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AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement (“Agreement”) is effective MM/DD/YY (“Effective Date”) by and between the City of Hudson (the “City”) and Lakeview Memorial Hospital Association, Inc. (“LVH”).

RECITALS

- A. The City has been negotiating with Hudson Hospital and LVH regarding LVH acquiring certain assets of the City used in the operation of the City’s emergency medical services provider known as St. Croix Emergency Medical Services (“SCEMS” or the “Service”) and providing ground transportation Emergency Medical Services (“EMS”) and Advanced Life Support (“ALS”) EMS to all Water Rescue (as defined below) and Water Recovery (as defined below) operations that fall within the Service Area to the City and to the Village of North Hudson, the Town of Hudson, a portion of the Town of Troy, and a portion of the Town of Warren (the “Municipalities”). Hereinafter, Water Rescue and Water Recovery shall collectively be referred to as “Dive Operations Support”.
- B. LVH is a nonprofit corporation organized under the laws of the State of Minnesota to provide hospital services and related health care services to patients.
- C. LVH, through its emergency medical services program known as Lakeview EMS (“LVEMS”), provides emergency medical services for several communities in Minnesota and Wisconsin in the St. Croix Valley area.
- D. The City and the Municipalities believe that their interests will be best served if LVEMS provides ambulance service to the City and the Municipalities.
- E. This Agreement consists of pages, signature pages and a list of the participating Municipalities.
- F. In consideration of the foregoing and of the mutual promises set forth herein, the parties mutually agree as follows:

AGREEMENT

- 1. St. Croix EMS Operations.
 - a. LVH shall provide ground transportation EMS within the current SCEMS Service Area (defined below). LVH will also provide EMS on the islands and on portion of the St. Croix River that are within the SCEMS Service Area. With respect to EMS on the islands and the St. Croix River, transportation on the river will be provided by the Hudson Police Department and/or Hudson Fire Department on a boat owned by the City. Water rescue of human beings (Water Rescue) and water recovery of human bodies (Water Recovery) will

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be provided by Hudson Police Department and/or the Hudson Fire Department. Hereinafter, the ground transportation EMS and the islands/St. Croix River related EMS shall collectively be referred to as the “EMS Services”.

- b. LVH will provide emergency and non-emergency ground EMS, both basic life support (“BLS”) and advanced life support (“ALS”).
- c. LVH will initially provide the EMS Services within the current SCEMS Service Area under the name “St. Croix EMS”, provided, however, that LVH reserves the right to re-brand the service in the future if required by applicable law or as otherwise determined by LVH in its sole discretion.

2. SCEMS Service Area.

- a. As of the effective date of the Agreement, the SCEMS service area will include the City and the Municipalities (the “Service Area”). A map showing the Service Area is attached hereto and incorporated herein as Exhibit A. Nothing in this Agreement is intended to prohibit LVH from expanding the Service Area.
- b. LVH will enter into an ambulance service agreement with each Municipality for LVH to be the exclusive provider of EMS Services for the Municipality, or portion thereof as specified in the Service Area Map on Exhibit A (each a “Municipality Contract”). The term of each Municipality Contract shall commence on the Effective Date (defined in Paragraph 18 below), and will continue for an initial period of ten (10) years (“Initial Municipality Contract Term”), unless earlier terminated as provided in the Municipality Contract. After the end of the Initial Municipality Contract Term, each Municipality Contract will automatically renew for additional and consecutive three (3) year periods, unless earlier terminated as provided in the Municipality Contract.
- c. LVH reserves the right to adjust its coverage of the Service Area as specified in Paragraphs 3.a and 5.b below if the Village of North Hudson or Town of Hudson fail to approve or terminates their respective Municipality Contract. Response time requirements as provided in Paragraph 8 of this Agreement would remain the same regardless of whether any particular Municipality, other than the City, participates in the Ambulance Service Agreement with LVH.

