

RESOLUTION NO. 99-010

RESOLUTION RELATIVE TO EMS CONTRACT WITH DIVINE SAVIOR HOSPITAL

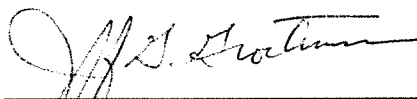
WHEREAS, the City of Portage has been negotiating for an Ambulance Contract;

AND WHEREAS, the Finance and Administration Committee has recommended the approval of the attached Ambulance Service Agreement with Divine Savior Hospital and Nursing Home, Inc.;

AND WHEREAS, the attached Ambulance Service Agreement incorporates the terms and provisions as recommended by the Finance Committee;


NOW, THEREFORE, IT IS HEREBY RESOLVED that the Acting Mayor and the City Clerk are hereby authorized to execute the Ambulance Service Agreement.

DATED this 14th day of January, 1999.



(Jeff G. Grothman)

Adopted: 01/14/99
Approved: 01/14/99



William F. Tierney, Acting Mayor

Resolution requested by:

Finance and Administration Committee

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of February, 1999 (the "Effective Date") by and between the City of Portage, Wisconsin (the "City") and Divine Savior Hospital & Nursing Home, Inc. (the "Hospital").

1. BACKGROUND

1.1. City. The City of Portage is a municipal unit of government operating pursuant to Chapter 62 of the Wisconsin Statutes.

1.2. Hospital. The Hospital is a Wisconsin nonprofit, nonstock charitable organization with its principal place of business at 1015 West Pleasant Street, Portage, Wisconsin. The Hospital is engaged in the business of providing health care and related services, including ambulance and emergency medical services in the greater Portage, Wisconsin area.

1.3. Mutual Agreement. The City recognizes the desirability of promoting the availability of adequate and reliable ambulance services to persons within the City and, accordingly, the City wishes that the Hospital provide ambulance services within its boundaries. The Hospital wishes to assist in meeting the health care needs of the community the Hospital serves, and therefore, is willing to provide the services described in this Agreement. Therefore, in consideration of their mutual promises, the parties enter into this Agreement.

2. HOSPITAL PROVISION OF AMBULANCE SERVICES

2.1. Ambulance Services.

(a) The Hospital will provide four fully equipped ambulances to provide ambulance services upon call to all persons in need of services within the City and the Towns of Caledonia,

Fort Winnebago, Lewiston and Pacific (the "Towns"). The ambulances will be based within the city limits of the City.

(b) Two of the Hospital's ambulances will be dedicated to providing emergency calls, otherwise known as "911 calls". One ambulance will be located primarily at the Hospital and will be the first responder for 911 calls. Another ambulance will be available as back-up for the first responder unit. The third ambulance will serve as a transfer unit and back-up for the on-call 911 unit.

(c) The Hospital's ambulances will be properly approved and licensed by necessary authorities. The Hospital will maintain all ambulances and related equipment in good working order and will meet the requirements of applicable state law. The Hospital will obtain and maintain all necessary licenses for operation of the ambulance service.

2.2. Ambulance Staffing.

(a) The Hospital will provide such management personnel as may be necessary to supervise the operation and provision of ambulance services as set forth in this Agreement.

(b) The Hospital will schedule a three-person ambulance crew for 911 call responses. The Hospital may use a two-person crew for nonemergency and back-up 911 response calls and for inter-facility transfers.

(c) The Hospital shall provide "EMT-I" service on the two ambulances dedicated to 911 calls. The Hospital also agrees to provide ambulance services consistent with any State of Wisconsin operational plan applicable to provision of services under this Agreement.

