrue interest at a rate of 1.5% monthly (18% annum).

CAPITAL EQUIPMENT

The City of Stoughton will acquire all equipment which in its sole professional opinion is necessary for providing adequate emergency medical services and retain ownership. All vehicles will be titled in the name of The City of Stoughton.

Should any activities outlined in this contract as the "Responsibilities of The City of Stoughton – SAEMS" incur costs above and beyond the provisions of this contract, the Town of Dunkirk is not responsible for providing additional funds to SAEMS.

SECTION 5 – INDEMNITY AND HOLD HARMLESS

Both parties are governmental agencies and may be entitled to governmental immunity under the law. Nothing contained herein shall waive these rights and defenses.

However; the City of Stoughton agrees to indemnify and hold harmless the Town of Dunkirk, its officers, agents and employees from any liability resulting from or related to:

1. A negligent performance by SAEMS (or its employees, agents, officers, or any other person for who, SAEMS may be contractually or legally responsible) of the services provided or the material failure to perform the services in the manner specified herein; or

2. The failure of SAEMS (or its employees, agents, officers, or any other person for who, SAEMS may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation or statute in performing the services or other duties set forth in this contract.

SECTION 6 – BILLING SYSTEM PROFESSIONALISM

SAEMS contracts billing services. SAEMS will be responsible for all billing and costs related to. SAEMS will retain 100% of any and all fees collected. SAEMS will ensure billing services align with the philosophies of SAEMS in that they are executed in a professional and courteous manner. SAEMS will:

1. Never engage in on scene collections for service.
2. Provide local access phone numbers for billing inquires.
3. Consider financial hardship.

The Town of Dunkirk will not be responsible for the difference between the amount billed for such service but which go uncollected by SAEMS.

SECTION 7 – ALL PRIOR AGREEMENTS

This contract supersedes all prior arrangements, agreements, contracts, correspondence or understandings concerning the subject matter of this contract.

SECTION 8 – AUTHORITIES ON BEHALF OF THE CITY OF STOUGHTON AND TOWN OF Dunkirk

The respective authorities, whose signature appears hereafter, are duly authorized and empowered to execute this contract and enter into such on behalf of their respective municipality.

SECTION 9 – TERM

The terms of this contract shall be in force January 1, 2020 and will continue for a period of three (3) years and shall automatically renew for one year periods thereafter. Either party can request review and/or renegotiation when the contract enters its' automatic renewal cycles by notification no later than June 1st of the preceding year.

The Town may withdraw from this agreement by notice no later than December 31, one year prior to the maturity date of this or any subsequent renewal. Withdrawal shall be effective as of January 1 at 00:00 of the next succeeding year. The municipality withdrawing from this agreement shall nevertheless be responsible for payment to the effective date of withdrawal.

Dated this: _____day of_____, 2019.

CITY OF STOUGHTON

By_____ By_____

Tim Swadley, Mayor Holy Licht, Clerk

TOWN OF DUNKIRK

By_____ By _____

_____, Chair Melanie Huchthausen, Town Clerk