3. Vehicles.

- a. At least two ALS ambulances will be based in the City. Each ambulance will be staffed with two paramedics scheduled to respond to calls 24 hours per day/7 days per week/365 days per year. The number of ambulances and personnel utilized by LVEMS to perform

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EMS services in the Service Area may, in LVH's sole discretion, increase over time to accommodate increasing run volume in the Service Area.

- b. One quick response/chase vehicle equipped with ALS equipment for use by the EMS manager and EMS supervisor, who will be a Paramedic, in support of the ambulance crew response and/or first response as needed along with overall scene management. The quick response/chase vehicle will be based at the Hudson Base, and return to the Hudson Base or be located within the Service Area when not on a call or covering the Service Area.

4. Ambulance Base.

- a. LH shall build an ambulance base on the Hudson Hospital campus in the City of Hudson ("Hudson Base"). LVH will lease the City's current SCEMS base in Hudson, WI from the City at a FMV rental rate until LH receives a certificate of occupancy for the Hudson Base.
- b. The Hudson Base will have space for at least two ambulance bays and a four-bed resting area for EMS staff. Supervisory and administrative personnel may office at the Hudson Base or at such other office location as determined by LVH.

5. Staffing.

- a. LVH will staff the SCEMS operations within the Service Area with one full-time supervisor and one full-time administrative person. The supervisor's main office will be located at the Hudson Base. The supervisor will be responsible for the day-to-day operations of LVEMS' operations in the Service Area, and will respond to calls as needed. The administrative person will office out of the Hudson Base and will provide administrative support to LVEMS for services provided within the Service Area.
- b. Each of two ALS ambulances will be staffed by two Paramedics 24 hours per day/ 7 days per week/ 365 days per year. Each shift for the two-Paramedic ambulance crews will begin at the Hudson Base. In addition, the two ALS ambulances will return to the Hudson Base or be located within the Service Area when not on a call or covering the Service Area.
- c. LVH will extend an offer of employment to the four current SCEMS emergency medical technicians who worked the most 12-hour shifts for SCEMS over the 12 month period immediately preceding the Effective Date (each a "Full-time EMT" and collectively the "Full-time EMTs"), which offers of employment will include salary and benefits. The Full-time EMTs must participate in a training program, which will include tuition reimbursement, for the purpose of advancing to the Paramedic level (the "Paramedic

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Training Program”). A summary of the Paramedic Training Program and its requirements is set forth in Attachment 5.c, which is attached hereto and incorporated herein by this reference. The Full-time EMTs would staff a LVH Paramedic/EMT ambulance while they pursue advancement to Paramedic level.

- d. LVH will extend an offer of employment including salary and benefits to the current SCEMS Director, the current SCEMS administrative assistant, and to at least the 4 current full-time SCEMS Paramedics, employed by the City as of the Effective Date.
- e. The offer of employment extended by LVH to the Full-time EMTs specified in Section 5.c, and the SCEMS Paramedics, SCEMS Director and SCEMS administrative assistant specified in Section 5.d (collectively the “SCEMS Personnel”) will be contingent upon (1) each such personnel’s completion of pre-employment health, drug and alcohol screens, background checks, and satisfaction of other standard LVH pre-employment requirements, and (2) the successful closing of the transactions between the City and LVH respecting SCEMS. LVH reserves the right to revoke any offer of employment extended to any SCEMS Personnel based on the results of such personnel’s pre-employment health, drug and alcohol screens, background checks and/or failure to meet all other standard LVH pre-employment requirements.
- f. All SCEMS Personnel who are employed by LVH after the Effective Date are expected to conform to the rules, regulations and policies of LVH.
- g. The City shall terminate its employment of all SCEMS Personnel who are employed by LVH after the Effective Date, and the City shall pay all wages, salaries, bonuses, taxes, and other employee benefits due to said SCEMS Personnel up to and including the Effective Date. In addition, the City shall be responsible for any and all obligations or liabilities that arise in connection with the employment and/or termination of the SCEMS Personnel.
- h. The City shall be and remain responsible for all obligations of or arising out of the employment relationship between the City and any of the SCEMS Personnel, for and in respect of the full term of employment of each of the SCEMS Personnel with the City. Without limiting the foregoing, the City is and shall remain liable for payment of wages and employee benefits, including required contributions to funded benefit plans and payment of unfunded benefits including accrued but unpaid vacation, sick leave or other paid time off, severance, other earned compensation, as well as federal and state income tax withheld and payroll taxes along with any and all other obligations arising out of the City’s employment of any SCEMS Personnel. No such liabilities shall be assigned to or assumed by LVH or any of its affiliates. Without limiting the foregoing, the City is and shall remain responsible for COBRA continuation coverage benefits with respect to each SCEMS Personnel (1) who is not hired by LVH, as well as their spouse and dependents,

