

LCFD-TSA EMPLOYEE LEASE AGREEMENT

This Employee Lease Agreement ("Agreement") is made and entered into as of April 26, 2021, ("Effective Date") by and between **La Crosse Fire Department, individually and as agent for City of La Crosse** ("Employing Entity"), and **Tri-State Ambulance, Inc.** ("Facility").

RECITALS

- A. Employing Entity and Facility are organizations whose purposes include the advancement of healthcare and emergency medical services.
- B. Employing Entity and Facility are unrelated entities.
- C. In order to meet the needs of its patients, Facility wishes, pursuant to the terms and conditions contained in this Agreement, to obtain the Services of certain Professionals employed by Employing Entity.
- D. Pursuant to the terms and conditions outlined in this Agreement, Employing Entity is willing to provide the Services of certain Professionals to Facility.

AGREEMENT

- 1. Professional Services. Employing Entity will provide the Services described in Exhibit A ("Services"). Services will be provided by Professional(s) as further described in Exhibit A.
- 2. Qualifications, Conduct, and Standards Applicable to Professionals. Professionals shall, at all times relevant to this Agreement: (a) be qualified to perform the Services, (b) hold all licenses required to perform the Services, (c) provide the Services in manner that is competent and compliant with all applicable laws, regulations, and standards, and (d) comply with all reasonable rules and requirements of Facility. If at any time Facility, in its sole discretion, determines that a Professional has failed to meet the requirements outlined in this Section, Facility may remove Professional from Facility's premises. In the event that Facility removes a Professional from Facility's premises pursuant to this Section, Facility shall immediately notify Employing Entity. Professionals which have been removed pursuant to this section may not be scheduled or provide Services under this Agreement without advance written consent from Facility.
- 3. Site of Service. Services will be provided on Facility's premises or at such other location as may be agreed upon by the parties from time to time.
- 4. Schedule. The scheduling of Professional(s) providing Services under this Agreement shall be mutually agreed upon by Employing Entity and Facility. The manager of the Facility requesting the Services shall contact the manager of the Employing Entity providing the Services to coordinate scheduling the Services. When requesting to schedule Services, Facility shall provide Employing Entity with as much notice as is reasonably practicable. Parties agree to endeavor to schedule services 30 days in advance. In the event that Facility provides Employing Entity less than twenty-four hours' notice, Employing Entity may provide services as able and as subject to the premium rate. If the parties are unable to agree on the scheduling and/or amount of Services to be

provided under this Agreement, either party may terminate this Agreement as set forth in the Term and Termination section, below.

5. Orientation. Facility will provide orientation to the Facility for Professionals; provided, however, that it is understood that Professionals provided by the Employing Entity will already have the necessary training, education and professional certification necessary to perform the Services. Facility will provide sufficient education or training to Professionals as required by Facility to maintain licensure and proficiency.
6. Record of Services. The actual time spent by Professional(s) performing Services will be tracked by the Professional through the Employing Entity's timekeeping system, which will be recorded by Employing Entity. Such time will be measured in fifteen-minute increments.
7. Space, Equipment, Staff Services, and Supplies. Facility shall make available to Professional(s) the space, equipment, staff services, and supplies that are necessary for Professional(s) to perform the Services and to fulfill Employing Entity's obligations under this Agreement. Professional(s) shall not use any Facility space, equipment, staff services, or supplies for any purpose other than as required to provide Services under this Agreement.
8. Performance Standards; Quality Indicators. During the term of this Agreement, Professionals shall meet the following performance standards and quality indicators: [a] Professionals shall comply with Facility regulations, maintain confidentiality of patient-related information, abide by Facility policies and procedures, and comply with state and federal requirements, [b] Employing Entity shall ensure that each Professional has undergone a comprehensive screen to determine qualifications and competence, and [c] Facility reserves the right to require each Professional to complete an orientation.
9. Performance Monitoring. During the term of this Agreement, Facility reserves the right to periodically monitor the Professional's activities in order to ensure the Employing Entity's compliance with the terms of the Agreement, including, without limitation, performing [a] direct observation of the services provided, [b] review or audits of documentation and other business records kept by Professionals and/or the Employing Entity upon reasonable notice, [c] collecting and reviewing data that address the efficacy of the services contracted for in this Agreement, [d] periodic review(s) of the accreditation or certification status of the Professionals, and/or [e] review of patient satisfaction surveys.
10. Payment. Facility shall pay Employing Entity the amounts set forth in Exhibit A for Services provided under this Agreement and recorded as required in the Record of Services Section of this Agreement. Employing Entity shall invoice Facility on a monthly basis for Services provided under this Agreement, and Facility shall pay such invoices within thirty (30) days of receipt. Employing Entity shall include a description of the Services and the number of hours provided.
11. Insurance. Each party shall, at its expense, carry liability and professional liability insurance or provide self-insurance covering its acts and omissions under this Agreement, with limits of at least \$1 million per claim and \$3 million aggregate. In addition to and in clarification of the foregoing, Employing Entity shall be solely responsible for liability and professional liability insurance, as well as worker's compensation insurance, for all Professionals providing Services under this Agreement. Moreover, and in further

clarification of the foregoing, Facility shall be solely responsible for liability and professional liability insurance, as well as worker's compensation insurance, for all Facility's employees.

