

TO: Mayor and City Council

FROM: Tim Malchow, EMS Chief

SUBJECT: Ambulance Collections

DATE: September 7, 2021

BACKGROUND

The Cannon Falls Ambulance is supported by the revenue that it generates on ambulance calls. This revenue is key to the ongoing operations of the service. After an ambulance call often times there is a fee charged for the service provided. Our billing company, Trans-medic bills the patient and works with the patient's insurance company to attempt to obtain money for the bill. When patients' do not pay or work with the billing company, then a collection agency is needed to help collect the outstanding balance.

Currently, the ambulance uses Wakefield and Associates in Aurora, Colorado. Wakefield and Associates charge 35% to collect on first placement accounts that do not require legal action and 50% if the accounts require a second placement or legal action. If the City is willing to sign a new agreement with Wakefield and Associates, they are willing to reduce the first placement accounts to 28% and 50% on second placement or legal action.

American Accounts and Advisers, Inc., located in Cottage Grove, Minnesota and has an established relationship with Trans-medic and several other ambulance services within Minnesota. American Accounts and Advisers, Inc. specializes in healthcare collections and have good track record for collecting money. Checking references with other ambulance services in Minnesota, American Accounts and Advisers, Inc. come highly recommended. American Accounts and Advisers, Inc. charges 18% on regular first placement accounts and 40% on second placement or legal action accounts.

Ms. Schwarzhoff from Hoff Barry, PA has reviewed the agreements and advised that the agreements are able to be approved by the City Council.

REQUESTED COUNCIL ACTION

Request a motion to approve the agreements with American Accounts and Advisers, Inc. and terminate using Wakefield & Associates for collections.

**American Accounts & Advisers/ City of Cannon Falls
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is made effective this 08/20/2021 between City of Cannon Falls, located at 320 Hoffman St West Cannon Falls, MN 55009 and American Accounts & Advisers, Inc "AAA" 7460 80th St S. Cottage Grove, MN 55016.

RECITALS;

A. The City of Cannon Falls "COVERED ENTITY" and AAA "BUSINESS ASSOCIATE" have one or more contractual relationships pursuant to which BUSINESS ASSOCIATE performs services for or on behalf of COVERED ENTITY, which may involve the disclosure to BUSINESS ASSOCIATE by, or the creation by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY of Protected Health Information.

B. COVERED ENTITY and BUSINESS ASSOCIATE have legal obligations to ensure the confidentiality and security of Protected Health Information, including without limitation an obligation to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164), as may be amended from time to time ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, together with any rules, interpretations and guidance issued there-under, as may be amended from time to time ("the HITECH Act").

C. It is for the purpose of fulfilling the obligations of COVERED ENTITY and BUSINESS ASSOCIATE with respect to Protected Health Information that the parties enter into this BUSINESS ASSOCIATE Agreement.

Agreement

1. Applicability; Inconsistencies.

a. This agreement applies to all present and future contracts and Relationships between BUSINESS ASSOCIATE and COVERED ENTITY, whether written or unwritten, formal or informal, pursuant to which BUSINESS ASSOCIATE has access to any Protected Health Information in any form whatsoever. As of the effective date shown above, this agreement amends all existing agreements between BUSINESS ASSOCIATE and COVERED ENTITY involving BUSINESS ASSOCIATE's access to COVERED ENTITY's Protected Health Information. This agreement also shall automatically be incorporated into all subsequent agreements between BUSINESS ASSOCIATE and COVERED ENTITY involving BUSINESS ASSOCIATE's access to Protected Health Information, whether or not this agreement is specifically referred to therein. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of any other agreement between BUSINESS ASSOCIATE and COVERED ENTITY, the provisions of this agreement shall control unless COVERED ENTITY specifically agrees to the contrary in writing.

2. Definitions.

a. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.

b. "BUSINESS ASSOCIATE" shall have the same meaning as the term "BUSINESS ASSOCIATE" in 45 CFR 160.103.

c. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR 164.501.

- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- i. "Security Incident" shall have the same meaning as "security incident" in 45 CFR 164.304.
- j. "Security Rule" shall mean the Security Standards at 45 CFR Part 164.
- k. "Standard Transaction" shall have the same meaning as set forth in 45 CFR 162.103.
- l. "Transaction Standard Rule" shall mean the Standards for Electronic Transactions set forth in 45 CFR Part 160 and Part 162.
- m. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR 164.402, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.
- n. Terms used but not otherwise defined in this agreement shall have the same meaning as those terms have when used in the Privacy Rule, the Security Rule, the Transaction Standard Rule, and HIPAA regulations governing transaction codes, when such rules and regulations become final, and as those rules and regulations may be amended from time to time.

3. Obligations and Activities of BUSINESS ASSOCIATE.

- a. BUSINESS ASSOCIATE acknowledges that any Protected Health Information given to it by or created by it on behalf of COVERED ENTITY to allow it to perform services for or functions on behalf of COVERED ENTITY is owned solely by COVERED ENTITY. BUSINESS ASSOCIATE will seek from COVERED ENTITY only the minimum Protected Health Information necessary, and will not use or further disclose Protected Health Information other than as permitted or required to carry out its obligations under its agreement(s) with COVERED ENTITY, or as required by law. BUSINESS ASSOCIATE will require its employees, subcontractors and agents to maintain the same level of confidentiality of Protected Health Information.
- b. BUSINESS ASSOCIATE will comply with the requirements of HIPAA and the HITECH Act that it use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in this agreement.
- c. BUSINESS ASSOCIATE will comply with the requirements of HIPAA, including the HIPAA Security and Privacy Rule and the HITECH Act, that it implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of COVERED ENTITY.

d. As required of it by HIPAA and the HITECH Act, BUSINESS ASSOCIATE will not allow any subcontractor to create, receive, maintain or transmit Protected Health Information without a written agreement requiring the subcontractor to comply with the provisions of HIPAA and the HITECH Act applicable to BUSINESS ASSOCIATE and requiring the subcontractor to agree to the same restrictions, conditions, and requirements that apply to the BUSINESS ASSOCIATE with respect to such information.

e. BUSINESS ASSOCIATE will report to COVERED ENTITY any Security Incident of which it becomes aware. It will notify COVERED ENTITY of any Breach relating to Unsecured Protected Health Information, which notice shall be in compliance with the requirements of the HITECH Act and shall be given to COVERED ENTITY, no later than seven (7) days after its discovery by BUSINESS ASSOCIATE; and such notice shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, breached, and any other available information that COVERED ENTITY may be required to include in its notification to the Individual. If BUSINESS ASSOCIATE learns subsequent to its initial notification to COVERED ENTITY of any additional information that COVERED ENTITY may need for its required notification to individuals, BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY of such information as it becomes available. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY to support the provision of required notices in a timely manner.

In any event, BUSINESS ASSOCIATE shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

f. BUSINESS ASSOCIATE will, within seven (7) days of discovery, report to COVERED ENTITY any use or disclosure of the Protected Health Information not provided for by this agreement.

g. BUSINESS ASSOCIATE will mitigate, to the extent practicable, and will fully cooperate with COVERED ENTITY in any attempt to cure, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Protected Health Information by BUSINESS ASSOCIATE in violation of the requirements of this agreement.

h. BUSINESS ASSOCIATE will provide access, within seven (7) days, to Protected Health Information in a Designated Record Set, either to COVERED ENTITY or, as directed by COVERED ENTITY, to an Individual in order to meet the requirements of 45 CFR 164.524.

i. Within ten (10) days of being directed by COVERED ENTITY and in the manner designated by COVERED ENTITY, BUSINESS ASSOCIATE will make any amendment(s) to Protected Health Information in a Designated Record Set agreed to by COVERED ENTITY at the request of an Individual pursuant to 45 CFR 164.526.

j. BUSINESS ASSOCIATE will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, available to COVERED ENTITY or to the Secretary, within seven (7) days of COVERED ENTITY's request or in a time and manner designated by the Secretary, for purposes of the Secretary's determination of compliance with HIPAA and the HITECH Act by COVERED ENTITY and/or BUSINESS ASSOCIATE.

k. BUSINESS ASSOCIATE will provide to COVERED ENTITY or an Individual, within ten (10) days of COVERED ENTITY's request, information to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

