

CITY COUNCIL AGENDA

**Monday, June 10, 2024
City Council Meeting 6:00 PM**

**Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs,
MO**



NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, June 10, 2024** to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

**Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs,
MO**

The tentative agenda of this meeting is as follows.

City Council
City of Excelsior Springs

AGENDA

City Council Meeting, 6:00 PM
Monday, June 10, 2024

Hall of Waters Council Chambers, 201 E Broadway, Ex. Springs, MO

Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Visitors - This time is reserved for public comment addressed to the City Council. Each speaker is limited to 5 minutes. Any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time.

Minutes of the Regular City Council Meeting of May 20, 2024

Consideration of Agenda

1. Proclamation - World Elder Abuse Awareness Day of June 15, 2024
2. Presentation - Excelsior Springs Hospital Annual Report for 2023
3. Consideration of P&R Board Re-Appointments - Resolution No. 1514
4. Consideration of MOU with Clay County Parks - Ordinance No. 24-06-01
5. Consideration of Contract with Eastern Clay County Ambulance District - Ordinance No. 24-06-02
6. Remarks - City Manager
7. Remarks - City Council
8. Remarks - Mayor
9. Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

Date and Time of Posting: Wednesday, June 5, 2024 at 1:15pm

REGULAR CITY COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
May 20, 2024

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, May 20, 2024 in the Council Chambers of the Hall of Waters Building. The meeting was also available virtually. The meeting was called to order by Mayor Spohn.

The opening was led by Pastor Gary Barkley of the Pisgah Baptist Church.

The Pledge of Allegiance was led by Mayor Spohn.

Roll Call of Members: Present: Mayor Mark Spohn, Mayor Pro-Tem Stephen Spear, Councilman Gary Renne, Councilman Reggie St. John, and Councilman John McGovern.

Absent: None.

VISITORS: Janet Aldrich, co-owner of 1112 Tracy Avenue spoke for her family. The property has a retention pond on it. It was zoned residential before and should be now to get it sold; it is not a fit for commercial. We appreciate your consideration.

Kelly Anderson, Board President of Eden Village of Excelsior Springs thanked the board for the rezoning meeting and spoke on behalf of the board and of details from the meeting. They also appreciate the reconsideration.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF MAY 3, 2024:

Councilman St. John made a motion to approve the minutes of the Special City Council Meeting of May 3, 2024. Motion was seconded by Councilman Renne. All in favor; say aye.

All in Favor: motion carried.

Minutes of the Special City Council Meeting of May 3, 2024 passed and approved May 20, 2024.

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 6, 2024:

Mayor Pro-Tem Spear made a motion to approve the minutes of the Regular City Council Meeting of May 6, 2024. Motion was seconded by Councilman St. John. All in favor; say aye.

All in Favor: motion carried.

Minutes of the Regular City Council Meeting of May 6, 2024 passed and approved May 20, 2024.

CONSIDERATION OF AGENDA:

Councilman Renne made a motion to approve the agenda as presented. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: McGovern, Renne, St. John, Spear, Spohn

Nays: None, motion carried.

The agenda as presented passed and approved May 20, 2024.

PROCLAMATION – MENTAL HEALTH MONTH:

Mayor Spohn acknowledged the proclamation for Mental Health Month. The signed proclamation will be sent to Ethan Kent, Program Director of the Senior Life Solutions at the Excelsior Springs Hospital.

PRESENTATION – PARKS & RECREATION 2023 ANNUAL REPORT:

Nate Williams, Director of Excelsior Springs Community Center, Parks, and Recreation presented the 2023 Parks and Recreation Annual Report. The report included a summary of activities, accomplishments, and financial information for the Parks and Recreation Department from the 2023 fiscal year. The report is included in the packet.

CONSIDERATION OF LIQUOR LICENSE FOR FIREFLY EVENTS:

Mayor Spohn read by title the Consideration.

Gregory Dull, Police Chief briefed the Council of the Consideration.

Mayor Pro-Tem Spear made a simple motion to approve the application for Retail Liquor Licenses and renewal of Liquor License for Firefly Events, located at 101 Springs Street. Motion was seconded by Councilman McGovern.

Roll Call of Votes: Ayes: Renne, St. John, McGovern, Spear, Spohn

Nays: None, motion carried.

The Consideration for approval of application for Retail Liquor Licenses and renewal of Liquor License for Firefly Events, located at 101 Spring Street, passed and approved May 20, 2024.

ORDINANCE NO. 24-05-06, CONSIDERATION OF REZONING OF 1112 TRACY AVENUE FROM C-3 SERVICE BUSINESS DISTRICT TO R-4 MEDIUM DENSITY RESIDENTIAL DISTRICT:

Mayor Spohn read by title Ordinance No. 24-05-06.

Doug Hermes, Planning Consultant briefed the Council of the Ordinance.

Councilman McGovern made a motion to place Ordinance No. 24-05-06 authorizing and adopting the rezoning of certain property generally located at 1112 Tracy Avenue in Excelsior Springs, Clay County, Missouri from District “C-3,” Service Business District to District “R-4,” Medium Density Residential District on second reading. Motion was seconded by Councilman St. John.

Roll Call of Votes: Ayes: St. John, Renne, McGovern, Spear, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 24-05-06.

Councilman McGovern made a motion to approve Ordinance No. 24-05-06 authorizing and adopting the rezoning of certain property generally located at 1112 Tracy Avenue in Excelsior Springs, Clay County, Missouri from District “C-3,” Service Business District to District “R-4,” Medium Density Residential District. Motion was not seconded.

Ordinance No. 24-05-06 died for lack of a second on May 20, 2024.

ORDINANCE NO. 24-05-07, CONSIDERATION OF AMENDMENT TO CHAPTER 403 SIGN REGULATIONS:

Mayor Spohn read by title Ordinance No. 24-05-07.

Doug Hermes, Planning Consultant briefed the Council of the Ordinance.

Mayor Pro-Tem Spear made a motion to place Ordinance No. 24-05-07 amending Title IV, Chapter 403 Sign Regulations of the Municipal Code by amending sign definitions, signs permitted in District “C-2,” additional regulations and total exemptions sections on second reading. Motion was seconded by Councilman Renne.

Roll Call of Votes: Ayes: McGovern, Renne, St. John, Spear, Spohn

Nays: None, motion carried.

Mayor Spohn read by title the second reading of Ordinance No. 24-05-07.

Councilman Renne made a motion to approve Ordinance No. 24-05-07 amending Title IV, Chapter 403 Sign Regulations of the Municipal Code by amending sign definitions, signs permitted in District “C-2,” additional regulations and total exemptions sections. Motion was seconded by Councilman St. John.

Roll Call of Votes: Ayes: St. John, Renne, McGovern, Spear, Spohn

Nays: None, motion carried.

Ordinance No. 24-05-07 passed and approved May 20, 2024.

APRIL 2024 REVENUE REPORT AND FINANCIALS FOR REVIEW:

Mayor Spohn read by title the consideration.

Vonda Floyd, Finance Director briefed the Council of the consideration.

The expenditure lists and payroll from April 2024 and the April revenue report were made available for review.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. The transmittals include letters from the parties involved regarding the Eden Village item.

2. There is also a transmittal with the pre-audit letter explaining the process.
3. Also provided in transmittals is information regarding the health risks associated with hemp derived cannabinoids.

Councilman St. John:

1. May is also Motorcycle Safety Awareness Month.

Councilman Renne:

1. Nothing this evening.

Councilman McGovern:

1. Transmittals included correspondence about the Eden Village item; you all did a good job presenting and I appreciate the information.

Mayor Pro-Tem Spear:

1. The Splash Park and the Outdoor Pool are open. I know the community is appreciating both of those sites.

Mayor Spohn:

1. Two council members will be out of town June 3rd, thus we will reschedule that council meeting for June 10th.

MOTION TO ADJOURN:

Councilman McGovern motioned to adjourn the Regular City Council Meeting of May 20, 2024. Mayor Pro-Tem Spear seconded. There was no discussion.

All in favor; motion carried.

The Regular City Council Meeting of May 20, 2024 adjourned at 6:53 pm.

MARK D. SPOHN, MAYOR

ATTEST:

SHANNON STROUD, CITY CLERK



City Council Meetings
Council Meeting 6/10/2024

To: Mayor and City Council

From:

Date

RE: Proclamation - World Elder Abuse Awareness Day of June 15, 2024

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Cover Memo	5/31/2024



- WHEREAS: Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities;
- WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and
- WHEREAS: June 15th, 2024 marks the 19th Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and
- WHEREAS: The National Center on Elder Abuse (NCEA) and the City of Excelsior Springs recognize the importance of taking action to raise awareness, prevent and address elder abuse; and
- WHEREAS: As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and
- WHEREAS: Ageism and social isolation are major causes of elder abuse in the United States; and
- WHEREAS: Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and
- WHEREAS: Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and
- WHEREAS: Where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults.
- WHEREAS: Join us in our engaging and empowering movement, and putting an end to abuse.
- THEREFORE; I, Mark Spohn, Mayor of the City of Excelsior Springs do hereby proclaim June 15, 2024 as World Elder Abuse Awareness Day in Excelsior Springs, and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Dated on this 10th day of June, 2024.

SEAL:

Mark D. Spohn, Mayor



City Council Meetings
Council Meeting 6/10/2024

To: Mayor and City Council
From: Kristen DeHart, Chief Executive Officer of ES Hospital
Date: 6/5/2024
RE: Presentation - Excelsior Springs Hospital Annual Report for 2023

Kristen DeHart, Chief Executive Officer of ES Hospital

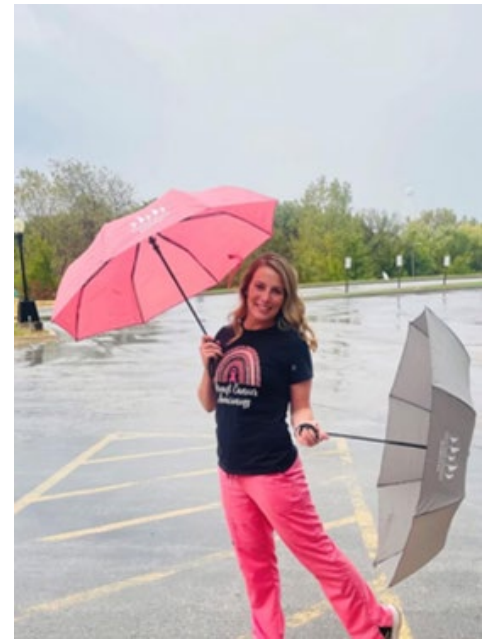
ATTACHMENTS:

Description	Type	Upload Date
Annual Hospital Report for 6-10-24	Presentation	6/10/2024



Excelsior Springs Hospital 2023 Annual Report

The purpose of this report is to summarize the activities, accomplishments, and financial information for the Excelsior Springs Hospital in Excelsior Springs, Missouri during the fiscal year 2023. This summary is presented to the Excelsior Springs Hospital Board of Trustees and the City Council.