12. Compliance. Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.
13. Confidentiality. Both parties shall maintain the confidentiality of patient records and medical information, in accordance with applicable state and federal laws, rules and regulations. Neither party nor any of its staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing by any patient, medical information regarding the other party's patient. All documentation and records relating to any Professional's provision of Services hereunder shall be and remain the sole property of Facility, subject to the patient's rights in such documentation and records.

During the course of providing Services hereunder, the parties may have access to or become acquainted with confidential information relating to each other's business operations. Both parties, on their own behalf and on behalf of their employees and agents, acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out its obligations under this Agreement. Upon termination of this Agreement, both parties agree to return to each other all copies of data, records or other materials, regardless of whether such data, records or other materials are in written, electronic, or other format, which belong to the other party and which contain, embody, or disclose, in whole or in part, any confidential patient information or any general confidential information.

In addition to and in clarification of the foregoing, nothing in this Section 13 shall prevent Employing Entity from performing its duties under the Wisconsin Public Records Law. Facility and Employing Entity agree that patient health care records, as that term is defined at Wisconsin Statute § 146.81(4), are exempt from disclosure requirements under the Wisconsin Public Records Law. Employing Entity shall not make any disclosure under the Wisconsin Public Records Law which contain patient health care records

The provisions of this Section shall survive the termination of this agreement.

14. Public Records Law. Facility understands and acknowledges that Employing Entity is subject to the Public Records Law of the State of Wisconsin. As such, Facility agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Employing Entity shall notify Facility of any public records request affecting Facility within one (1) business day. Facility agrees to reasonably cooperate with Employing Entity in complying with any public records request that Employing Entity receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Facility may object, and Employing Entity will reject the request. Facility may seek to intervene in any subsequent

public records lawsuit, writ of mandamus, or other action against Employing Entity seeking to compel disclosure in order to dispute disclosure of the requested record. Facility shall also reasonably cooperate with Employing Entity, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Facility will produce the records or indemnify and hold harmless Employing Entity from any liability, including without limitation, attorney fees related to or in any way arising from Facility's actions or omissions which contribute to Employing Entity's inability to comply with the Public Records Law. In the event that Facility decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Employing Entity whereupon Employing Entity shall take custody of said records assuming such records are not already maintained by Employing Entity. This provision shall survive the termination of this Agreement.

15. Inducement of Referrals. It is not the purpose of this Agreement or the intent of the parties to induce or encourage the referral of patients and there is no requirement under this Agreement or under any other agreement between the parties that either party, or its employees or agents, refer patients to the other party for products or services. No payment made under this Agreement is made in return for the referral of patients, or is made in return for the purchasing, leasing or ordering of any products or services.
16. Access to Records. To the extent required by applicable law, Employing Entity agrees that for a period of four (4) years after it has last furnished services under this Agreement, it shall make available, upon written request of the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request of the Comptroller General of the United States (the "Comptroller"), or any of their duly authorized representatives, this Agreement and any of its books, documents and records that are necessary to certify the nature and extent of the costs for services for which Facility seeks reimbursement. Employing Entity further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period with a related organization, such subcontract shall contain a clause requiring the subcontractor, for a period of four (4) years after carrying out such duties, to make available, upon written request of the Secretary or Comptroller, or any of their duly authorized representatives, the subcontract and any of its books, documents, and records that are necessary to verify the nature and extent of the cost of the Services it has provided.
17. Indemnification. The parties are each responsible for their own acts and omissions, and are not liable for the acts or omissions of, or the cost of defending, others. Nothing in this Section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.

In addition to and in clarification of the foregoing, nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of Employing Entity or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification or liability is available and enforceable against Employing Entity, the Employing Entity or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages,

costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

18. Term and Termination. This Agreement shall continue in effect for one (1) year from the effective date, and shall automatically renew for successive one (1) year terms unless sooner terminated as set forth in this Agreement. Either party may terminate this agreement by providing the other party thirty (30) days' prior written notice of such termination. Notwithstanding the foregoing, The Employing Entity may, in its sole discretion, choose to stop providing one or more type(s) of Professionals pursuant to this Agreement, provided it gives the other party thirty (30) days advance written notice. Employing Entity and Facility agree to meet at least once annually, upon the request of either party, to review the hourly rates identified in Exhibit A.
19. Notices. All notices required or permitted under this Agreement shall made in writing and delivered (a) personally or (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by a recognized courier service. Notice to a party shall be addressed to the address(es) listed in this Section or at such other address(es) as that a party may designate by like notice from time to time. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt if by certified mail or courier service.

