



# SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

www.southmetrofire.com

## AGENDA BOARD OF DIRECTORS MEETING

**Meeting Date:** July 19, 2023, at 4:30 PM  
**Meeting Place:** West St. Paul, Lobby Conference Room

- I. Roll Call  
*Board Members: Berry, Francis, Napier, Seaberg, Wippermann*
- II. Adopt Agenda
- III. Communications/Recognitions
- IV. Consent Agenda
  - a. [May 17, 2023, Meeting Minutes](#)
  - b. [May/June 2023 List of Claims](#)
  - c. [May 2023 Bank Reconciliation](#)
  - d. [June 2023 Bank Reconciliation](#)
  - e. [May 2023 Month End Budget Report](#)
  - f. [June 2023 Month End Budget Report](#)
  - g. [May/June 2023 Run Summary Report](#)
  - h. [Resolution 2023-03 Declare Surplus Equipment](#)
- V. Committee Reports
  - a. None
- VI. Agenda Items
  - a. [Fairview Health Services Contract](#)
  - b. [Opioid Epidemic Response Advisory Council Grant](#)
  - c. [Updates](#)
- VII. Public Comment
- VIII. Adjourn

Next Regular Meeting – August 16, 2023, West St. Paul

**Badging Ceremony to Follow the Meeting in the WSP Council Chambers**

## MINUTES

### SOUTH METRO FIRE DEPARTMENT BOARD OF DIRECTORS

Wednesday, May 17, 2023

South St Paul Training Room

Members Present: James Francis, Wendy Berry, Tom Seaberg, Dennis Wippermann

Also Present: Mark Juelfs, Deb Wheeler, Clara Hilger, Char Stark, Terry Johnson, Mark Erickson

The meeting was called to order at 4:30 p.m.

#### ADOPT AGENDA

Motion was made to adopt the Agenda by Wippermann; seconded by Berry  
Motion carried.

#### COMMUNICATIONS/RECOGNITIONS

None

#### CONSENT AGENDA

Motion was made to approve the Consent Agenda by Francis; seconded by  
Wippermann.  
Motion carried.

#### COMMITTEE REPORTS

None

#### AGENDA ITEMS

2024 Budget

Chief Juelfs presented the 2024 Preliminary Budget Overview. The budget package included a general fund spreadsheet and a summary of all funds. He purposed a general fund increase of 9.6%. 92% of this increase is attributed to personnel services. The remaining 8% increase derives from increased office supplies, maintenance costs on equipment, fuel price increases and equipment cost increases.

The proposed budget for all accounts results in an increase to each city of .7% or \$20,224. The total contribution from each City in 2024 is \$2,832,745.

Motion was made to approve the purposed budget as presented by Berry; seconded by Seaberg.

Motion carried.

#### PUBLIC COMMENT

None

#### MOTION TO ADJOURN

Motion to adjourn by Francis; seconded by Berry.

Motion carried.

The next regular meeting is scheduled on June 21, at 4:30 pm in South St Paul

Respectfully submitted by:

Deb Wheeler

**SOUTH METRO FIRE**

Summary of List of Claims  
Board Meeting of July 19, 2023

**PAYROLL CHECK REGISTER:**

Payroll Period	5/15-5/28		
Date Paid	6/2/2023		
Direct Deposit		\$	125,650.84
Payroll Period	5/19 - 6/11		
Date Paid	6/16/2023		
Direct Deposit		\$	125,650.84
Payroll Period	6/12 - 6/25		
Date Paid	6/30/2023		
Direct Deposit		\$	123,835.54
Payroll Period	6/26 - 7/9		
Date Paid	7/14/2023		
Direct Deposit		\$	115,083.85

**TOTAL NET PAYROLL**

**\$ 375,137.22**

**DISBURSEMENT CHECK REGISTER:**

Checks	10837 - 10886	\$	166,968.51
EFTS	2571 - 2602	\$	330,286.28

**TOTAL DISBURSEMENT CHECKS**

**\$497,254.79**

**TOTAL PAYROLL, DISBURSEMENTS, ACH'S**

\$872,392.01

# Payment Register

From Payment Date: 6/6/2023 - To Payment Date: 7/11/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1-ANCHOR BAN - ANCHOR BANK									
Check									
10837	06/08/2023	Open			Accounts Payable	ASPEN MILLS	\$665.13	\$665.13	\$0.00
10838	06/08/2023	Open			Accounts Payable	AT&T MOBILITY	\$990.25	\$990.25	\$0.00
10839	06/08/2023	Open			Accounts Payable	BOUND TREE MEDICAL	\$1,019.33	\$1,019.33	\$0.00
10840	06/08/2023	Open			Accounts Payable	Citygate Associates, LLC	\$7,544.75	\$7,544.75	\$0.00
10841	06/08/2023	Open			Accounts Payable	DAKOTA COUNTY TREASURER	\$3,452.84	\$3,452.84	\$0.00
10842	06/08/2023	Open			Accounts Payable	Dinges Fire Company	\$1,913.93	\$1,913.93	\$0.00
10843	06/08/2023	Open			Accounts Payable	EMERGENCY APPARATUS MAINTENANC	\$1,183.86	\$1,183.86	\$0.00
10844	06/08/2023	Open			Accounts Payable	Further	\$125.85	\$125.85	\$0.00
10845	06/08/2023	Open			Accounts Payable	GALLS, LLC	\$390.99	\$390.99	\$0.00
10846	06/08/2023	Open			Accounts Payable	Grainger	\$71.87	\$71.87	\$0.00
10847	06/08/2023	Open			Accounts Payable	HENRY SCHEIN	\$100.12	\$100.12	\$0.00
10848	06/08/2023	Open			Accounts Payable	IMAGE TREND	\$450.00	\$450.00	\$0.00
10849	06/08/2023	Open			Accounts Payable	INT'L ASSN FIREFIGHTERS 1059	\$263.10		
10850	06/08/2023	Open			Accounts Payable	INT'L ASSN FIREFIGHTERS 724	\$1,550.40	\$1,550.40	\$0.00
10851	06/08/2023	Open			Accounts Payable	LEAGUE OF MN CITIES INS. TRUST	\$81,622.00	\$81,622.00	\$0.00
10852	06/08/2023	Open			Accounts Payable	MacQueen Emergency Group	\$268.00	\$268.00	\$0.00
10853	06/08/2023	Open			Accounts Payable	MES-MIDAM	\$1,450.72		
10854	06/08/2023	Open			Accounts Payable	MINNESOTA FIRE SERVICE CERTIFICATION BOARD	\$252.00	\$252.00	\$0.00
10855	06/08/2023	Open			Accounts Payable	NAPA	\$8.41	\$8.41	\$0.00
10856	06/08/2023	Open			Accounts Payable	NINTH BRAIN	\$118.74	\$118.74	\$0.00
10857	06/08/2023	Open			Accounts Payable	PS Trax	\$5,300.00	\$5,300.00	\$0.00
10858	06/08/2023	Open			Accounts Payable	Rihm Kenworth	\$92.56	\$92.56	\$0.00
10859	06/08/2023	Open			Accounts Payable	Scuba Center	\$222.28	\$222.28	\$0.00
10860	06/08/2023	Open			Accounts Payable	Stryker Sales Corporation	\$689.00	\$689.00	\$0.00
10861	06/08/2023	Open			Accounts Payable	Target Solutions Learning, LLC	\$4,125.15	\$4,125.15	\$0.00
10862	06/08/2023	Open			Accounts Payable	US Bank Equipment Finance	\$117.00	\$117.00	\$0.00
10863	06/21/2023	Open			Accounts Payable	ASPEN MILLS	\$613.29		
10864	06/21/2023	Open			Accounts Payable	AT&T MOBILITY	\$990.25	\$990.25	\$0.00
10865	06/21/2023	Open			Accounts Payable	DAKOTA COUNTY TREASURER	\$1,749.75	\$1,749.75	\$0.00
10866	06/21/2023	Open			Accounts Payable	Dinges Fire Company	\$1,889.97	\$1,889.97	\$0.00
10867	06/21/2023	Open			Accounts Payable	EMERGENCY APPARATUS MAINTENANC	\$8,236.22	\$8,236.22	\$0.00
10868	06/21/2023	Open			Accounts Payable	Further	\$134.85	\$134.85	\$0.00
10869	06/21/2023	Open			Accounts Payable	GALLS, LLC	\$349.60	\$349.60	\$0.00
10870	06/21/2023	Voided	Wrong Amount	06/29/2023	Accounts Payable	Geargrid	\$3,661.00		
10871	06/21/2023	Open			Accounts Payable	Grass, Stephen	\$496.00	\$496.00	\$0.00
10872	06/21/2023	Open			Accounts Payable	INT'L ASSN FIREFIGHTERS 1059	\$263.10		
10873	06/21/2023	Open			Accounts Payable	INT'L ASSN FIREFIGHTERS 724	\$1,550.40		
10874	06/21/2023	Open			Accounts Payable	Jefferson Fire & Safety, Inc	\$2,013.20	\$2,013.20	\$0.00
10875	06/21/2023	Open			Accounts Payable	JOHNSON/TERRANCE	\$616.99	\$616.99	\$0.00
10876	06/21/2023	Open			Accounts Payable	Linde Gas and Equipment	\$123.13	\$123.13	\$0.00
10877	06/21/2023	Open			Accounts Payable	MacQueen Emergency Group	\$8,377.45	\$8,377.45	\$0.00
10878	06/21/2023	Open			Accounts Payable	MES-MIDAM	\$1,173.22		
10879	06/21/2023	Open			Accounts Payable	OXYGEN SERVICE COMPANY	\$136.23	\$136.23	\$0.00
10880	06/21/2023	Open			Accounts Payable	PRO HYDRO-TESTING	\$3,661.00	\$3,661.00	\$0.00
10881	06/21/2023	Open			Accounts Payable	Riverland Laser	\$50.64		

# Payment Register

From Payment Date: 6/6/2023 - To Payment Date: 7/11/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10882	06/21/2023	Open			Accounts Payable	S ST PAUL/CITY OF	\$5,501.87	\$5,501.87	\$0.00
10883	06/21/2023	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$1,342.10	\$1,342.10	\$0.00
10884	06/28/2023	Open			Accounts Payable	CARDMEMBER SERVICES	\$9,419.45		
10885	06/28/2023	Open			Accounts Payable	Conley/Robert	\$520.00		
10886	06/28/2023	Open			Accounts Payable	Thompson, Jordan	\$110.52		
Type Check Totals:							\$166,968.51	\$147,893.07	\$0.00
1-ANCHOR BAN - ANCHOR BANK Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$163,307.51	\$147,893.07
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,661.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>50</b>	<b>\$166,968.51</b>	<b>\$147,893.07</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$163,307.51	\$147,893.07
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,661.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>50</b>	<b>\$166,968.51</b>	<b>\$147,893.07</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$163,307.51	\$147,893.07
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,661.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>50</b>	<b>\$166,968.51</b>	<b>\$147,893.07</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$163,307.51	\$147,893.07
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$3,661.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>50</b>	<b>\$166,968.51</b>	<b>\$147,893.07</b>

# Payment Register

From Payment Date: 6/1/2023 - To Payment Date: 7/11/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1-ANCHOR BAN - ANCHOR BANK									
EFT									
2571	06/05/2023	Open			Accounts Payable	I C M A RETIREMENT CORP	\$1,360.00	\$1,360.00	\$0.00
2572	06/05/2023	Open			Accounts Payable	IRS - PR TAXES	\$26,568.39	\$26,568.39	\$0.00
2573	06/05/2023	Open			Accounts Payable	MN CHILD SUPPORT	\$355.79	\$355.79	\$0.00
2574	06/05/2023	Open			Accounts Payable	MN DEPT OF REVENUE	\$8,533.21	\$8,533.21	\$0.00
2575	06/05/2023	Open			Accounts Payable	MN II LIFE -- HSA	\$1,261.18	\$1,261.18	\$0.00
2576	06/05/2023	Open			Accounts Payable	MSRS	\$450.00	\$450.00	\$0.00
2577	06/05/2023	Open			Accounts Payable	MSRS - HCSP	\$2,952.38	\$2,952.38	\$0.00
2578	06/05/2023	Open			Accounts Payable	NATIONWIDE	\$2,680.00	\$2,680.00	\$0.00
2579	06/05/2023	Open			Accounts Payable	PUBLIC EMPLOYEES RETIRE ASSN	\$56,784.34	\$56,784.34	\$0.00
2581	06/12/2023	Open			Accounts Payable	HEALTHPARTNERS	\$38,753.89	\$38,753.89	\$0.00
2582	06/12/2023	Open			Accounts Payable	CLOVER	\$42.57	\$42.57	\$0.00
2583	06/12/2023	Open			Accounts Payable	Further	\$606.66	\$606.66	\$0.00
2584	06/21/2023	Open			Accounts Payable	I C M A RETIREMENT CORP	\$2,225.00	\$2,225.00	\$0.00
2585	06/21/2023	Open			Accounts Payable	IRS - PR TAXES	\$23,380.99	\$23,380.99	\$0.00
2586	06/21/2023	Open			Accounts Payable	MN CHILD SUPPORT	\$355.79	\$355.79	\$0.00
2587	06/21/2023	Open			Accounts Payable	MN DEPT OF REVENUE	\$7,573.70	\$7,573.70	\$0.00
2588	06/21/2023	Open			Accounts Payable	MN II LIFE -- HSA	\$1,261.18	\$1,261.18	\$0.00
2589	06/21/2023	Open			Accounts Payable	MSRS	\$450.00	\$450.00	\$0.00
2590	06/21/2023	Open			Accounts Payable	MSRS - HCSP	\$2,744.25	\$2,744.25	\$0.00
2591	06/21/2023	Open			Accounts Payable	NATIONWIDE	\$2,680.00	\$2,680.00	\$0.00
2592	06/21/2023	Open			Accounts Payable	PUBLIC EMPLOYEES RETIRE ASSN	\$51,910.56	\$51,910.56	\$0.00
2593	06/30/2023	Open			Accounts Payable	I C M A RETIREMENT CORP	\$2,225.00		
2594	06/30/2023	Open			Accounts Payable	IRS - PR TAXES	\$25,594.47		
2595	06/30/2023	Open			Accounts Payable	MN CHILD SUPPORT	\$355.79		
2596	06/30/2023	Open			Accounts Payable	MN DEPT OF REVENUE	\$8,336.16		
2597	06/30/2023	Open			Accounts Payable	MSRS	\$450.00		
2598	06/30/2023	Open			Accounts Payable	MSRS - HCSP	\$2,873.15		
2599	06/30/2023	Open			Accounts Payable	NATIONWIDE	\$2,680.00		
2600	06/30/2023	Open			Accounts Payable	PUBLIC EMPLOYEES RETIRE ASSN	\$54,750.24		
2601	06/30/2023	Open			Accounts Payable	CLOVER	\$5.30		



# Payment Register

From Payment Date: 6/1/2023 - To Payment Date: 7/11/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2602	06/30/2023	Open			Accounts Payable	Further	\$86.29		
Type EFT Totals:							\$330,286.28	\$232,929.88	\$0.00
1-ANCHOR BAN - ANCHOR BANK Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$330,286.28	\$232,929.88
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$330,286.28</b>	<b>\$232,929.88</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$330,286.28	\$232,929.88
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$330,286.28</b>	<b>\$232,929.88</b>

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$330,286.28	\$232,929.88
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$330,286.28</b>	<b>\$232,929.88</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$330,286.28	\$232,929.88
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$330,286.28</b>	<b>\$232,929.88</b>

**South Metro Fire Department  
BANK RECONCILIATION  
May 31, 2023**

<b>Old National Bank</b>			
Ending Balance - Checking	\$	1,201,476.93	
Outstanding Disbursement Checks		(7,476.36)	
DIT			
Adjustments:			
<b>RECONCILED BALANCE</b>	<b>\$</b>	<b>1,194,000.57</b>	

<b>CITY TREASURER'S BALANCE:</b>			
Previous Month's Reconciled Balance	\$	1,706,079.43	
Daily Receipts Posted		62,557.98	
Disbursement Checks Issued		(341,794.91)	
Payroll Checks and Direct Deposits		(232,841.93)	
Rev Prior Month Adj:		0.00	
<b>RECONCILED BALANCE</b>	<b>\$</b>	<b>1,194,000.57</b>	

<b>CASH ACCOUNT BALANCE:</b>		\$	1,194,000.57
Adjustments			0.00
<b>RECONCILED BALANCE</b>	<b>\$</b>	<b>1,194,000.57</b>	

**Cash by Fund:**

		Beginning Balance	Net Activity	Ending Balance
General Fund	101-10101	963,017.04	(497,874.63)	465,142.41
Grant Fund	201-10100	899.44	-	899.44
Fire Assistance Fund		-	-	-
Debt Service Fund	301-10101	(124.16)	-	(124.16)
Capital Fund	401-10101	742,287.11	(14,204.23)	728,082.88
	Total	1,706,079.43	(512,078.86)	1,194,000.57