REVIEW OF 2023

Oh, What a Year it was
....for ESH



Your role is to not make today tolerable, but tomorrow probable

2023 Results

Numbers Tell Their Own Story



Service	Data Point 2022	Data Point 2023
Patient Days	IP - 830 Days Swing - 853 Days	IP - 600 Days Swing - 1,450 Days
Emergency Room	7,995 visits	8,500 visits
Cardiopulmonary	EKG - 2,180	EKG - 2,540
Home Health	16,117 visits 625 admits	17,250 visits 740 admits
Hospice	7,515 days 63 admits	7,720 days 55 admits
Lab	506,606 tests	544,750 tests
OP Clinics	6,541 visits	9,200 visits
Pharmacy	70,110 doses delivered	78,000 doses delivered
Physician Clinics	17,505 clinic visits	19,900 clinic visits
Radiology	CT Scan - 2,701 Mamm - 1,641 MRI - 674 Ultrasound- 1,161 X-Ray - 7,000	CT Scan - 2,970 Mamm - 1,750 MRI - 740 Ultrasound- 1,250 X-Ray - 7,500
Surgery	431 cases	495 cases 500+ procedures
Therapy	12,990 visits	15,140 visits
Meals Served	56,025 meals	96,300 meals

Meet our New Specialists



Dr. Peter Gochee, ENT

Dr. Nicole Lee, Hospitalist

Dr. Michael Siscos, Dermatology



Dr. Evan Slanczka, Emergency Medicine



KC Urology

- Dr. Brandon Kramer
- Dr. Patrick Probst
- Dr. Keegan Zuk





- We have a commitment to serving the community and providing open access to Excelsior Springs Hospital for all community members.
- Involvement by our staff in the community enhances our ability to provide effective health care. Improving the community will improve the health of our customers.
- Partnerships with education, government, and other community organizations will multiply the resources for and the effectiveness of our work.
- By instilling confidence in our patients, they will become positive forces in the community and contribute to the health of others.

Service – Connection with our Community



Expanding our roll
into the community
through
partnerships,
community work,
integration and
communication

Community Connections

- Clay County Public Health
 - Community Health Assessment (CHA)
 - Community Health Improvement Plan (CHIP)
- ESSD – Vaccinations and school district therapy plans
- City of Excelsior Springs
- Communities of Excellence – ES Thrive
- Excelsior Springs SAFE
- Missouri Medicaid Expansion Initiatives
- Northland Coalition
- Northland Healthcare Access/Access + /Alliance

Community Education

- Tina Cook – ESH Clinical and Community Educator



Oracle Cerner Updates

Digital documentation is essential for hospital success, as it requires interoperability of all records. Challenges with electronic health record (EHR) implementation can also greatly affect community hospitals.

Progress Report

Go Live August 28, 2024

1. Medication Reconciliation – 82.8%.
2. Electronic prescription rate by providers – 96.4%.
3. Physician documentation – 98.38%; average time in EMR per patient- is 15 minutes. Adoption and efficiency!
4. Nursing time in the EMR per patient – 6 minutes. Efficiency!
5. Efficient capture of reportable diseases- faster ability to diagnose and treat
6. Automatic order sets generated for isolation patients
7. Physician Satisfaction improved significantly!
8. Staff Satisfaction improved significantly !
9. Patient Gross Revenues up 22.9% - \$7M
10. Average Daily Revenue up 40% - from \$238K - \$333K

Is it doing what you thought it would? Yes – and more!



State of the Hospital

Excelsior Springs Hospital Timelines

2019

Hospital is in serious threat of closure
Closure of non-profitable services lines
Relocating Primary Care offices to Hospital Campus

2020

COVID 19 – Positive for EHS
Funding allowed the runway/time for critical changes

- Primary Care Build-out and moves
- Air Handler project
- Lawson Primary Care

2021

Hospital finances move to positive financial margins

2022

Expanding the ESH Footprint with growth of service lines and critical systems updates

- Augmenting Primary Care
- Pediatrics
- Psychiatric Services
- Approval for Oracle Cerner EMR – 18 months in the making

2023

- Delays in Provider licensures/insurance credentialing
- Insurance Plans move into post-COVID pay strategies (denials, stall tactics, high pressure/legal involved)
- Cost outlays for Cerner upfront
- Delays in payments due to transitions
- Revenue Cycle team pulled in countless directions
- Improved reporting shows low performers – leading to service line reviews/closures



Excelsior Springs Hospital - Weekly Cash Flow



Column	10/6/2023	10/13/2023	10/20/2023	10/27/2023	11/3/2023	11/10/2023	11/17/2023	11/24/2023	12/1/2023	12/8/2023	12/15/2023	12/22/2023	12/29/2023	1/5/2024
SWB + Doctors	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Critical Supply & Svcs	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Debt Service (excl USI)	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
All Other Opex	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Essential Costs	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000
& Debt Service	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000	795,000
All Costs	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000	920,000
Cash Receipts	520,000	520,000	520,000	520,000	720,000	720,000	720,000	720,000	820,000	820,000	820,000	870,000	870,000	920,000

Previously Presented – Cash Flow Projections

presented to the Council 10/23



ESH Sustainability Plan – 2023-2024

Key Focus Areas - Action Items



Focus 1

Payroll/Benefits for Staff and Contracted Physicians

Payroll funded prior week
Benefit expense-changes
Contracted Physicians
Critical Services/Supplies to be funded



Focus 2

Vendor Discussions/ Work out Plans

Forbes Law Engagement
The Sader Law Firm
focused on Work out
details



Focus 3

Short Term Financing Options

Exploring Short Term
Options to Bridge through
01/2024

- Credit Cards
- Equipment Leases
- Sale Leaseback Options
- Other Third Party options



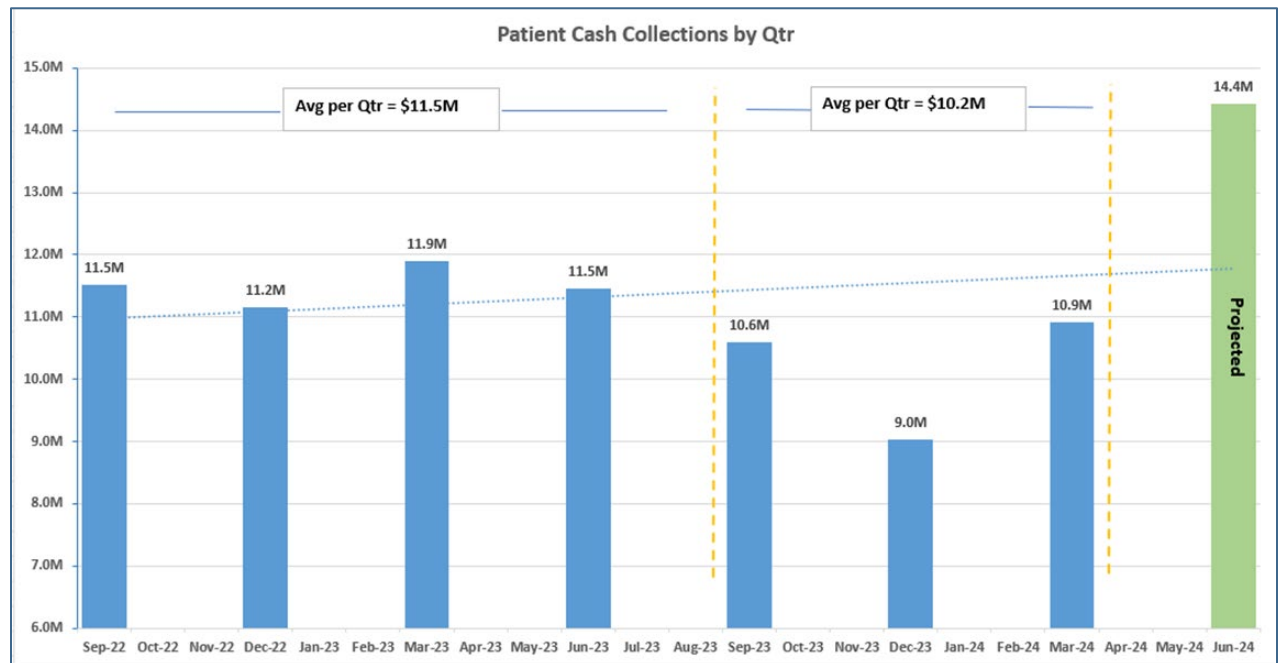
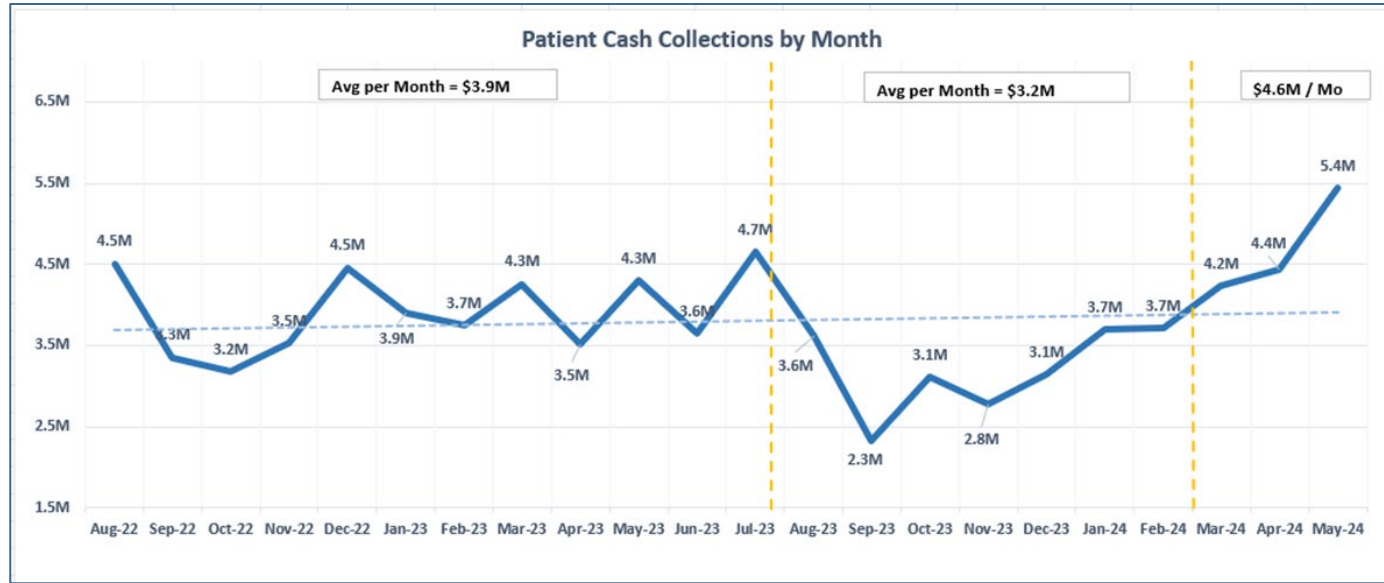
Focus 4 –