2.3. Service Area.

- (a) The primary service area within which the Hospital will provide ambulance services will be the area within the City's and the Town's legal boundaries.
- (b) The Hospital will maintain mutual aid agreements with participating nearby ambulance services. The Hospital will maintain satisfactory protocols to coordinate ambulance services with the City's fire and police departments.
- (c) The Hospital will provide, where possible, one Advanced Life Support three (3) person crew and an ambulance to accompany the City's fire department hazardous materials response team ("HAZMAT") when the HAZMAT is called to respond to an incident. The Hospital's crew in these circumstances will provide, exclusively, medical services for the HAZMAT team. The Hospital will submit a detailed billing report to the City's fire chief within forty-eight (48) hours following termination of the incident for which the HAZMAT team was called. For other incidents, the Hospital will provide, if possible, an ambulance with a three (3) person crew to stand by and remain at any incident when called by the City's fire chief or his or her designee.

2.4. Other Related Services. The Hospital will provide an ambulance staffed by appropriate personnel, for all home Portage area high school football games, wrestling matches and major track and field meets at no cost to City, but not to exceed twenty-five (25) events per year. The Hospital may charge for any transport services rendered during such events. The Hospital will give priority to incoming ambulance calls during such time as an ambulance may be in attendance at any home Portage High School sporting events.

3. CITY OBLIGATIONS

3.1. Dispatch. The City shall dispatch, at no cost to the Hospital, all emergency (including 911 calls routed from Columbia County on behalf of the Town) and nonemergency calls, including transfers.

3.2. Payments. The City shall be responsible for making the payments described in paragraph 5 of this Agreement, and shall otherwise comply with the obligations set forth in this Agreement.

3.3. Lease. The City shall lease to the Hospital the ambulances and related equipment necessary for operation of the ambulance service. The lease shall be in the form attached as Exhibit A to this Agreement.

4. LIABILITY INSURANCE

The Hospital agrees to maintain policies of insurance insuring the Hospital against claims arising out of errors and omissions in the performance of its annual emergency medical services in the following amounts:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Workers Compensation	The amounts of coverage will be at least the minimum required by law or consistent with practice.
General Liability	\$5,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000/\$3,000,000

5. PAYMENT FOR SERVICES

5.1. Billing for Services. The Hospital shall establish charges for the ambulance services provided under this Agreement. The Hospital shall bill and collect from the appropriate payer for such services. The Hospital agrees to perform such billing and collection services in accordance with applicable regulations.

5.2. City Payments.

(a) The purpose of this section of this Agreement is to set forth the obligations of the Hospital and the City with respect to financial operation of the ambulance service. For purposes of this Agreement, a "Contract Year" is the twelve-month period beginning on January 1 and ending on December 31 of any particular year, except that the first Contract Year hereunder shall commence on February 1, 1999.

(b) The Hospital shall prepare a budget of projected income and expenses for each Contract Year of this Agreement. The budget for the first Contract Year is attached as Exhibit B. The budget shall contain projected revenues and expenses for at least each category listed on Exhibit B. For subsequent Contract Years, the parties shall meet to discuss and approve subsequent budgets which shall be added to this Agreement as an amendment. Within sixty (60) days of the end of each Contract Year under this Agreement, the Hospital shall prepare, and deliver to the City, a statement (the "Reconciliation Statement") showing expenses and revenues for the preceding Contract Year from operation of the ambulance service. If the Reconciliation Statement indicates that revenues equaled or exceeded expenses during the previous Contract Year, the City need make no payment to the Hospital. If the Reconciliation Statement shows that expenses exceeded revenues for the previous Contract Year, then the City shall pay to the

Hospital, within thirty (30) days of receipt of the Reconciliation Statement, an amount equal to the difference between expenses and revenues (the "Shortfall") for the preceding Contract Year. The Hospital acknowledges and agrees that if a Shortfall exists, the City may require townships for which the Hospital is providing ambulance services to pay a portion of the Shortfall to the Hospital.

(c) The Hospital agrees to make available to the City and its authorized representatives, upon reasonable request, such books and records as are necessary to verify the Reconciliation Statement.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall commence as of 12:00 a.m. on the Effective Date and shall continue until 11:59 p.m. on December 31, 2003 (the "Initial Term") unless terminated earlier as provided herein. Unless the Agreement is terminated as otherwise provided herein, the Agreement shall automatically renew after the Initial Term for additional one (1) year terms.