**South Metro Fire Department  
BANK RECONCILIATION  
June 30, 2023**

<b>Old National Bank</b>			
Ending Balance - Checking	\$	1,841,161.71	
Outstanding Disbursement Checks		(44,384.39)	
DIT			
Adjustments:			
<b>RECONCILED BALANCE</b>		<b>\$</b>	<b>1,796,777.32</b>

<b>CITY TREASURER'S BALANCE:</b>			
Previous Month's Reconciled Balance	\$	1,194,000.57	
Daily Receipts Posted		1,461,206.85	
Disbursement Checks Issued		(493,709.46)	
Payroll Checks and Direct Deposits		(364,720.64)	
Rev Prior Month Adj:		0.00	
<b>RECONCILED BALANCE</b>		<b>\$</b>	<b>1,796,777.32</b>

<b>CASH ACCOUNT BALANCE:</b>		\$	1,796,777.32
Adjustments			0.00
<b>RECONCILED BALANCE</b>		<b>\$</b>	<b>1,796,777.32</b>

**Cash by Fund:**

		Beginning Balance	Net Activity	Ending Balance
General Fund	101-10101	465,142.41	522,376.58	987,518.99
Grant Fund	201-10100	899.44	-	899.44
Fire Assistance Fund		-	-	
Debt Service Fund	301-10101	(124.16)	45,612.50	45,488.34
Capital Fund	401-10101	728,082.88	34,787.67	762,870.55
	Total	1,194,000.57	602,776.75	1,796,777.32



Account Classification	Adopted Budget	Current Month Transactions	YTD Transactions	YTD Balance	% used/ Rec'd	Prior Year YTD Balance
<b>Fund 101 - General Fund</b>						
<b>REVENUE</b>						
Taxes	1,209,952.00	.00	57,491.32	1,152,460.68	5%	771,881.01
Intergovernmental Revenues	280,612.00	300.00	6,839.10	273,772.90	2%	192,768.00
Charges for Services	5,962,128.00	63,957.91	2,865,497.42	3,096,630.58	48%	3,032,962.53
Other Revenue	55,000.00	165.00	21,415.25	33,584.75	39%	47,329.81
Other Financing Sources	.00	.00	.00	.00	+++	.00
<b>REVENUE TOTALS</b>	<b>\$7,507,692.00</b>	<b>\$64,422.91</b>	<b>\$2,951,243.09</b>	<b>\$4,556,448.91</b>	<b>39%</b>	<b>\$4,044,941.35</b>
<b>EXPENSE</b>						
Personal Services	6,660,207.00	428,900.24	2,513,916.62	4,146,290.38	38%	3,961,337.39
Supplies	186,115.00	24,023.72	76,194.47	109,920.53	41%	141,786.23
Contractual Services	426,228.00	30,518.77	188,356.95	237,871.05	44%	243,472.50
Other Charges	235,142.00	11,460.25	145,390.83	89,751.17	62%	112,806.59
Capital Outlay	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	+++	.00
Other Financing Uses	.00	.00	.00	.00	+++	(302,274.00)
<b>EXPENSE TOTALS</b>	<b>\$7,507,692.00</b>	<b>494,902.98</b>	<b>2,923,858.87</b>	<b>\$4,583,833.13</b>	<b>39%</b>	<b>\$4,157,128.71</b>
<b>Fund 101 - General Fund Totals</b>						
<b>REVENUE TOTALS</b>	<b>7,507,692.00</b>	<b>64,422.91</b>	<b>2,951,243.09</b>	<b>4,556,448.91</b>	<b>39%</b>	<b>40,449,413.35</b>
<b>EXPENSE TOTALS</b>	<b>7,507,692.00</b>	<b>494,902.98</b>	<b>2,923,858.87</b>	<b>4,583,833.13</b>	<b>39%</b>	<b>4,157,128.71</b>
<b>Fund 101 - General Fund Totals</b>	<b>\$0.00</b>	<b>(\$430,480.07)</b>	<b>\$27,384.22</b>	<b>(\$27,384.22)</b>		<b>\$36,292,284.64</b>
<b>Fund 201 - Grant Fund</b>						
<b>REVENUE</b>						
Intergovernmental Revenues	.00	.00	.00	.00	0%	.00
<b>REVENUE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>
<b>EXPENSE</b>						
Contractual Services	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>
<b>Fund 301 - Debt Service</b>						
<b>REVENUE</b>						
Intergovernmental Revenues	182,450.00	.00	.00	182,450.00	0%	183,050.00
<b>REVENUE TOTALS</b>	<b>\$182,450.00</b>	<b>.00</b>	<b>.00</b>	<b>\$182,450.00</b>	<b>+++</b>	<b>\$183,050.00</b>
<b>EXPENSE</b>						
Contractual Services	182,450.00	.00	.00	182,450.00	+++	183,050.00
<b>EXPENSE TOTALS</b>	<b>\$182,450.00</b>	<b>.00</b>	<b>.00</b>	<b>\$182,450.00</b>	<b>+++</b>	<b>\$183,050.00</b>
<b>Fund 301 - Debt Totals</b>						
<b>REVENUE TOTALS</b>	<b>182,450.00</b>	<b>.00</b>	<b>.00</b>	<b>182,450.00</b>	<b>+++</b>	<b>183,050.00</b>
<b>EXPENSE TOTALS</b>	<b>182,450.00</b>	<b>.00</b>	<b>.00</b>	<b>182,450.00</b>	<b>+++</b>	<b>183,050.00</b>
<b>Fund 301 - Debt Totals</b>	<b>\$182,450.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Fund 401 - Capital Projects</b>						
<b>REVENUE</b>						
Intergovernmental Revenues	.00	.00	.00	.00	0%	650,000.00
Charges for Services	187,236.00	23,404.50	93,618.00	93,618.00	50%	(246,984.00)
Other Revenue	.00	.00	.00	.00	+++	.00
Other Financing Sources	.00	.00	.00	.00	+++	(302,274.00)
<b>REVENUE TOTALS</b>	<b>\$187,236.00</b>	<b>\$23,404.50</b>	<b>\$93,618.00</b>	<b>\$93,618.00</b>		<b>\$425,742.00</b>
<b>EXPENSE</b>						
Motor Vehicles	77,057.00	.00	1,373,099.49	(1,296,042.49)	1782%	(37,970.00)
Office Equipment	83,644.00	4,834.00	23,436.29	60,207.71	28%	83,716.80
Other Equipment	142,439.00	2,105.28	38,148.74	104,290.26	27%	36,620.80
<b>EXPENSE TOTALS</b>	<b>\$303,140.00</b>	<b>\$6,939.28</b>	<b>\$1,434,684.52</b>	<b>(\$1,131,544.52)</b>	<b>473%</b>	<b>\$82,367.60</b>
<b>Fund 401 - Capital Projects</b>						
<b>REVENUE TOTALS</b>	<b>187,236.00</b>	<b>.00</b>	<b>93,618.00</b>	<b>93,618.00</b>	<b>50%</b>	<b>(224,258.00)</b>
<b>EXPENSE TOTALS</b>	<b>303,140.00</b>	<b>3,172.25</b>	<b>1,448,888.75</b>	<b>(1,145,748.75)</b>	<b>478%</b>	<b>82,367.60</b>
<b>Fund 401 - Capital Projects</b>	<b>(\$115,904.00)</b>	<b>(\$3,172.25)</b>	<b>(\$1,355,270.75)</b>	<b>\$1,239,366.75</b>		<b>(\$306,625.60)</b>
<b>Grand Totals</b>						
<b>REVENUE TOTALS</b>	<b>7,877,378.00</b>	<b>64,423.46</b>	<b>3,044,861.09</b>	<b>4,832,516.91</b>	<b>39%</b>	<b>4,003,733.35</b>
<b>EXPENSE TOTALS</b>	<b>7,993,282.00</b>	<b>498,075.23</b>	<b>4,372,747.62</b>	<b>3,620,534.38</b>	<b>55%</b>	<b>4,422,546.31</b>
<b>Grand Totals</b>	<b>(\$115,904.00)</b>	<b>(\$433,651.77)</b>	<b>(\$1,327,886.53)</b>	<b>\$1,211,982.53</b>		<b>(\$418,812.96)</b>



Account Classification	Adopted Budget	Current Month Transactions	YTD Transactions	YTD Balance	% used/ Rec'd	Prior Year YTD Balance
<b>Fund 101 - General Fund</b>						
<b>REVENUE</b>						
Taxes	1,209,952.00	.00	57,491.32	1,152,460.68	5%	771,881.01
Intergovernmental Revenues	280,612.00	300.00	6,839.10	273,772.90	2%	191,478.32
Charges for Services	5,962,128.00	712,219.23	3,577,716.65	2,384,411.35	60%	2,967,162.55
Other Revenue	55,000.00	975.25	22,390.50	32,609.50	41%	47,254.81
Other Financing Sources	.00	.00	.00	.00	+++	.00
<b>REVENUE TOTALS</b>	<b>\$7,507,692.00</b>	<b>\$713,494.48</b>	<b>\$3,664,437.57</b>	<b>\$3,843,254.43</b>	<b>49%</b>	<b>\$3,977,776.69</b>
<b>EXPENSE</b>						
Personal Services	6,660,207.00	559,755.17	3,107,198.74	3,553,008.26	47%	3,233,679.57
Supplies	186,115.00	14,729.40	90,923.87	95,191.13	49%	133,930.01
Contractual Services	426,228.00	25,124.74	213,481.69	212,746.31	50%	213,262.18
Other Charges	235,142.00	23,117.54	167,723.37	67,418.63	71%	86,550.82
Capital Outlay	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	+++	.00
Other Financing Uses	.00	.00	100,901.35	(100,901.35)	+++	(302,274.00)
<b>EXPENSE TOTALS</b>	<b>\$7,507,692.00</b>	<b>622,726.85</b>	<b>3,680,229.02</b>	<b>\$3,827,462.98</b>	<b>49%</b>	<b>\$3,365,148.58</b>
<b>Fund 101 - General Fund Totals</b>						
<b>REVENUE TOTALS</b>	<b>7,507,692.00</b>	<b>713,494.48</b>	<b>3,664,437.57</b>	<b>3,843,254.43</b>	<b>49%</b>	<b>3,977,776.69</b>
<b>EXPENSE TOTALS</b>	<b>7,507,692.00</b>	<b>622,726.85</b>	<b>3,680,229.02</b>	<b>3,827,462.98</b>	<b>49%</b>	<b>3,365,148.58</b>
<b>Fund 101 - General Fund Totals</b>	<b>\$0.00</b>	<b>\$90,767.63</b>	<b>(\$15,791.45)</b>	<b>\$15,791.45</b>		<b>\$612,628.11</b>
<b>Fund 201 - Grant Fund</b>						
<b>REVENUE</b>						
Intergovernmental Revenues	.00	.00	.00	.00	0%	.00
<b>REVENUE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>
<b>EXPENSE</b>						
Contractual Services	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>
<b>Fund 301 - Debt Service</b>						
<b>REVENUE</b>						
Intergovernmental Revenues	182,450.00	45,612.50	45,612.50	136,837.50	25%	183,050.00
<b>REVENUE TOTALS</b>	<b>\$182,450.00</b>	<b>45,612.50</b>	<b>45,612.50</b>	<b>\$136,837.50</b>	<b>+++</b>	<b>\$183,050.00</b>
<b>EXPENSE</b>						
Contractual Services	182,450.00	.00	.00	182,450.00	+++	183,050.00
<b>EXPENSE TOTALS</b>	<b>\$182,450.00</b>	<b>.00</b>	<b>.00</b>	<b>\$182,450.00</b>	<b>+++</b>	<b>\$183,050.00</b>
<b>Fund 301 - Debt Totals</b>						
<b>REVENUE TOTALS</b>	<b>182,450.00</b>	<b>45,612.50</b>	<b>45,612.50</b>	<b>136,837.50</b>	<b>+++</b>	<b>137,287.50</b>
<b>EXPENSE TOTALS</b>	<b>182,450.00</b>	<b>.00</b>	<b>.00</b>	<b>182,450.00</b>	<b>+++</b>	<b>183,050.00</b>
<b>Fund 301 - Debt Totals</b>	<b>\$182,450.00</b>	<b>\$45,612.50</b>	<b>\$45,612.50</b>	<b>(\$45,612.50)</b>		<b>(\$45,762.50)</b>
<b>Fund 401 - Capital Projects</b>						
<b>REVENUE</b>						
Intergovernmental Revenues	.00	.00	.00	.00	0%	325,000.00
Charges for Services	187,236.00	23,404.50	70,213.50	117,022.50	38%	(246,984.00)
Other Revenue	.00	.00	.00	.00	+++	.00
Other Financing Sources	.00	.00	.00	.00	+++	(302,274.00)
<b>REVENUE TOTALS</b>	<b>\$187,236.00</b>	<b>\$23,404.50</b>	<b>\$70,213.50</b>	<b>\$117,022.50</b>		<b>(\$224,258.00)</b>
<b>EXPENSE</b>						
Motor Vehicles	77,057.00	.00	1,373,099.49	(1,296,042.49)	1782%	(37,970.00)
Office Equipment	83,644.00	.00	35,067.93	48,576.07	42%	83,716.80
Other Equipment	142,439.00	10,550.37	51,272.00	91,167.00	36%	36,620.80
<b>EXPENSE TOTALS</b>	<b>\$303,140.00</b>	<b>\$10,550.37</b>	<b>\$1,459,439.42</b>	<b>(\$1,156,299.42)</b>	<b>481%</b>	<b>\$82,367.60</b>
<b>Fund 401 - Capital Projects</b>						
<b>REVENUE TOTALS</b>	<b>187,236.00</b>	<b>23,404.50</b>	<b>217,923.85</b>	<b>(30,687.85)</b>	<b>116%</b>	<b>(224,258.00)</b>
<b>EXPENSE TOTALS</b>	<b>303,140.00</b>	<b>10,550.67</b>	<b>1,459,439.42</b>	<b>(1,156,299.42)</b>	<b>481%</b>	<b>82,367.60</b>
<b>Fund 401 - Capital Projects</b>	<b>(\$115,904.00)</b>	<b>\$12,853.83</b>	<b>(\$1,241,515.57)</b>	<b>\$1,125,611.57</b>		<b>(\$306,625.60)</b>
<b>Grand Totals</b>						
<b>REVENUE TOTALS</b>	<b>7,877,378.00</b>	<b>782,211.48</b>	<b>3,927,973.92</b>	<b>3,949,404.08</b>	<b>50%</b>	<b>3,890,806.19</b>
<b>EXPENSE TOTALS</b>	<b>7,993,282.00</b>	<b>633,277.52</b>	<b>5,139,668.44</b>	<b>2,853,613.56</b>	<b>64%</b>	<b>3,685,536.18</b>
<b>Grand Totals</b>	<b>(\$115,904.00)</b>	<b>\$148,933.96</b>	<b>(\$1,211,694.52)</b>	<b>\$1,095,790.52</b>		<b>\$205,270.01</b>