If to Employing Entity:

City of La Crosse
Attn: Fire Chief
400 La Crosse Street
La Crosse, WI 54601

With a copy to:

City Clerk
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

If to Facility:

Tri-State Ambulance, Inc.
Attn: Admin. Director
235 Causeway Blvd
La Crosse, WI 54603

With a copy to:

Gundersen Health System
Attn: General Counsel
1900 South Avenue
MS – GB1-001
La Crosse, WI 54601

20. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Wisconsin to apply.
21. Venue and Personal Jurisdiction. The parties hereby consent to venue and personal jurisdiction in the La Crosse County Circuit Court. If the La Crosse County Circuit Court cannot adjudicate an action because it lacks subject matter jurisdiction, the parties alternatively consent to venue and personal jurisdiction in the federal district court for the Western District of Wisconsin.
22. No Assignment. Neither party may assign this Agreement without the prior written consent of the other.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
24. Entire Agreement. This Agreement, including any exhibits, attachments, or addenda which are incorporated by reference herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the parties.
25. Amendment. No amendment to this Agreement shall be effective unless in writing and signed by both parties.
26. Consent to Amendment. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. If a party refuses to enter into such an Amendment, the other party may immediately terminate this Agreement upon providing written notice of termination.
27. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision. All of the rights and remedies provided herein are cumulative and additional to any rights or remedies the parties may have at law.
28. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and to their permitted successors and assigns.
30. Independent Contractor Relationship. The parties to this Agreement are at all times performing as independent contractors. Nothing in this agreement shall constitute or be construed the creation of an employment relationship, partnership or joint venture between or among Employing Entity, Facility, and/or any of their agents or employees, including but not limited to Professional(s). In addition to and in clarification of the foregoing, it is expressly understood that Professionals are not employees of Facility. Professionals shall not be entitled to receive any benefits from Facility, nor shall the Employing Entity or Professionals be entitled to participate in any employee benefit plans now or hereafter offered by Facility. Employing Entity's human resource policies shall apply to the Professionals and Employing Entity shall be responsible for paying compensation as well as all federal, state, and local taxes, fees, and other amounts arising from or relating to the Professionals and the Services provided pursuant to this Agreement, including without limitation: [i] All income taxes, withholding taxes, self-employment taxes, and social security taxes, [ii] All sales and use taxes, if any; [iii] All license fees, permit fees and assessments; and [iv] All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.
31. Claims Notification. Each party shall promptly notify the other in the event it has reason to believe a claim may exist against the other party, or any Professional, related to the

services provided under this Agreement. Notification under this section shall be for information purposes only and shall not substitute for any statutory notification and claim procedures, if and as applicable.

32. Section Headings. Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

**City of La Crosse
(Employing Entity)**

Tri-State Ambulance, Inc. (Facility)

By: 
Print name: Jeff Schaff
Title: Fire Chief
Date: 12-5-2023

By: 
Print name: Tom Tornstrom
Title: Director
Date: 12-5-2023

EXHIBIT A

Scope of Services:

Employing Entity will provide the services of Emergency Medical Technicians (EMT) and Paramedics to the facility.

Payment:

In exchange for the Services, Facility shall pay Employing Entity the following hourly rates for each Professional:

Professional	Hourly Rate
Paramedic	\$40.93
EMT	\$38.08
Paramedic – 24 hour or less notice	\$49.12
EMT – 24 hour or less notice	\$45.69

2021 thru 2023 Hourly Rates		
Professional	Hourly Rate	
Paramedic	\$	40.93
EMT	\$	38.08
Paramedic - 24 Hour or Less Notice	\$	49.12
EMT - 24 Hour or Less Notice	\$	45.69

2024 Hourly Rates (effective 1-1-2024)			Increase from Previous Year	
Professional	2024 Hourly Rate		%	Previous Hourly Rate
Paramedic	\$	45.02	10%	\$ 40.93
EMT	\$	41.89	10%	\$ 38.08
Paramedic - 24 Hour or Less Notice	\$	54.03	10%	\$ 49.12
EMT - 24 Hour or Less Notice	\$	50.26	10%	\$ 45.69

These amounts recognize that their CBA will likely have additional increases in 2025.
Would like to have the right to renegotiate the prices after CBA changes.