6.2. Termination. Either party may terminate this Agreement effective at the end of the Initial Term or any renewal term by giving the other party at least ninety (90) days written notice before the end of the Initial Term or any succeeding term.

6.3. Termination for Cause. Either party may terminate this Agreement, upon ninety (90) days prior written notice to the other party, if the other party materially breaches any provisions of this Agreement; provided, however, that the party which wishes to terminate this Agreement has given the breaching party written notice of the material breach along with written notice of the intent to terminate the Agreement if the breach has not been cured within thirty (30)

days after receipt of such notice. The notice of breach under this subsection must specify with reasonable particularity the nature and extent of the material breach complained of.

7. ADVISORY GROUP

The parties agree that ongoing communication about provision of services under this Agreement will be useful to meeting the objectives of the Agreement. Therefore, the parties agree to establish an "Advisory Group" consisting of one representative of the City, each of the Towns and the Hospital. During the first Contract Year (that is, the period ending December 31, 1999) of this Agreement, the parties will meet quarterly to discuss matters of mutual interest with respect to provision of ambulance services and the provision of services. Thereafter, the parties will meet semiannually at a time and place mutually agreeable to the parties. The parties intend to meet in the first week of September during any Contract Year hereunder for the purposes of discussing and approving the budget as provided in Section 5.2 of this Agreement.

8. RELATIONSHIP OF PARTIES

In the performance of all work, duties and obligations under this Agreement, the City and Hospital shall at all times act and perform as independent contractors.

9. MISCELLANEOUS

9.1. Access of the Government to Records. To the extent that the provisions of Section 1861(c)(1)(I) of the Social Security Act (42 U.S.C. Section 1935x(v)(I)) are applicable to this Agreement, the parties agree to comply therewith.

9.2. Governing Law. This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by, the laws of the State of Wisconsin.

9.3. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

9.4. Entire Agreement. This Agreement represents the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written negotiations, understandings and agreements.

9.5. Amendment. No alteration or modification of this Agreement, including exhibits hereto, shall be valid unless made in writing and executed by each of the parties hereto.

9.6. Vested Rights. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder.

9.7. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and representatives.

9.8. Notices. Any notice or other communication required pursuant to the provisions of this Agreement shall be in writing and shall be deemed effective when hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Divine Savior Hospital & Nursing Home, Inc:

Chief Executive Officer
P.O. Box 387
Portage, WI 53901

If to the City of Portage:

Mayor's Office
115 West Pleasant St.
Portage, WI 53901

Either party hereto may change the address for the receipt of notice by notice given pursuant to the provisions of this Section.

9.9. Waiver of Breach. The waiver by either party of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

9.10. Captions. The section headings included in this Agreement are for convenience of reference only and shall not be utilized to limit, define or interpret the provisions of this Agreement.

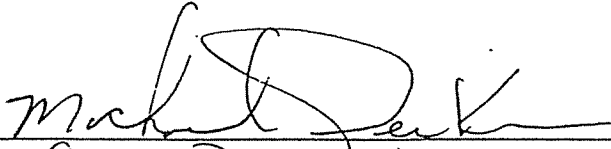
9.11. Number and Gender. All words used in singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

9.12. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

9.13. Assignment. The assignment of this Agreement in whole or in part without the consent of the other party is prohibited.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

DIVINE SAVIOR HOSPITAL & NURSING HOME, INC.

By: 
Title: CEO, President

CITY OF PORTAGE, WISCONSIN


By: 
Title: A/ Mayor

EXHIBIT A

EQUIPMENT LEASE

THIS EQUIPMENT LEASE ("Lease"), made as of the 1st day of February, 1999, by and between Divine Savior Hospital & Nursing Home, Inc., a Wisconsin non-profit corporation with its principal place of business in Portage, Wisconsin ("Lessee") and the City of Portage, Wisconsin a municipal unit of government operating pursuant to Chapter 62 of the Wisconsin Statutes ("Lessor").