# 2023 Run Summary

South Metro Fire Department

	January	February	March	April	May	June	July	August	September	October	November	December	YTD TOTAL	2022 YTD TOTAL
<b>FIRE INCIDENTS</b>														
111 Building fire	1	1	1	3	9	2							17	19
112 Fire in structure other than in a building													0	
113 Cooking fire, confined to container						1							1	2
114 Chimney fire													0	
116 Fuel													0	1
118 Trash		1		1	1								3	2
121 Fire in mobile home used as fixed residence													0	
130 Mobile property (vehicle) fire, other				2									2	
131 Passenger vehicle fire					1								1	8
132 Road Freight or transport vehicle fire				1	1								2	3
133 Rail vehicle fire													0	
134 Water vehicle fire			1										1	
135 Aircraft Fire													0	
138 Off-road vehicle or heavy equipment fire					1								1	
142 Brush or bursh & grass mixture fire						2							2	1
143 Grass Fire				2									2	1
151 Outside rubbish fire													0	2
154 Dumpster fire					3	1							4	1
163 Outside equipment fire				2	3								5	
	1	2	2	11	19	6	0	0	0	0	0	0	41	40
<b>OVERPRESSURE RUPTURE, EXPLOSION, OVERHEAT (NO FIRE)</b>														
200 Overpressure rupture, explosion, overheat other													0	
243 Fireworks explosion (no fire)													0	
251 Excessive heat, scorch burns with no ignition	7	4	10	5	4	7							37	17
	7	4	10	5	4	7	0	0	0	0	0	0	37	17
<b>RESCUE &amp; EMERGENCY MEDICAL SERVICE</b>														
311 Medical assist, assist EMS crew													0	4
321 EMS call, excluding vehicle accident with injury	449	425	501	492	471	424							2762	2717
322 Motor vehicle accident with injuries	5	6	14	7	9	9							50	36
323 Motor vehicle/pedestrian accident (MV Ped)					1	2							3	5
324 Motor vehicle accident with no injuries.	3	4	1	2	2	4							16	25
341 Search for person on land													0	
350 Extrication, rescue, other		1											1	
352 Extrication of victims from vehicle													0	
353 Removal of victim(s) from stalled elevator	1		3		1	2							7	4
355 Confined Space Rescue													0	
357 Extrication of victim(s) from machinery													0	1
360 Water & ice related rescue, other													0	
361 Swimming/recreational water areas rescue													0	
362 Ice Rescue													0	
365 Watercraft rescue													0	5
372 Trapped by power lines0													0	
381 Rescue or EMS standby													0	
	458	436	519	501	484	441	0	0	0	0	0	0	2839	2797
<b>HAZARDOUS CONDITION (NO FIRE)</b>														
400 Hazardous condition, other					1	1							2	1
411 Gasoline or other flammable liquid spill			1		1								2	3
412 Gas leak (natural gas or LPG)	2	1	3	5	4	4							19	12
413 Oil spill													1	1
421 Chemical hazard (no spill or leak)			1										1	
422 Chemical spill or leak				1									1	1
424 Carbon monoxide incident	3	2		1	1	2							9	8
440 Electrical equipment problem		1	1		3								5	7
442 Overheated motor	2	1	2	1										
444 Power line down	5	1	4	25		2							37	6
445 Arch, shorted electrical equipment	1	1	1	13		5							21	2
460 Potential accident	1												1	
461 Building or structure weakened or collapsed				1									1	
462 Aircraft standby													0	
463 Vehicle accident, cleanup		1											1	
471 Explosive, bomb removal													0	
481 Attempt to burn													0	
	14	8	13	47	10	14	0	0	0	0	0	0	106	41
<b>SERVICE CALL</b>														
500 Service Call, other													0	2
510 Person in distress, other	1	1	1										3	3
519 Person in distress													0	
520 Water problem, other					1								1	
522 Water or steam leak			1										1	5
531 Smoke or odor removal	2	1											3	2
551 Assist police or other governmental agency	3	6	3	18		15							45	47
553 Public service		12	6	3	14	1							36	42
554 Assist invalid	32	41	45	31	37	41							227	237
561 Unauthorized burning				6	5	8							19	14
	38	61	56	58	57	65	0	0	0	0	0	0	335	352



# 2023 Run Summary

South Metro Fire Department

	January	February	March	April	May	June	July	August	September	October	November	December	YTD TOTAL	2022 YTD TOTAL
<b>GOOD INTENT CALL</b>														
600 Good intent call, other	1	2	1	1	1	3							9	8
611 Dispatched & canceled en route	9	7	13	16	21	29							95	93
621 Wrong location				1									1	
622 No incident found on arrival at dispatch address	11	1	10	8	9	11							50	38
631 Authorized controlled burning			1		2	1							4	4
650 Steam, gas, other mistaken for smoke													0	
651 Smoke scare, odor of smoke	6	5	7	1	2	1							22	23
652 Steam, vapor, fog or dust thought to be smoke		1											1	2
653 Smoke from barbeque, tar kettle													0	
661 EMS call, party transported by non-fire agency (661)													0	
671 HazMat release investigation w/no HazMat	3	1	6	3		3							16	14
	30	17	38	30	35	48	0	0	0	0	0	0	198	182
<b>FALSE ALARM &amp; FALSE CALL</b>														
700 False alarm or false call, other	1												1	2
710 Malicious false call		2											2	3
714 Central Station, malicious false alarm	2												2	6
715 Local alarm system, malicious false call	9	1		2	2								14	10
721 Bomb scare - no bomb													0	
730 System malfunction, other				1									1	
731 Sprinkler activation due to malfunction		1		3									4	8
732 Extinguishment system activation malfunction													0	
733 Smoke detector activation due to malfunction			2	1	13	3							19	21
735 Alarm system sounded due to malfunction	3	3	7	2	2	5							22	20
736 CO detector activation due to malfunction			3	2		3							8	11
740 Unintentional transmission of alarm, other													0	2
741 Sprinkler activation, no fire - unintentional	2					1							3	7
743 Smoke detector activation, unintentional	1	4	3	5	3	6							22	41
744 Detector activation, no fire - unintentional					2								2	6
745 Alarm system activation, no fire - unintentional	4	2	4	6	3	7							26	36
7451 False Alarm	11	7	6	7	8	6							45	45
746 Carbon monoxide detector activation, no CO	2	1	1	3	1	2							10	16
	35	21	26	32	34	33	0	0	0	0	0	0	181	234
<b>SEVERE WEATHER &amp; NATURAL DISASTER</b>														
814 Lightning strike (no fire)			1										1	
	0	0	1	0	0	0	0	0	0	0	0	0	1	0
<b>SPECIAL INCIDENT TYPE</b>														
900 Special type of incident, other													0	
911 Citizen Complaint					1	3							4	1
	0	0	0	0	1	3	0	0	0	0	0	0	4	1
Not Reported					2								2	22
	0	0	0	0	2	0	0	0	0	0	0	0	2	22
<b>MONTHLY RUN TOTAL</b>	<b>583</b>	<b>549</b>	<b>665</b>	<b>684</b>	<b>646</b>	<b>617</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3744</b>	<b>3687</b>
<b>BLS Transports</b>	<b>138</b>	<b>154</b>	<b>167</b>	<b>177</b>	<b>154</b>	<b>150</b>							<b>940</b>	<b>905</b>



# SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

[www.southmetrofire.com](http://www.southmetrofire.com)

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Date: July 19, 2023

To: President and Board

From: Mark Juelfs, Fire Chief

**Re: Declare Excess Equipment – 1993 Pierce Aerial**

**Summary:**

South Metro has placed an order for a new Rosenbauer Aerial to replace our 1993 Pierce Aerial. Delivery of the new aerial is expected in April of 2024. Our current aerial was taken out of service in May because of the cost of maintaining the vehicle and our lack of confidence in its continued reliability. Several expensive items on the aerial broke in the previous year and the continued investment in repairs is no longer cost effective. Because the aerial is out of service and a new aerial will be delivered in early 2024 the 1993 Pierce Aerial can be declared surplus equipment and sold at auction.

**Budget:**

Proceeds will be recorded as income in the general fund.

**Recommendation:**

Declare 1993 Pierce Aerial as surplus assets and authorize staff to auction them.

**Attachment:**

Resolution 2023-03 Declaring Pierce Aerial as Surplus Equipment.



# South Metro Fire Department

## Resolution Number 2023-03

### RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING SALE AND/OR DISPOSAL THEREOF

**WHEREAS,** certain fire department property is no longer needed and has no practical use for public service, the below listed property should be offered for sale and/or disposal:

Vehicles:

1993 Pierce Aerial      4P1CA02GXPA000359

**NOW, THEREFORE, BE IT RESOLVED** by the South Metro Fire Board of Directors that the above listed vehicle is declared surplus and Department Staff are authorized to dispose of said property by auction, with the proceeds of such sale being disbursed according to law.

Passed by the Board of Directors on July 19, 2023.

Attest:

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Wendy Berry, Secretary



# SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

www.southmetrofire.com

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DATE: July 19, 2023

TO: President and Board

FROM: Mark Juelfs, Fire Chief

RE: **MHealth Fairview Ambulance Service Contract**

## Summary:

The current Ambulance Service Subcontract Agreement with Fairview Health Services is set to expire on December 31, 2023. During the past few months staff have been working with Fairview Health Services to review the current service contract and identify any recommended modifications. The following are the substantive changes to this new contract proposal for your consideration:

- 1) Change HealthEast to Fairview Health Services throughout the document.
- 2) Three-year contract period from January 1, 2024, through December 31, 2026.
- 3) Provides for a first-year increase to transports fees of 10% and continue with the current language for years two and three of a minimum of 2% or an amount equal to the increase in the CPI if greater.
- 4) Continue with the current language that provides a \$3.50 per mile fee for all billable transports.
- 5) Remove current section 4.5 because Fairview Health Services no longer requires a driver monitoring system.
  - a. South Metro Fire represents that each of its ambulances (primary and backup) is equipped with a mutually agreed upon driver monitoring system. South Metro Fire shall cause its personnel to be trained in and follow the driver monitoring program set forth by the South Metro Fire Apparatus and Vehicle Operation Policy, which is on file with and has been approved by HealthEast Medical Transportation. South Metro Fire agrees to establish a remediation plan acceptable to HealthEast for any South Metro Fire personnel that fail to follow the driver monitoring program performance requirements of South Metro Fire. The driver monitoring program applies regardless of mission of ambulance (e.g. fire or EMS). South Metro Fire must provide monthly grading/safety summaries to HealthEast Medical Transportation by the 10<sup>th</sup> day of the following month. If a remediation plan is indicated for an employee not meeting driver monitoring level expectations it must be provided with the monthly report.

## Budget:

The proposed contract period of five years will provide continued stability in the multi-year budget planning process. In addition, the other proposed changes are expected to provide an increase in revenues in 2024 totaling \$63,574 over 2023.

**Recommendation:**

Approve the three-year service contract agreement with Fairview Health Services.

**Attachments:**

- 1) Resolution 2023-04 Approving Fairview Health Services subcontract
- 2) Marked up Ambulance Service Subcontract between Fairview Health Services and South Metro Fire Department, including Exhibit C – Memorandum of Understanding
- 3) Clean copy of Ambulance Service Subcontract between Fairview Health Services and South Metro Fire Department, including Exhibit C – Memorandum of Understanding

AMENDED AND RESTATED AMBULANCE SERVICE SUBCONTRACT  
BETWEEN  
FAIRVIEW HEALTH SERVICES  
AND  
THE SOUTH METRO FIRE DEPARTMENT

This AMENDED AND RESTATED AMBULANCE SERVICE SUBCONTRACT (“Agreement”) Fairview Health Services (“Fairview”) and the South Metro Fire Department (“South Metro Fire”) is entered into effective the first day of ~~June 01, 2023~~ January, 2024 (“Effective Date”), and amends and restates in its entirety the Ambulance Service Subcontract Agreement dated January 2019, as amended on October 13, 2022.

**Commented [NSML1]:** Updated throughout the doc from HealthEast to Fairview Health Services

**Commented [MJ2]:** New effective date

RECITALS

WHEREAS, the City of South St. Paul and the City of West St. Paul entered into a Joint Powers Agreement on October 25, 2005 pursuant to Minn. Stat. §471.59 (the “Joint Powers Agreement”) (attached hereto as Exhibit A); and

WHEREAS, the City of South St. Paul and the City of West St. Paul operate as the South Metro Fire Department for purposes of the services outlined in the Joint Powers Agreement; and

WHEREAS, Fairview is a licensed ambulance provider, and has been designated by the Emergency Medical Services Regulatory Board to provide ambulance services in a primary service area that includes the City of South St. Paul and the City of West St. Paul; and

WHEREAS, South Metro Fire has represented that it has the capability to provide basic life support ambulance services; and

WHEREAS, the parties desire to enter into this Agreement whereby South Metro Fire would provide basic life support ambulance services on behalf of, and as a subcontractor to, Fairview, in the primary service area that includes the City of South St. Paul and the City of West St. Paul, but may also include other surrounding communities through mutual aid, only when requested by Fairview.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants and promises set forth in this Agreement, South Metro Fire and Fairview agree as follows:

ARTICLE I  
DEFINITIONS

1.1 “ALS” means Advanced Life Support ambulance service as that term is defined under Minnesota law.

- 1.2 “Ambulance Director” means the Ambulance Service Director of Fairview.
- 1.3 “BLS” means Basic Life Support ambulance service as that term is defined under Minnesota law.
- 1.4 “Fire Chief” means the South Metro Fire Department Fire Chief.
- 1.5 “License” means the ambulance license granted to Fairview by the state of Minnesota.
- 1.6 “Medical Director” means the physician appointed by Fairview who is the Medical Director of Emergency Medical Services.
- 1.7 “M Health Fairview” means the newly expanded collaboration among the University of Minnesota of Minnesota Physicians, and Fairview Health Services
- 1.8 “MOU” means the Memorandum of Understanding attached hereto and incorporated herein as Exhibit C, which contains the understandings of the parties regarding the protocols and criteria for implementation of this Agreement. The MOU may be modified from time to time by mutual agreement of the parties through the authority granted herein. Fairview shall authorize the appropriate person within its organization to modify, amend or change the MOU pursuant to this Section 1.9. South Metro Fire hereby authorizes its Fire Chief to modify, amend or change the MOU pursuant to this Section 1.9.
- 1.9 “Performance Standards” means the standards of performance applicable to all Fairview emergency medical personnel, as may be from time to time modified or amended by Fairview.
- 1.10 “QA Committee” means Fairview’s Emergency Medicine Quality Assurance Committee.
- 1.11 “Sentinel Events” means the events defined in Article VI of the MOU as “Sentinel Events.”
- 1.12 “South Metro Fire” or “SMFD” means the South Metro Fire Department.
- 1.13 “South St. Paul” means the City of South St. Paul.
- 1.14 “West St. Paul” means the City of West St. Paul.

Commented [NSML3]: new

ARTICLE II  
OBLIGATIONS OF FAIRVIEW

- 2.1 Fairview, as the licensed ambulance provider, shall bill and collect all fees for patients transported under this Agreement. Fairview shall pay South Metro Fire the amounts set forth in Article V of this Agreement in consideration of South Metro Fire's services under this Agreement.
- 2.2 Fairview shall appoint a physician to act as Medical Director and shall appoint a qualified individual to act as Ambulance Director.
- 2.3 Fairview, as the primary service area License holder, shall respond to emergency medical calls originating within South St. Paul and West St. Paul city limits pursuant to MOU.
- 2.4 Fairview shall work with South Metro Fire on maintaining the classification of any non-public data, such as personnel data and patient information.
- 2.5 Fairview will require all paramedic personnel hired after the Effective Date of this Agreement to attend a ride-along session with the South Metro Fire Department as part of their field training.

ARTICLE III  
SOUTH METRO FIRE SERVICES

- 3.1 South Metro Fire agrees to act as a subcontractor to Fairview in the delivery of BLS services for calls originating in South St. Paul and West St. Paul. South Metro Fire agrees that such services shall be performed in accordance with the terms of this Agreement and shall comply with all laws, regulations and ordinances applicable to Fairview and the delivery of ambulance services. South Metro Fire further agrees that it and its employees will comply with all policies of Fairview, including compliance programs (along with education and training related thereto). In furtherance of the foregoing, South Metro Fire agrees to comply with and adopt Fairview's policy regarding Obligations of Agents and Contractors Relative to False Claims Act which is available upon request.
- 3.2 South Metro Fire shall own or lease and maintain a minimum of two primary ambulances and one or more back up ambulances that meet or exceed all federal, state and local requirements for a BLS ambulance and all Fairview standards and specifications for BLS ambulances; the maximum number of BLS ambulances operated at any one time under this subcontract is limited to three, unless authorized by the Ambulance Director or his or her designee.
- 3.3 South Metro shall provide Fairview with VIN #s and make and model for each ambulance. South Metro Fire shall be deemed to have leased to Fairview the ambulances used by South Metro Fire while performing services under this

Agreement, only for satisfying reimbursement requirements, but for no other purpose.

- 3.3.1 South Metro Fire shall be responsible for all costs associated with the maintenance and operation of the BLS ambulances, including all costs associated with compliance with all applicable federal, state and local laws, regulations and ordinances.
- 3.3.2 South Metro Fire shall have the name “M Health Fairview” and the M Health Fairview logo painted or affixed on each of its ambulances, in style, proportion and color in conformance with Fairview requirements and the minimum requirements of the License.
- 3.4 South Metro Fire shall operate its ambulances in accordance with this Agreement and the MOU (as the MOU may be amended periodically) and any other applicable protocols or policies recommended by the Medical Director or adopted by Fairview.
- 3.5 South Metro shall provide Fairview with monthly reports showing call volumes, response times, scene times, and hospital destination times. South Metro Fire will also provide monthly reports listing all instances of Alpha and Bravo level ambulance responses for which South Metro Fire was unable to respond.
- 3.6 When medically appropriate for BLS transport and based upon the availability of the ambulances described in Section 3.2 of this Agreement, South Metro Fire shall transport all BLS patients originating within the city limits of South St. Paul and West St. Paul or, with prior authorization from the Ambulance Director or the Ambulance Director’s designee, as needed, to any of the hospitals identified in Article VII of the MOU.
- 3.7 For each patient transported by South Metro Fire, documentation shall meet the same standards used by Fairview for documentation of its services, as those standards are communicated to South Metro Fire periodically, including, but not limited to, obtaining patient signatures, documenting medical necessity and ensuring accurate and complete documentation. South Metro Fire shall provide Fairview with the information required by Fairview for each patient transported by South Metro Fire under this Agreement. Such information shall be provided within 48 hours of transport. South Metro Fire shall provide such information in electronic format.
- 3.8 South Metro Fire shall maintain the confidentiality of all information relating to patients transported by South Metro Fire and all information relating to the business and professional affairs of Fairview management and the conduct of its business. South Metro Fire shall immediately notify Fairview of any request that requires the disclosure of such information and cooperate with Fairview in responding to any such request. South Metro Fire shall ensure that its tablets have

encryption software that protects all patient information contained on such tablets. Such encryption software shall meet HIPAA privacy and security standards then currently in effect.