1. BUSINESS ASSOCIATE will comply with all applicable federal and state laws and regulations and will not commit any act or omission that would cause COVERED ENTITY's non-compliance with applicable federal or state laws or regulations. Specifically, BUSINESS ASSOCIATE will comply with all provisions of HIPAA and the HITECH Act applicable to BUSINESS ASSOCIATE. To the extent BUSINESS ASSOCIATE is to carry out an obligation of COVERED ENTITY under the Privacy Rule, it will comply with all the requirements of the Privacy Rule that apply to COVERED ENTITY.

m. Upon termination for any reason of any agreement or arrangement with COVERED ENTITY covered by the terms of section 1 of this agreement, BUSINESS ASSOCIATE will promptly return or destroy all Protected Health Information received from COVERED ENTITY, or created or received on behalf of COVERED ENTITY, for purposes of such agreement, unless continued possession of such Protected Health Information is necessary for BUSINESS ASSOCIATE's performance of obligations under another agreement with COVERED ENTITY. BUSINESS ASSOCIATE shall retain no copy of the Protected Health Information. In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE will notify COVERED ENTITY of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, BUSINESS ASSOCIATE will extend the protections of this agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information, which shall in no event be longer than the period during which return or destruction is infeasible. This provision shall apply also to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE.

n. In the event that BUSINESS ASSOCIATE is served with any subpoena, discovery request, or administrative or judicial order or request for access to Protected Health Information, BUSINESS ASSOCIATE will promptly inform COVERED ENTITY and provide COVERED ENTITY with a copy of any response to such subpoena, order or request.

o. In the event that BUSINESS ASSOCIATE is requested by any Individual to disclose to third parties Protected Health Information which BUSINESS ASSOCIATE possesses in its capacity as BUSINESS ASSOCIATE to COVERED ENTITY, BUSINESS ASSOCIATE shall release such information to third parties as required by law or upon notification by COVERED ENTITY that COVERED ENTITY has received a valid authorization from such Individual for the requested release.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Except as otherwise limited in this agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services identified in its agreement(s) with COVERED ENTITY for or on behalf of COVERED ENTITY, provided that such use or disclosure would not violate the Privacy Rule if done by COVERED ENTITY.

b. Except as otherwise limited in this agreement, BUSINESS ASSOCIATE may use Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities.

c. Except as otherwise limited in this agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e) (2) (i) (B).

5. Obligations of COVERED ENTITY.

- a. If required by the arrangement(s) between them, COVERED ENTITY will provide BUSINESS ASSOCIATE with its Notice of Privacy Practices that it produces in accordance with 45 CFR 164.520, as well as with notice of any changes to that notice.
- b. COVERED ENTITY will notify BUSINESS ASSOCIATE in writing of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect BUSINESS ASSOCIATE's permitted or required use or disclosure.
- c. COVERED ENTITY will notify BUSINESS ASSOCIATE in writing of any restriction on the use or disclosure of Protected Health Information to which COVERED ENTITY has agreed in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's permitted or required use or disclosure.
- d. COVERED ENTITY will not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COVERED ENTITY, except to the extent that BUSINESS ASSOCIATE may be permitted by the terms of this agreement to engage in Data Aggregation or to use Protected Health Information for its own management and administrative activities.

6. Term and Termination.

- a. The term of this agreement shall begin on the effective date stated above and shall continue for as long as and whenever BUSINESS ASSOCIATE or any of its contractors or agents is in possession of or able to access Protected Health Information.
- b. Notwithstanding any term of any agreement between the parties to the contrary, upon either party's knowledge of a material breach by the other party, the non-breaching party may, at its discretion, immediately terminate any agreement between the parties involving the use of Protected Health Information (except those provisions which survive termination), or provide an opportunity for the breaching party to cure the breach or end the violation, within a time specified by non-breaching party. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

7. Indemnification.

- a. Notwithstanding any provision to the contrary or by way of limitation in any agreement between BUSINESS ASSOCIATE and COVERED ENTITY, each party shall be responsible for any breach of this agreement by its agents, representatives, or employees, and shall defend, fully indemnify, and hold the non-breaching party harmless from all damages, costs, expenses and fees (including attorneys' fees) resulting from such breach.