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or (2) who is hired by LVH but who timely elects COBRA continuation coverage with respect to coverage previously provided by the City. The City shall continue to make COBRA continuation coverage available to all such personnel, and their spouses and dependents, as and to the extent required by law.

6. Compliance. LVH will maintain compliance with all Wisconsin licenses, permits, laws and rules regarding the provision of emergency medical services in the Service Area, including, but not limited to, mutual aid and first responder requirements.
7. Mutual Aid. LVH will maintain mutual aid agreements with ambulance services in the surrounding communities.
8. Response Times. LVH shall use best efforts to maintain, on average, response times to 911 EMS Requests (defined below) that are consistent with the standards published by the National Fire Protection Agency (“NFPA”), as applicable to each geographical area within the Service Area (currently an 8 minute average response time within the City), with the following exceptions: poor weather/driving conditions, unforeseen accident involving the ambulance. As used herein, the term “EMS Request” means any response by SCEMS that requires the use of red lights and sirens.
9. Dynamic Deployment. LVH will operate in the Service Area using a hybrid dynamic deployment model that uses static deployment and dynamic deployment consistent with its Operational Plan approved by the state of Wisconsin (“Operational Plan”). Static deployment occurs daily where LVEMS crews report to a base location for shift changes and remain at that location until needed. Dynamic deployment will be used as LVH needs to deploy resources to parts of the Service Area that have depleted their current resources or are seeing unusually high call volumes. LVH will deploy additional resources within the Service Area as needed consistent with its Operational Plan.
10. High Acuity Calls. When LVH determines in its sole and good faith discretion that a second ambulance is needed for a higher acuity call and/or in a situation that calls for additional personnel to ensure patient and ambulance crew safety, LVH will apply the following procedures in the order listed:
 - a. A second ambulance will go out on the call to assist the first ambulance on-scene.
 - b. A LVEMS supervisor or manager will respond in a quick response/chase vehicle in addition to the ambulance.
 - c. As a last source of additional personnel on cardiac arrests, LVH will request assistance from Hudson Fire Department. Based on 3 years of data from SCEMS, LVH anticipate this number to be approximately 15 times per year.