- 3.9 South Metro Fire shall promptly refer all patient inquiries and complaints concerning the quality or appropriateness of care provided by South Metro Fire or Fairview or the billing of services directly to the Ambulance Director or designee. South Metro Fire shall cooperate with Fairview in any investigation of such patient inquiries or complaints.
- 3.10 South Metro Fire shall maintain such insurance(s) as required by Article VI.
- 3.11 South Metro Fire agrees to cooperate with Fairview and agrees not to act in a manner adverse to Fairview, in preserving the License in the primary service area. Without limiting the foregoing, South Metro Fire agrees that it will not directly apply for an ambulance license or testify in favor of any action or hire or participate with any third party to take any action that would jeopardize Fairview's exclusive License in the primary service area.
- 3.12 South Metro Fire shall provide each patient transported by South Metro Fire with a Notice of Privacy Practices in the form and with the content required by Fairview, and all other forms and documents as directed by Fairview for compliance with federal and state privacy laws.
- 3.13 South Metro Fire shall permit Fairview to post a Fairview ambulance vehicle at South Metro Fire's facilities.
- 3.14 The parties recognize that resources will need to be devoted within Fairview to manage the relationship between the parties so that services may be provided by South Metro Fire. Examples of activities involving Fairview, resources include converting information received electronically from South Metro Fire into proper formats for billing and reporting, training South Metro Fire personnel, conducting quality assurance of South Metro Fire activities, and conducting compliance related activities. South Metro Fire shall pay Fairview the amounts set forth in Article V of this Agreement in consideration of resources to be provided by Fairview for the benefit of South Metro Fire.

#### ARTICLE IV PERSONNEL, TRAINING AND QUALITY ASSURANCE

- 4.1 South Metro Fire shall cause its ambulance personnel to be certified as EMT or higher and to otherwise meet or exceed all other federal, state and local requirements for BLS ambulance personnel. All personnel employed by South Metro Fire for the operation of its ambulances shall hold current MN EMT certification, and NREMT or have the ability to obtain NREMT certification within one year of their date of hire. South Metro Fire shall only allow personnel who (A) meet credentialing requirements agreed to by the Office of the Medical



Director for Fairview and South Metro Fire, and (B) for ambulance personnel hired after the effective date of this Agreement, and have successfully completed the Fairview /South Metro Fire's Field Training Evaluation, to provide services under this Agreement. Failure to meet credentialing and Field Training Evaluation requirements will result in removal of credentialing to provide patient care. Fairview agrees that as of the date of this Agreement, all current employees of South Metro Fire meet the credentialing requirements of this section.

- 4.2 South Metro Fire shall cause its ambulance personnel to attend all quarterly and special training sessions on-site at Fairview EMS Academy. This education may include both South Metro Fire and Fairview staff. Refresher education may be quarterly or annually as mutually agreed upon by Fairview and South Metro Fire as deemed necessary by both parties or by regulatory authorities. Fairview shall provide at least twenty-eight (28) days' notice of refresher and special training dates. In addition, South Metro Fire shall cause all South Metro Fire personnel hired after the date of this Agreement to attend new employee orientation at Fairview's EMS Academy. South Metro Fire will provide at least 28 days' notice of a new employee start date to facilitate scheduling orientation. South Metro Fire shall be responsible for all costs associated with the employment and training of its personnel, including wages and other expenses attributable to attendance at training and education. Except for absences that are excused by Fairview, in its sole discretion, attendance of South Metro Fire ambulance personnel is required for training sessions at the same standard for Fairview personnel and will be tracked via the attendance roster. Failure to make up a missed training session will result in removal of credentialing to provide patient care.
- 4.3 South Metro Fire shall comply with all requirements necessary to support any variance granted to Fairview regarding operation of a BLS ambulance service.
- 4.4 South Metro Fire shall ensure all South Metro Fire personnel complete mandatory education on a Fairview designated software program, or other software program mutually agreed upon by South Metro Fire and the Medical Director (i.e. Target Solutions), including compliance modules, on an annual basis and by the same deadline imposed on Fairview staff. Each South Metro Fire employee must complete all educational modules by the deadline outlined by Fairview corporate requirements. Failure to complete training modules during prescribed time will result in removal of credentialing to provide patient care.
- 4.5 All South Metro Fire ambulance personnel, in the performance of emergency medical duties, shall at all times be subject to the Performance Standards in effect at that time. Upon notice to the Fire Chief by Fairview that a South Metro Fire ambulance crew, crew member or other South Metro Fire ambulance personnel has violated the Performance Standards applicable at that time or committed any act that subjects or may subject the ambulance crew, crew member or other South Metro Fire ambulance personnel to discipline under any provision of Chapter 144E of the Minnesota Statutes, the Fire Chief shall take all actions necessary to ensure patient safety, exclude the individual(s) involved in the violation from any

**Commented [MJ4]:** Old language referencing a driver monitoring system in 4.5 was deleted.

work in providing ambulance services, and resolve any problems caused by the violation. Failure of the Fire Chief to take necessary actions or otherwise resolve any difficulty with South Metro Fire personnel to the satisfaction of Fairview shall be grounds for immediate termination of this Agreement by Fairview.

- 4.6 Upon request, South Metro Fire agrees to participate in any Quality Assurance (QA) process instituted by Fairview during the term of this Agreement. South Metro Fire agrees that its personnel are subject to and required to participate in continuous quality improvement and peer review as approved by the Medical Director.
- 4.7 South Metro Fire shall provide a qualified individual to attend meetings of the QA Committee as well as appoint an EMS Chief, and other officers as mutually agreed upon. South Metro Fire and its QA Committee members will maintain the confidentiality of all information discussed in the course of participating in the QA Committee process.
- 4.8 South Metro Fire shall identify a Continuous Quality Improvement (“CQI”) coordinator. The CQI coordinator shall provide Fairview’s Medical Director with regular reports and evaluations of Sentinel Events. South Metro Fire shall report Sentinel Events to the Fairview’s Medical Director within 24 hours.
- 4.9 South Metro Fire agrees that its personnel will utilize mutually agreed upon reporting software for incident tracking and Medical Director review. South Metro Fire shall be responsible for the costs associated with the mutually agreed upon reporting software program.

ARTICLE V  
PAYMENTS

- 5.1 In consideration of the services provided under this Agreement, Fairview shall pay South Metro Fire an amount equal to ~~\$277.11~~\$368.02 for each patient transported under MOU Articles I, II or IV. The amount for each patient transported shall increase annually by a minimum of two (2) percent or an amount equal to the increase, if any, in the Consumer Price Index for All Urban Consumers in the Minneapolis-St. Paul Area for the immediately prior year. For example, the increase for transports occurring after January 1, ~~2025~~2025 will be based on the ~~2025~~2025 Consumer Price Index, Minneapolis Urban which is expected to be published around February ~~2025~~2025, and Fairview will retroactively reimburse South Metro Fire for each patient transported prior to the availability of that year’s adjustment. In addition, Fairview shall pay South Metro Fire three dollars and 50 cents (\$3.50) per mile for all billable transports. Notwithstanding anything to the contrary herein, if:

- (A) any provision of this Agreement is not met by South Metro Fire at the time of a transport or submission of an invoice to Fairview; or

**Commented [MJ5]:** Adjusted per agreement with Tom

**Commented [MJ6]:** Date change to reflect new contract

**Commented [MJ7]:** Date change to reflect new contract

- (B) Fairview is unable, in its sole discretion, to bill for a transport, or a claim for a transport is denied by a payer, due to incomplete information provided by South Metro Fire,

then Fairview has no obligation to pay South Metro Fire, and South Metro Fire has no right to receive payment from Fairview, for such transport; provided that for 5.1 (A), unless breach of the Agreement entitles Fairview to terminate the Agreement immediately, payment will be made to South Metro Fire upon South Metro Fire's curing of such breach within the time periods set forth in Article VIII; and for 5.1 (B), Fairview will notify South Metro Fire of documentation deficiencies, and payment will be made to South Metro Fire if South Metro corrects such deficiencies within ten (10) calendar days of notice to Fairview. Failure of South Metro Fire to cure a breach within the periods set forth in Article VIII or to correct deficiencies within such ten (10) day period will result in nonpayment of the transport to South Metro, regardless of whether Fairview may ultimately bill for the transport. South Metro Fire shall be responsible for invoicing Fairview for payment.

- 5.2 In consideration of the resources to be devoted by Fairview to the management of this Agreement and that will benefit South Metro Fire in its ability to act as a subcontractor to Fairview, South Metro Fire shall pay Fairview an administrative fee equal to ~~\$25.00~~<sup>19.60</sup> for each claim attributable to a South Metro Fire transport. The administrative fee shall increase annually by a minimum of two percent (2%) or an amount equal to the increase, if any, in section 5.1. the Minneapolis-St. Paul Area for the immediately prior year, as determined in Section 5.1, with the first adjustment becoming effective January 1, 20~~25~~<sup>17</sup>. Fairview shall offset amounts due and owing to South Metro Fire under Section 5.1 of this Agreement by the amount due from South Metro Fire to Fairview under this Section 5.2.

**Commented [MJ8]:** Changed to reflect same percentage increase as the transport payment.

**Commented [NSML9]:** increased from \$14.76

- 5.3 Upon transport of a patient, South Metro Fire and Fairview shall cooperate to ensure the timely replacement of all disposable medical supplies used in treating the patient.

## ARTICLE VI INSURANCE

- 6.1 South Metro Fire shall purchase and maintain, at its sole expense, the following insurance coverages:
- a) General and Professional liability insurance coverage one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, covering its acts or omissions and the acts and omissions of its employees performing services governed by this Agreement;

- b) automobile liability insurance in minimum coverages of one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) annual aggregate;
- c) umbrella coverage over both the liability and automobile coverage of five million dollars (\$5,000,000); and
- d) employer's liability insurance and statutorily required workers' compensation insurance covering its employees performing services under this Agreement.

**Commented [NSML10]:** previous disposition: c) Umbrella coverage over both the liability and automobile coverage of seven million dollars (\$7,000,000);

This insurance coverage shall name Fairview as an additional insured. Because it is anticipated that South Metro Fire's insurance shall be of the "claims made" type, the effective date of the policies shall be no later in time than the effective date of this Agreement and the effective date may not be adjusted or changed without notice to a prior written approval of Fairview. In addition, such insurance shall a) have prior acts coverage dating back to January 1, 1992; and b) upon termination of this Agreement for any reason, South Metro Fire and its successors in interest agree to continue to purchase an unlimited extended reporting period following the date of termination; and c) name Fairview as an additional insured for both such additional periods.

- 6.2 South Metro Fire and Fairview mutually agree to waive their respective rights, as well as the rights of any subsidiaries and affiliates of recovery for loss or damage to each respective party's building, equipment, improvements, or other property due to a cause customarily covered in the standard form property insurance endorsements.
- 6.3 South Metro Fire shall provide to Fairview a certificate of insurance evidencing compliance with this section prior to the effective date and shall provide such certificate any other time reasonably requested by Fairview. Such a certificate shall provide for not less than thirty (30) days' written notice of cancellation or material alteration of the coverages, with such notice to be provided to South Metro Fire and Fairview.

#### ARTICLE VII INDEMNITY

- 7.1 Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance, Fairview agrees that it shall protect, indemnify and hold South Metro Fire harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend South Metro Fire in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by the negligent acts or omissions of Fairview, its agents (other than South Metro Fire) or employees, in connection with or as a result of a breach of this Agreement or

the performance of Fairview's obligations or services under this Agreement. Fairview shall not be required to reimburse, defend or indemnify South Metro Fire for losses or claims to the extent due to the negligence of South Metro Fire. Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance, in case of joint or concurrent negligence of the parties giving rise to a loss or claim against one or all, each shall have full rights of contribution against the other. These indemnification provisions are for the protection of the parties only and shall not establish any liability to third parties.

- 7.2 Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance and notwithstanding any possible defense or claim of immunity or statutory limitation on liability in any claim by a third party or parties, South Metro Fire shall protect, exonerate, indemnify and hold Fairview and its affiliates (the "Fairview System") harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the Fairview System in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by the negligent acts or omissions of South Metro Fire, its agents or employees, in connection with or as a result of a breach of this Agreement or the performance of South Metro Fire obligations or services under this Agreement. South Metro Fire shall not be required to reimburse, defend or indemnify the Fairview System for losses or claims to the extent due to the negligence of Fairview. Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance, in case of joint or concurrent negligence of the parties giving rise to a loss or claim against one or all, each shall have full rights of contribution against the other. In addition to the foregoing, South Metro Fire shall protect, exonerate, indemnify and hold the Fairview System harmless from and against all liabilities, actions, damages, penalties, claims, demands, judgment, loss, costs, expenses, suits or actions and attorneys' fees and shall defend the Fairview System in any proceeding arising out of or related to claims submitted to Medicare, Medicaid or other payers prior to the Effective Date of this Agreement. These indemnification provisions are for the protection of the parties only and shall not establish any liability to third parties.
- 7.3 Each party shall protect, indemnify and hold harmless the other parties from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees that would have been covered by the specific insurance required to be obtained and kept in force by the party under the terms of this Agreement, if the claim arises within the scope of the specified coverage of such insurance and the party did not obtain and keep in force the specified coverage.
- 7.4 In any claim by Fairview under this Article VII, South Metro Fire hereby agrees that the statutory tort liability limits and governmental immunities contained in Minnesota Statutes, Chapter 466 shall not limit Fairview's recovery (if any) to the limits stated therein. However, recovery by Fairview shall be limited by the

maximum insurance coverage required in Article VI with respect to all liabilities, actions, damages, claims, demands, judgments, losses, costs or expenses (including attorneys' fees). This section is for the benefit of Fairview only and shall not establish any benefit to third parties.

ARTICLE VIII  
TERM, CONTINGENCIES AND TERMINATION

Subject to prior satisfaction of the conditions precedent enumerated in Section 8.2, this Agreement shall be effective on January 1, ~~2024~~<sup>19</sup> and shall extend through December 31, ~~2026~~<sup>3</sup> unless terminated prior to that date pursuant to this Article VIII.

**Commented [MJ11]:** New effective date

**Commented [MJ12]:** New expiration date

- 8.1 This Agreement shall not be effective until the following conditions precedent have been satisfied:
- 8.1.1 Approval of this Agreement by the Board of the South Metro Fire Department; and
  - 8.1.2 Submission to Fairview by South Metro Fire of evidence of insurance required by Article VI.
- 8.2 This Agreement shall terminate immediately upon the happening of any one of the following:
- 8.2.1 Fairview or any other Fairview entity is no longer licensed by the State of Minnesota to provide ALS ambulance services;
  - 8.2.2 A party to this Agreement ceases operation of ambulance services;
  - 8.2.3 At Fairview's discretion, upon a breach by South Metro Fire of any of its obligations under sections 3.3 (excluding 3.3.1 and 3.3.2), 3.4, 3.8, 3.10, 3.11, 3.12, or 4.5;
  - 8.2.4 Dissolution of South Metro Fire or termination of the Joint Powers Agreement dated October 25, 2005; or
  - 8.2.5 Upon a breach of this Agreement by South Metro Fire that the Medical Director, in his or her professional judgment, believes jeopardizes the License.
- 8.3 Fairview may terminate this Agreement immediately upon breach by South Metro Fire of its obligations under this Agreement (other than those sections set forth in Section 8.2 for which immediate termination is available), which breach remains uncured for fourteen (14) days after notice of such breach has been given, provided that termination of this Agreement shall be immediate and without a

cure period, if, in the professional judgment of the Medical Director, such breach compromises patient safety or care. Fairview may, but is not required to, allow South Metro Fire the opportunity to develop and comply with a corrective action plan acceptable to Fairview in the event of South Metro Fire's noncompliance. If Fairview permits South Metro Fire to develop a corrective action plan, failure of South Metro Fire to develop a corrective action plan acceptable to Fairview, or failure to comply with a corrective action plan acceptable to Fairview, shall allow Fairview to terminate the Agreement immediately and without advance notice to South Metro Fire.

#### ARTICLE IX REMEDIES

- 9.1 The parties shall have available to them all remedies recognized at law, in equity or by statute for any breach of this Agreement. These remedies shall be in addition to the right to terminate this Agreement pursuant to Article VIII.
- 9.2 In the event of a breach of the obligations imposed by Section 3.10 or 4.6 or in the event any action of South Metro Fire impairs the License, South Metro Fire agrees that Fairview will suffer irreparable harm, have no adequate remedy at law and shall be entitled to specific performance.

