

MODEL ANNOTATED EMS AGREEMENT

Prepared by the Local Government Education Program
University of Wisconsin-Madison Division of Extension
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NOTE: The information contained in the model annotated EMS agreement is based on general legal principles and is not to be construed as legal advice. Interested units of local government should consult with legal counsel before taking any action based on these legal principles to ensure appropriate application to specific situations.

NOTE: Wisconsin Statutes Chapter 256, "Emergency Medical Services," and Chapter DHS 110 (Wisconsin Administrative Rules) governs the provision of emergency medical services (EMS) in Wisconsin. In addition, the Wisconsin Department of Health Services has issued "Wisconsin EMS Protocols," most recently dated June 2023, to provide voluntary EMS service standards.

EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN THE COUNTY/CITY/VILLAGE/TOWN OF _____ AND _____ (state name of EMS service providing services)

Recitals

WHEREAS, the County/City/Village/Town of _____ (hereinafter "Municipality"), being without its own emergency medical services (hereinafter referred to as "EMS services"), finds it necessary to contract with _____ [state name of contractor], to provide these services to the citizens and property of this community and to those traveling through the community; and

WHEREAS, the parties deem it to be in the best interest of the Municipality _____ to maximize its EMS services protection by entering into this collaborative Agreement regarding the provision of such services; and

WHEREAS, the County/City/Village/Town of _____ deems it to be in its best interest to maximize EMS services and to minimize the cost to its citizens and property tax payers by entering into this Agreement for EMS services with _____ (hereinafter referred to as Contractor); and

Option 1: WHEREAS, Wisconsin Statute Section 256.12(2) authorizes municipalities to contract with private EMS services for EMS services; and

Option 2: WHEREAS, Wisconsin Statute Section 66.0301 authorizes municipalities to contract with other municipalities for EMS services]; and

NOW, THEREFORE, the Municipality enters into the following agreement with Contractor for EMS services on the following terms:

AGREEMENT

SECTION 1: AGREEMENT TERM AND GEOGRAPHIC AREA SERVED

1. **Term of Agreement.** The initial term of this Agreement shall be for _____ year(s) from January 1, 202_ to December 31, 202_.

- ✓ *Optional provision if Agreement automatically extends beyond initial term:* The term of this Agreement shall be automatically renewed for an additional term of _____ year(s) and for additional periods of _____ years thereafter unless the parties to this Agreement have provided written notice to the other party of non-renewal within 90 days of the agreement expiring.

2. **Geographic Area Served.** The geographic area to be served under this Agreement is described by a map attached and incorporated into this Agreement as Exhibit A.

- ✓ *Option 1 for changing service area boundaries:* Any party seeking to make changes to the service area described in Exhibit A shall notify the other party(ies) of its intention [six months/one year] before such boundary change shall take effect.
- ✓ *Option 2 for changing service area boundaries on a calendar year basis:* Municipality shall notify Contractor by September 1 of each year if it desires to make any changes in the boundaries of the service area for the upcoming calendar year. Municipality and Contractor shall work together in good faith to reach a mutual agreement to change the service area.
- ✓ *Option 3 for changing service area boundaries if more than one municipality is included in the Agreement:* After the notice expires, the municipality's percentage of coverage and proportionate share of expenses for the purposes of paragraph __ shall be immediately added or subtracted based upon a three (3) year rolling average of emergency and other calls for services utilized within the added or subtracted area. Notice shall be provided in accordance with section 27 of this Agreement.

3. **Annexation.** Any property either added or subtracted from coverage as described in Section 2 above by municipal annexation shall be immediately adjusted in Exhibit 1. Municipality and Contractor shall work together in good faith to reach a mutual agreement to change the service area and any change in related fees.

4. **Contractor Provision of Services to Other Municipalities.** Municipality recognizes Contractor may also provide EMS services to all or part of other municipalities on a similar contractual basis.

SECTION 2: CONTRACTOR RESPONSIBILITIES

5. **Coverage.** Contractor shall provide the required contracted services within the Municipality, and that is more specifically described in Exhibit A.

6. **Services Provided.** Contractor shall provide Municipality with EMS services utilizing Contractor's equipment and personnel pursuant to this Agreement. Services shall include, but not be limited to, determining the operational policies for the service; providing for and housing staff necessary to operate the service; providing housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; providing related management, billing and accounting services.

Contractor shall comply with all applicable federal and state statutes, regulations, and administrative codes relating to governing licensed EMS providers, their employees, and their agents. Contractor will also make best efforts to comply with the most recent version of the Wisconsin Department of Health Service's "Wisconsin EMS Protocols." Furthermore, Contractor shall comply with such standards and procedures for occupational health and safety, patient care, privacy, and equipment reliability as may otherwise be required by applicable statutes, codes, and regulations, or conditions of insurability.

7. **Licensure.** Contractor shall obtain and maintain in force all required licenses for providing emergency medical services pursuant to this Agreement. This includes, but is not limited to, ambulance provider licenses and emergency medical provider practitioner licenses, certifications and training permits as required by federal and state law.