RECITALS

- A. Lessor owns the ambulance and related equipment described on Attachment 1 (the "Equipment").
- B. Lessee has an interest in leasing the Equipment from Lessor, and Lessor is willing to lease the Equipment to Lessee, on the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration, Lessor and Lessee agree as follows:

1. **The Equipment.** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the Equipment. Lessor shall make the Equipment available to Lessee at Lessee's facility in Portage, Wisconsin, as of the date of this Lease. At the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor's facility in as good condition as at the date of this Lease, ordinary wear and tear excepted. Lessee agrees to insure the Equipment as provided in the Ambulance Service Agreement between the parties effective as of February 1, 1999.

2. **Term.**

a. This Lease shall run for a term of five (5) years commencing on the date hereof (the "Initial Term"), unless terminated earlier as provided herein.

b. Either party may terminate this Lease upon ninety (90) days prior written notice to the other party if the other party materially breaches any provisions of this Lease; provided, however, that the party which wishes to terminate this Lease has given the breaching party written notice of the material breach along with written notice of the intent to terminate the Lease if the breach has not been cured within thirty (30) days after receipt of such notice. The notice of breach under this subsection must specify with reasonable particularity the nature and extent of the material breach complained of.

3. Rent. As rent for the Equipment, Lessee shall pay to Lessor, monthly rent equal to ~~Six thousand eight hundred~~ eighty six and 25/100 Dollars (\$ 6,886.25) per month, beginning on the date of this Lease, and continuing on the same date of each succeeding month until the expiration or earlier termination of this Lease. Rent for partial months shall be prorated.

4. Use and Care of the Equipment.

a. Lessee covenants to use the Equipment in a safe and careful manner, in accordance with all applicable federal, state, and local laws, codes and regulations, and in accordance with all applicable manufacturer's recommendations.

b. Lessee, at its sole cost and expense, shall furnish all repair and maintenance required by the Equipment during the term of this Lease, and at the end of this Lease, in order that the Equipment may be returned to Lessor in the condition called for herein.

5. Warranty of Title/Disclaimer. Lessor warrants that it owns the Equipment and has full right and authority to enter into this Lease and perform its obligations hereunder. Lessor makes no other warranty or representation concerning the Equipment, and EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES RESPECTING THE CONDITION OF THE EQUIPMENT, ITS FITNESS FOR ANY PURPOSE, OR WHETHER LESSEE SHALL BE SUCCESSFUL IN USING THE EQUIPMENT FOR LESSEE'S INTENDED PURPOSE. Nothing contained herein shall be construed as depriving Lessee of whatever rights, if any, Lessee may have against any parties other than Lessor such as the supplier or the manufacturer of any Equipment.

6. Default by Lessee. If Lessee fails to pay rent when due, or fails to abide by any of its other covenants under this Lease, and such failure continues five days after Lessor notifies Lessee of the failure in writing, Lessor may, without limiting any other remedies available under law or in equity, terminate this Lease by written notice to Lessee and immediately take possession of the Equipment. Notice shall be effective two days after deposit with the U.S. Postal Service, postage paid, addressed to Lessee at the address above; or, one day after deposit with a national commercial overnight courier service, addressed to Lessee at the address above; or, upon transmission if sent by facsimile transmission. Lessee shall pay to Lessor all costs, including reasonable attorneys fees, incurred by Lessor in enforcing the terms of this Lease, or in exercising its remedies hereunder.

7. Option to Buy. Upon termination of this Lease, after the end of the Initial Term, Lessee shall have the option to purchase the Equipment at the purchase price of (1) dollar (\$1).