Long Term Sustainability

Expense Controls
**Service Line
Accountability**
Contract Discussions
Re-engage Creditors

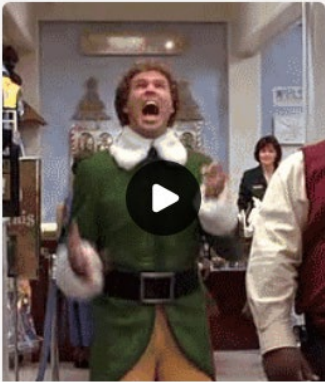
Cash Flow

Update through
06/2024



The Morning Routine — a recent exchange

Amanda Romazon 5/24 9:46 AM



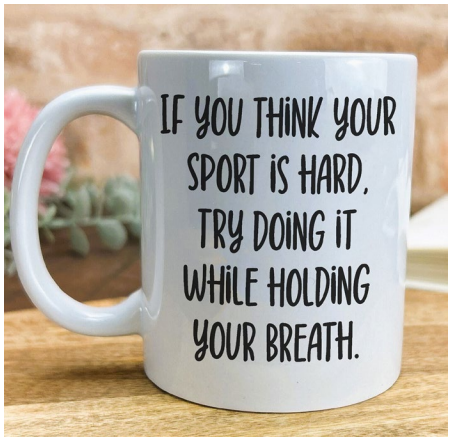
	04/29/24-05/03/24	05/06/24-05/10/24	05/13/24-05/17/24	05/20/24-05/24/24
General Fund	1,343,788.63	988,628.30	1,045,831.31	1,648,577.55
Physician Clinic	21.34	102.25	7,930.38	1,210.00
Retail Pharmacy	29,519.05	68,950.31	56,866.66	58,511.71
	1,373,329.02	1,057,680.86	1,110,628.35	1,708,299.26
LESS:				
Misc Deposits	208,465.61	15,807.12	-	11,889.52
	1,164,863.41	1,041,873.74	1,110,628.35	1,696,409.74
Cash Flow	1,164,000.00	1,041,000.00	1,110,000.00	1,696,000.00



plus whatever comes through the mail to

5/24 9:46 AM

HOLEY MOLEY!!!!!!!



Matt Untch 5/24 9:46 AM



It's beautiful!!!!!!

Sarah Gonzalez 5/24 9:47 AM



Holy bananas!!!!!!



Priority Focus – Finance- Audit

Audit FYE 2023

- Audit has been delayed due to the Cerner/Multiview conversions.
- The Audit was started in March and audit firm is wrapping up open items request.
- The complexities of the new EMR and new accounting system has created reporting delays and complexities that were not anticipated.





Excelsior Springs Hospital

Income Statement

FYE 2023 including YTD Jan 2024

	FYE2023 <i>(Sep 2023)</i>	FYE2022 <i>(Sep 2022)</i>	YoY Chng	YTD 2024 <i>(Jan 2024)</i>	YTD 2023 <i>(Jan 2023)</i>	YoY Chng
Net patient service revenue	42,824,289	47,444,310	(4,620,021)	19,902,761	17,646,189	2,256,571
Other operating revenue	303,799	157,607	146,192	43,962	35,386	8,576
Total operating revenue	43,128,088	47,601,918	(4,473,829)	19,946,723	17,681,575	2,265,148
Operating expenses:						
Salaries and wages	21,197,597	16,707,183	4,490,413	7,083,141	6,865,799	217,342
Employee benefits	6,013,487	4,961,005	1,052,482	2,006,424	1,995,107	11,317
Purchased services and professional fees	12,178,674	11,245,120	933,554	4,057,993	4,037,372	20,622
Supplies and other	11,887,780	9,751,885	2,135,895	3,229,546	3,756,705	(527,159)
Depreciation	3,621,136	3,141,123	480,013	1,300,192	1,093,139	207,053
Total operating expenses	54,898,674	45,806,315	9,092,358	17,677,296	17,748,122	(70,826)
Income from operations	(11,770,586)	1,795,602	(13,566,188)	2,269,426	(66,547)	2,335,974
Nonoperating revenue (expenses):						
Investment income	(113,896)	24,636	(138,532)	38,903	5,686	33,217
Interest expense	939,328	790,898	148,429	326,726	241,873	84,853
Noncapital appropriations - City of Excelsior Springs	329,658	349,680	(20,022)	110,802	109,886	916
Gain on forgiveness of long-term debt	0	0	0	0	0	0
Noncapital grants, gifts, and other	(118,451)	2,859,511	(2,977,962)	1,438,983	137,143	1,301,840
Total nonoperating revenue (expenses) - Net	(842,017)	2,442,929	(3,284,946)	1,261,961	10,842	1,251,120
Revenue in excess of expenses	(12,612,603)	4,238,531	(16,851,134)	3,531,388	(55,706)	3,587,093
Capital grants, gifts, and other						

Income Statement Comments

CFO Comments:

<p>Volume</p>	<p>FYE 2023 showed in an increase in clinic visits (+40%), IP admits (+10%), and surgeries (+15%). Excluding Home Health and Hospice, OP gross revenue increased \$6.2M, while IP gross revenue increased \$1M.</p> <p>FYE 2024YTD - Improved charge capture with new Cerner EHR. Patient gross revenue up 22.9% (+\$7M). Average Daily Revenue is up 40% from \$238k to \$333k.</p>
<p>Total Operating Revenue (Cash Rev)</p>	<p>FYE 2023 - Reported net operating revenue declined \$4.4M from prior year. While gross revenue was up \$4.3M, the decline was impacted by out of period adjustments from overstatement of revenue in the Home Health & Hospice (\$-3.7M) along with a booking of \$7.5M of reserves for Legacy AR accounts that hospital does not expect to collect going into 2024.</p> <p>FYE 2024 YTD - Operating revenue is up \$2.2M year-over-year. While this is encouraging, reported cash revenue is will be relatively volatile as claims through the new Cerner system are adjudicated and the Legacy AR is worked down.</p>
<p>Cash Collections</p>	<p>FYE 2024 the hospital introduced a new Electronic Health Record (EHR), converting over from CPSI to Cerner. This has allowed more transparency in data, claims, and collections. While this was a good operational change, the conversion impacted cash significantly between Aug '23 thru Feb '24, with a decline in cash on average from \$3.9M per month to \$3.2M per month (Sept being the lowest at \$2.3M). Since March 2024, cash has significantly improved to \$4.6M per month, including \$5.4M in patient cash collections in May. The Revenue Cycle Team has made significant strides to improve all areas of Revenue Cycle.</p>
<p>Operating Expenses</p>	<p>FYE 2023 - Total Operating costs increased 19.8% compared to PY. As with most businesses, costs have increased significantly in salary and wages, benefit costs, and supply costs due to inflationary pressures.</p> <p>FYE 2024 YTD - We have seen a leveling out of costs compared to prior year. Leadership Teams are engaged in finding areas to reduce costs, especially in supplies and contracted services.</p>
<p>Total nonoperating rev (exp) - Net</p>	<p>FYE 2023 - Reductions in COVID funding and grant money dropped considerably. In 2022 the hospital received \$1.5M from Clay County for new air handlers.</p> <p>FYE 2024 YTD - Funds received for Buyback Lease of Equipment causing the \$1.3M increase from prior year.</p>



Good People

- Our ESH Board of Trustees
- Forbes Law Group
- WIPFLI
- The Childrens Services Fund of Clay County
- The City of Excelsior Springs City Council
- USDA
- Countless Vendors – Partners – Community Members

Good Performance

- CMS Survey – No Clinical Care Tags; No EOC Tags
- AHA HRET Project First Line Award and Subsequent Awards

Good Progress

- Ongoing Maintenance – maximizing resources/minimum expense
- Improvements with committee work (Corporate Compliance, Emergency, Safety, EOC and others)



Mendy Wibbenmeyer, Director of Quality and Risk, Excelsior Springs Hospital

Mendy is an incredible human with a GIANT heart. She gives more than 100% to everything that she does, keeping us all engaged, compliant and inspired to always do and give our best. Last year, Mendy was diagnosed with breast cancer, which was quite a shock at her young age. In this process, Mendy has had to go through extensive surgery, along with chemotherapy and radiation. I honestly don't know how she's done it, but through it all, she has remained full of strength and courage, and has CONTINUED to lead, support and guide our hospital without missing a beat! Even on the days that she was too weak or too sick to physically be onsite, she worked diligently to develop and implement coverage plans, ensuring that everyone who stepped in during her moments of absence was completely prepared and set up for success. Her drive and dedication to the patients we serve and the hospital heroes that deliver those services are astonishing! She inspires us all to greatness!

TOP OF MIND Why We are Here

Community Needs Assessment 2024 Partnering with the Northland Health Alliance (2012 – 2021-conducted every 3 years)

Top 3 Concerns

Access to Care

Behavioral Health

Chronic Disease



EXCELSIOR SPRINGS
HOSPITAL

SUBSCRIBE TO OUR
LATEST NEWS!



EXCELSIOR SPRINGS
PSYCHIATRIC SERVICES

Counseling, Care Coordination & Recovery
a service of Excelsior Springs Hospital



Everyone Shines Here!



"I cannot begin to thank all the staff who took care of me during my stay including the ER and Lab staff. I hesitate to be specific because I don't want to leave anyone out. Everyone gave excellent care."

K. S.
ESH Patient

You're invited! Join us for this upcoming event!

FAMILY CARE SERIES

A Quarterly Community Event

This will be an informal interactive evening packed full of great information and resources!

This quarter, we're highlighting Dietetics and Rehabilitation Services. Meet our Registered Dietician and members of our Physical Therapy and Speech Therapy teams, and learn about the variety of services that they provide to our community. There will be a light dinner provided, fun activities, and time to tour the Rehab Services department. You will also be able to explore other community resources related to health and wellness.

This event is free and open to the public! All ages are welcome. Registration is requested for food planning purposes.

**April 25th
6-8 PM**

Excelsior Springs Hospital
Community Room
1700 Rainbow Blvd

Register at
<https://bit.ly/aprilfamilycare>

Friday, June 7th.
11:30 AM
Managing Medicare
Joy Killham, Director of Revenue Integrity will be sharing valuable information with us on how to manage Medicare as we age.

Wednesday, June 12th.
11:30 AM
Brain Health with Tina
June is Alzheimer's & Brain Awareness month. In honor of this, Tina, RN, BSN, will be sharing tips with us on ways to keep our brains fit and healthy.

Friday, June 21st.
11:30 AM
Breathe Easy with Dr. Patel
Dr. Patel is a pulmonary disease specialist and will be presenting on the Respiratory system giving us tips on keeping our lungs healthy and breathing easy.

REGISTRATION IS REQUIRED FOR SENIOR CITIZENS AND/OR NON-SENIOR LUNCHEES BY VISITING <http://www.es.hcc.com/seniorcenter>

ALL EVENTS ARE HELD AT THE ES COMMUNITY CENTER UNLESS OTHERWISE NOTED.