#### ARTICLE X GENERAL PROVISIONS

- 10.1 Nothing in this Agreement shall be construed to require or allow the transport of a patient by BLS ambulance when such a transport would be medically inappropriate.
- 10.2 Nothing in this Agreement is intended or shall be construed to create an employer-employee relationship, a partnership, a joint-venture or a lessor-lessee relationship between Fairview and South Metro Fire or Fairview and South Metro Fire personnel.
- 10.3 Each party understands and agrees that it is responsible for the payment of the wages, salaries and benefits of its own employees and that the other parties shall not pay or withhold such sums for income tax, unemployment insurance, social security or other withholding required by law or any other agreement.
- 10.4 Nothing shall act to limit the financial obligations or responsibilities of South St. Paul, West St. Paul or South Metro Fire under this Agreement, including but not limited to the obligations assumed under Article VII. South Metro Fire hereby represents and warrants that it has entered into that certain Services Agreement (Exhibit B) with the cities of South St. Paul and West St. Paul (the Cities) under which the Cities have agreed to the following:





If to West St. Paul: 1616 Humboldt Avenue  
West St. Paul, MN 55118  
Attn: City Manager

If to South St. Paul: 125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075  
Attn: City Administrator

If to South Metro Fire: 1650 Humboldt Avenue  
West St. Paul, MN 55118  
Attn: Fire Chief

10.11 If at any time the payment of compensation or performance of services hereunder by South Metro Fire or Fairview impairs the tax exempt status of Fairview, as determined by a communication from the Internal Revenue Service or upon receipt by Fairview of an opinion of counsel to such effect, all performance of services under this Agreement shall be suspended and the parties shall meet and negotiate in good faith to revise this Agreement and execute such documents as are necessary to remove such impairment to Fairview's tax exempt status. If such negotiations are unable to resolve the issues, this Agreement may be terminated.

10.12 If, because of force majeure, either party shall be unable to carry out any of its obligations under this Agreement, then the obligations of that party shall be suspended to the extent made necessary by such force majeure. The party affected by force majeure shall give notice to the other party as promptly as practicable of the nature and probable duration of such force majeure. The term "force majeure" means an act, event or cause reasonably beyond the control of the party, including but not limited to, acts of God, legislation or lawful regulations or any governmental body, court orders, acts of public enemy, sabotage, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns or damage to plant, equipment or facilities, interruptions in transportation or embargoes, inability to secure fuel or electric power or other causes of a similar nature.

10.13 For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

Until the expiration of four (4) years after the furnishing of such services pursuant to such Agreement, the parties shall make available, upon written request of the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of such that are necessary to certify the nature and extent of such costs, and if any of the parties carry out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related

organization [as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b)], such subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such cost. This section 10.13 does not constitute consent by Fairview to subcontracting of services by South Metro Fire.

- 10.14 Prior to and as a condition precedent to the effective date of this Agreement, South Metro Fire shall execute Fairview's form of HIPAA Business Associate Agreement.
- 10.15 The failure of either party to insist in any one or more instances upon strict performance of any covenant or obligation of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such covenant or obligation thereafter, and the same shall continue and remain in full force and effect.
- 10.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one Agreement.

[Signatures on Following Pages]



FAIRVIEW CARE SYSTEM

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA }

}

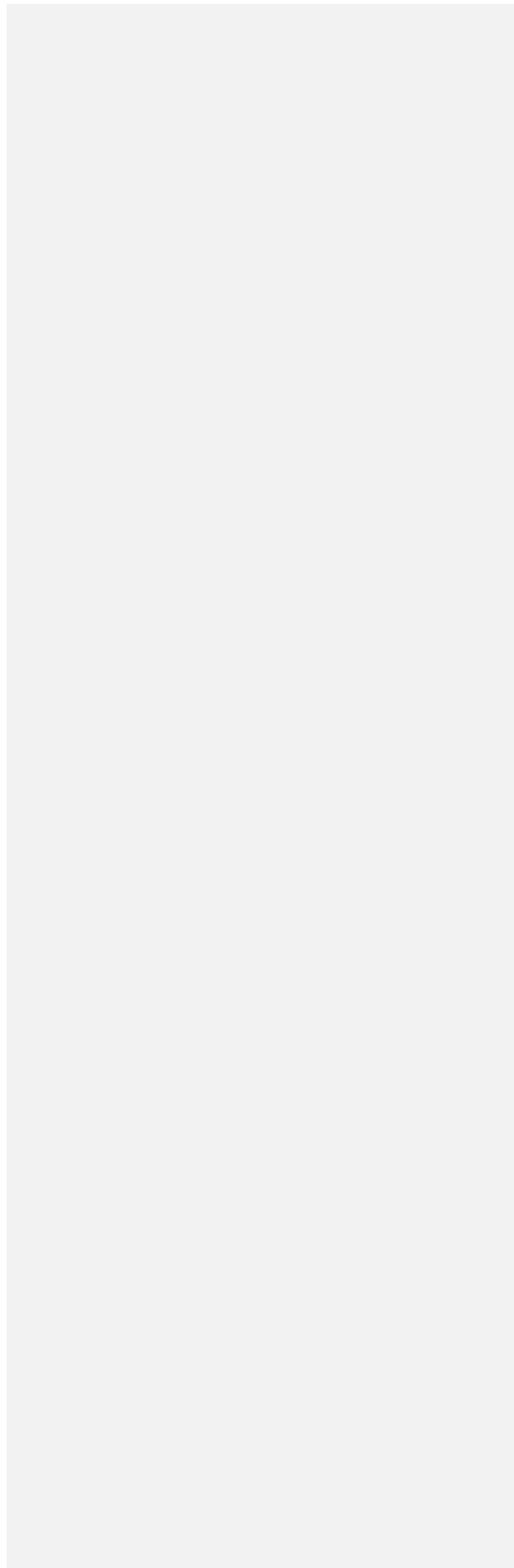
COUNTY OF RAMSEY }

This Agreement was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2023-18, by \_\_\_\_\_, \_\_\_\_\_, Fairview  
Care System.

Commented [MJ15]: New signature date

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**JOINT POWERS AGREEMENT**



**EXHIBIT B**  
**SERVICES AGREEMENT**  
**(CITIES OF SOUTH ST. PAUL AND WEST ST. PAUL)**

## EXHIBIT C

### MEMORANDUM OF UNDERSTANDING

#### ARTICLE I

##### ALS or BLS Transport Protocol in accordance with Fairview Clinical Policy 9.21

1.1 Purpose. To provide a general definition of conditions that should be considered for ALS versus BLS care and transport.

1.2 Protocol.

1.2.1 Patients with the following presentations should, in most cases, be transported by ALS:

A. Accident/assault victim with multiple trauma or significant mechanism of injury (when ALS transport is immediately available), including but not limited to:

1. Falls from a distance of > 20 feet for adults, > 10 feet for children (2-3 times their height)
2. Ejection from a vehicle
3. Death in the same passenger compartment
4. Extrication time > 20 minutes
5. Rollover
6. High speed auto crash with:
  - i. Initial speed > 40 mph,
  - ii. Major auto deformity > 20 inches,
  - iii. Passenger compartment intrusion > 12 inches,
  - iv. Or steering wheel deformity
7. Auto-pedestrian/auto-bicycle injury with significant (> 5 mph) impact
8. Pedestrian thrown or run over
9. Motorcycle crash > 20 mph or with separation of rider

B. Airway compromise.

C. Acute altered level of consciousness: persistent, alternating, unknown etiology, or GCS < 14

D. Anaphylaxis

E. Respiratory Distress

F. Burns: major partial or full thickness, hydrofluoric acid or fluorine gas exposure, respiratory or facial, or when mediate pain control is indicated

G. Chest pain

H. Cardiac or respiratory arrest



- I. Cerebrovascular accident or stroke symptoms
- J. Near drowning
- K. Electrical injury
- L. Fractures: bilateral femur, pelvic, or open fractures (suspected or known), or when pain control is indicated
- M. Heatstroke with altered level of consciousness
- N. Hemorrhage: internal or external, with evidence of shock
- O. Obstetrical: known or suspected complications, including, but not limited to, breech, prematurity, multiple births, or pre-eclampsia
- P. Overdoses, drug reactions, and poisonings associated with GCS < 14 Penetrating trauma to head, neck, groin, or torso
- Q. Syncopal episode in any patient > 35 years old
- R. Seizures: prolonged or repetitive, initial episode or unknown etiology
- S. Any patient whose vital signs fall within these ranges should be considered for ALS transport

Age	Blood Pressure	Pulse	Respirations
>11 Yrs	<90 or >200 systolic or >120 diastolic	<50 or >150	<10 or >30
3-11 Yrs	<80 systolic	<60 or >150	<15 or >30
3 mo-2 Yrs	<70 systolic	<80 or >160	<20 or >40
Birth-2 Mos	<50 systolic	<100 or >180	<30 or >50

1.2.2 Patients with the following presentations may be transported BLS as long as they do not fit any of the above criteria:

- A. Accident/assault victims with minor trauma
- B. Altered level of consciousness: brief and improving, and GCS of 14 or 15
- C. Burns: minor (<20% total body surface area (TBSA) in adults, <10% TBSA if <12 or >60 years)
- D. Fractures: simple
- E. Lacerations: minor
- F. Obstetrical: uncomplicated
- G. Psychiatric or suicidal patients that do not require more than Two Point Light physical restraint
- H. Syncopal episode in any patient <35 years old
- I. Uncomplicated diabetic emergencies responding rapidly to oral glucose or IM glucagon with blood glucose greater than 80mg/dl.

**ARTICLE II**  
**Alpha/Bravo Calls and Upgrade Protocols**

2.1 **Purpose.** To provide clarification of the respective parties' responsibility for sole response to Alpha and Bravo level calls and to define the Standard Operating Procedure for SMFD response mode for BLS call.

2.2 **Protocol.**

2.2.1 South Metro Fire shall be the primary response to all Alpha and Bravo level requests for 9-1-1 service within the City of West St. Paul and City of South St. Paul response area. At the discretion of HEMT Communications Center or HEMT supervisory staff, ALS resources may also be dispatched. SMFD shall request HEMT (ALS) to respond under the following circumstances:

- A. South Metro Fire does not have the resources to respond;
- B. At any time after South Metro Fire response is initiated it is determined that patient meets criteria for ALS response as defined by MOU Article I.

2.2.2 South Metro Fire will utilize the following procedure to upgrade and request ALS resources by:

- A. The primary means of resource upgrade will be by contacting HEMT Communications Center on the ALS Channel directly.
- B. The secondary means of resource upgrade will be through the Dakota Communications Center.

2.2.3 Current exceptions to primary alpha and bravo priority responses include a response for seizures regardless of priority, which will receive a Charlie level response.

2.2.4 The performance of this Article II in the MOU shall be monitored by the HEMT CQI process to assure its appropriateness.

2.3 Dual response from Fairview (ALS) and South Metro Fire Department (BLS) shall be initiated on all Charlie, Delta, and Echo calls unless one party does not have the resources to respond.

2.4 SMFD will respond Code 2 (non-lights and sirens) to all Alpha responses

2.4.1 SMFD may upgrade to a Code 3 response in the event additional information is obtained from dispatch to warrant such a response.

2.4.2 Response mode upgrades for Alpha responses must be documented in the PCR as appropriate for CQI purposes.

2.5 SMFD may respond Code 3 (lights and sirens) to Bravo requests. HEMT will initially respond Code 2 (non-lights and sirens) and upgrade as necessary.

**ARTICLE III**  
**On-Line Medical Control Protocol**

3.1 **Purpose.** To ensure the timely delivery of medical authorization for patient care orders requiring on-line medical control contact, SMFD and HEMT shall utilize the following protocol.

3.2 **Protocol.**

3.2.1 When at such time SMFD EMTs determine that they are in need of on-line medical control authorization to perform a particular skill or administer a particular medication according to the current patient care guidelines, **AND,**

3.2.2 HEMT ALS providers are enroute to the scene, **THEN,**

3.2.3 SMFD EMTs shall contact the responding HEMT providers via radio, provide a brief patient update and request the appropriate orders.

A. HEMT ALS providers shall be granted the authority by the HEMT medical director for this specific duty as his/her designee.

B. HEMT ALS providers shall generally be expected to grant SMFD request unless the request is determined to represent a clear deviation from patient care guidelines.

C. SMFD and HEMT providers must document the request and the authorization in the PCR and the incident shall be considered a sentinel event to quality improvement review.

3.2.4 If SMFD is unable to make contact with responding HEMT ALS providers OR when SMFD is the sole response unit

A. SMFD shall obtain on-line medical control authorization by contacting HEMT DOC line or calling the HEMT Medical Director.

B. On-line orders must be documented in the PCR.

**ARTICLE IV**  
**Timely Delivery Protocol**

4.1 **Purpose.** To ensure the timely delivery of patients to definitive care in the event of a delay in response of HEMT (ALS) to the scene of call where SMFD (BLS) personnel are currently on-scene. This protocol applies only to those calls where a dual response by HEMT and SMFD occurs.

4.2 **Protocol.**

4.2.1 In the event that SMFD (BLS) providers arrive on scene with **an ALS patient** as defined by MOU Article I and there is reasonable anticipation that HEMT (ALS) response will exceed 10 minutes, then SMFD (BLS) is authorized to initiate transportation of the patient to definitive care after taking the following steps:

- A. SMFD (BLS) providers will make the determination whether the patient may be safely transported without ALS assessment.
- B. After communicating this to the responding HEMT (ALS) providers, SMFD will either coordinate an intercept if the patient is felt to require ALS assessment or proceed with BLS transport to the receiving hospital.

4.2.2 In the event that SMFD (BLS) providers on scene with **a BLS patient** as defined by MOU Article I and there is reasonable anticipation that HEMT (ALS) response will exceed 10 minutes, SMFD (BLS) is authorized to initiate transportation of the patient to definitive care after taking the following step:

- A. Contact HEMT Dispatch to inform them of patient status and confirm plan for transport.

The occurrence of either of the above constitutes a Sentinel Event for quality improvement purposes and must be reported on an incident report and provided to the medical director for review.

#### **ARTICLE V** **Management of Transporting Ambulance**

5.1 **Purpose.** To ensure the management of all primary transporting ambulances delegated to respond, whether solely as described within MOU Article II or as a dual response to the cities of West St. Paul and South St. Paul.

5.2 **Policy.** Fairview's Communications Center is required to manage EMS resources that are responding to emergent and non-emergent calls to the cities of West St. Paul and South St. Paul. Response time standards as dictated by HEMT will require 90% Fractile of all emergency calls to be responded to in less than 9 minutes. Management of resources for the purpose of this policy will be defined by the following:

5.2.1 The South Metro Fire Department will utilize the Dakota Communications Center as their primary dispatch center for call notification and other means of resource management as determined by the South Metro Fire Department.

5.2.2 In the event that SMFD is unable to provide primary transporting resources as required within these Articles due to scheduled training, scheduled event, or similar scheduled activity, SMFD will notify HEMT in advance. HEMT will add additional resources as needed to ensure appropriate coverage of the Primary Service Area.

**ARTICLE VI**  
**Definition of Sentinel Events**

“Sentinel Events” includes, but is not limited to:

1. Cardiac arrest management
2. Advanced airway management:
  - 2.1 Bag Valve Mask (BVM)
  - 2.2 Supraglottic airway insertion
  - 2.3 Continuous Positive Airway Pressure (CPAP) administration
3. Administration of Epinephrine (EpiPen)
4. Administration of albuterol nebulizer
5. Administration of glucagon
6. Ambulance crash/accident
7. Inability to respond due to lack of resources
8. Patient injury
9. Patient elopement
10. Provider significant exposure

**ARTICLE VII**  
**Hospitals**

SMFD shall be allowed to transport pursuant to this Agreement to the following hospitals:

1. Abbot Northwestern Hospital, Minneapolis
2. The Mother Baby Center (a cooperation of Abbott-Northwestern and Children’s Hospitals and Clinics) – Minneapolis
3. Children’s Hospital – Minneapolis
4. Children’s Hospital – St Paul
5. Fairview Ridges Hospital – Burnsville

**Commented [NSML16]:** We removed St. Joseph’s Hospital from this list.

6. Fairview Southdale – Edina
7. Hennepin County Medical Center – Minneapolis
8. Department of Veteran’s Affairs Hospital – Minneapolis
9. Regina Medical Center – Hastings
10. Regions Hospital – St. Paul
11. St. John’s Hospital – Maplewood
12. United Hospital – St. Paul
13. East Bank, University of Minnesota Medical Center – Minneapolis
14. West Bank, University of Minnesota Medical Center – Minneapolis
15. University of Minnesota Masonic Children’s Hospital – Minneapolis
16. Woodwinds Hospital – Woodbury

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AMENDED AND RESTATED AMBULANCE SERVICE SUBCONTRACT  
BETWEEN  
FAIRVIEW HEALTH SERVICES  
AND  
THE SOUTH METRO FIRE DEPARTMENT

This AMENDED AND RESTATED AMBULANCE SERVICE SUBCONTRACT (“Agreement”) Fairview Health Services (“Fairview”) and the South Metro Fire Department (“South Metro Fire”) is entered into effective the first day of January 2024 (“Effective Date”), and amends and restates in its entirety the Ambulance Service Subcontract Agreement dated January 2019, as amended on October 13, 2022.