8. Miscellaneous.

- a. Equitable Remedies. The parties agree that COVERED ENTITY may not have an adequate remedy at law for any breach or threatened breach by BUSINESS ASSOCIATE of the terms of this agreement, and that therefore COVERED ENTITY may seek to enforce this agreement in equity in any manner, including but not limited to an action for specific performance, temporary restraining order and/or injunction. COVERED ENTITY's right to such equitable remedies shall be in addition to all other rights and remedies which it may have, including the right to damages.

b. No Third-Party Beneficiary. Except as otherwise explicitly stated herein, nothing in this agreement is intended, nor shall be construed, to create any right in any third party.

c. Regulatory Reference. A reference in this agreement to a section in the HIPAA Privacy Rule, Security Rule or Transaction Standard Rule means the section as in effect or as amended.

d. Amendment. The parties agree to take such action as is necessary to amend this agreement from time to time to allow COVERED ENTITY or BUSINESS ASSOCIATE to comply with the requirements of HIPAA and HITECH. This agreement may not be amended, altered or modified except by written agreement signed by BUSINESS ASSOCIATE and COVERED ENTITY. No provision of this agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

e. Interpretation. Any ambiguity in this agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and HITECH.

f. Notices. All notices required or permitted to be given under this agreement must be given in writing and shall be delivered by hand or sent by certified mail or courier service, return receipt requested. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by mail or courier service.

g. Severability. In the event that any provision of this agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this agreement.

h. Applicable Law. This agreement will be governed by and construed in accordance with the laws of the State of Minnesota, or any superseding federal law.

i. Superseding Agreement. This agreement supersedes any previous business associate agreement between the parties.

j. Electronic Signature. This Agreement may be executed and delivered by facsimile or other electronic signature by one party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

k. No Assumption of Obligations or Control. Nothing in this agreement shall be interpreted or construed as in any way relieving BUSINESS ASSOCIATE of its independent obligation to comply with the requirements imposed on BUSINESS ASSOCIATE under HIPAA, the HITECH Act, or any other provision of law. BUSINESS ASSOCIATE acknowledges and agrees that COVERED ENTITY has not assumed performance of or control over any of BUSINESS ASSOCIATE's obligations for any purpose whatsoever, including, but not limited to, BUSINESS ASSOCIATE's breach notification obligations.

APPROVED AND ACCEPTED BY:

COVERED ENTITY- City of Cannon Falls

Signature

Date

Title

Print

Signature

Title

BUSINESS ASSOCIATE - AMERICAN ACCOUNTS & ADVISERS, INC.

Jeff Sobolik
Signature

08/20/21
Date

Jeff Sobolik
Print

VP Sales & Marketing
Title

COLLECTION SERVICES/ HOLD HARMLESS AGREEMENT

AMERICAN ACCOUNTS & ADVISERS, INC. (AAA) is duly Licensed and Bonded as a collection agency in the state of Minnesota with its principal place of business located at 7460 80th St S. Cottage Grove MN 55016 & The City of Cannon Falls located at 320 Hoffman St West Cannon Falls MN 55009

