

## **SHARED SERVICES AND OPERATING AGREEMENT**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the City of Appleton (“CITY”), including its fire department (“AFD”), and Gold Cross Ambulance Service, Inc. (“GOLD CROSS”) (collectively hereinafter referred to as “PARTIES”). In agreeing to partner on the provision of emergency medical services in the CITY, the PARTIES have justifiably relied on the material representations made herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

### **AGREEMENT**

#### **I. Term.**

This AGREEMENT is effective as of the Effective Date and shall remain in effect following the Effective Date of this AGREEMENT for a period of three (3) years, unless and until terminated earlier under the express provisions set forth herein. On or about each one-year anniversary of this AGREEMENT, parties shall evaluate their performance pursuant to this agreement, evaluate metrics established to evaluate performance and adjust those metrics upon mutual agreement.

#### **II. Agreement to Provide Exclusive Ambulance Services.**

GOLD CROSS agrees to assist AFD on its expansion of emergency response services on the condition that neither AFD nor the CITY will obtain an ambulance and begin providing patient transport services (i.e., ambulance services), or allow for an outside ambulance service, during the term of this AGREEMENT. As such, with the exception of services provided by the City, or as otherwise provided by mutual-aid agreements, automatic-aid agreements, Mutual-Aid Box Alarm System (MABAS) resources, or requests due to special circumstances, GOLD CROSS will be the primary provider of the services set forth herein provided it consistently meets minimum response time standards referenced within the National Fire Protection Association (NFPA).

The CITY shall owe GOLD CROSS no compensation for GOLD CROSS’S performance of services, provision of equipment or materials, or compliance under this Agreement. GOLD CROSS’S consideration for its performance under this Agreement shall be the right to be the primary provider of Advanced Life Support Ambulance services to all areas of the CITY subject to the terms and conditions stated herein. As billing and reimbursement is an independent GOLD CROSS business matter, GOLD CROSS may directly bill patients, guarantors, custodians and/or third-party payors of patients treated, seen, or transported as determined and as periodically modified by GOLD CROSS, without notice to or approval of the CITY.

The CITY recognizes that GOLD CROSS does provide similar services to other municipalities and as such, nothing in this AGREEMENT prohibits GOLD CROSS from entering into any other

agreement with any other entity.

The PARTIES understand that mutual aid and other agreements will exist and as such, shall provide copies of such agreements to the other party as requested.

**III. Furnishing of Ambulance Services by GOLD CROSS.**

- A. GOLD CROSS hereby agrees to continue furnishing all ambulance services for the CITY at staffing levels consistent with relevant statutes, including but not limited to DHS 110.50(1)(a) for Basic Life Support, DHS 110.50(d)(1 and 3) for Advanced Life Support.
- B. GOLD CROSS shall possess, maintain, and provide such vehicles, equipment, facilities and supplies; and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. GOLD CROSS employees shall display identification that clearly displays an individual's certification/license medical care level, including those in a training/student role.

**IV. Furnishing of Non-Transport Services by AFD.**

- A. AFD hereby agrees to furnish non-transport EMT services for the CITY at staffing levels consistent with relevant statutes. AFD will ensure that each fire apparatus in service will be staffed by the minimum number of required EMTs.
- B. AFD shall possess, maintain, and provide such vehicles, equipment, facilities and supplies, and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. The PARTIES anticipate that both AFD and GOLD CROSS will be dispatched to every EMS incident reported via 911 in the CITY. The first party on the scene will initiate patient care while the second party on the scene will provide assistance where appropriate in the best interest of the patient. Private calls for service directly to GOLD CROSS coded as a C, D, or E shall immediately be reported to Outagamie County Communications Center by GOLD CROSS and GOLD CROSS will request AFD to respond.
- D. AFD will assist GOLD CROSS in preparing the patient for transport and may travel with the patient in the ambulance when additional medical services are in the best interest of the patient. GOLD CROSS will ultimately decide whether it is necessary for an AFD staff member to travel in the ambulance to the hospital.

**V. Vehicles and Equipment.**

- A. During the term of this AGREEMENT, both PARTIES shall possess, maintain and

provide their own vehicles for provision of the services under this AGREEMENT.