RECITALS

WHEREAS, the City of South St. Paul and the City of West St. Paul entered into a Joint Powers Agreement on October 25, 2005 pursuant to Minn. Stat. §471.59 (the “Joint Powers Agreement”) (attached hereto as Exhibit A); and

WHEREAS, the City of South St. Paul and the City of West St. Paul operate as the South Metro Fire Department for purposes of the services outlined in the Joint Powers Agreement; and

WHEREAS, Fairview is a licensed ambulance provider, and has been designated by the Emergency Medical Services Regulatory Board to provide ambulance services in a primary service area that includes the City of South St. Paul and the City of West St. Paul; and

WHEREAS, South Metro Fire has represented that it has the capability to provide basic life support ambulance services; and

WHEREAS, the parties desire to enter into this Agreement whereby South Metro Fire would provide basic life support ambulance services on behalf of, and as a subcontractor to, Fairview, in the primary service area that includes the City of South St. Paul and the City of West St. Paul, but may also include other surrounding communities through mutual aid, only when requested by Fairview.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants and promises set forth in this Agreement, South Metro Fire and Fairview agree as follows:

ARTICLE I  
DEFINITIONS

1.1 “ALS” means Advanced Life Support ambulance service as that term is defined under Minnesota law.

1.2 “Ambulance Director” means the Ambulance Service Director of Fairview.

- 1.3 “BLS” means Basic Life Support ambulance service as that term is defined under Minnesota law.
- 1.4 “Fire Chief” means the South Metro Fire Department Fire Chief.
- 1.5 “License” means the ambulance license granted to Fairview by the state of Minnesota.
- 1.6 “Medical Director” means the physician appointed by Fairview who is the Medical Director of Emergency Medical Services.
- 1.7 “M Health Fairview” means the newly expanded collaboration among the University of Minnesota of Minnesota Physicians, and Fairview Health Services
- 1.8 “MOU” means the Memorandum of Understanding attached hereto and incorporated herein as Exhibit C, which contains the understandings of the parties regarding the protocols and criteria for implementation of this Agreement. The MOU may be modified from time to time by mutual agreement of the parties through the authority granted herein. Fairview shall authorize the appropriate person within its organization to modify, amend or change the MOU pursuant to this Section 1.9. South Metro Fire hereby authorizes its Fire Chief to modify, amend or change the MOU pursuant to this Section 1.9.
- 1.9 “Performance Standards” means the standards of performance applicable to all Fairview emergency medical personnel, as may be from time to time modified or amended by Fairview.
- 1.10 “QA Committee” means Fairview’s Emergency Medicine Quality Assurance Committee.
- 1.11 “Sentinel Events” means the events defined in Article VI of the MOU as “Sentinel Events.”
- 1.12 “South Metro Fire” or “SMFD” means the South Metro Fire Department.
- 1.13 “South St. Paul” means the City of South St. Paul.
- 1.14 “West St. Paul” means the City of West St. Paul.



ARTICLE II  
OBLIGATIONS OF FAIRVIEW

- 2.1 Fairview, as the licensed ambulance provider, shall bill and collect all fees for patients transported under this Agreement. Fairview shall pay South Metro Fire the amounts set forth in Article V of this Agreement in consideration of South Metro Fire's services under this Agreement.
- 2.2 Fairview shall appoint a physician to act as Medical Director and shall appoint a qualified individual to act as Ambulance Director.
- 2.3 Fairview, as the primary service area License holder, shall respond to emergency medical calls originating within South St. Paul and West St. Paul city limits pursuant to MOU.
- 2.4 Fairview shall work with South Metro Fire on maintaining the classification of any non-public data, such as personnel data and patient information.
- 2.5 Fairview will require all paramedic personnel hired after the Effective Date of this Agreement to attend a ride-along session with the South Metro Fire Department as part of their field training.

ARTICLE III  
SOUTH METRO FIRE SERVICES

- 3.1 South Metro Fire agrees to act as a subcontractor to Fairview in the delivery of BLS services for calls originating in South St. Paul and West St. Paul. South Metro Fire agrees that such services shall be performed in accordance with the terms of this Agreement and shall comply with all laws, regulations and ordinances applicable to Fairview and the delivery of ambulance services. South Metro Fire further agrees that it and its employees will comply with all policies of Fairview, including compliance programs (along with education and training related thereto). In furtherance of the foregoing, South Metro Fire agrees to comply with and adopt Fairview's policy regarding Obligations of Agents and Contractors Relative to False Claims Act which is available upon request.
- 3.2 South Metro Fire shall own or lease and maintain a minimum of two primary ambulances and one or more back up ambulances that meet or exceed all federal, state and local requirements for a BLS ambulance and all Fairview standards and specifications for BLS ambulances; the maximum number of BLS ambulances operated at any one time under this subcontract is limited to three, unless authorized by the Ambulance Director or his or her designee.
- 3.3 South Metro shall provide Fairview with VIN #s and make and model for each ambulance. South Metro Fire shall be deemed to have leased to Fairview the ambulances used by South Metro Fire while performing services under this

- Agreement, only for satisfying reimbursement requirements, but for no other purpose.
- 3.3.1 South Metro Fire shall be responsible for all costs associated with the maintenance and operation of the BLS ambulances, including all costs associated with compliance with all applicable federal, state and local laws, regulations and ordinances.
  - 3.3.2 South Metro Fire shall have the name “M Health Fairview” and the M Health Fairview logo painted or affixed on each of its ambulances, in style, proportion and color in conformance with Fairview requirements and the minimum requirements of the License.
  - 3.4 South Metro Fire shall operate its ambulances in accordance with this Agreement and the MOU (as the MOU may be amended periodically) and any other applicable protocols or policies recommended by the Medical Director or adopted by Fairview.
  - 3.5 South Metro shall provide Fairview with monthly reports showing call volumes, response times, scene times, and hospital destination times. South Metro Fire will also provide monthly reports listing all instances of Alpha and Bravo level ambulance responses for which South Metro Fire was unable to respond.
  - 3.6 When medically appropriate for BLS transport and based upon the availability of the ambulances described in Section 3.2 of this Agreement, South Metro Fire shall transport all BLS patients originating within the city limits of South St. Paul and West St. Paul or, with prior authorization from the Ambulance Director or the Ambulance Director’s designee, as needed, to any of the hospitals identified in Article VII of the MOU.
  - 3.7 For each patient transported by South Metro Fire, documentation shall meet the same standards used by Fairview for documentation of its services, as those standards are communicated to South Metro Fire periodically, including, but not limited to, obtaining patient signatures, documenting medical necessity and ensuring accurate and complete documentation. South Metro Fire shall provide Fairview with the information required by Fairview for each patient transported by South Metro Fire under this Agreement. Such information shall be provided within 48 hours of transport. South Metro Fire shall provide such information in electronic format.
  - 3.8 South Metro Fire shall maintain the confidentiality of all information relating to patients transported by South Metro Fire and all information relating to the business and professional affairs of Fairview management and the conduct of its business. South Metro Fire shall immediately notify Fairview of any request that requires the disclosure of such information and cooperate with Fairview in responding to any such request. South Metro Fire shall ensure that its tablets have

encryption software that protects all patient information contained on such tablets. Such encryption software shall meet HIPAA privacy and security standards then currently in effect.

- 3.9 South Metro Fire shall promptly refer all patient inquiries and complaints concerning the quality or appropriateness of care provided by South Metro Fire or Fairview or the billing of services directly to the Ambulance Director or designee. South Metro Fire shall cooperate with Fairview in any investigation of such patient inquiries or complaints.
- 3.10 South Metro Fire shall maintain such insurance(s) as required by Article VI.
- 3.11 South Metro Fire agrees to cooperate with Fairview and agrees not to act in a manner adverse to Fairview, in preserving the License in the primary service area. Without limiting the foregoing, South Metro Fire agrees that it will not directly apply for an ambulance license or testify in favor of any action or hire or participate with any third party to take any action that would jeopardize Fairview's exclusive License in the primary service area.
- 3.12 South Metro Fire shall provide each patient transported by South Metro Fire with a Notice of Privacy Practices in the form and with the content required by Fairview, and all other forms and documents as directed by Fairview for compliance with federal and state privacy laws.
- 3.13 South Metro Fire shall permit Fairview to post a Fairview ambulance vehicle at South Metro Fire's facilities.
- 3.14 The parties recognize that resources will need to be devoted within Fairview to manage the relationship between the parties so that services may be provided by South Metro Fire. Examples of activities involving Fairview, resources include converting information received electronically from South Metro Fire into proper formats for billing and reporting, training South Metro Fire personnel, conducting quality assurance of South Metro Fire activities, and conducting compliance related activities. South Metro Fire shall pay Fairview the amounts set forth in Article V of this Agreement in consideration of resources to be provided by Fairview for the benefit of South Metro Fire.

#### ARTICLE IV PERSONNEL, TRAINING AND QUALITY ASSURANCE

- 4.1 South Metro Fire shall cause its ambulance personnel to be certified as EMT or higher and to otherwise meet or exceed all other federal, state and local requirements for BLS ambulance personnel. All personnel employed by South Metro Fire for the operation of its ambulances shall hold current MN EMT certification, and NREMT or have the ability to obtain NREMT certification within one year of their date of hire. South Metro Fire shall only allow personnel who (A) meet credentialing requirements agreed to by the Office of the Medical

Director for Fairview and South Metro Fire, and (B) for ambulance personnel hired after the effective date of this Agreement, and have successfully completed the Fairview /South Metro Fire's Field Training Evaluation, to provide services under this Agreement. Failure to meet credentialing and Field Training Evaluation requirements will result in removal of credentialing to provide patient care. Fairview agrees that as of the date of this Agreement, all current employees of South Metro Fire meet the credentialing requirements of this section.

- 4.2 South Metro Fire shall cause its ambulance personnel to attend all quarterly and special training sessions on-site at Fairview EMS Academy. This education may include both South Metro Fire and Fairview staff. Refresher education may be quarterly or annually as mutually agreed upon by Fairview and South Metro Fire as deemed necessary by both parties or by regulatory authorities. Fairview shall provide at least twenty-eight (28) days' notice of refresher and special training dates. In addition, South Metro Fire shall cause all South Metro Fire personnel hired after the date of this Agreement to attend new employee orientation at Fairview's EMS Academy. South Metro Fire will provide at least 28 days' notice of a new employee start date to facilitate scheduling orientation. South Metro Fire shall be responsible for all costs associated with the employment and training of its personnel, including wages and other expenses attributable to attendance at training and education. Except for absences that are excused by Fairview, in its sole discretion, attendance of South Metro Fire ambulance personnel is required for training sessions at the same standard for Fairview personnel and will be tracked via the attendance roster. Failure to make up a missed training session will result in removal of credentialing to provide patient care.
- 4.3 South Metro Fire shall comply with all requirements necessary to support any variance granted to Fairview regarding operation of a BLS ambulance service.
- 4.4 South Metro Fire shall ensure all South Metro Fire personnel complete mandatory education on a Fairview designated software program, or other software program mutually agreed upon by South Metro Fire and the Medical Director (i.e. Target Solutions), including compliance modules, on an annual basis and by the same deadline imposed on Fairview staff. Each South Metro Fire employee must complete all educational modules by the deadline outlined by Fairview corporate requirements. Failure to complete training modules during prescribed time will result in removal of credentialing to provide patient care.
- 4.5 All South Metro Fire ambulance personnel, in the performance of emergency medical duties, shall at all times be subject to the Performance Standards in effect at that time. Upon notice to the Fire Chief by Fairview that a South Metro Fire ambulance crew, crew member or other South Metro Fire ambulance personnel has violated the Performance Standards applicable at that time or committed any act that subjects or may subject the ambulance crew, crew member or other South Metro Fire ambulance personnel to discipline under any provision of Chapter 144E of the Minnesota Statutes, the Fire Chief shall take all actions necessary to ensure patient safety, exclude the individual(s) involved in the violation from any

work in providing ambulance services, and resolve any problems caused by the violation. Failure of the Fire Chief to take necessary actions or otherwise resolve any difficulty with South Metro Fire personnel to the satisfaction of Fairview shall be grounds for immediate termination of this Agreement by Fairview.

- 4.6 Upon request, South Metro Fire agrees to participate in any Quality Assurance (QA) process instituted by Fairview during the term of this Agreement. South Metro Fire agrees that its personnel are subject to and required to participate in continuous quality improvement and peer review as approved by the Medical Director.
- 4.7 South Metro Fire shall provide a qualified individual to attend meetings of the QA Committee as well as appoint an EMS Chief, and other officers as mutually agreed upon. South Metro Fire and its QA Committee members will maintain the confidentiality of all information discussed in the course of participating in the QA Committee process.
- 4.8 South Metro Fire shall identify a Continuous Quality Improvement (“CQI”) coordinator. The CQI coordinator shall provide Fairview’s Medical Director with regular reports and evaluations of Sentinel Events. South Metro Fire shall report Sentinel Events to the Fairview’s Medical Director within 24 hours.
- 4.9 South Metro Fire agrees that its personnel will utilize mutually agreed upon reporting software for incident tracking and Medical Director review. South Metro Fire shall be responsible for the costs associated with the mutually agreed upon reporting software program.

#### ARTICLE V PAYMENTS

- 5.1 In consideration of the services provided under this Agreement, Fairview shall pay South Metro Fire an amount equal to \$368.02 for each patient transported under MOU Articles I, II or IV. The amount for each patient transported shall increase annually by a minimum of two (2) percent or an amount equal to the increase, if any, in the Consumer Price Index for All Urban Consumers in the Minneapolis-St. Paul Area for the immediately prior year. For example, the increase for transports occurring after January 1, 2025 will be based on the 2025 Consumer Price Index, Minneapolis Urban which is expected to be published around February 2025, and Fairview will retroactively reimburse South Metro Fire for each patient transported prior to the availability of that year’s adjustment. In addition, Fairview shall pay South Metro Fire three dollars and 50 cents (\$3.50) per mile for all billable transports. Notwithstanding anything to the contrary herein, if:
  - (A) any provision of this Agreement is not met by South Metro Fire at the time of a transport or submission of an invoice to Fairview; or

- (B) Fairview is unable, in its sole discretion, to bill for a transport, or a claim for a transport is denied by a payer, due to incomplete information provided by South Metro Fire,

then Fairview has no obligation to pay South Metro Fire, and South Metro Fire has no right to receive payment from Fairview, for such transport; provided that for 5.1 (A), unless breach of the Agreement entitles Fairview to terminate the Agreement immediately, payment will be made to South Metro Fire upon South Metro Fire's curing of such breach within the time periods set forth in Article VIII; and for 5.1 (B), Fairview will notify South Metro Fire of documentation deficiencies, and payment will be made to South Metro Fire if South Metro corrects such deficiencies within ten (10) calendar days of notice to Fairview. Failure of South Metro Fire to cure a breach within the periods set forth in Article VIII or to correct deficiencies within such ten (10) day period will result in nonpayment of the transport to South Metro, regardless of whether Fairview may ultimately bill for the transport. South Metro Fire shall be responsible for invoicing Fairview for payment.

- 5.2 In consideration of the resources to be devoted by Fairview to the management of this Agreement and that will benefit South Metro Fire in its ability to act as a subcontractor to Fairview, South Metro Fire shall pay Fairview an administrative fee equal to \$19.60 for each claim attributable to a South Metro Fire transport. The administrative fee shall increase annually by a minimum of two percent (2%) or an amount equal to the increase, if any, in section 5.1. the Minneapolis-St. Paul Area for the immediately prior year, as determined in Section 5.1, with the first adjustment becoming effective January 1, 2025. Fairview shall offset amounts due and owing to South Metro Fire under Section 5.1 of this Agreement by the amount due from South Metro Fire to Fairview under this Section 5.2.
- 5.3 Upon transport of a patient, South Metro Fire and Fairview shall cooperate to ensure the timely replacement of all disposable medical supplies used in treating the patient.

## ARTICLE VI INSURANCE

- 6.1 South Metro Fire shall purchase and maintain, at its sole expense, the following insurance coverages:
  - a) General and Professional liability insurance coverage with a limit of at least one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, covering its acts or omissions and the acts and omissions of its employees performing services governed by this Agreement;

- b) Automobile liability insurance with a limit of at least one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) annual aggregate;
- c) Umbrella or Excess coverage over both the General and Professional liability and Automobile coverage of at least five million dollars (\$5,000,000); and
- d) Workers' Compensation insurance in compliance with all applicable laws covering its employees performing services under this Agreement. Such policy (or if applicable, separate policy) shall provide Employer's Liability for each coverage thereunder.