Services Provided at Excelsior Springs Hospital

Specialty Services/Clinics

- Cardiology
- Dermatology
- Emergency Medicine
- ENT
- Gastroenterology
- Gynecology**
- Interventional Pain
- Lab
- Nephrology
- Oncology
- Orthopedics
- Pain Clinic
- Pediatrics
- Podiatry
- Primary Care
- Psychiatric Services
- Pulmonology
- Radiology
- Rehabilitation Services
- Rheumatology
- Senior Life Solutions ®
- Swing Bed
- Surgery
- Urology



Post Acute Service Lines

- Home Health
- Hospice

Physician Services

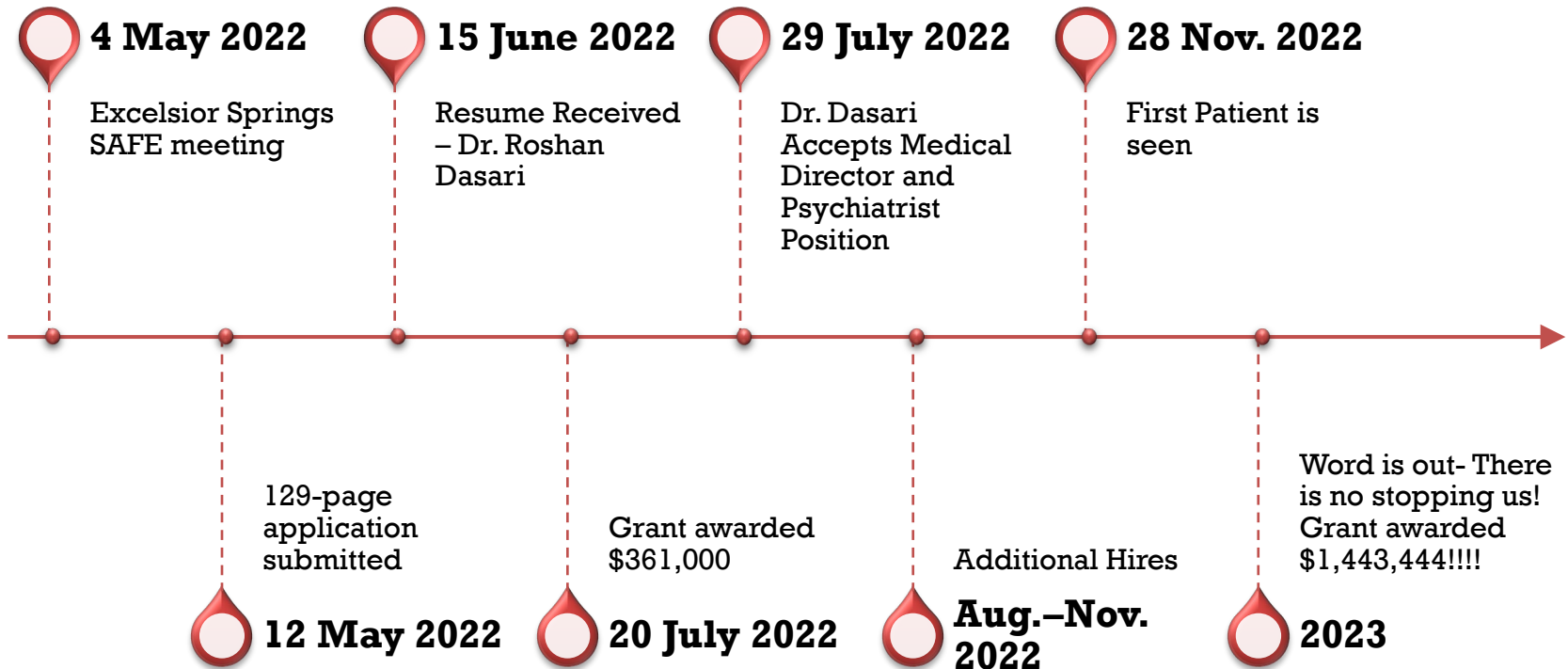
- Four Primary Care Offices
 - 2 Clinics in Excelsior Springs, MO (consolidating to campus)
 - 1 Clinic in Lawson, MO
 - 1 Pediatric Clinic in Liberty, MO
- Express Clinic (inside Price Chopper, Excelsior Springs, MO)

Providers

- Employed Physicians - 15
 - 4 Primary Care Physicians
 - 1 Psychiatrist
 - 3 Board Certified ER Physicians
 - 1 General Surgeon
 - 3 Hospitalists (1 PRN)
 - 3 Pediatricians
- Nurse Practitioners - 9



Introduction to the Children's Services Fund Timelines Award 2022-23



Impact Statement — ESSD Partner

As a social worker in the Excelsior Springs School District, I could not be more excited to have the psychiatric clinic opened within our community. There has not been a resource like what the psychiatric clinic offers close to home. Some families lack the time and transportation to get mental health needs met in the city. Having this resource for mental health, serving not only the Excelsior Springs community, but also the surrounding towns is much needed.



2023 Healthcare Turnover Rates by Position



Source: 2023 NSI National Health Care Retention & RN Staffing Report

symplr

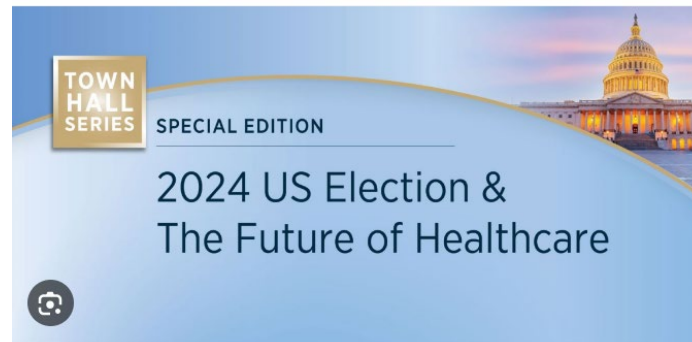


4 FOX4KC.com

Liberty Hospital to merge with KU ...



1 Ingram's Magazine
Blue KC to Exit The Medicare A...



Weight Loss Medication Pricing Chart

Medication	Average cost per month at full price in the US
Wegovy/Ozempic or Compounded versions	\$1,200-\$1,800 \$350-\$1,000
Mounjaro/Zepbound or Compounded versions	\$1,400-\$1,500 \$800-\$1,000
Phentermine	\$5-\$15
Diethylpropion	\$18-\$25
Contrave or Bupropion + Naltrexone	\$99 (w/ coupon) or \$500-\$615 \$20-\$30
Topamax (Topiramate)	\$5-\$35
Vyvanse (Lisdexamfetamine)	\$50-\$150 (generic)

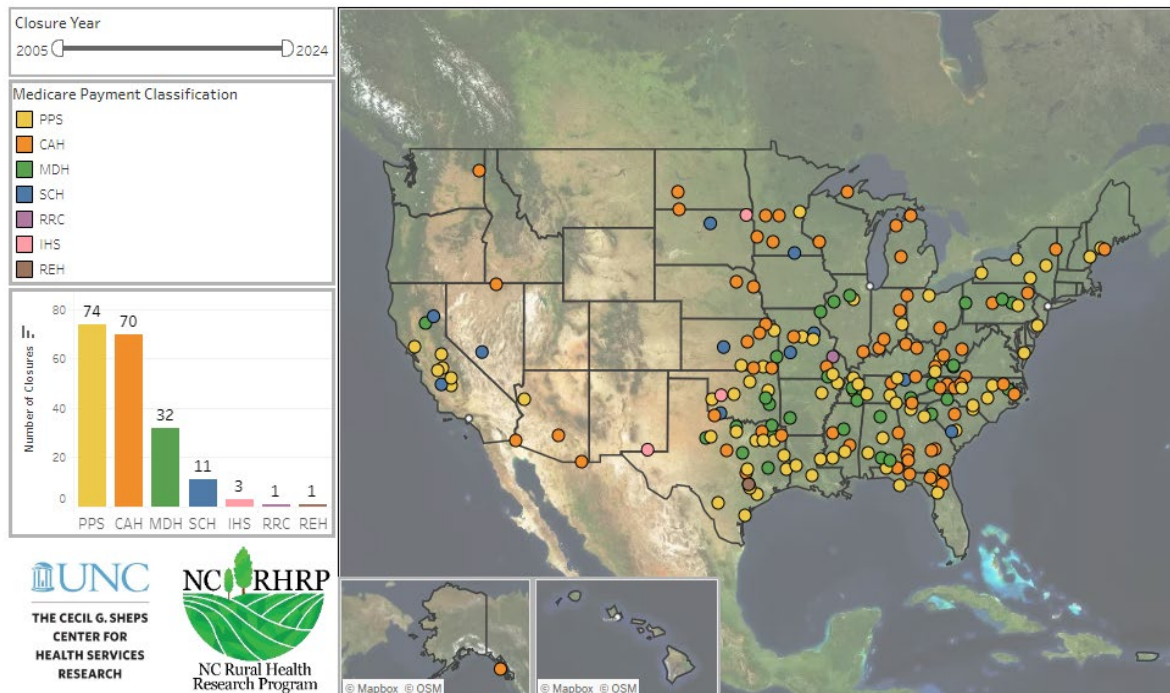
LOOKING TO THE FUTURE

Your role is to not make today tolerable, but tomorrow probable

Challenges - Nationwide

Community Hospital strengths are numerous. However, they also face a range of challenges. Community hospital CEOs revealed in an American College of Healthcare Executives survey these challenges can include:

- Not receiving Medicare reimbursements in a timely manner
- Commercial Insurance Plans
 - Delays in credentialling
 - Delays in payments
 - Denied claims/services
 - Lack of urgency
- Rising costs of staff and supplies
- Cuts in government funding
- Uncollectable debt
- Unpredictable changes in regulations and the impact on planning
- Cyber-attacks/hacks
 - Local/State/Federal Levels



ESH 2024

Ensuring our Future



Project 1 – People/Relations

Competitive Salaries

- Merit /Market adjustments
- Retention Strategies

Fostering Community Relationships:

- ESSD
- ESPD/ESF-EMS
- Chamber and DEP
- SAFE
- Excelsior THRIVE



Project 2 - Revenue Protection

Revenue Cycle

- Labor/Expense Controls
- Service Line Optimization
- Documentation, Coding, Billing
- Charge Capture
- Insurance Contracting
- Lease Agreements/Outs
- Pharmacy /Medication spends
- Grant/Funding Opportunities



Project 3 – Infrastructure & Equipment

Aging Infrastructure and Equipment:

- Review of Current Project Lists
- Review of Survey “tagged” items - Compliance
- Assessment of what we can realistically “afford” and fit into
- Assess alternatives – Remote workspaces, shared office spaces, etc.
- 1-year / 3-year / 5-year plans



Project 4 – Healthcare Landscape – National and Local

Awareness of the changing healthcare landscape, both national and local.

Allies and Partners /Competitors

Protecting the Hospital over the long-term

Consultation of current services by third-party sources

Service Line Reviews

Investing in our Future:

We are confident about our future

We have strong work and attention being placed on the ongoing transition from CPSI to Cerner in all aspects of operations.