8. Hold Harmless. Lessee agrees to hold the City harmless from any damages that the City may incur by reason of Lessee's operation of the Equipment. Lessee may satisfy this

obligation by having the City named as an additional insured under the Lessee's policies of insurance covering the Equipment.

9. Miscellaneous.

a. This Lease constitutes the entire agreement between the parties relating to the Equipment, and may not be amended except in writing signed by both parties.

b. Lessee may not assign its interest in this Lease, or let any other party have possession or use of the Equipment, without the express, written consent of Lessor, which shall be within the sole discretion of Lessor.

LESSOR:

LESSEE:

CITY OF PORTAGE, WISCONSIN

DIVINE SAVIOR HOSPITAL &
NURSING HOME, INC.

By: L + L

Title: Mayer

By: [Signature]

Title: President and CEO

ATTACHMENT 1
AMBULANCE & RELATED EQUIPMENT

QUANTITY EQUIPMENT

1	1999 ROAD RESCUE AMBULANCE – Ford E-450 VIN# to be assigned
1	1998 ROAD RESCUE AMBULANCE – Ford E-450 VIN# 1FDXE40F7WHB64718
2	USED AMBULANCES – 1991 Ford E-350 VIN# 1FDKE30M6MHA58647
	1989 Ford E-350 VIN# 1FDKE30M0KHB65223
4	RADIOS
40	PAGERS
4	DRUG CASE/TV
24	IV TUBING
24	14 GAUGE ABBO
24	16 GAUGE ABBO
24	18 GAUGE ABBO
24	20 GAUGE ABBO
24	24 GAUGE ABBO
8	STERILE 2L NACL
24	EPI-PENS
8	1L NACL
8	SYRUP OF IPECAC
8	ACTIVATED CHARCOAL
	LIQUID GLUCOSE
	IV-1000 CC NS
8	IV-500 CC NS
4	NARCAN
8	DEXTROSE-50
8	ALBUTEROL
4	#2 PHILLIPS SCREWDRIVER
4	HACKSAWS
4	10 INCH VICE GRIPS
4	16 OZ. HAMMER
4	24 INCH WRECKING BAR
12	PAIR LEATHER GLOVES
8	ROLLS DUCT TAPE
4	SPRING LOADED CENTER PUNCH
18	NON-COMBUSTIBLE LIGHT STICKS
4	TOOL BOXES
4	12 INCH WRENCH
4	SCREWDRIVER ¼ INCH BLADE
12	IMPACT RESISTANCE EYE PROTECTION
40	UNIFORMS
4	AMBULANCE COTS
4	LIFE PAK 12 DEFIB/MONITOR 1/EKG
1	DATASCOPE ACCUTOR BP MONITOR
4	ACCUCHECK TEST STRIPS & LANCETS
	SAM SPLINTS

4	SPLINTS
4	TRACTION SPLINTS
	LONG BOARDS
	STRAPS
8	KEDS
4	STRETCHER NETS
4	LAP WRIST RESTRAINTS
4	ANKLE RESTRAINTS
12	HAZMAT SUITS
8	BODY BAGS
4	INFANT/PEDS IMMOBILIZATION
4	HAND HELD SUCTION
8	PORTABLE OXYGEN REGULATORS
8	LIGHTWEIGHT STEEL CYLINDER
4	OXYCLIP
8	BP CUFF KITS
8	STETHOSCOPES
8	LARYNGOSCOPES & BLADES
4	ADULT MAGILL FORCEPS
4	CHILD MAGILL FORCEPS
4	SCOOP STRETCHERS
4	IV POLES
4	IMMOBILIZATION CASES
4	SPIDER STRAPS
4	PADDED BOARD SPLINTS
4	STAIR CHAIRS
6	BURN SHEETS
	BANDAGE SHEARS
8	TRAUMA SCISSORS
4	CELL PHONES
24	BIO-HAZARD BAGS
8	PEN LIGHTS
4	CAR SEATS
4	RING CUTTERS
4	POLAROID CAMERAS
6	CLIP BOARDS
24	PENS
8	NO SMOKING SIGNS
15	SAFETY GLASSES
4	MAST TROUSERS
5	OB KITS
2	HEAD BEDS/10/PKG
4	FLASHLIGHTS
4	FLASHLIGHTS
4	MEGA DUFFEL PLUS
4	A1100 MULTI POCKET KIT
8	SHARPS CONTAINERS
4	THERMOMETERS
24	ADULT NASAL CANNULAS
24	ADULT SIMPLE FACE MASKS
4	PEDIATRIC NASAL CANNULAS
	PEDIATRIC SIMPLE FACE MASKS
24	ADULT NON-REBREATHER

