

**AMBULANCE SERVICE AGREEMENT
BETWEEN
LEUKEMIA AND LYMPHOMA SOCIETY
AND
CITY OF MANITOWOC FIRE DEPARTMENT**

This Agreement is made and entered into this 4th day of June, 2015, by and between Leukemia and Lymphoma Society and The Manitowoc Fire Department, 911 Franklin St, Manitowoc, WI, 54220. Manitowoc Fire Department may also be referred to as the "Provider".

RECITAL

Leukemia and Lymphoma Society desires to contract with the Manitowoc Fire Department to provide ambulance service for the safety of participants at UW-Manitowoc Campus. Manitowoc Fire Department is a governmental-based ambulance provider and is licensed to provide emergency ambulance services in the State of Wisconsin.

WITNESSETH:

For and in consideration of the mutual agreement herein contained and other good and valuable consideration, the Manitowoc Fire Department and Leukemia and Lymphoma Society do agree as follows:

1. DESCRIPTIONS, TYPE AND MANNER OF SERVICE TO BE PERFORMED

- A. The Manitowoc Fire Department agrees to provide a paramedic level Advanced Life Support (ALS) ambulance to the events at the UW-Manitowoc Campus.
- B. This service shall include emergency and non-emergency medical care, as allowed by Wisconsin law, and transport of patients to a hospital.
- C. This Ambulance will be dedicated to the UW Manitowoc Campus. In the event of an ambulance transport of a patient to a hospital from the event, the Manitowoc Fire Department will send another ambulance to cover the activities while the ambulance is off the campus.

2. TERM:

- A. The term of this agreement shall be July 18th, 2015. Ambulance coverage will normally start at 1300 hrs. (Unless otherwise stated) and run until approximately to 1800 hrs. or until the ambulance is released by event officials.

3. EQUIPMENT AND STAFFING OF AMBULANCE:

Subject to paragraph 1 of this Agreement, the Provider agrees to maintain staffing in accordance with Health Chapter HSS 110 and Chapter HSS 112 of the Department of Health and Family Services pursuant to provisions of Section 146.50, WI Stats. and as amended from time to time.

Provider will use ambulances that are equipped in accordance with the requirements of Trans. 309. They will assure that vehicles are well maintained.

4. HOLD HARMLESS CLAUSE:

The Provider will hold Leukemia and Lymphoma Society harmless from all liabilities, costs, damages and expenses, which may accrue against or be charged to Leukemia and Lymphoma Society by reason of or on account of damage to the property of, injury to, or death of any person arising from Providers' event of its duties under this agreement.

Leukemia and Lymphoma Society will indemnify and hold the Providers harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from the Providers by reason of or on account of damage to the property of, injury to, or death of any person arising from Leukemia and Lymphoma Society event of its duties.

6. CERTIFICATION STANDARDS:

At all times during the term of this agreement; the Provider shall be properly licensed to provide ambulance service in the State of Wisconsin. If Provider fails to maintain this licensing status, Leukemia and Lymphoma Society may terminate this agreement immediately to the Provider in violation upon notice.

7. AMBULANCE RATES, COMPENSATION, BILLING AND COLLECTIONS:

Subject to the terms of this Agreement, the Provider shall establish rates to be charged to recipients of ambulance services at its sole discretion.

Leukemia and Lymphoma Society agrees to pay Manitowoc Fire Department \$110.00 per hour for an ALS ambulance, for the period including travel time from the fire station to the event, while the ambulance is on the grounds, and travel time back to the station. Any portion of one (1) hour shall be paid at a per fifteen (15) minute increment respectively. Payment will be with in 30 days of invoice. **Late payments will have a \$ 100.00 surcharge added every 30 days late.**

- A. Events cancelled less than 90 minutes prior to the scheduled start time will be charged a minimum of two (2) hours.

Manitowoc Fire Department will submit billing for services to:

Leukemia & Lymphoma Society
200 S. Executive Dr. Suite 203
Brookfield WI 53005
Attention: Jen Grandkoski

8. The Provider shall bill usual and customary charges for persons transported from the event site. The individual receiving treatment and transport shall be responsible for any charges incurred.

9. MISCELLANEOUS:

Invalidation of Contract – Should any competent court of law or administrative agency rule that any portion of this contract is invalid or illegal; such ruling shall not serve to invalidate the remaining portions of this agreement.

10. NOTICES:

- A. Any notice required to be sent by this agreement shall be sent to: The City of Manitowoc, Attn. Fire Chief Todd Blaser, 911 Franklin St, Manitowoc, WI 54220 and to Leukemia and Lymphoma Society to the attention of Leukemia & Lymphoma Society 200 S. Executive Dr. Suite 203 Brookfield WI 53005. Jen Grandkoski may be contacted on her Cell phone 262-613-1785. Any change in notification requirements shall be given by the party making the said changes to the other party to this agreement, in writing, within 10 days of said change.
- B. Notice of cancellation on the day of the event shall be made to the Manitowoc Fire Department officer in charge at 920-686-6546 or Cell 920-973-5580.

C. Any quality assurance concerns whether actual or perceived should be presented to Fire Chief Todd Blaser within seventy-two (72) hours at 920-686-6542 or tblaser@manitowoc.org.

11. TERMINATION:

Leukemia & Lymphoma Society and Provider may terminate this agreement at any time upon advanced written notice of not less than thirty (30) days.

12. AMENDMENTS:

All amendments and modifications to this agreement shall be in writing and signed by Leukemia & Lymphoma Society and the Provider.

IT IS UNDERSTOOD by Leukemia & Lymphoma Society and the Provider that all agreements and understandings have been embodied in this agreement and no changes shall be made herein except in writing and duly signed by Leukemia & Lymphoma Society and the Provider.

13. GOVERNING LAW:

This agreement shall be governed by and construed and in accordance with the laws of the State of Wisconsin.

14. CERTIFICATE OF INSURANCE:

Leukemia & Lymphoma Society shall provide the City of Manitowoc with a certificate of insurance coverage. **Certificate shall be approved by the City Attorney prior to the first race.** The certificate shall name the City as a certificate holder and shall provide that the policies of insurance shall not be cancelled or altered without thirty (30) days prior written notice to the City.

.....

IN WITNESS WHEREOF, the parties hereto have executed this agreement on

This _____ day of _____, 2015.

Leukemia & Lymphoma Society

BY: _____
Sign

Print Name Title

CITY OF MANITOWOC

BY: _____
Mayor

Jennifer Hudon, City Clerk