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11. Disaster Drill Participation. LVH shall participate in at least one (1) declared community disaster drill per calendar year if one is held.
12. Standby Ambulance. LVH will provide standby ambulance and emergency personnel, when available, upon request of the St. Croix County Emergency Manager, St. Croix County Dispatch, St. Croix County Sheriff, and/or the Fire Chiefs and Police Chief of the City or any Municipality, at no additional charge to the Municipalities, where there is a reason to believe a life-threatening public emergency presently exists or may imminently occur within the Municipalities, such as fire standbys, rescue and hazardous materials and response incidents. It is understood by the parties that this crew may respond to another call and/or posting station if LVH's other resources are depleted in Washington County, MN.
13. Community Relations and Special Event Coverage.
 - a. LVH shall develop and maintain community relationships within the Service Area.
 - b. In addition, LVH shall provide within the City:
 - i. Dedicated Coverage (as defined below) at high school football games, at no charge, and
 - ii. Non-Dedicated Coverage (as defined below) at other City-sponsored community events requiring EMS on-site, when crews are available, at no charge.
 - c. In addition, LVH shall provide the Municipalities Non-Dedicated Coverage at Municipality-sponsored community events requiring EMS on-site, when crews are available, at no charge.
 - d. "Non-Dedicated Coverage" means LVH will place an ambulance and crew ("Stand-by Ambulance") on-site at the event, however the ambulance and crew will remain available to be deployed by LVH to other calls within the Service Area during the event. However, LVH will still deploy the closest ambulance to any given call and if the Stand-by Ambulance is the ambulance that is deployed, LVH will move another ambulance to the event.
 - e. "Dedicated Coverage occurs when (i) an ambulance or crew is required by law to be on-site at the event, (for example, Wisconsin law requires an ambulance to be on site during high school football games) or (ii) the City or a Municipality pays to have an ambulance and crew on-site at the event ("Dedicated Ambulance"). The Dedicated Ambulance will leave the high school football game or other dedicated ambulance event, only if the ambulance is the closest ambulance to a "Life Threat" call. A Stand-by Ambulance will

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then be moved to the event, which ambulance will remain available to be deployed to other calls within the Service Area during the event. However, LVH will still deploy the closest ambulance to any given call and if the Stand-by Ambulance is the ambulance that is deployed, LVH will move another ambulance to the event.

14. Patient Freedom of Choice of Hospital. All sick or injured persons requesting transport shall be transported to an appropriate emergency department of the patient's preference, except as provided in the protocols and policies established by LVEMS' EMS medical director and applicable law. A current copy of such protocols and policies can be found at regionsems.com (see 2017 Patient Guidelines). The parties acknowledge and agree that (a) patients may be transported to the nearest hospital with the capacity to treat the patient's emergency condition in the event of high EMS call demand or inclement weather, and (b) patients will be transported a maximum distance of 50 miles from the location of the scene for any 911 call.
15. Billing and Collections. LVH shall bill patients and third party payers and collect for all ambulance services rendered by it within the Service Area, consistent with its policies and payer contracts with government and commercial third party payers. For avoidance of doubt, neither the City nor the Municipalities shall be responsible for any payments for services rendered by LVH to patients under this Agreement.
16. First Responders.
 - a. LVH will partner with and coordinate LVEMS' activities and services with any and all First Responder groups in the City or in the Municipalities. Currently there are First Responders operating in the Town of Hudson.
 - b. First Responder medical direction will be provided by LVH. As of the effective date such First Responder medical direction will be provided by LVH's affiliate Regions Hospital. In addition, LVH will provide on-going continuing education training of First Responders through Regions Hospital at no charge. The First Responders will have the opportunity to operate under the LVH license. LVH will also provide the First Responders with disposable medical supplies as needed.
 - c. LVH shall provide Active Shooter and Explosives training to City First Responders.
 - d. First Responders will perform all services that fall within the scope of their certification and training consistent with the requirements of Wisconsin law.
17. Oversight Committee.
 - a. An Oversight Committee ("Committee") shall be established consisting of one representative from LVH, the City, and each Municipality. The purpose of the

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Committee is to monitor and review LVH's compliance with the Agreement related to the EMS Services it provides within the Service Area, and to address specific issues and concerns related to the EMS Services provided within the Service Area by LVEMS, including response times, and recommend possible corrective actions as needed.