EXHIBIT B

<u>Revenue</u>	<u>#</u>	<u>Rate</u>	<u>Estimated</u>
# of emergency calls:			
Average # of miles per call:			
# of calls - no transport (15% of calls not transported)			
# of transfers:			
Average # of miles per transfer:			
Total Estimated Gross Revenue:			
Less: Allowances			
Net Revenues			
<u>Expenses</u> ¹			
<u>Salaries</u> ²			
On call pay			
Benefits			
Medical supplies			
Legal			
Insurance			
Maintenance			
Uniforms			
Consulting			

¹The City agrees that at least the Expenses in this category shall be included in calculations of the Shortfall under Section 5.2(b) of the Agreement. Expenses shall include all Expenses allocated to the Hospital's ambulance service in accordance with Medicare cost reporting principles.

²Salaries shall be calculated by multiplying the actual dollar amount of wages or salaries and fringe benefits by one point two (1.2).

24	CHILD NON-REBREATHER
24	INFANT MASK
	ADULT BAG-VALVE MASK
	CHILD BVM
0	INFANT BVM
6 BOX	SOFT ROLLED GAUZE/10/BOX
8	OCCLUSIVE DRESSING 3X9
1 BOX	TAPE
1 BOX	SURGICAL MASKS
25	BABY NO NECK C-COLLARS
25	PEDIATRIC C-COLLARS
50	ADULT AMBU C-COLLARS
18	YANKAUER SUCTION
24	WHISTLE TIP SUCTION
16	HAND HELD NEBS
12 BOX	LATEX FREE GLOVES
4 BOX	SARAN WRAP
8 BOX	1 INCH BAND-AIDS
24	SUCTION TUBING
8	BULB SYRINGE
4	POCKET MASKS
24	COLD PACKS
24	HOT PACKS
24	EMESIS BASINS
8	URINALS
1 BOX	BEDPANS
3 BOX	CHUX
OX	TOILET PAPER
0	ORAL AIRWAYS 1-6
24	10X30 TRAUMA DRESSINGS
1 BOX	4X4 GAUZE PADS
3 BOX	COMBITUBES
4	NASAL-PHARYNGEAL AIRWAYS
48	TRIANGULAR BANDAGES
12	SUCTION CANISTERS
1 CASE	OXYGEN WARMERS/12/NEB/HUMID
2 BOX	TB FIT MASKS/20
12	FACE TENT MASK

Education

Office

Garage Storage

Utilities

Licensing

Internal Costs:

Directorship

Billing services
(+ benefits)

Phone services

Advertising

Equipment Lease
(Tier 1)³

EMS Services Fund
(Tier 2)⁴

Net Profit (Loss)
from Operations

³Tier 1 consists of the amount of payments reflected under the Equipment Lease (Exhibit A).

⁴The Tier 2 EMS Services Fund is a funded depreciation fund equal to, on an annual basis, the amount of depreciation for the ambulance equipment used under the Agreement. The Hospital will reserve this fund for emergency medical services capital expenses.