We know our challenges, hurdles and obstacles.

Our team is the face of hope and healing in our community.

This has been hard...harder than expected – Yet we are wildly confident that we have the right people at the table, the right focus, and the right attitude to continue to blaze a trail forward.

We do amazing things everyday, and we will continue doing so long into the future.

Empowering Strength and Hope



Excelsior Springs Hospital is a community-driven health system providing superior care through our team of passionate health professionals. We partner with our community to offer personalized, innovative health and wellness choices close to home.

**Our Mantra is:
Empowering Strength and Hope**





City Council Meetings
Council Meeting 6/10/2024

To: Mayor and City Council
From: Molly McGovern, City Manager
Date: 5/31/2024
RE: Consideration of P&R Board Re-Appointments - Resolution No. 1514

Regarding the appointment of Board and Commission members, Mayor Spohn plans to make the following re-appointments by Resolution at the Regular City Council Meeting on Monday, June 10, 2024 at six o'clock in the Council Chambers. Appointments are subject to Council approval:

NAME: Mr. Jacob Simmons
BOARD: Parks & Recreation Board
HISTORY: Member re-appointed until 5/31/27

NAME: Mr. Zachary Wilkins
BOARD: Parks & Recreation Board
HISTORY: Member re-appointed until 5/31/27

A motion and vote is necessary to approve the appointments.

Respectfully submitted,

Molly McGovern, City Manager

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/31/2024

RESOLUTION NO. _____

WHEREAS, on June 10, 2024, the City Council of the City of Excelsior Springs, Missouri (the “City”) re-appoints Jacob Simmons and Zachary Wilkins to the Parks and Recreation Board.

BE IT RESOLVED, that after June 10, 2024, the Mayor and members of the Excelsior Springs City Council will observe the re-appointments of Jacob Simmons and Zachary Wilkins to the Parks and Recreation Board.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

APPROVED:

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



**Parks and Recreation
Council Meeting 6/10/2024**

To: Mayor and City Council
From: Nate Williams, Director of Parks, Recreation, & Community Center
Date: 5/31/2024
RE: Consideration of MOU with Clay County Parks - Ordinance No. 24-06-01

Nate Williams, Director of Parks, Recreation, & Community Center

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	6/3/2024
Ordinance	Ordinance	5/31/2024
MOU	Exhibit	5/31/2024



EXCELSIOR SPRINGS

PARKS • RECREATION • COMMUNITY CENTER • WELLNESS

Parks, Recreation, & Community Center Department
500 Tiger Drive
Excelsior Springs, MO 64024

(816) 656-2500

www.es-prcc.com

June 10, 2024

To: Mayor and City Council

From: Nate Williams, Director of Parks, Recreation, & Community Center

Re: Consideration of MOU with Clay County Parks for Rocky Hollow Ballfields

The ESPRCC Department has been working with Clay County Parks for several years to assist with scheduling and maintenance of the Rocky Hollow Ballfields. Our recommendation is to approve the MOU with Clay County Parks that outlines the responsibilities at the ballfields at Rocky Hollow. The Department utilizes the ballfields at Rocky Hollow for different sports practices and games. With this, we are the top priority for space, then it is open to the public to contact us to schedule. The Parks Maintenance Division does all the ballfield preparation work and maintenance. We are now asking City Council to approve MOU with Clay County Parks.

Respectfully submitted for Mayor and City Council approval.

Nate Williams, CPRP, AFO
Director of Parks, Recreation, and Community Center

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH
CLAY COUNTY, MISSOURI**

Be it Ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. That the Memorandum of Understanding by and among the City of Excelsior Springs, Missouri and Clay County, Missouri, which is attached to this Ordinance in its substantial form and incorporated herein, is hereby approved.

Section 2. That the Mayor is authorized to execute the Memorandum of Understanding for and on behalf of the City of Excelsior Springs, Missouri.

Section 3. That the City Manager, City Clerk, and such other officials of the City may take action as is necessary, incidental or expedient to carry out the intent of this Ordinance and the authority granted herein.

Section 4. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this _____ day of _____, 2024.

ATTEST:

Shannon Stroud, City Clerk

Mark D. Spohn, Mayor

REVIEWED BY:

Molly McGovern, City Manager

**MEMORANDUM OF UNDERSTANDING
FOR MAINTENANCE AND OPERATION OF BALLFIELDS AT ROCKY HOLLOW PARK
CITY OF EXCELSIOR SPRINGS PARKS & RECREATION DEPARTMENT
CLAY COUNTY DEPARTMENT OF PARKS, RECREATION & HISTORIC SITES**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____ 2024., by and between CLAY COUNTY, MISSOURI, {County}, through its Parks, Recreation and Historic Sites Department, and the CITY of EXCELSIOR SPRINGS, MISSOURI, {City}, through its Parks and Recreation Department.

WHEREAS, the County has under its control various park lands belonging to the County, including the Park lands known as ROCKY HOLLOW PARK.

WHEREAS, the County and City have identified a mutually beneficial plan for the maintenance and operation of two {2} baseball/softball fields at ROCKY HOLLOW PARK.

WHEREAS the Presiding Commissioner is authorized and empowered by the County to execute Memorandums of Understanding, {Agreement}; on behalf of the County;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

Section 1: **Right of Access**

City shall be permitted to enter onto and perform the following activities on the Premises:

- A. City shall, at its sole expense, perform ballfield maintenance and litter/refuse removal services on the Premises for recreational use by the public, as per the conditions set forth in **Attachment A**.
- B. City shall, at its sole expense, perform ballfield scheduling services for youth sports / activities on the Premises, as per the conditions set forth in **Attachment A**.
- C. City shall ensure that all volunteers and/or contractors utilized to fulfill any of City's obligations hereunder shall also comply with the terms of this Agreement and the conditions set forth in **Attachment A**.
- D. City, may charge hourly rates for use of the ballfield at rates approved by the City for ballfield's usage fees. City, shall split said fees with County at a rate of 50% as per the conditions set forth in **Attachment A**.

Section 2: **Title**

Title to the Premises shall at all times remain in the County. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using the Premises.

Section 3: **Term**

Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be three years, and will renew automatically thereafter on an annual basis. Additional trial expansion opportunities, beyond those contemplated herein, shall be governed by this Agreement unless it has been terminated by either party.

Section 4: **Modification and Termination**

This Agreement may be modified or amended only with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments, or waivers of any term of this Agreement.

This Agreement may be terminated with a 30-day written notice by either party. In the event the City terminates this Agreement prior to completion of agreed-upon site improvement project(s), the City agrees to restore all areas upon which it has performed work to their original state, unless such restoration requirement is waived in writing by the County.

Section 5: Representations and Warranties

County and City each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

CITY OF EXCELSIOR SPRINGS, MISSOURI

I certify that I am authorized to execute this Cooperative Agreement on behalf of City.

Title: _____

Date: _____

CLAY COUNTY

Presiding Commissioner

Date: _____

Approved As To Form:

County Counselor

Date: _____

ATTEST:

County Clerk

Date: _____

ATTACHMENT A

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY CITY

1. **Maintenance**

City agrees to provide regularly scheduled infield grooming and ballfield site maintenance on the Premises, which shall include the following:

- a. Utilize accepted best management practices to maintain infield materials in a consistent and playable condition, including bi-directional grooming, in-fill of low areas and annual establishment of infield crown (if required).
- b. City to remove and dispose of trash receptacle refuse.
- c. City to install new trash receptacle liners.
- d. City to remove litter from fields, spectator areas and dugouts.
- e. City will not utilize herbicides or other chemicals without prior written approval from the Director. Storage of herbicides or other chemicals shall not be allowed.

2. **Scheduling**

City agrees to provide ballfield scheduling services for youth sports/ activities on the Premises, which shall include the following:

- a. City will provide scheduling preference to Excelsior Springs Parks and Recreation Department teams for practices and games.
- c. City is encouraged to provide scheduling to other non-affiliated teams for practices and games (if available).

3. **Usage Fees**

City agrees that fees may be charged for field usage based on annual adopted rates by the City.

- a. City agrees to pay the County 50% of usage fees incurred.
- b. City agrees to provide a quarterly report and payment.
- c. City agrees to provide annual rates information to County Parks Department.

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY COUNTY

1. **Maintenance**

County agrees to provide regularly scheduled outfield mowing, restroom, roadway/ parking lot and ballfield site maintenance on the Premises, which shall include the following:

- a. Utilize accepted best management practices to maintain outfield turf in a consistent and playable condition, including mowing/trimming and other practices as required.
- b. County to provide trash receptacles.
- c. County to provide trash receptacle liners.
- d. County to remove litter from parking lots.
- e. County to maintain backstops and ballfield fences.
- f. County to maintain restrooms.
- g. County to maintain roadway/ parking lots.

2. **Other**

County agrees to consider future ballfield site improvements proposed by City with respect to overall viability, availability of financial resources and projected public benefit.



City Council Meetings
Council Meeting 6/10/2024

To: Mayor and City Council
From: Joe Maddick, Fire Chief
Date: 5/31/2024
RE: Consideration of Contract with Eastern Clay County Ambulance District - Ordinance No. 24-06-02

Joe Maddick, Fire Chief

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/31/2024
Ordinance	Ordinance	5/31/2024
Contract	Exhibit	5/31/2024
Compensation Plan	Backup Material	6/7/2024
Annual Report	Backup Material	5/31/2024



Excelsior Springs Fire Department
1120 Tracy Ave.
Excelsior Springs, MO 64024
Phone: 816-630-3000
Fax: 816-630-953

10 June 2024

To: Mayor and City Council

From: Joe Maddick, Fire Chief

Re: Annual Renewal of ECCAD Contract

The fire department is requesting the renewal of the contract with Eastern Clay County Ambulance District (ECCAD). We have been providing service to the residents of ECCAD since 2006.

The current contract expires on June 30, 2024. The proposed contract would be in effect retroactively beginning July 1, 2024 and running until June 30, 2025.

This years contract is for a total of \$115,000.00 which is the same as last year due to funding issues.

Thank you for your consideration of this ordinance.

Respectfully,

Joe Maddick

Attachments:

Description	Type	Upload Date
Ordinance	Ordinance	31 May 2024
Contract	Contract	31 May 2024
Compensation Plan	Letter	31 May 2024

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT TO PROVIDE AMBULANCE SERVICE TO AN AMBULANCE DISTRICT BETWEEN THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND THE EASTERN CLAY COUNTY AMBULANCE DISTRICT

WHEREAS, the City of Excelsior Springs, Missouri (the “City”) has the capability to provide ambulance and emergency medical services to the territory of the Eastern Clay County Ambulance District (“District”); and

WHEREAS, the City and District desire to cooperate and to take reasonable steps necessary to facilitate emergency medical services; and

WHEREAS, the City and the District desire to provide for emergency medical services on the terms and conditions of a Contract to Provide Ambulance Service to an Ambulance District in substantially the form set forth in Exhibit A, attached hereto (the “Agreement”), and in accordance with and pursuant to the provisions of Article VI, Section 16, of the Missouri Constitution and Sections 70.210 – 70.325 and Section 190.060 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the Board of Directors of the District found that the proposed Agreement will provide benefits to the public health that outweigh the associated costs, maintain and enhance public access to ambulance services, and maintain or improve the public health and promote the continued development of the regional emergency medical services system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby approves and authorizes and directs the City Manager to execute the Contract to Provide Ambulance Service to an Ambulance District between the City and the District in substantially the form as set forth in Exhibit A attached hereto and incorporated herein by reference, the signature of such official being conclusive evidence of such approval.