- b. During the first three years of the term of the Agreement the Committee will meet quarterly. After the end of the first three years of the term of the Agreement the Committee will meet semi-annually. Additional meetings may be scheduled upon request.
 - c. At the meetings of the Committee LVH, to the extent allowed by applicable privacy laws, will provide the Committee with all data and records, including, but not limited to, response times, location of calls, and mutual aid requested and received (collectively "Response Time Data"), but excluding trade secret information of LVH and any Protected Health Information (as that term is defined in HIPAA) of persons served by LVH through LVEMS, related to, and necessary for the Committee to review and evaluate the EMS Services provided within the Service Area by LVEMS, and to address any specific concerns raised by the City and Municipalities.
 - d. If the Committee finds in its reasonable and good faith determination that the EMS Services provided by LVEMS within the Service Area are not consistent with this Agreement or that aspects of the services need improvement, LVH will implement a remediation plan ("Remediation Plan") to bring the EMS Services into compliance with this Agreement and/or to address the specific aspect of the services noted by the Committee as needing improvement.
 - e. The Committee may provide recommendations to LVH regarding the Remediation Plan. LVH will consider any such recommendations in good faith in developing its Remediation Plan, however LVH shall retain final decision-making authority regarding the Remediation Plan.
 - f. The members of the Committee representing LVH, the City and Municipalities shall report the findings of the Committee and Remediation Plan to LVH, the City or Municipalities, respectively.
18. Term of Agreement. This Agreement shall commence on the Effective Date, and will continue for an initial period of ten (10) years ("Initial Term"), unless the Agreement is terminated pursuant to Paragraph 19. After the end of the Initial Term, this Agreement will automatically renew for additional and consecutive three (3) year terms (each a "Renewal Term"), unless terminated pursuant to Paragraph 19. The Initial Term and all Renewal Terms are collectively referred to as the "Term". The City agrees to not seek other EMS providers during the Term.

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19. Termination. This Agreement may be terminated prior to the end of the Initial Term or any Renewal Term as follows:
- a. By mutual agreement of the parties.
 - b. By either party for breach of any material term of this Agreement, provided that the terminating party first notifies the other party in writing of the alleged breach and provides the party allegedly in breach at least 120 days from receipt of the notice to cure the alleged breach.
 - c. By the City if the City determines in good faith that LVEMS has failed to implement any material component of a Remediation Plan (a “Deficiency”), provided that the City first notifies LVH in writing of the alleged Deficiency and provides LVH at least 60 days from LVH’s receipt of the foregoing notice to cure the Deficiency.
 - d. By LVH upon written notice to the City, if the parties have made a good faith effort to implement a Remediation Plan to address LVH’s concerns regarding its ability to provide suitable service to the City and the Municipalities, and LVH determines in good faith that it cannot provide suitable EMS Services to the City or any Municipality. Unless otherwise agreed by LVH, the City and the Municipalities, LVH shall continue to provide services to the City and the Municipalities for two (2) years following the date LVH provides the City written notice of termination.
20. Noncompetition. The City shall not, throughout the entire Term, directly or indirectly plan, organize, engage in, or provide ground transportation EMS or any EMS on the islands and on portion of the St. Croix River in the Service Area. In addition, during the Term, the City shall not attempt to divert or assist any third party in the diversion of any of LVH’s business or employees by soliciting or contracting with any customers for LVH’s EMS services or by soliciting any of LVH’s or a LVH affiliate’s employees.
21. Representations and Warranties of the City. The City represents and warrants to LVH that the following statements are correct and complete as of the Effective Date and will be correct and complete as of the Effective Date:
- a. Authority. The City has full legal right, power and authority to execute and deliver this Agreement and any other ancillary documents hereto, and to perform its obligations under this Agreement.
 - b. No Breach. The City’s execution and delivery of this Agreement will not violate any law or any order, writ, injunction or decree of any court, administrative agency or governmental authority.