Exhibit To Portage Ambulance Service Agreement
Divine Savior
Ambulance Proposal
Twelve Month Operational Estimate

Income Statement

Revenue	#	Rate	Estimated
# of Emergency Calls:	755	\$ 350.00	\$ 264,250
Ave # of Miles per call:	6	\$ 5.00	22,650
# of Calls - No Transport (15% of Calls not transported)	113	\$ 195.00	(22,084)
# of Transfers:	550	\$ 350.00	192,500
Ave # of Miles per transfer:	45	\$ 5.00	123,750
Total Estimated Gross Revenue:			581,066
Less: Allowances	30%		(176,009)
			<u>\$ 405,057</u>

Expenses:

Salaries & Benefits	\$ 187,042
On Call Pay	52,560
Medical Supplies	26,100
Insurance	12,500
Gas/Maintenance	12,500
Other Operating Expenses	21,470
Garage Storage	9,000
Utilities	1,200
Internal Support Services	14,804
Ambulance Equipment Lease Expense	82,635
EMS Services Depreciation Fund	72,100
	<u>\$ 491,911</u>

Operational Funding Requirements	<u>\$ (86,854)</u>
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AMBULANCE SERVICE CONTRACT

TOWN OF CALEDONIA

This Agreement is made effective this 15 day of Jan, 1999, by and between the Town of Caledonia, Wisconsin, a town existing under Chapter 60 of the Wisconsin Statutes (the "Town") and Divine Savior Hospital & Nursing Home, Inc., a Wisconsin nonstock, nonprofit corporation (the "Hospital").

In consideration of the mutual promises contained in this Agreement, the Town and the Hospital agree as follows:

1. Under Section 60.565 of the Wisconsin Statutes, the Town is authorized to enter into an agreement for ambulance services. The Hospital operates an ambulance service and is willing to provide ambulance services to the Town.
2. Effective 2/1/99, the Hospital will act as the Town's primary ambulance service provider for the purpose of providing emergency treatment, transportation and care for residents of the Town when called to do so. The Hospital shall place ambulance equipment and personnel at such location(s) as the Hospital deems appropriate for provision of services under this Agreement. The Town understands that the Hospital will receive ambulance calls on an emergency basis through the City of Portage's emergency (911) call system.
3. The Town acknowledges that the Hospital is also providing ambulance services to the city of Portage under a Service Agreement effective 2/1, 1999. The Town and the Hospital agree that this Agreement shall remain in effect until the effective date of termination of the Ambulance Service Agreement between the City of Portage and the Hospital.

IN WITNESS WHEREOF, the Town and the Hospital have entered into this Agreement for provision of ambulance services.

TOWN OF CALEDONIA

DIVINE SAVIOR HOSPITAL &
NURSING HOME

By: James F. Ramsey
Title: Town Chairman
Date: 1-15-99

By: Michael D. V.
Title: CEO, President
Date: 1/15/99

AMBULANCE SERVICE CONTRACT

TOWN OF FORT WINNEBAGO

This Agreement is made effective this 1 day of Feb, 1999, by and between the Town of Fort Winnebago, Wisconsin, a town existing under Chapter 60 of the Wisconsin Statutes (the "Town") and Divine Savior Hospital & Nursing Home, Inc., a Wisconsin nonstock, nonprofit corporation (the "Hospital").

In consideration of the mutual promises contained in this Agreement, the Town and the Hospital agree as follows:

1. Under Section 60.565 of the Wisconsin Statutes, the Town is authorized to enter into an agreement for ambulance services. The Hospital operates an ambulance service and is willing to provide ambulance services to the Town.

2. Effective 2/1/99, the Hospital will act as the Town's primary ambulance service provider for the purpose of providing emergency treatment, transportation and care for residents of the Town when called to do so. The Hospital shall place ambulance equipment and personnel at such location(s) as the Hospital deems appropriate for provision of services under this Agreement. The Town understands that the Hospital will receive ambulance calls on an emergency basis through the ~~City of Portage's~~ emergency (911) call system.

3. The Town acknowledges that the Hospital is also providing ambulance services to the city of Portage under a Service Agreement effective 2/1/99, 1999. The Town and the Hospital agree that this Agreement shall remain in effect until the effective date of termination of the Ambulance Service Agreement between the City of Portage and the Hospital.