8. **Training.** Contractor shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical practitioners, and vehicle operators. The training shall be provided to ensure all staff, whether employed or independent contractors, are trained at a minimum level satisfying all federal, state and local regulations, and/or conditions of insurability.

9. **Records and Reporting.** Contractor shall prepare and maintain necessary records to meet all federal, state and local reporting requirements, as well as any reporting required by insurance carriers. Contractor shall prepare and provide to the Municipality, on a monthly (quarterly)(semi-annual) basis a statistical summary of actual EMS calls, including a breakdown of calls by type, and response time.

Contractor shall keep a complete record of ambulance service on an approved form as required by the State of Wisconsin. Contractor shall provide Municipality with an incident report for any incident involving a response time exceeding 25 minutes and/or any re-route time over five (5) minutes. Contractor shall also provide Municipality with a report when an emergency call to Contractor was taken by another EMS service through mutual aid. Contractor shall provide Municipality with all other records, reasonably requested, that are non-proprietary and that Municipality deems necessary for provision of EMS services in the service area. Contractor shall

provide the requested additional records within thirty (30) days of the request and Municipality agrees to keep such reports confidential to the extent permitted by state law.

10. **Insurance Coverage.** Contactor shall maintain liability, errors and omissions, motor vehicle collision, workers' compensation, and liability coverage for all Contractor personnel performing services pursuant to this Agreement. Contractor shall hold Municipality harmless for and all services performed pursuant to this Agreement. Contractor personnel shall be compensated without contribution from Municipality, other than as provided in this Agreement.

✓ *Option 1 Relating to Insurance Coverage Levels:* Contractor shall always maintain in force during the following insurance coverages during the performance of this Agreement:

1. Worker's Compensation insurance in accordance with Wisconsin Statutes;
2. Auto Liability insurance in the minimum amount of \$1,000,000.00 combined single limit coverage;
3. General Liability in the minimum amount of \$2,000,000.00 general aggregate and Personal Injury in the minimum amount of \$1,000,000.00; and
4. Contractor shall provide a certificate of insurance to Municipality within ten (10) days after the beginning of the performance under this Agreement and after each policy/expiration date which occurs during the term of this Agreement.

11. **Monthly Activity Reports and Audit.** Contractor shall provide a written summary of all EMS activities performed on behalf of the Municipality pursuant to this Agreement to the Municipal Clerk or other designated official by the 10th working day following the close of the month. The report shall include a listing and identification of all EMS calls, to the extent allowed by HIPAA, together with any other work performed pursuant to this Agreement. If requested by either party to this Agreement, an in-person meeting between the Municipality and Contractor shall be scheduled to discuss the reports and/or audit.

SECTION 3: MUNICIPAL RESPONSIBILITIES

Note: This section may be added at the discretion of the local governmental unit and is not always a component of an EMS agreement. The EMS contractor, however, may favorably view this as adding "balance" to the Agreement.
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12. **Provide Population Statistics.** Municipality shall provide a timely annual estimate of population living within the service area of its jurisdiction as determined by the Wisconsin Department of Administration and published at:

https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx

13. **Road Maintenance.** Municipality shall maintain and repair all roads within its jurisdiction that is within the service area in a reasonable manner to facilitate the safe and efficient provision of EMS services. Municipality shall notify Contractor in advance, where

possible, of road maintenance work or closings that might affect the normal routing of ambulances in response to an emergency call.

14. **Rural Identification Numbers.** To ensure the quick and accurate identification of business and residential addresses during an emergency response, Municipality shall enforce the proper display of identification numbers in conformance with the system and standards established by the county.

15. **Driveway Ordinance.** Municipality has adopted a driveway ordinance ensuring Contractor will have safe access to property within the service area. County/City/Village/Town shall hold all property owners or occupants responsible for complying with the ordinance.

SECTION 4: FINANCIAL ARRANGEMENTS

Note: This key section should carefully and fully detail the financial arrangement between the parties.

16. **Compensation.**

A. Formula for Expense Allocation

Option 1 if contracting with private EMS provider for one year or if no increase is negotiated for the second and succeeding years: Municipality shall pay _____ to Contractor for EMS services as described in Section 5 of this Agreement.

Option 2 if contracting with private EMS provider for more than one year: Each year the Municipality shall pay _____ to Contractor for EMS services with a ____ % increase beginning in years 2 and 3 of the Agreement.

Option 3 if contracting with private EMS provider for more than one year: Following the first annual payment, the annual schedule of payments shall be as follows:

2025	\$ _____
2026	\$ _____
2027	\$ _____
2028	\$ _____
2029	\$ _____

Note: Negotiating exact amounts owed each year provides budget protection and mitigates potential risk.

Option 4 if negotiating with a municipal EMS service providing services to multiple local units of government based on service calls: Each year Municipality shall pay a proportionate share of the municipality’s operating, capital, and maintenance expenses for EMS based on a three-year (3) rolling average of EMS calls for service within the territory described in Section Two above and attached Exhibit A, as compared to the operating, capital, and maintenance expenses utilized by the Municipality.