This insurance coverage shall name Fairview as an additional insured. Because it is anticipated that South Metro Fire's insurance shall be of the "claims made" type, the effective date of the policies shall be no later in time than the effective date of this Agreement and the effective date may not be adjusted or changed without notice to a prior written approval of Fairview. In addition, such insurance shall a) have prior acts coverage dating back to January 1, 1992; and b) upon termination of this Agreement for any reason, South Metro Fire and its successors in interest agree to continue to purchase an unlimited extended reporting period following the date of termination; and c) name Fairview as an additional insured for both such additional periods.

- 6.2 South Metro Fire and Fairview mutually agree to waive their respective rights, as well as the rights of any subsidiaries and affiliates of recovery for loss or damage to each respective party's building, equipment, improvements, or other property due to a cause customarily covered in the standard form property insurance endorsements.
- 6.3 South Metro Fire shall provide to Fairview a certificate of insurance evidencing compliance with this section prior to the effective date and shall provide such certificate any other time reasonably requested by Fairview. Such a certificate shall provide for not less than thirty (30) days' written notice of cancellation or material alteration of the coverages, with such notice to be provided to South Metro Fire and Fairview.

## ARTICLE VII INDEMNITY

- 7.1 Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance, Fairview agrees that it shall protect, indemnify and hold South Metro Fire harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend South Metro Fire in any suit, including appeals, for personal injury to, or

death of, any person or persons, or loss or damage to property caused by the negligent acts or omissions of Fairview, its agents (other than South Metro Fire) or employees, in connection with or as a result of a breach of this Agreement or the performance of Fairview's obligations or services under this Agreement. Fairview shall not be required to reimburse, defend or indemnify South Metro Fire for losses or claims to the extent due to the negligence of South Metro Fire. Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance, in case of joint or concurrent negligence of the parties giving rise to a loss or claim against one or all, each shall have full rights of contribution against the other. These indemnification provisions are for the protection of the parties only and shall not establish any liability to third parties.

- 7.2 Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance and notwithstanding any possible defense or claim of immunity or statutory limitation on liability in any claim by a third party or parties, South Metro Fire shall protect, exonerate, indemnify and hold Fairview and its affiliates (the "Fairview System") harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the Fairview System in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by the negligent acts or omissions of South Metro Fire, its agents or employees, in connection with or as a result of a breach of this Agreement or the performance of South Metro Fire obligations or services under this Agreement. South Metro Fire shall not be required to reimburse, defend or indemnify the Fairview System for losses or claims to the extent due to the negligence of Fairview. Except when inconsistent with the waiver of subrogation in Section 6.2 regarding insurance, in case of joint or concurrent negligence of the parties giving rise to a loss or claim against one or all, each shall have full rights of contribution against the other. In addition to the foregoing, South Metro Fire shall protect, exonerate, indemnify and hold the Fairview System harmless from and against all liabilities, actions, damages, penalties, claims, demands, judgment, loss, costs, expenses, suits or actions and attorneys' fees and shall defend the Fairview System in any proceeding arising out of or related to claims submitted to Medicare, Medicaid or other payers prior to the Effective Date of this Agreement. These indemnification provisions are for the protection of the parties only and shall not establish any liability to third parties.
- 7.3 Each party shall protect, indemnify and hold harmless the other parties from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees that would have been covered by the specific insurance required to be obtained and kept in force by the party under the terms of this Agreement, if the claim arises within the scope of the specified coverage of such insurance and the party did not obtain and keep in force the specified coverage.



- 7.4 In any claim by Fairview under this Article VII, South Metro Fire hereby agrees that the statutory tort liability limits and governmental immunities contained in Minnesota Statutes, Chapter 466 shall not limit Fairview's recovery (if any) to the limits stated therein. However, recovery by Fairview shall be limited by the maximum insurance coverage required in Article VI with respect to all liabilities, actions, damages, claims, demands, judgments, losses, costs or expenses (including attorneys' fees). This section is for the benefit of Fairview only and shall not establish any benefit to third parties.

ARTICLE VIII  
TERM, CONTINGENCIES AND TERMINATION

Subject to prior satisfaction of the conditions precedent enumerated in Section 8.2, this Agreement shall be effective on January 1, 2024 and shall extend through December 31, 2026 unless terminated prior to that date pursuant to this Article VIII.

- 8.1 This Agreement shall not be effective until the following conditions precedent have been satisfied:
- 8.1.1 Approval of this Agreement by the Board of the South Metro Fire Department; and
  - 8.1.2 Submission to Fairview by South Metro Fire of evidence of insurance required by Article VI.
- 8.2 This Agreement shall terminate immediately upon the happening of any one of the following:
- 8.2.1 Fairview or any other Fairview entity is no longer licensed by the State of Minnesota to provide ALS ambulance services;
  - 8.2.2 A party to this Agreement ceases operation of ambulance services;
  - 8.2.3 At Fairview's discretion, upon a breach by South Metro Fire of any of its obligations under sections 3.3 (excluding 3.3.1 and 3.3.2), 3.4, 3.8, 3.10, 3.11, 3.12, or 4.5;
  - 8.2.4 Dissolution of South Metro Fire or termination of the Joint Powers Agreement dated October 25, 2005; or
  - 8.2.5 Upon a breach of this Agreement by South Metro Fire that the Medical Director, in his or her professional judgment, believes jeopardizes the License.

- 8.3 Fairview may terminate this Agreement immediately upon breach by South Metro Fire of its obligations under this Agreement (other than those sections set forth in Section 8.2 for which immediate termination is available), which breach remains uncured for fourteen (14) days after notice of such breach has been given, provided that termination of this Agreement shall be immediate and without a cure period, if, in the professional judgment of the Medical Director, such breach compromises patient safety or care. Fairview may, but is not required to, allow South Metro Fire the opportunity to develop and comply with a corrective action plan acceptable to Fairview in the event of South Metro Fire's noncompliance. If Fairview permits South Metro Fire to develop a corrective action plan, failure of South Metro Fire to develop a corrective action plan acceptable to Fairview, or failure to comply with a corrective action plan acceptable to Fairview, shall allow Fairview to terminate the Agreement immediately and without advance notice to South Metro Fire.

#### ARTICLE IX REMEDIES

- 9.1 The parties shall have available to them all remedies recognized at law, in equity or by statute for any breach of this Agreement. These remedies shall be in addition to the right to terminate this Agreement pursuant to Article VIII.
- 9.2 In the event of a breach of the obligations imposed by Section 3.10 or 4.6 or in the event any action of South Metro Fire impairs the License, South Metro Fire agrees that Fairview will suffer irreparable harm, have no adequate remedy at law and shall be entitled to specific performance.

#### ARTICLE X GENERAL PROVISIONS

- 10.1 Nothing in this Agreement shall be construed to require or allow the transport of a patient by BLS ambulance when such a transport would be medically inappropriate.
- 10.2 Nothing in this Agreement is intended or shall be construed to create an employer-employee relationship, a partnership, a joint-venture or a lessor-lessee relationship between Fairview and South Metro Fire or Fairview and South Metro Fire personnel.
- 10.3 Each party understands and agrees that it is responsible for the payment of the wages, salaries and benefits of its own employees and that the other parties shall not pay or withhold such sums for income tax, unemployment insurance, social security or other withholding required by law or any other agreement.
- 10.4 Nothing shall act to limit the financial obligations or responsibilities of South St. Paul, West St. Paul or South Metro Fire under this Agreement, including but not limited to the obligations assumed under Article VII. South Metro Fire hereby

represents and warrants that it has entered into that certain Services Agreement (Exhibit B) with the cities of South St. Paul and West St. Paul (the Cities) under which the Cities have agreed to the following:

“Section 3.03. **Judgment and Liabilities.** In the event that the Fire Department is levied a judgment or liability or incurs an unanticipated and reasonably necessary expense that is not covered by insurance or another funding source, each City shall equally share the costs of such judgment, liability or necessary expense and shall pay the Fire Department within 30 days of the request by the Fire Department.”

The Parties acknowledge that Fairview is entering into this Agreement in reliance on the obligations undertaken by the Cities pursuant to the Services Agreement and the opinion of counsel submitted pursuant to paragraph 8.2.3. South Metro Fire shall give Fairview written notice of any proposed change in the Services Agreement no less than sixty (60) days prior to the change becoming effective. Fairview, in its sole discretion, reserves the right to amend or immediately terminate this Agreement if such change would act to increase Fairview’s financial risk hereunder or, in the opinion of the Medical Director, jeopardize patient safety.

- 10.5 This Agreement shall not be assigned by either party without the written consent of the other; provided, however, that Fairview may assign this Agreement to any appropriately licensed Fairview affiliate.
- 10.6 This Agreement shall be interpreted, construed and governed by Minnesota law.
- 10.7 This Agreement may be amended or modified only in writing signed by the parties, provided that Fairview may amend this Agreement in the event that an amendment is required by any federal or state law or regulation. Such amendment shall then be incorporated into this Agreement effective as of the date required by such law or regulation.
- 10.8 This Agreement constitutes the entire Agreement between the parties and shall bind and inure to the benefit of South St. Paul, West St. Paul, South Metro Fire and Fairview and their respective successors and permitted assigns.
- 10.9 Any covenant or provision herein that requires or might require performance after termination or expiration of this Agreement, including, but not limited to indemnities, insurance, settlement of accounts, records retention, confidentiality and access, shall survive any termination or expiration of this Agreement.
- 10.10 Any notice required to be given shall be in writing and may be either personally delivered or sent by registered or certified mail, return receipt requested, addressed to each party at the following addresses:

If to Fairview: 799 Reaney Avenue  
St. Paul, MN 55106  
Attn: Ambulance Director

If to West St. Paul: 1616 Humboldt Avenue  
West St. Paul, MN 55118  
Attn: City Manager

If to South St. Paul: 125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075  
Attn: City Administrator

If to South Metro Fire: 1650 Humboldt Avenue  
West St. Paul, MN 55118  
Attn: Fire Chief

- 10.11 If at any time the payment of compensation or performance of services hereunder by South Metro Fire or Fairview impairs the tax exempt status of Fairview, as determined by a communication from the Internal Revenue Service or upon receipt by Fairview of an opinion of counsel to such effect, all performance of services under this Agreement shall be suspended and the parties shall meet and negotiate in good faith to revise this Agreement and execute such documents as are necessary to remove such impairment to Fairview's tax exempt status. If such negotiations are unable to resolve the issues, this Agreement may be terminated.
- 10.12 If, because of force majeure, either party shall be unable to carry out any of its obligations under this Agreement, then the obligations of that party shall be suspended to the extent made necessary by such force majeure. The party affected by force majeure shall give notice to the other party as promptly as practicable of the nature and probable duration of such force majeure. The term "force majeure" means an act, event or cause reasonably beyond the control of the party, including but not limited to, acts of God, legislation or lawful regulations or any governmental body, court orders, acts of public enemy, sabotage, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns or damage to plant, equipment or facilities, interruptions in transportation or embargoes, inability to secure fuel or electric power or other causes of a similar nature.
- 10.13 For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended, and any written regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

Until the expiration of four (4) years after the furnishing of such services pursuant to such Agreement, the parties shall make available, upon written request of the Secretary, or upon request by the Comptroller General, or any of their duly

authorized representatives, the contracts, books, documents and records of such that are necessary to certify the nature and extent of such costs, and if any of the parties carry out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization [as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b)], such subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such cost. This section 10.13 does not constitute consent by Fairview to subcontracting of services by South Metro Fire.

- 10.14 Prior to and as a condition precedent to the effective date of this Agreement, South Metro Fire shall execute Fairview's form of HIPAA Business Associate Agreement.
- 10.15 The failure of either party to insist in any one or more instances upon strict performance of any covenant or obligation of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such covenant or obligation thereafter, and the same shall continue and remain in full force and effect.
- 10.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one Agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer or representative:

SOUTH METRO FIRE DEPARTMENT

By: \_\_\_\_\_  
David Napier, President

STATE OF MINNESOTA }  
  }  
COUNTY OF DAKOTA }

This Agreement was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by David Napier, President of the South Metro Fire Board, a Minnesota Joint Powers Entity organized and existing under the Constitution and laws of Minnesota, on behalf of the Board.

\_\_\_\_\_  
Notary Public

FAIRVIEW CARE SYSTEM

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA }

COUNTY OF RAMSEY }

This Agreement was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, \_\_\_\_\_, Fairview Care  
System.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**JOINT POWERS AGREEMENT**





**EXHIBIT B**  
**SERVICES AGREEMENT**  
**(CITIES OF SOUTH ST. PAUL AND WEST ST. PAUL)**

## EXHIBIT C

### MEMORANDUM OF UNDERSTANDING

#### ARTICLE I

#### ALS or BLS Transport Protocol in accordance with Fairview Clinical Policy 9.21

1.1 Purpose. To provide a general definition of conditions that should be considered for ALS versus BLS care and transport.

1.2 Protocol.

1.2.1 Patients with the following presentations should, in most cases, be transported by ALS:

A. Accident/assault victim with multiple trauma or significant mechanism of injury (when ALS transport is immediately available), including but not limited to:

1. Falls from a distance of > 20 feet for adults, > 10 feet for children (2-3 times their height)
2. Ejection from a vehicle
3. Death in the same passenger compartment
4. Extrication time > 20 minutes
5. Rollover
6. High speed auto crash with:
  - i. Initial speed > 40 mph,
  - ii. Major auto deformity > 20 inches,
  - iii. Passenger compartment intrusion > 12 inches,
  - iv. Or steering wheel deformity
7. Auto-pedestrian/auto-bicycle injury with significant (> 5 mph) impact
8. Pedestrian thrown or run over
9. Motorcycle crash > 20 mph or with separation of rider

B. Airway compromise.

C. Acute altered level of consciousness: persistent, alternating, unknown etiology, or GCS < 14

D. Anaphylaxis

E. Respiratory Distress

F. Burns: major partial or full thickness, hydrofluoric acid or fluorine gas exposure, respiratory or facial, or when medicate pain control is indicated

G. Chest pain

H. Cardiac or respiratory arrest

- I. Cerebrovascular accident or stroke symptoms
- J. Near drowning
- K. Electrical injury
- L. Fractures: bilateral femur, pelvic, or open fractures (suspected or known), or when pain control is indicated
- M. Heatstroke with altered level of consciousness
- N. Hemorrhage: internal or external, with evidence of shock
- O. Obstetrical: known or suspected complications, including, but not limited to, breech, prematurity, multiple births, or pre-eclampsia
- P. Overdoses, drug reactions, and poisonings associated with GCS < 14 Penetrating trauma to head, neck, groin, or torso
- Q. Syncopal episode in any patient > 35 years old
- R. Seizures: prolonged or repetitive, initial episode or unknown etiology
- S. Any patient whose vital signs fall within these ranges should be considered for ALS transport

Age	Blood Pressure	Pulse	Respirations
>11 Yrs	<90 or >200 systolic or >120 diastolic	<50 or >150	<10 or >30
3-11 Yrs	<80 systolic	<60 or >150	<15 or >30
3 mo-2 Yrs	<70 systolic	<80 or >160	<20 or >40
Birth-2 Mos	<50 systolic	<100 or >180	<30 or >50

1.2.2 Patients with the following presentations may be transported BLS as long as they do not fit any of the above criteria:

- A. Accident/assault victims with minor trauma
- B. Altered level of consciousness: brief and improving, and GCS of 14 or 15
- C. Burns: minor (<20% total body surface area (TBSA) in adults, <10% TBSA if <12 or >60 years)
- D. Fractures: simple
- E. Lacerations: minor
- F. Obstetrical: uncomplicated
- G. Psychiatric or suicidal patients that do not require more than Two Point Light physical restraint
- H. Syncopal episode in any patient <35 years old
- I. Uncomplicated diabetic emergencies responding rapidly to oral glucose or IM glucagon with blood glucose greater than 80mg/dl.

**ARTICLE II**  
**Alpha/Bravo Calls and Upgrade Protocols**

2.1 Purpose. To provide clarification of the respective parties' responsibility for sole response to Alpha and Bravo level calls and to define the Standard Operating Procedure for SMFD response mode for BLS call.

2.2 Protocol.

2.2.1 South Metro Fire shall be the primary response to all Alpha and Bravo level requests for 9-1-1 service within the City of West St. Paul and City of South St. Paul response area. At the discretion of HEMT Communications Center or HEMT supervisory staff, ALS resources may also be dispatched. SMFD shall request HEMT (ALS) to respond under the following circumstances:

- A. South Metro Fire does not have the resources to respond;
- B. At any time after South Metro Fire response is initiated it is determined that patient meets criteria for ALS response as defined by MOU Article I.

2.2.2 South Metro Fire will utilize the following procedure to upgrade and request ALS resources by:

- A. The primary means of resource upgrade will be by contacting HEMT Communications Center on the ALS Channel directly.
- B. The secondary means of resource upgrade will be through the Dakota Communications Center.