IN WITNESS WHEREOF, the Town and the Hospital have entered into this Agreement for provision of ambulance services.

TOWN OF FORT WINNEBAGO

DIVINE SAVIOR HOSPITAL &
NURSING HOME

By: William A. Schmedel

By: [Signature]

Title: Chair

Title: CEO, President

Date: 1-15-99

Date: 1/15/99

AMBULANCE SERVICE CONTRACT

TOWN OF LEWISTON

This Agreement is made effective this first day of February, 1999, by and between the Town of Lewiston, Wisconsin, a town existing under Chapter 60 of the Wisconsin Statutes (the "Town") and Divine Savior Hospital & Nursing Home, Inc., a Wisconsin nonstock, nonprofit corporation (the "Hospital").

In consideration of the mutual promises contained in this Agreement, the Town and the Hospital agree as follows:

1. Under Section 60.565 of the Wisconsin Statutes, the Town is authorized to enter into an agreement for ambulance services. The Hospital operates an ambulance service and is willing to provide ambulance services to the Town.
2. Effective February 1, 1999, the Hospital will act as the Town's primary ambulance service provider for the purpose of providing emergency treatment, transportation and care for residents of the Town when called to do so. The Hospital shall place ambulance equipment and personnel at such location(s) as the Hospital deems appropriate for provision of services under this Agreement. The Town understands that the Hospital will receive ambulance calls on an emergency basis through the 911 call system.
3. The Town acknowledges that the Hospital is also providing ambulance services to the city of Portage under a Service Agreement effective February 1, 1999. The Town and the Hospital agree that this Agreement shall remain in effect until the effective date of termination of the Ambulance Service Agreement between the City of Portage and the Hospital.

IN WITNESS WHEREOF, the Town and the Hospital have entered into this Agreement for provision of ambulance services.

TOWN OF LEWISTON

DIVINE SAVIOR HOSPITAL &
NURSING HOME, INC.

By: Sam Flenke

By: Michael D. K.

Title: Town Chair

Title: CEO President

Date: 15 Jan 99

Date: 1/15/99

AMBULANCE SERVICE CONTRACT

TOWN OF PACIFIC

This Agreement is made effective this 15 day of Jan, 1999, by and between the Town of Pacific, Wisconsin, a town existing under Chapter 60 of the Wisconsin Statutes (the "Town") and Divine Savior Hospital & Nursing Home, Inc., a Wisconsin nonstock, nonprofit corporation (the "Hospital").

In consideration of the mutual promises contained in this Agreement, the Town and the Hospital agree as follows:

1. Under Section 60.565 of the Wisconsin Statutes, the Town is authorized to enter into an agreement for ambulance services. The Hospital operates an ambulance service and is willing to provide ambulance services to the Town.

2. Effective Feb 1 1999, the Hospital will act as the Town's primary ambulance service provider for the purpose of providing emergency treatment, transportation and care for residents of the Town when called to do so. The Hospital shall place ambulance equipment and personnel at such location(s) as the Hospital deems appropriate for provision of services under this Agreement. The Town understands that the Hospital will receive ambulance calls on an emergency basis through the ~~City of Portage's~~ emergency (911) call system.
Columbia County 48th

3. The Town acknowledges that the Hospital is also providing ambulance services to the city of Portage under a Service Agreement effective 2/1, 1999. The Town and the Hospital agree that this Agreement shall remain in effect until the effective date of termination of the Ambulance Service Agreement between the City of Portage and the Hospital.

IN WITNESS WHEREOF, the Town and the Hospital have entered into this Agreement for provision of ambulance services.

TOWN OF PACIFIC

DIVINE SAVIOR HOSPITAL &
NURSING HOME

By: Harlan B. North

By: Michael D. K.

Title: CHAIRMAN

Title: _____

Date: 1-14-99

Date: 1/15/99