Option 5 if negotiating with a municipal EMS service providing services to multiple local units of government based on population: Each year Municipality shall pay a proportionate share of the

municipality's operating, capital, and maintenance expenses for EMS based on a three-year (3) rolling average of EMS calls for service within the territory described in Section Two above and attached Exhibit A, as compared to the operating, capital, and maintenance expenses utilized by the Municipality.

An annual bill shall be sent to the Municipality by January 1 of each year of the Agreement for the applicable amount. Municipality shall pay 50% of the amount billed by March 15th of each year and the remaining 50% by September 15th of each year.

B. Capital Expenditures.

For capital expenditures, Municipality shall share in the cost of purchase for ___ ambulance(s) and/or staff vehicles amortized over the vehicle's life span to the extent agreed upon by the parties. Municipality shall also share in the cost of high-cost and necessary equipment with a cost of at least \$5,000. The agreement shall be placed in writing and attached to this Agreement as Exhibit B.

17. **Payment Procedures.** Contractor shall prepare and provide a [monthly/quarterly] invoice to Municipality for all fees. Municipality shall make payment pursuant to the invoice within thirty days of receipt.

18. **Additional Fees Prohibited.** Contractor shall not add any additional fees to those assessed by this Agreement, such as fees to cover special events, unless first agreed upon in writing by the parties.

19. **Financial Audit.** Contractor will provide the Municipality with annual audits or compilations completed by its independent auditors that verify Contractor's year-end revenues and expenditures related to the performance of this Agreement during the prior fiscal year.

SECTION 5: ADDITIONAL AGREEMENT TERMS

20. **Non-Discrimination.** Contractor shall not discriminate in the provision of services, employment practices, or in the allocation of benefits based on color, race, religion, national origin, sex, age, marital status, physical or cognitive disability in accordance with federal, state, and local laws.

21. **Effective Date.** Except as otherwise provided in Paragraph 1 to this Agreement, this Agreement shall become effective and binding upon execution by all parties to the Agreement.

22. **Entire Agreement.** This Agreement is the full and complete agreement between the parties and supersedes all other agreements previously made between the parties relating to EMS services. There are no understandings or agreements between the parties other than those incorporated in writing in this Agreement. This Agreement may not be modified other than in writing and with the written consent of all the parties to this Agreement.

23. **Termination.** Any party may terminate this Agreement early upon twelve months prior written notice of the intent to terminate delivered to each party by certified U.S. Mail to the addresses contained in paragraph 27 below. Termination may be made with or without good cause. The twelve months' notice of early termination is intended to provide adequate notice to the parties to make other necessary EMS arrangements. If any party elects early termination, such termination shall be effective at the end of a calendar month. Any fees paid by Municipality in the form of a retainer shall be proportionately reimbursed by Contractor within sixty days following Agreement termination.

Note: Longer termination requirements generally benefit the contracting local unit of government and help to prevent surprises.

Contractor agrees material non-compliance with any of the terms, requirements, and conditions of this Agreement or a determination of inadequate, improper, or illegal acts while providing EMS services may result in immediate termination of this Agreement. Contractor may immediately terminate this Agreement if Municipality fails to make required payments under this Agreement that are more than ___ days late.

24. **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, this Agreement shall be construed with the invalid or inoperative provision deleted and the remaining rights and obligations shall be enforced accordingly.

25. **Governing Law and Venue for Disputes.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement shall be brought in the state circuit court in the county in which the Municipality is principally located.

26. **Arbitration.** If the parties to this Agreement have a disagreement regarding implementation or interpretation of any aspect of this Agreement, either party may elect to arbitrate the differences, using the arbitration procedures of Wisconsin Statutes Chapter 788. However, rather than use a panel of three (3) arbitrators, the parties may agree to jointly select a single arbitrator to decide the dispute. Each party shall pay their own attorney's fees and arbitration costs, but costs for the arbitrator and court reporter shall be equally divided between the parties. Specific procedures regarding preparation for, and conduct of, the arbitration proceedings shall be determined by the parties to this Agreement, or as ordered by the Arbitrator if the parties are unable to come to an agreement. Any right to seek court relief shall be governed by the provisions of Wisconsin Statutes Chapter 788. However, in any event, the parties agree to waive a request for a trial by jury.

27. **Notice.** Notice shall be deemed delivered as of the date of the postmark, shall be sent via certified mail, and addressed to all the following:

County/City/Village/Town of [state name of contracting municipality]
[state title of authorized representative]
[state address]

Contractor [state name of contractor]
[state title of authorized representative]
[state address]

IN WITNESS WHEREOF, the undersigned having lawful authority from their respective municipalities and EMS service agency have set their hand on the dates set forth below.

For the County/City/Village/Town of _____ [state name of municipality]

_____ [signature of authorized representative]
Its _____ [title of authorized representative]
Date: _____

For _____ [state name of Contractor]

_____ [signature of authorized representative]
Its _____ [title of authorized representative]
Date: _____

APPENDIX A

[add map of service territory]

APPENDIX B

(add agreement regarding capital purchases, including method of cost allocation)