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- c. Disclosure; Judgment. The City has not received any oral or written representations or assurances by LVH, or any of its representatives, in connection with the transactions contemplated herein other than as contained in this Agreement. The City is relying on its own business judgment and knowledge in making the decision to enter into and perform the transactions contemplated herein.
 - d. Disclosure of Information. The City has fully provided LVH with all the information that LVH has requested in connection with the operations of SCEMS. Neither this Agreement nor any certificates made or delivered in connection with this Agreement contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading. The City further represents and warrants that the City financial statements provided to LVH were prepared using generally accepted accounting principles or were prepared on the basis used by the City for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles, and applied consistently throughout the periods covered thereby and present fairly the financial condition and financial results of SCEMS as of such dates and for such periods.
 - e. Regulatory Compliance. To the best of its knowledge, the City is operating SCEMS, in all material respects, in compliance with all applicable statutes, rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies having jurisdiction over SCEMS, and to the best of its knowledge, the City has timely filed all reports, data and other information required to be filed with such commissions, boards, bureaus and agencies where a failure to file timely would have a material adverse effect on SCEMS operations.
 - f. No Litigation. There are no pending or threatened claims, actions, suits, proceedings or investigations (collectively “Actions”), by, against, or affecting SCEMS other than the actions disclosed in writing to LVH in the City’s Disclosure Schedule. Neither the City nor SCEMS is operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or governmental agency.
 - g. Insurance Coverage. The City will maintain through the Effective Date for all periods prior to the Effective Date, insurance coverage for the City's willful and negligent acts and omissions in providing services through SCEMS.
22. Representations and Warranties of LVH. LVH represents and warrants to the City that the following statements are correct and complete as of the Effective Date and will be correct and complete as of the Effective Date:
- a. Status and Authority. LVH has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

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- b. No Breach. LVH's execution and delivery of this Agreement will not violate any law or any order, writ, injunction or decree of any court, administrative agency or governmental authority.
 - c. Disclosure; Judgment. LVH has not received any oral or written representations or assurances by the City, or any of its representatives, in connection with the transactions contemplated herein other than as contained in this Agreement. LVH is relying on its own business judgment and knowledge in making the decision to enter into and perform the transactions contemplated in this Agreement.
 - d. Disclosure of Information. LVH has fully provided the City with all the information that the City has requested in connection with LVH and LVEMS. Neither this Agreement nor any certificates made or delivered in connection with this Agreement contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.
23. Condition Precedents. The obligations of LVH hereunder are, at the option of LVH, subject to the satisfaction of the following conditions, on or within _____ of the execution of this Agreement, unless waived in writing by LVH:
- a. Each of the parties hereto shall have obtained any and all consents and approvals as may be necessary and/or legally required for the parties' consummation of the transactions contemplated hereby.
 - b. LVH shall have obtained all licenses, permits and other approvals as may be necessary for LVH to operate SCEMS in the Service Area.
 - c. LVH shall have obtained approval from the Wisconsin Department of Health and Family Services of its EMS Provider Application and Operational Plan for LVH to operate SCEMS in the Service Area;
24. Indemnification. LVH shall defend, hold harmless and indemnify the City and the Municipalities against all liabilities, damages or judgments and related expenses including reasonable attorneys' fees, for claims asserted against, imposed upon, or incurred by the City or the Municipalities that arise directly out of the intentional torts, malpractice or negligence of LVH or LVH employees, agents or representatives in operating LVEMS under this Agreement. The City shall defend, hold harmless and indemnify LVH against all liabilities, damages or judgments and related expenses including reasonable attorneys' fees, for claims asserted against, imposed upon, or incurred by LVH that arise directly out of the negligence of the City or the City's employees, agents or representatives in connection with this Agreement. Nothing in this Agreement shall constitute a

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waiver or limitation of any immunity or limitation on liability to which the City is entitled under Wisconsin law or federal law.