1. The PARTIES shall equip, maintain, and operate all vehicles in accordance with the laws of the State of Wisconsin and the rules and regulations of the Wisconsin Department of Health Services and Wisconsin Department of Transportation.
- B. The PARTIES shall be responsible for their own vehicle maintenance and repair. This shall include all repairs, preventive maintenance, parts replacement, labor, and other actions necessary to keep the vehicles in safe and efficient operating condition.
- C. The PARTIES shall provide all emergency medical equipment and supplies necessary to perform the provisions of this AGREEMENT. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices and the laws of the State of Wisconsin and rules and regulations of the Wisconsin Department of Health Services, and the Wisconsin Department of Transportation.
- D. GOLD CROSS shall be responsible for the replenishment of the CITY'S consumable equipment and supplies with equivalent like-kind equipment and supplies at the completion of a call. Whenever practicable, GOLD CROSS shall replenish CITY equipment and supplies onsite. When equipment and supplies cannot be replenished onsite, GOLD CROSS will order like-kind equipment and supplies for replenishment on a regular basis and at no charge with the sole exception of cardiac monitor defibrillation pads should the AFD and GOLD CROSS field dissimilar cardiac monitors.

**VI. Support Training and Education.**

- A. GOLD CROSS will provide training and education, including ride-along opportunities, to AFD:
  1. GOLD CROSS will collaborate with AFD on training topics and GOLD CROSS will deliver the training on a mutually agreed date and time.
  2. Training will include Basic Life Support (BLS) and Advanced Life Support (ALS).
  3. Training to occur on a quarterly basis or as deemed necessary by GOLD CROSS and the AFD.

**VII. Dispatch And Response Time Goals.**

- A. GOLD CROSS shall maintain as a goal a response time for C, D and E coded emergency calls of eight (8) minutes and fifty-nine (59) seconds (8:59) with

response time defined as the elapsed time from the time the call is received by the CITY until the arrival of a transport ambulance and a minimum of one paramedic at the incident location.

AFD shall maintain as a goal a response time for C, D and E coded emergency calls of four (4) minutes and fifty-nine (59) seconds (4:59) with response time defined as the elapsed time from the time the call is received by the CITY until the arrival of the fire apparatus at the incident location.

- B. GOLD CROSS and AFD agree that A-Adam and B-Boy non-emergency calls shall be tracked and reported but will not be subject to the response time goals set forth in this section considering their non-emergent nature.
- C. GOLD CROSS will be responsible for planning the dispatch of ambulances through the provision of a deployment and system status management plan. GOLD CROSS shall provide to the CITY a written deployment and system status plan for the number of ambulances, their assigned locations, deployment strategies and shift schedule(s).
- D. GOLD CROSS will notify AFD on AFD Main if a transport unit's response time is expected to be greater than fifteen (15) minutes for emergency response calls (C, D and E).

## **VIII. Communications.**

- A. The PARTIES shall possess, maintain, and provide at its sole cost such communications equipment, facilities and supplies as are deemed necessary for dispatch of their emergency response vehicles. In addition thereto, the PARTIES shall provide and maintain the following:
  - 1. Necessary communications equipment in each vehicle so as to be capable of transmitting and receiving communications on the designated police/fire talk groups. GOLD CROSS radios will be programmed to turn on upon ambulance ignition and will monitor AFD Main at all times while the ambulance is in operation within Appleton's city limits.
  - 2. GOLD CROSS will maintain multichannel radio communication capabilities enabling communications with hospitals on frequencies 155.340 and 155.400 using the appropriate private linetone codes for each hospital.
- B. All such equipment shall meet all applicable national and state standards.
- C. GOLD CROSS shall utilize a digital computer aided dispatch program to capture and record all data elements required for accurate response time performance measurement, analysis, and reporting. In addition, GOLD CROSS shall use

Automated Vehicle Location (AVL) and Global Positioning System (GPS) for real time tracking of all emergency ambulance responses.

**IX. Local Medical Directors.**

- A. The PARTIES each agree to select, and work under the direction of, their respective medical director.
  - 1. The medical directors' minimum involvement with the PARTIES' service under this AGREEMENT shall be a monthly medical quality control review.
  - 2. The medical directors shall collaborate with the PARTIES and each other on development and implementation of medical protocols, dispatch procedures, special event plans, public education opportunities and mass-casualty incidents (MCI) and all products will be National Incident Management (NIMS) compliant.

**X. Separate Employers.**

The PARTIES shall be solely responsible for maintaining adequate staffing levels to meet their obligations under the AGREEMENT. Nothing in this AGREEMENT shall be interpreted to create a joint employer relationship. The PARTIES retain exclusive control over their respective employees' terms and conditions of employment including, but not limited to, all hiring and termination decisions. The PARTIES assume exclusively the responsibility for the acts of their employees as they relate to the services to be provided during the course and scope of their employment. GOLD CROSS, its agents, officers, and employees shall not be entitled to any rights or privileges of AFD employees and shall not be considered in any manner to be AFD employees. No representations contrary to any of the above shall be made either directly or indirectly.