Section 2. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this _____
day of _____, 2024.

Mark D. Spohn, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

EXHIBIT A

LEGAL DESCRIPTION

Eastern Clay County Ambulance District
in Clay County, Missouri

In Township 51 North, Range 30 West, all of Sections 1, 2, 3, 4, 5, 6, 7, 12 and 13, and all those parts of Sections 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 23, 24 and 30 lying North of the North bank of the Missouri River; and, In Township 52 North, Range 30 West, Sections 1-36 within said Township; EXCEPT parts of Sections 6 and 7 which lie West of the East bank of Carroll Creek; and In Township 53 North, Range 30 West, all of Sections 25, 26, 27, 33, 34 and 36; EXCEPT, Those Sections or parts of Sections within each said Township which were within the corporate limits of the City of Excelsior Springs, Clay County, Missouri on July 1, 2012.

**CONTRACT TO PROVIDE
AMBULANCE SERVICE TO AN AMBULANCE DISTRICT**

I. PARTIES

Eastern Clay County Ambulance
District
P. O. Box 78
Missouri City, MO 64072

Excelsior Springs Fire Department
1120 Tracy
Excelsior Springs, MO 64024
Bus. 816-630-3000
Fax: 816-630-9530

Hereinafter referred to as
the "District".

Hereinafter referred to as
the "City".

II. RECITALS

WHEREAS, the District wishes to minimize response times and to maximize confidence availability for emergency medical services for all of its taxpayers; and

WHEREAS, the City also has an excellent emergency service capability; and

WHEREAS, the District desires for the City to provide EMS coverage into the District;
and

WHEREAS, both the District and the City are empowered to enter into contracts for EMS services;

WHEREFORE, the parties have entered into the following Agreement:

III. CONSIDERATION AND SERVICES

A. The City's Services: The City agrees to provide advanced life support services with necessary licensed personnel, support, operation, and maintenance services and personnel as deemed appropriate to the City to serve the District in the area indicated on the Map.

B. Compensation: The District agrees to pay the City for such services as follows:

- I. 1. The total compensation for the services is \$115,000.00 as defined in Subsection 2.
2. The District will pay the City for Services:
 - a. \$57,500.00 no later than July 31, 2024;
 - b. and, \$57,500.00 no later than February 28, 2025;
 - c. and, any amount due under Section IX, C, within 30 days.

C. Term: The term of this contract shall be from July 1, 2024, to June 30, 2025. The District will notify the City not later than March 31, 2025, that it desires to enter into another contract. The District will be responsible for all required notifications

in the event that a renewal contract is not entered into by the parties, including direct mail to the affected taxpayers, certified notice to Clay County Sheriff's Department and the Clay County Commission, and official publication in the area newspapers.

IV. REFERRAL OF EMERGENCY CALLS

For emergency calls into the designated areas (see Map), the City will determine the appropriate back-up service to use based upon various factors such as location of the emergency. For purposes of this Agreement, the term "Emergency" shall mean the same as the definition contained in 190.100 (10) RSMo of the Comprehensive EMS Act of 1998.

V. EQUALITY OF CHARGES AND AVOIDANCE OF DISCOUNTS

The City shall charge the citizens who reside in the designated area (see map) the same fees the City charges its own residents and there shall be no non-resident surcharges or discounts to City residents. This requirement is designed to have similarly situated patients/patrons experience equal treatment and expenses and avoid complaints based on any perception to the contrary. This requirement also reflects Medicare's transition to a fixed fee schedule for all ambulance services.

This requirement also assists in helping to avoid any perception of illegal kickback, rebate, or discounts to City patrons in violation of the Medicare statute's prohibition against such practices (see 43 U.S.C. §1320a-7(b)).

VI. ILLEGALITY, SEVERABILITY AND THE MEDICARE ANTI-KICKBACK PROVISIONS

- A.** Severability: If any portion of this Agreement shall be found by any forum with competent jurisdiction to be illegal or otherwise unenforceable as against public policy, such finding shall affect only the offending provision, and all other provisions of this Agreement shall remain completely in effect and fully enforceable.
- B.** Compliance with Medicare Anti-Kickback Provisions: The Parties have agreed that the compensation provided for in paragraph III of this Agreement can in no way be construed as an illegal kickback from the District to the City that would artificially increase the unnecessary utilization of the Medicare program that would violate the prohibitions contained in 42 U.S.C. 1320a-7(b). The compensation is a fixed lump sum and is not tied in any way to the volume of activity or utilization rates.

The Health Insurance Portability and Accountability Act of 1996 and regulations enacted by the U.S. Department of Health and Human Services implementing this Act ("HIPAA") impose strict requirements on covered entities regarding the privacy of protected health information ("PHI"). PHI means individually identifiable health information that is transmitted or maintained in any form or

medium, including but not limited to, electronic media, paper or verbal communications. PHI includes, but is not limited to, any information that implicitly or explicitly identifies an individual patient, a patient's health status, or a patient's medical history.

In connection with the provision of services under this Agreement, District may receive, review or obtain PHI from City. District agrees that it will maintain the privacy and confidentiality of all PHI and will comply with the requirements of HIPAA. District agrees that it will not use or disclose PHI except as necessary to manage and administer its business or as required by law. District represents that it will develop and implement appropriate safeguards to prevent the use or disclosure of PHI for purposes other than as set forth in this Agreement. Any use or disclosure of PHI will be limited to the minimum amount necessary to achieve the permitted purpose for such use or disclosure. District agrees to require its employees, agents and independent contractors to adhere to the restrictions and conditions concerning PHI set forth in this Agreement.

VIII. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement shall at all times be considered to be independent contractors. Therefore, there shall be no vicarious liability imposed on a Party for the conduct of the other Party either for general liability purposes or for worker's compensation purposes. At no time shall the employees of one Party be considered to be the borrowed servants of the other Party, even when scene control or management may be in the control of other Party.

IX. INSURANCE AND AGGRESSIVE ASSERTIONS OF DEFENSES

Each Party agrees to maintain in force adequate general liability coverage at least to the levels required for licensure by the Comprehensive EMS Act of 1998 and to the extent of the statutory capped limits for the exemptions from sovereign immunity contained in 537.610-2 RSMo. To the extent that there are any issues of potential joint and several liability, both Parties agree to aggressively assert the defenses of the Missouri Public Duty Doctrine and to make no settlement agreements without good faith negotiations nor without full consultation with the other Party.

- A. The District and its Board by operation of law retain all sovereign immunity, official immunity, and the Missouri Public Duty Doctrine defenses even if the District has purchased insurance for the potential claim that may be involved (see 190.060-1(9) RSMo). The District under this contract will not be directly responsible for the operation of emergency vehicles; nor for the recruitment, certification, training, continuing education, or retention of emergency medical services personnel; nor for the provision or evaluation of patient care. The City agrees to hold the District harmless and without liability for claims arising out of the City's provision of emergency medical services under this contract.
- B. The City prior to the effective date of this Contract (see III. "Consideration and Services" paragraph C p. 2) shall have its

liability insurance carrier add the District as an additional party insured to the City's applicable insurance policies.

- C. The City shall negotiate in good faith with its insurance carriers to obtain the lowest possible premium costs for adding the District as an additional insured party, including making known the immunities that the District retains per section 190.060-1(9) RSMo, even when insurance is obtained therefore. The District shall promptly reimburse the City upon invoicing, the amount to cover any additional insurance premium that may result from the City having added the District as an added insured party to the City's insurance policies.

X. COMPLAINTS AND PUBLIC RELATIONS

Any allegations of the following (but not exclusively the following types of incidents) made by a Party's personnel about the other Party or received by a Party from the general public or from other public safety or EMS entities about the other Party, shall be put into a written incident report and forwarded to the other subject Party no later than twenty-four (24) hours of receipt of the complaint. Examples of common EMS complaint allegations are delayed response time, injury to a patient; injury to EMS personnel; interference with rendition of care; reckless driving; rude behavior; failure to follow treatment, transfer, triage, or air ambulance protocols; improper care by either acts of commission or omission. Both Parties agree to resolve alleged incidents within seventy-two (72) hours of receipt from the other Party of the written incident report. Both Parties agree to at all times promote a positive public image of the other Party to the general public, to other EMS entities, to other public safety organizations, and to other health care professionals and practitioners.

XII. MODIFICATIONS AND AMENDMENTS

The Parties intend that this Agreement constitute the entire Agreement and that no parole evidence shall be admissible for interpreting this Agreement, except to the extent that the Parties mutually agree to amend this Agreement or incorporate other documents by reference. No amendment shall be made to this Agreement without first being reduced to writing, or without the mutual assent of both Parties, or without the formal execution of said amendments by both Parties.

XIII. TERMINATION AND AUTOMATIC RENEWAL

During the course of the term, all amendments, changes, and added incorporation of documents by reference shall become cumulative. Otherwise, this Agreement may be terminated by one hundred eighty (180) days advance written notice to the other Party of the specific date and time of day for termination. This one hundred eighty (180) days advance notice period shall begin on the official postmarked date for the mailed notice of termination. Upon termination of this Agreement and cessation of services by the City, a prorated

portion of the annual compensation (see III-B "Compensation" on page 2 of this Agreement) shall be refunded to the District by the City.

XIV. EXECUTION

In witness thereof, the Parties have executed this agreement at

(Designated Place of Execution)

on the _____ day of _____, 2024.