- 25. Insurance. LVH shall, throughout the entire term of this Agreement, maintain insurance policies or a self-insurance program with coverage levels reasonable for the operations contemplated herein. Such insurance will cover liability claims for which LVH is legally responsible and which may arise or result from LVH’s operation of LVEMS under this Agreement.
- 26. Governing Laws. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Wisconsin.
- 27. Modifications. This Agreement may not be modified except by the expressed, written agreement of both parties.
- 28. Binding Effects and Assignment. This Agreement shall be binding upon and shall inure to the benefit of all parties and their respective successors and permitted assigns, provided, however, that LVH shall not assign this Agreement or subcontract the operation of the ambulance service to any third party not an affiliate of LVH without the prior written consent of the City and the Municipalities.
- 29. Notices. Any notice or other communication provided for by this Agreement must be in writing and will be deemed given or delivered when personally delivered or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and properly addressed, or by recognized overnight courier, next day delivery, charges prepaid, addressed to the intended recipients as follows:

If to the City, to:
The City of Hudson
505 Third Street
Hudson, Wisconsin 54016
Attn: City Administrator

With a copy to:
Catherine R. Munkittrick
Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C.
219 N. Main Street, PO Box 138
River Falls, Wisconsin 54022

If to LVH, to:
Lakeview Hospital
927 Churchill Street W.
Stillwater, Minnesota 55082
Attn: Nathan Pulscher

With a copy to:
HealthPartners General Counsel
P.O. Box 1309
Minneapolis, Minnesota 55440-1309

- 30. Severability. This Agreement must be interpreted in a way that if any provision is held invalid, the rest of this Agreement will remain in full affect unless the invalid provision would materially alter a party’s interests or materially affect its ability to perform under this Agreement.

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- 31. Non-Waiver. The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.
- 32. Force Majeure. Neither party will be deemed to have breached this Agreement by reason of any circumstance or delay resulting from any cause beyond its reasonable control.
- 33. No Inferences. This Agreement will be construed in accordance with the plain meaning of its terms, and no presumption or inference will be made against a party responsible for drafting any provision.
- 34. Signatures and Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for all purposes.
- 35. Integration. This Agreement and all attachments referenced herein, is the complete and exclusive statement of the agreement between the parties hereto and supersedes all prior and contemporaneous agreements, proposals, negotiations, and discussions, oral or written, relating to the subject matter herein.

IN WITNESS THEREOF, the parties have hereto caused this Agreement to be signed and executed by the Mayor and City Clerk of the City of Hudson on _____, 2017, and the President of Lakeview Hospital on _____, 2017.

CITY OF HUDSON
A Municipal Corporation

Rich O'Connor
Mayor

Jennifer Zeiler
City Clerk

**LAKEVIEW MEMORIAL
HOSPITAL ASSOCIATION, INC.**

Theodore Wegleitner
President

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ATTACHMENT 5.c Summary of Paramedic Training Program and Program Requirements

1. Each Full-time EMT would work on a LVH Paramedic/EMT ambulance for up to three years (the “Training Period”) while they pursue advancement to Paramedic level through the Paramedic Training Program described in this Attachment, and will be subject to all policies and procedures of LVH.
2. During the Training Period each Full-time EMT will be required to demonstrate progress toward achieving Paramedic licensure.
3. Each Full-time EMT is required to be enrolled in a qualified Paramedic training program within twelve (12) months of the start of employment with LVH (the “Commencement Period”) if they intend to pursue their Paramedic training on a part-time basis. If a Full-time EMT intends to pursue their Paramedic training on a full-time basis, they will be required to make special arrangements with LVH.
4. If a Full-time EMT has not begun their Paramedic training within the Commencement Period their employment with LVH may be terminated.
5. If a Full-time EMT has not successfully completed their Paramedic training at the end of the Training Period, their employment with LVH may be terminated.
6. The cost of tuition for each Full-time EMT’s Paramedic training will be paid in full by LVH and the City, each of which will be responsible for the payment of fifty-percent (50%) of the tuition.
7. Each Full-time EMT that achieves Paramedic licensure pursuant to the Paramedic Training Program set forth in this Attachment, will be required to commit to remain employed with LVH for a period of at least two (2) years after the receipt of their Paramedic license (the “Commitment Period”), which employment will be subject to LVH policies and procedures. If a Full-time EMT voluntarily terminates their employment with LVH before the end of the Commitment Period, the Full-time EMT will be required to repay fifty percent (50%) of the total tuition paid by LVH and the City for the EMT.