**XI. Licenses and Laws.**

The PARTIES under this AGREEMENT and throughout its term shall obtain and continue in force all licenses, permits, approvals, and authorizations necessary for the provision of emergency medical services hereunder and required by the laws and regulations of the United States, the State of Wisconsin, the County of Outagamie, the City of Appleton, and all other governmental agencies.

**XII. Operational Plan and Reports.**

- A. GOLD CROSS agrees and understands that an EMS Operational Plan must be prepared by the CITY and submitted by the CITY to the State of Wisconsin and thereafter approved by the Department of Health Services. GOLD CROSS and the CITY agree to cooperate in the creation of the EMS Operation Plan (and all components thereof) and the approval process. Likewise, GOLD CROSS and CITY shall cause the respective medical directors to work with each other and cooperate to provide necessary detail and input from a medical perspective.

B. GOLD CROSS and the CITY agree to provide a copy of the EMS Operational Plan, Special Event Plan, Waiver requests, and supporting documents, submitted to the State of Wisconsin for approval within ten (10) days of submission.

C. GOLD CROSS and the CITY will work together to prepare and provide a monthly joint quality improvement process to coincide with a monthly quality assurance process. Each party will provide raw data, in a format that is acceptable by the receiving party, that includes the following information shown on a per month basis:

1. Response Time Review

a. Total number of responses and transports broken down by EMD dispatching code:

- Data shall illustrate the A, B, C, D and E incidents.
- Data shall identify emergent and non-emergent response incidents.

b. 90% Fractile Response time performance:

- Data shall illustrate the A, B, C, D and E incidents.
- Data shall identify emergent and non-emergent response incidents.

c. GOLD Cross will provide AFD with additional response time data upon request. Response time data will be reviewed during a monthly continuous quality improvement meeting.

2. Patient Care Metrics

- Total number of stroke activation.
- Total number of over-triaged stroke evaluations.
- On scene time for stroke patients.
- Total number of STEMI activations.
- Total number of over-triaged STEMI evaluations.
- At patient to EKG time.
- On scene time for STEMI patients.
- Total number of trauma activation.
- On scene time for trauma patients.
- Total number of cardiac arrests.
- Total number of survivors.

3. On a quarterly basis senior leadership from GOLD CROSS AND AFD will meet to review all response times and patient care metrics and, on an annual basis, the PARTIES, including City Senior Leadership and hospital representatives, shall meet to review all response times and patient care

metrics. In addition, GOLD CROSS and AFD will report findings of this AGREEMENT to the Safety & Licensing Committee every six (6) months.

**XIII. Insurance.**

A. Each Party shall maintain in force at all times during the performance of this AGREEMENT, insurance coverage as follows that includes:

1. Worker’s Compensation in accordance with Wisconsin Statutes.

EACH ACCIDENT	\$ 100,000
DISEASE – EA EMPLOYEE	\$ 100,000
DISEASE – POLICY LIMIT	\$ 500,000

2. Auto Liability coverage.

COMBINED SINGLE LIMIT (each accident)	\$2,000,000
BODILY INJURY (per person)	\$1,000,000
BODILY INJURY (per accident)	\$2,000,000
PROPERTY DAMAGE (per accident)	\$500,000

3. General Liability coverage.

EACH OCCURRENCE	\$2,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$300,000
MED EXP (any one person)	\$5,000
PERSONAL & ADV INJURY	\$2,000,000
GENERAL AGGREGATE	\$4,000,000
PRODUCTS – COMP/OP AGG	\$4,000,000

4. Professional liability coverage.

EACH OCCURRENCE	\$4,000,000
AGGREGATE	\$4,000,000

**XIV. Default/Termination.**

A. Each Party may, without any advance notice, terminate this AGREEMENT if any of the following occur:

1. Either Party ceases to be in compliance with State of Wisconsin Laws and Administrative Codes relative to the provision of emergency medical services or other terms set forth in this AGREEMENT. Notice of such default must be provided to the defaulting party with the defaulting party having thirty (30) calendar days to cure any default.

2. Suspension, revocation, termination, surrender or lapse of required

certification by the State of Wisconsin Department of Health Services as an ambulance service provider or a non-transporting paramedic service.

B. Each Party may, with advance written notice, terminate this Agreement for any reason:

1. By providing twelve (12) months notice to the other Party.

To evidence their AGREEMENT hereto, the parties have signed the herein AGREEMENT on the dates after their signatures to wit:

**Gold Cross Ambulance Service, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Appleton**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney

By: \_\_\_\_\_  
Jeremy J. Hansen, Fire Chief

CL-A22-0802  
Revised: August 10, 2023 (per amendment at 8/9/23 Safety & Licensing Committee meeting)