FOR THE DISTRICT

Authorized Signature

Date

FOR THE CITY

Authorized Signature

Date

SEAL:

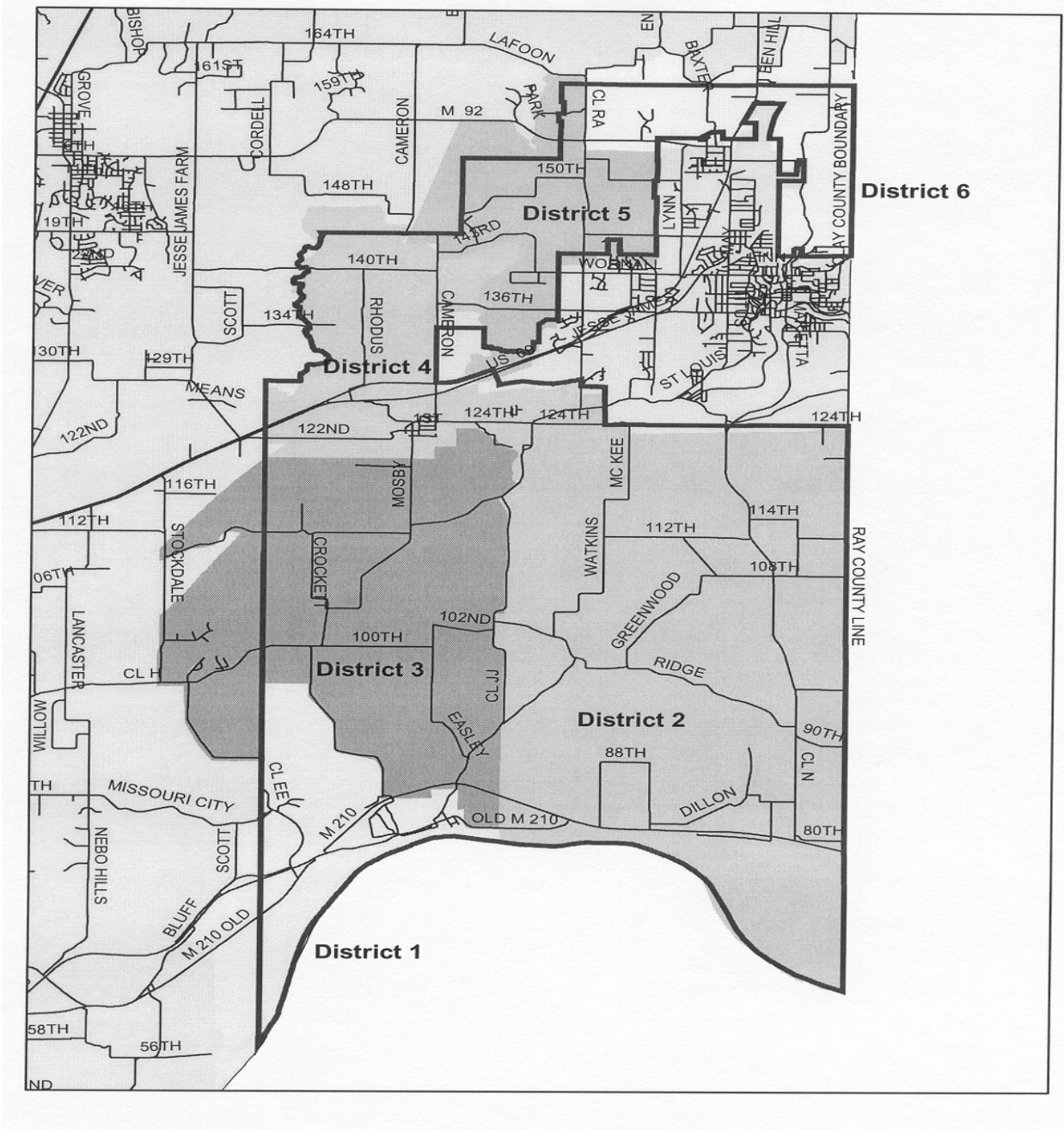
EXHIBIT "A"

LEGAL DESCRIPTION

Eastern Clay County Ambulance District
in Clay County, Missouri

In Township 51 North, Range 30 West, all of Sections 1, 2, 3, 4, 5, 6, 7, 12 and 13, and all those parts of Sections 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 23, 24 and 30 lying North of the North bank of the Missouri River; and, In Township 52 North, Range 30 West, Sections 1-36 within said Township; EXCEPT parts of Sections 6 and 7 which lie West of the East bank of Carroll Creek; and In Township 53 North, Range 30 West, all of Sections 25, 26, 27, 33, 34 and 36; EXCEPT, Those Sections or parts of Sections within each said Township which were within the corporate limits of the City of Excelsior Springs, Clay County, Missouri on July 1, 2012.

EXHIBIT "B"
Map of
Eastern Clay County Ambulance District





Compensation Breakdown for 'Contract to Provide Service'
TO
Eastern Clay County Ambulance District (ECCAD)

- 2024 EMS General Fund Budget: \$2,355,356.00 (80% of total budget)
- During the ECCAD 'Statistic Year'-**June 1, 2023 thru April 30, 2024;**
 - Excelsior Springs Fire Department (ESFD); EMS Calls for Service (CFS) = 2841
 - ESFD Responded to 174 calls for service [9.36% increase in calls from previous year 2023] ECCAD; CFS in ECCAD is 6.12 % of all ESFD CFS.

Basic Compensation for Services:

Budget divided by number of calls = Cost/call

$$\$2,355,356.00/2841 = 829.05/\text{call}$$

ECCAD Assessed cost per Call = \$829.05 (8.8% increase over last year).

$$\$829.05 \times 174 \text{ calls} = \$144,254.70$$

This is based off of the EMS budget. It does not include;

- The cost associated with a Pumper responding to motor vehicle accidents, rescues, etc.
- The cost associated with dispatchers answering the 9-1-1 calls
- The cost associated for personnel covering the city when units respond

Ambulance Replacement Compensation:

Ambulance replacement is not included in the General Fund Budget. The estimated cost of replacing an ambulance is approximately \$326,000.00.

6.12% of that cost is \$19,951.20.

Totals

\$144,254.70

\$ 19,951.20

\$164,205.90 Total Compensation or what their tax levy allows

[2024 Total Compensation \$154,246.00 (paid \$115,000.00) vs. 2025 Total Compensation (\$164,205.90) increase of 9.3% (\$9,959.90). Once again this year, we understand that ECCAD does not receive enough tax money to fully meet the contract needs. Therefore we will accept the same amount as last year \$115,000.00



Annual Report

Eastern Clay County
Ambulance District

June 1, 2024

Joe Maddick
Fire Chief



Executive Summary

June 1, 2024

This report has been prepared for the following period; June 1, 2023 thru April 30, 2024 for contract services with Eastern Clay County Ambulance District (ECCAD), for the provision of ambulance services by the Excelsior Springs Fire Department.

The Excelsior Springs Fire Department (ESFD) continues to provide ambulance services to the Eastern Clay County Ambulance District from its only fire station located at 1120 Tracy Avenue in Excelsior Springs. ESFD typically staffs two Type II modular ambulances with a crew consisting of at least one Emergency Medical Technician and one Paramedic on each ambulance.

ESFD responded to 2,841 call for service; of those requests for service 174 calls in the Eastern Clay County Ambulance District were approximately 6.12 % (an increase of 8.58%) of the system wide request for service.

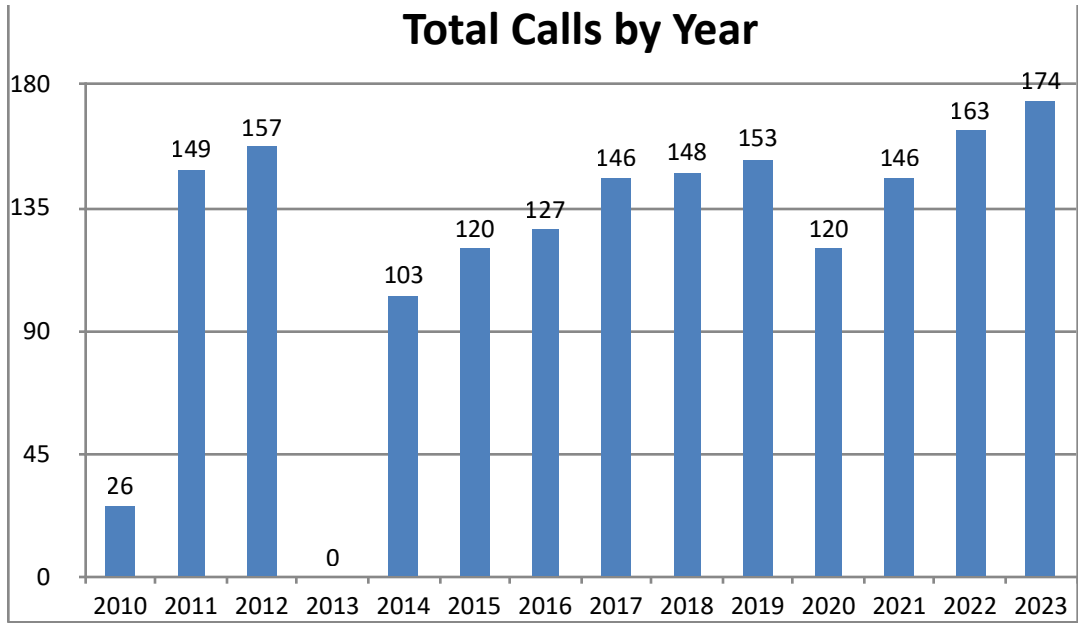
The Excelsior Springs Fire Department routinely provides general rescue, technical rescue, and vehicle extrication to the residents of the Eastern Clay County Ambulance District in conjunction with a mutual aid agreement with the Fishing River Fire Protection District.

The staff and members of the Excelsior Springs Fire Department are proud of the services provided to the ECCAD. It has been our honor and privilege to provide service to the citizens of the ECCAD and we have been able to fulfill our contractual obligations without difficulty. In addition, we have recorded no significant offer of dissatisfaction of services to the citizens of the Eastern Clay County Ambulance District.

The following statistical data is being provided to the Board of Directors so that you may fully understand the service need and service provided to better evaluate future needs on last year's demand for service. I will always make myself available to answer any questions that you might have.

Thank you for allowing us to provide your Emergency Service needs.