1. **Nature of Agreement:** AAA will engage in the collection of accounts identified by the City of Cannon Falls (CLIENT), according to the terms set forth below. AAA shall proceed with these efforts in a lawful manner including without limiting the general nature of the term, that such efforts shall not in any fashion cause a breach of peace. CLIENT provides its assurance that to the best of its knowledge, the information furnished to AAA regarding the identity of an Account, the balance thereof and the reasons therefore, and the payments and credits due CLIENT are true and correct.
2. **Duties and Responsibilities:**
 - a. AAA shall use only legitimate collection efforts, as permitted by local, state and federal laws, pertaining to the "Fair Debt Collection Practices Act" (FDCPA) rules, regulations and laws.
 - b. AAA shall maintain accurate records, satisfactory to CLIENT, showing original balances, payments, any court, attorney or additions to Account balances, and AAA commissions for all Accounts. AAA's records shall be available for inspection by CLIENT at any time;
 - c. AAA hereby grants to CLIENT permission for employees authorized by CLIENT to enter AAA's premises for the purpose of reviewing such CLIENT records and making extracts there from or copies thereof.
 - d. All records/account information provided to AAA is to be used for the sole purpose of the collection of said dollars owed. This information cannot be discussed with anyone other than the patient/responsible party and AAA or CLIENT.
 - e. AAA is authorized to receive payments by cash, check or money order or any other negotiable instrument and is authorized to endorse the same. AAA will remit all monies received, less commission, in statement form, by the 10th of the following month for all previous month's collections.
 - f. AAA will not pursue legal recourse against any of CLIENT'S accounts without express prior authorization.
 - g. CLIENT will provide AAA all necessary records and account information for the assigned accounts in order to facilitate its efforts under this agreement.
 - h. CLIENT will promptly notify AAA of any payments directly received by CLIENT for accounts assigned to AAA for collection efforts.
3. **Billing and Payment**
 - a. AAA will receive the following commission rates for accounts assigned to it: **18%** regular first placements, **40%** for Legal. These commission rates will be applied to payments received after any account is assigned to AAA and not returned to CLIENT.
 - b. AAA will invoice CLIENT monthly for any direct commissions at the end of the disbursement period and/or when CLIENT receives monthly statement. A disbursement period is defined in monthly increments.
 - c. Any payments made directly to CLIENT will be promptly reported to AAA and will be included in the monthly report for reimbursement/payment to AAA.
 - d. CLIENT will provide payment to AAA on invoices on a net 30 days basis.

4. **Term and Termination:** This agreement shall become effective on the last date signed below and shall run continuous until either party terminates. AAA and Client will have the right to terminate the agreement as follows:

Either party may terminate this agreement, for any cause or no cause by providing the other party written notice of termination.

5. **Indemnification:** AAA, hereby agrees to protect, defend and indemnify CLIENT, its officers, employees and members against, and to hold them harmless from any and all damages, liabilities and court costs, including attorney's fees, resulting from or based upon any or all acts or omissions of AAA, its agents, officers, or employees in handling or collecting said Accounts or performance of any obligation under this agreement.
6. **Confidentiality/Protected Health Information:** AAA acknowledges and understands that CLIENT is a provider of ambulance services. AAA acknowledges that the accounts for which they will be undertaking collections efforts may contain Protected Health Information (PHI) and Personally Identifiable Information (PII) as defined State and federal laws including but not limited to: the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 and 164), as may be modified or amended from time to time ("HIPAA") as well as any applicable state law. Attached and incorporated with this agreement is a Business Associate Agreement, further describing the responsibilities of the parties with regard to protected health data.
7. **Assignment or Subcontract.** AAA shall not subcontract any part of the collection; nor may AAA assign this agreement, or any interest arising herein, without the prior written consent of the CLIENT.
8. **Audit Disclosure.** Pursuant to Minn. Stat. 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of AAA or other parties relevant to this agreement are subject to examination by the CLIENT and either the Legislative Auditor or the State Auditor for a period of six years after the effective date of this agreement.
9. **Data Practices.** This agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 ("Data Practices Act"). All government data, as defined in the Data Practices Act, which is created, collected, received, stored, used, maintained, or disseminated by AAA in performing any of the functions of the CLIENT during performance of this agreement is subject to the requirements of the Data Practice Act and AAA shall comply with those requirements as if it were a government entity.
10. **Non-Discrimination.** During the performance of this agreement, AAA shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. AAA further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
11. **Conflicts.** No salaried officer or employee of the City and no member of the Council, or Commission, or Board of the City shall have a financial interest, direct or indirect, in this agreement. The violation of this provision renders this agreement void.
12. **Governing Law.** This agreement shall be controlled by the laws of the State of Minnesota. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall be only in the courts of Goodhue County, Minnesota or the federal courts for the United States for the District of Minnesota.
13. **Entire Agreement.** The entire agreement of the parties is contained herein. This agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

City of Cannon Falls

Print Name

Jeffrey Sobolik

Title

VP Sales & Marketing

Authorized Signature

Jeff Sobolik

Authorized Signature

Date

Date: 08/20/21