2.2.3 Current exceptions to primary alpha and bravo priority responses include a response for seizures regardless of priority, which will receive a Charlie level response.

2.2.4 The performance of this Article II in the MOU shall be monitored by the HEMT CQI process to assure its appropriateness.

2.3 Dual response from Fairview (ALS) and South Metro Fire Department (BLS) shall be initiated on all Charlie, Delta, and Echo calls unless one party does not have the resources to respond.

2.4 SMFD will respond Code 2 (non-lights and sirens) to all Alpha responses

2.4.1 SMFD may upgrade to a Code 3 response in the event additional information is obtained from dispatch to warrant such a response.

2.4.2 Response mode upgrades for Alpha responses must be documented in the PCR as appropriate for CQI purposes.

2.5 SMFD may respond Code 3 (lights and sirens) to Bravo requests. HEMT will initially respond Code 2 (non-lights and sirens) and upgrade as necessary.

**ARTICLE III**  
**On-Line Medical Control Protocol**

3.1 Purpose. To ensure the timely delivery of medical authorization for patient care orders requiring on-line medical control contact, SMFD and HEMT shall utilize the following protocol.

3.2 Protocol.

- 3.2.1 When at such time SMFD EMTs determine that they are in need of on-line medical control authorization to perform a particular skill or administer a particular medication according to the current patient care guidelines, **AND**,
- 3.2.2 HEMT ALS providers are enroute to the scene, **THEN**,
- 3.2.3 SMFD EMTs shall contact the responding HEMT providers via radio, provide a brief patient update and request the appropriate orders.

- A. HEMT ALS providers shall be granted the authority by the HEMT medical director for this specific duty as his/her designee.
- B. HEMT ALS providers shall generally be expected to grant SMFD request unless the request is determined to represent a clear deviation from patient care guidelines.
- C. SMFD and HEMT providers must document the request and the authorization in the PCR and the incident shall be considered a sentinel event to quality improvement review.

3.2.4 If SMFD is unable to make contact with responding HEMT ALS providers OR when SMFD is the sole response unit

- A. SMFD shall obtain on-line medical control authorization by contacting HEMT DOC line or calling the HEMT Medical Director.
- B. On-line orders must be documented in the PCR.

**ARTICLE IV**  
**Timely Delivery Protocol**

4.1 Purpose. To ensure the timely delivery of patients to definitive care in the event of a delay in response of HEMT (ALS) to the scene of call where SMFD (BLS) personnel are currently on-scene. This protocol applies only to those calls where a dual response by HEMT and SMFD occurs.

4.2 Protocol.

- 4.2.1 In the event that SMFD (BLS) providers arrive on scene with **an ALS patient** as defined by MOU Article I and there is reasonable anticipation that HEMT (ALS) response will exceed 10 minutes, then SMFD (BLS) is authorized to initiate transportation of the patient to definitive care after taking the following steps:
- A. SMFD (BLS) providers will make the determination whether the patient may be safely transported without ALS assessment.
  - B. After communicating this to the responding HEMT (ALS) providers, SMFD will either coordinate an intercept if the patient is felt to require ALS assessment or proceed with BLS transport to the receiving hospital.
- 4.2.2 In the event that SMFD (BLS) providers on scene with **a BLS patient** as defined by MOU Article I and there is reasonable anticipation that HEMT (ALS) response will exceed 10 minutes, SMFD (BLS) is authorized to initiate transportation of the patient to definitive care after taking the following step:
- A. Contact HEMT Dispatch to inform them of patient status and confirm plan for transport.

The occurrence of either of the above constitutes a Sentinel Event for quality improvement purposes and must be reported on an incident report and provided to the medical director for review.

## **ARTICLE V** **Management of Transporting Ambulance**

- 5.1 Purpose. To ensure the management of all primary transporting ambulances delegated to respond, whether solely as described within MOU Article II or as a dual response to the cities of West St. Paul and South St. Paul.
- 5.2 Policy. Fairview's Communications Center is required to manage EMS resources that are responding to emergent and non-emergent calls to the cities of West St. Paul and South St. Paul. Response time standards as dictated by HEMT will require 90% Fractile of all emergency calls to be responded to in less than 9 minutes. Management of resources for the purpose of this policy will be defined by the following:
- 5.2.1 The South Metro Fire Department will utilize the Dakota Communications Center as their primary dispatch center for call notification and other means of resource management as determined by the South Metro Fire Department.
  - 5.2.2 In the event that SMFD is unable to provide primary transporting resources as required within these Articles due to scheduled training, scheduled event, or similar scheduled activity, SMFD will notify HEMT in advance. HEMT will add additional resources as needed to ensure appropriate coverage of the Primary Service Area.

**ARTICLE VI**  
**Definition of Sentinel Events**

“Sentinel Events” includes, but is not limited to:

1. Cardiac arrest management
2. Advanced airway management:
  - 2.1 Bag Valve Mask (BVM)
  - 2.2 Supraglottic airway insertion
  - 2.3 Continuous Positive Airway Pressure (CPAP) administration
3. Administration of Epinephrine (EpiPen)
4. Administration of albuterol nebulizer
5. Administration of glucagon
6. Ambulance crash/accident
7. Inability to respond due to lack of resources
8. Patient injury
9. Patient elopement
10. Provider significant exposure

**ARTICLE VII**  
**Hospitals**

SMFD shall be allowed to transport pursuant to this Agreement to the following hospitals:

1. Abbot Northwestern Hospital, Minneapolis
2. The Mother Baby Center (a cooperation of Abbott-Northwestern and Children’s Hospitals and Clinics) – Minneapolis
3. Children’s Hospital – Minneapolis
4. Children’s Hospital – St Paul
5. Fairview Ridges Hospital – Burnsville



6. Fairview Southdale – Edina
7. Hennepin County Medical Center – Minneapolis
8. Department of Veteran’s Affairs Hospital – Minneapolis
9. Regina Medical Center – Hastings
10. Regions Hospital – St. Paul
11. St. John’s Hospital – Maplewood
12. United Hospital – St. Paul
13. East Bank, University of Minnesota Medical Center – Minneapolis
14. West Bank, University of Minnesota Medical Center – Minneapolis
15. University of Minnesota Masonic Children’s Hospital – Minneapolis
16. Woodwinds Hospital – Woodbury

4838-2354-7939, v. 3

# South Metro Fire Department

## Resolution Number 2023-04

### RESOLUTION APPROVING HEALTHEAST SUBCONTRACT

**WHEREAS**, the South Metro Fire Board (Board) and Fairview Health Services (Fairview) entered into a Five-year Ambulance Service Subcontract (Subcontract) effective January 1, 2019; and

**WHEREAS**, the current Agreement is set to terminate on December 31, 2023; and

**WHEREAS**, the parties have hereby negotiated the appropriate modifications and desire to approve the Agreement as amended; and

**WHEREAS**, the amended Agreement is effective January 1, 2024 and terminates December 31, 2026;

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors approves the Ambulance Service Subcontract with Fairview Health Services.

Passed by the Board of Directors on July 19, 2023.

Attest:

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Wendy Berry, Secretary



# SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

www.southmetrofire.com

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Date: July 19, 2023

To: President and Board

From: Mark Juelfs, Fire Chief

**Re: Opioid Epidemic Response Advisory Council**

## Summary:

South Metro, South St. Paul, and West St. Paul staff began discussions several months ago regarding the opioid settlement funds that both Dakota County and the State of Minnesota will be receiving. As you are aware neither South St. Paul nor West St. Paul are receiving a direct payment from the settlement because their respective populations are under 30,000 people. However, our two communities see a disproportionate number of opioid cases within Dakota County. The group decided to pursue funds to implement an opioid use reduction program modeled after the mental health programs that were created in both South St. Paul and West St. Paul. We engaged Dakota County public health in follow on conversations and decided to apply for a grant from the State of Minnesota to combat the opioid problem facing our two communities.

Below is an outline of how we would use the grant dollars we are requesting.

## *Conceptual Plan for Collaborative Application to OERAC*

What follows is a conceptual summary of a plan to apply for a grant to OERAC. Additional data and specific interventions should be determined by the grant application team and filled in as part of the grant application process.

- Categories:
  - Primary Prevention and Education
  - Secondary Prevention and Harm Reduction, and
  - Emerging/Innovative Strategies
- Partners
  - City of West St. Paul (Confirmed)
  - South Metro Fire Department (Confirmed)
  - Dakota County (Probable)
  - School District 197 (Probable)
  - City of South St. Paul (Probable)
  - M Health Fairview (Possible)
  - Gateway Recovery Center (Possible)
- High level overview of proposed project
  - Establishing a multi-disciplinary team consisting of a Community EMT/Paramedic and an experienced and trained Peer Counselor/Social Worker to proactively intervene with individuals at high risk for opioid overdose. Work with local police departments and EMS to identify those individuals who have previously overdosed and those who are known to be at risk. Establishing rapport with those

individuals and routine meetings and basic health checkups. The team will approach from two perspectives:

- Encouraging treatment for opioid addiction, learning about barriers and providing resources to eliminate barriers to treatment.
  - The team will use evidence based practices to help eliminate barriers such as:
    - Denial and lack of awareness: Many individuals struggling with addiction may be in denial about the severity of their problem or may not fully recognize the need for treatment. They may underestimate the impact of their addiction on their lives or believe they can handle it on their own.
    - Fear of consequences: People who are addicted may fear the potential consequences of seeking treatment, such as legal issues, loss of employment, or strained relationships. These concerns can act as barriers to seeking help.
    - Lack of social support: Support from friends, family, or peers can play a crucial role in the recovery process. If individuals do not have a supportive network or are surrounded by people who enable their addiction, it can be challenging to take the necessary steps toward treatment.
    - Co-occurring mental health disorders: Many individuals with addiction also have co-occurring mental health disorders such as depression, anxiety, or trauma. These individuals may require integrated treatment that addresses both the addiction and the underlying mental health issues. However, the complexity of treating multiple conditions simultaneously can create additional barriers to seeking and receiving appropriate care.
  - Grant funds will be set aside to provide for the elimination of financial barriers: Treatment for addiction can be costly, especially in cases where specialized or long-term care is required. Limited financial resources or lack of health insurance coverage can make treatment options seem unattainable for some individuals.
    - Provide transportation support
    - Provide care support
    - Provide food support
    - Provide gap financial support for treatment costs
- If individuals are not willing to attend treatment the team will:
  - Perform basic medical checks
  - Provide Narcan and fentanyl test strips
  - Provide education about Steven's law to the individual and others who may spend time with the individual.
  - Provide connection to resources that may be helpful to the individual to overcome treatment.
  - Strive to establish a schedule to meet in person with the individual, social supports and other members of an existing care team.
- If an individual attends treatment programming, the team will follow up with them to provide support after treatment and monitor for relapse.
- The multi-disciplinary team will partner with the school district to provide for:
  - Education and prevention programs: Implementing comprehensive drug education programs in schools can provide students with accurate information about the risks and consequences of opioid use. These programs should include interactive activities, discussions, and resources to enhance knowledge and decision-making skills.
  - Peer-to-peer programs: Utilizing peer educators or peer support programs can be effective in reaching students. Peers can share personal experiences, provide support, and disseminate accurate information about opioids and their risks.

- Mental health support: Addressing underlying mental health issues is crucial in preventing substance misuse. Schools should provide access to mental health services, such as counseling or therapy, to support students' emotional well-being and resilience.
- Population and geographic area being served
  - Cities of West St. Paul and South St. Paul
  - School district 197 boundaries (includes parts of Eagan)
  - The cities of West St. Paul and South St. Paul have the highest per-capita instance of opioid addiction in Dakota County (do we have data from around the metro/state? It might be close).
  - Demographic/socioeconomic data
- Overall goals and benefits of the project (all just ideas for consideration)
  - Goal #1 – decrease the number of opioid overdoses in the service area by 30% from the three-year rolling average by the end of the grant period.
  - Goal #2 – at least XX individuals who otherwise would not have attended treatment programs have entered and completed treatment.
  - Goal #3 – XX percentage of those who have entered and completed treatment have not relapsed.
  - Goal #4 - zero instances of student opioid overdoses in the final year of the grant period.
- Anticipated barriers to achieving intended goal
  - Data privacy:
    - There may be concerns with data privacy as it relates to sharing data among the multi-disciplinary team. This can likely be resolved by attaching the team to a single organization that has existing knowledge of potential high risk individuals in the community such as SMFD.
    - The school district may have concerns about student data privacy.
  - Participation: Some individuals at high risk of overdose may not wish to be involved in the program or participate. The risk may be decreased because the team does not consist of police departments. The fact that the team is dedicated to reducing the impacts of opioids will allow them to spend time breaking down resistance to participation.
  - Resources: While the budget will be prepared to anticipate potential resource demands, we are likely to be limited in what we can provide to eliminate barriers to individuals who may be accepting treatment. We can also expect that the demand for programming or resources within the schools will exceed resource capacity. We must choose those approaches the team feels will have the greatest potential impact.

**Budget:**

Expenditures will be paid for through the grant monies.

**Recommendation:**

Approve Resolution 2023-05 supporting application for OERAC grant.

**Attachment:**

Resolution 2023-05

# South Metro Fire Department

## Resolution 2023-05

### **RESOLUTION SUPPORTING THE GRANT APPLICATION TO THE STATE OPIOID EPIDEMIC RESPONSE ADVISORY COUNCIL**

**WHEREAS**, opioid addiction can lead to serious health problems and even death due to overdose. The misuse of opioids can result in respiratory depression, cardiovascular issues, and other health complications. High overdose rates contribute to increased mortality rates in communities affected by opioid addiction, and

**WHEREAS**, the cities of South St. Paul and West St. Paul have the highest per-capita rate of opioid overdose in Dakota County and one of the highest per-capita rates of opioid overdose in the State of Minnesota, and

**WHEREAS**, opioid addiction places a substantial economic burden on society. Costs arise from healthcare expenses, including emergency room visits, hospitalizations, and long-term treatment. Additionally, the loss of productivity due to addiction-related issues such as absenteeism, reduced work performance, and unemployment affects both individuals and society as a whole, and

**WHEREAS**, individuals struggling with opioid addiction may resort to criminal activity to support their habit. This can involve theft, fraud, drug trafficking, or other illegal activities. The rise in opioid-related crimes can strain law enforcement resources, increase incarceration rates, and contribute to community safety concerns, and

**WHEREAS**, opioid addiction often strains relationships with family, friends, and the broader social network. The behavioral changes, financial problems, and emotional turmoil associated with addiction can lead to conflict, breakdowns in communication, and a loss of trust within personal relationships. It can also disrupt family dynamics and negatively impact children who may experience neglect or abuse, and

**WHEREAS**, society often stigmatizes individuals struggling with opioid addiction, leading to social marginalization and barriers to recovery. The stigma associated with addiction can prevent individuals from seeking help, accessing treatment, and reintegrating into society. This can perpetuate a cycle of addiction and hinder the overall well-being of affected individuals, and

**WHEREAS**, addressing opioid addiction requires a comprehensive approach that includes prevention, early intervention, access to effective treatment, and support services. By addressing the negative consequences of opioid addiction, we can work towards reducing its impact on individuals and society as a whole, and

**WHEREAS**, the Cities of South St. Paul and West St. Paul and the South Metro Fire Department believe that we are uniquely qualified to design and implement an innovative strategy to curb opioid addiction in our communities due to our success with embedded social worker programs, our partnerships, the team we are building, our community policing approach and our deep engagement with our communities.

**NOW, THEREFORE, BE IT RESOLVED** that the South Metro Fire Board supports application to the State of Minnesota Opioid Epidemic Response Advisory Council to fund an innovative strategy providing for intensive and positive interventions with opioid addicted persons in our communities to:

- Encourage and remove barriers to treatment to overcome addiction, and
- Reduce overall harm to opioid addicted persons and families, and
- Evaluate and implement models for prescription treatment of opioid addiction

Passed by the Board of Directors on July 19, 2023.

Attest:

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Wendy Berry, Secretary



# SOUTH METRO FIRE DEPARTMENT

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DATE: July 19, 2023

TO: President and Board

FROM: Mark Juelfs, Fire Chief

RE: **General Updates**

**Summary:**

Below are updates on some current topics:

**Department Study** – Staff and Citygate had our kickoff meeting at the end of June. Currently we are working on gathering the preliminary data that Citygate needs to begin their analysis. Interviews will be set up with the Fire Board members and the respective City Administrator and City Manager from both South St. Paul and West St. Paul. After the preliminary analysis is completed City Gate will meet with department members and solicit comment and input on the initial work. Following the department members input the analysis will be further refined and a preliminary report will be provided for review. Following review and comment on the preliminary report will be refined into the final report for presentation to the Fire Board.

**Hiring** – We have made contingent offers to fill the two positions the Fire Board authorized in the 2023 budget. Their projected start date is October 2<sup>nd</sup>.