Joe Maddick
Fire Chief
Excelsior Springs Fire Department

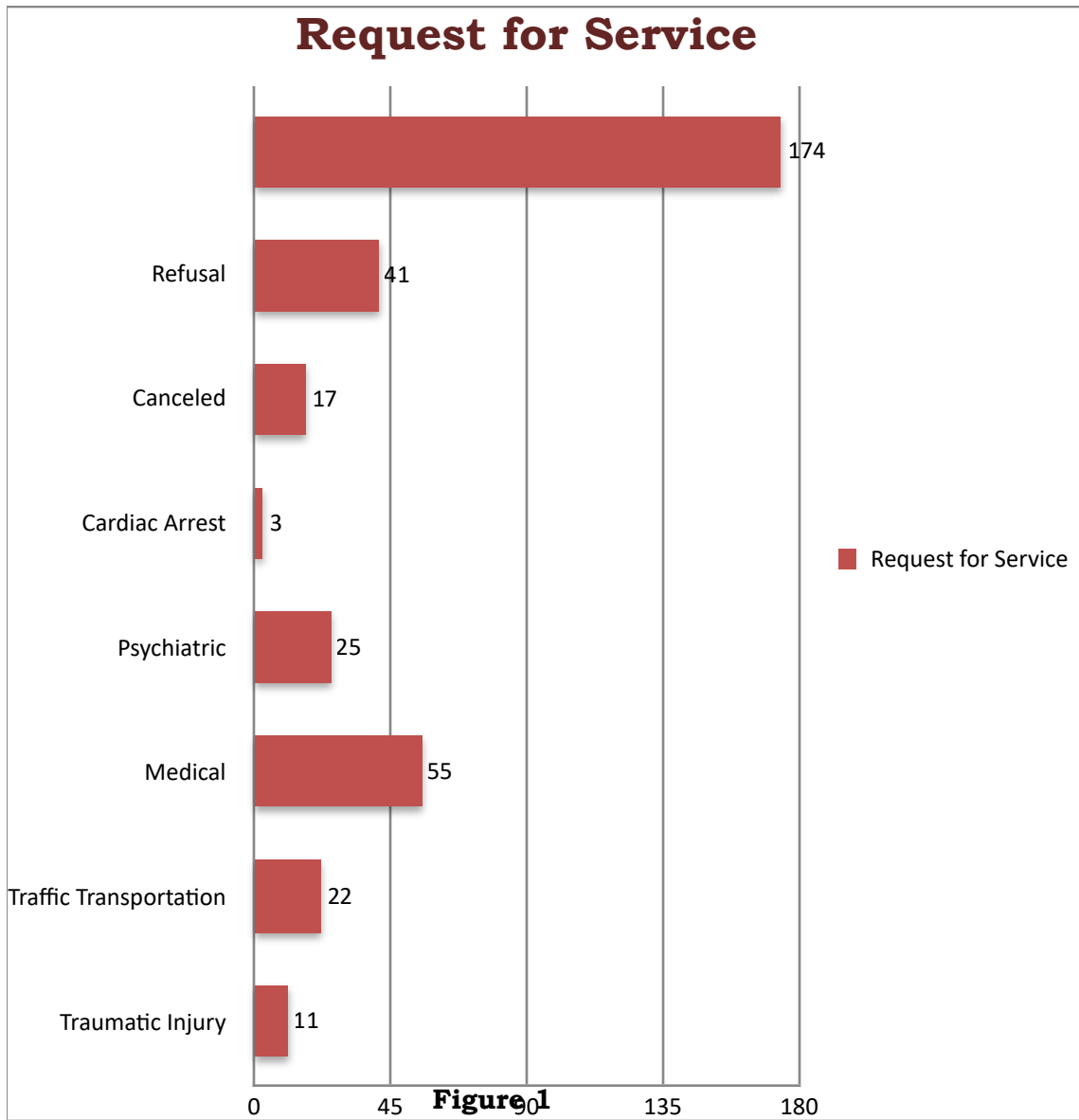


Total Calls by Year:

The “Total Calls by Year” has varied year by year; statistical data for the Year 2013 that identifies the number of calls in the ECCAD was not located. The number of calls increased from 2023 (163) to 2024 (174) which reflects an increase of 9.36% (Figure 1). The total calls for the Excelsior Springs Fire Department overall has shown a stable pattern. These stats are for June 1, 2023 – April 30, 2024.

Request for Service:

The Excelsior Springs Police Department continues to provide dispatch services including the 9-1-1 answering point and radio communications for Excelsior Springs Fire Department. Request for service in the Eastern Clay County Ambulance District during the summary period was 174. The data below is a break down of the incident after arriving on scene .



Location of Pick-up:

Figure 2 reflects where each patient located within Eastern Clay County Ambulance District who had requested an ambulance was located at the time of the request. The data collected shows that 80% of the requests were located in the home, while 16% of the patients were located along the streets or highway.

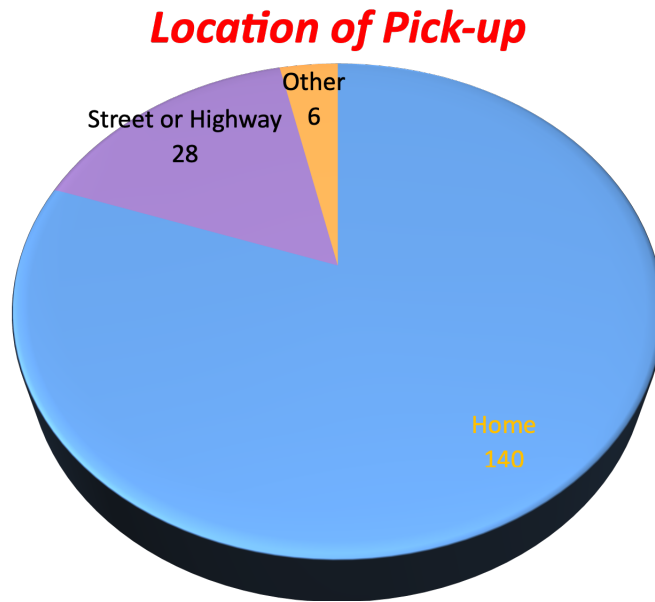


Figure 2

STATE DATA REPORT

<u>Patient Disposition:</u>	<u>Count</u>	<u>Percent</u>
Fire Department transport to Emergency Care Facility (ECF)	110	64.9%
Dead at Scene	3	1.7%
Patient Refusal	41	23.56%
Cancelled	17	9.77%
Stand-by	3	1.7%

Total Patients: 174

Patient Disposition:

At a glance, Figure 3 can be misleading...the results noting that there is a large number of the patient disposition that is “No Transport”. This information is important in that it shows the frequency in which an ambulance responds to the location of a request for service and a patient is not transported. In the Eastern Clay County Ambulance District there is a significant number of the request for service that are located along the “Streets or Highways”, indicating multiple patients and perhaps not the necessary need for transport. Typically, when law enforcement is notified of a Motor Vehicle Collision, they do not necessarily know if there are any injuries so EMS is dispatched along with a fire response in the event that extrication is needed. While that is a positive action from a patient care stand-point, it does increase the cost associated with providing ambulance service.

As you can see in Figure 3, Liberty Hospital continues to be the primary disposition for a good majority of the citizens of Eastern Clay County Ambulance District that requires transport by ambulance.

Patient Disposition

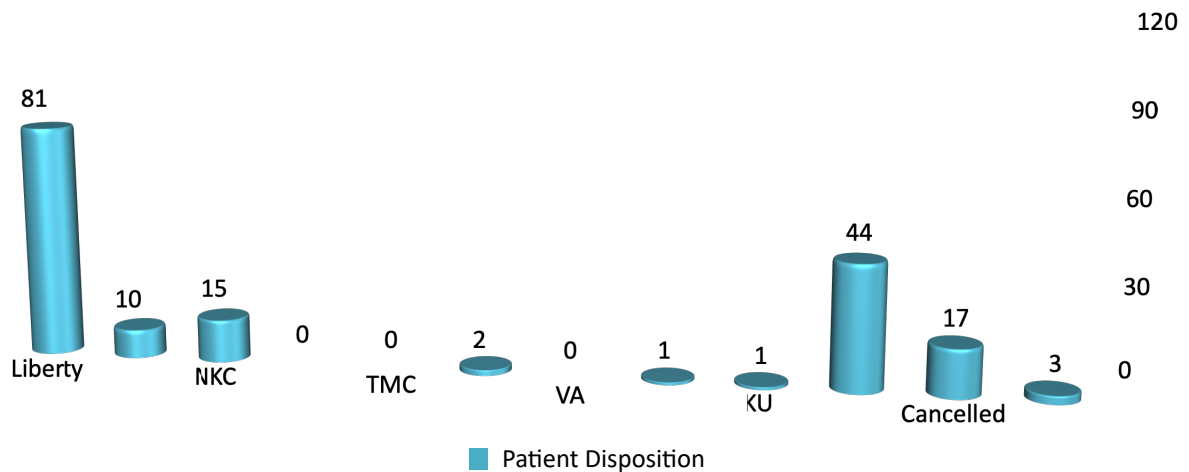


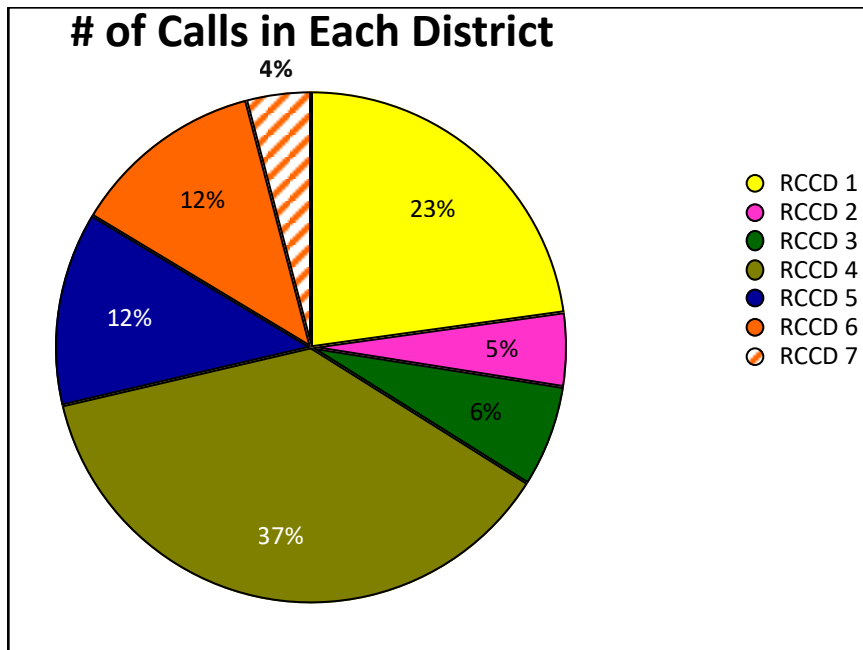
Figure 3

Average Response Time

Average Response Time.....11 minutes, 55seconds

Median Response Time.....10 minutes, 53 seconds

90th Percentile.....21 minutes, 00 seconds



Each call is broken down into the district to which it was called. This enables you to see which District is the busiest. District #4 and District #1 were the busiest Districts.

Costs and Reimbursements:

For the Contract Year (CY) 2024, the cost to the Fire Department to provide services to the E.C.C.A.D. was \$154,246.00. The (CY) 2025 contractual agreement between the Excelsior Springs Fire Department and the Eastern Clay County Ambulance District sets the compensation to the ESFD to be \$162,999.70 a 9.46% increase. The 9.46% increase (\$8,753.70) is consistent with the increased cost of operations that the City of Excelsior Springs incurred for ambulance services in the past twelve months. This year, the City will accept \$115,000.00 for services from ECCAD as their tax levy will not support the full amount of the contract.

With ever changing Medicare Fee Schedule, declining Medicaid coverage, and realignment of benefits paid by commercial insurances, and the continual state of the economy causes the ESFD reimbursements to be low. However, we have continued to provide the same level of service to the Eastern Clay County Ambulance District.

Into the Future:

The Excelsior Springs Fire Department is honored and proud of the level of service that we provide to the Eastern Clay County Ambulance District. We hope to continue that service and partnership that has developed over the years. We are continually training, equipping, and improving our quality of staffing.

The Excelsior Springs Fire Department, its staff, paramedics, and EMTs, look forward to continue building the relationship that has endured these many years. We have and always will be ready to assist the residents of the Eastern Clay County Ambulance District as effectively and efficiently as possible.

Joe Maddick

Fire Chief

Excelsior Springs Fire Department

