

Res 29

CONTRACT COVERSHEET**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: <u>12373</u>																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%; text-align: left;">Contract</th> <th style="width:40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width:30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">POS</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Co Lessee</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Other:</td> <td style="text-align: center;">☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lessee	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
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☒	Intergovernmental	☐																												
☐	Purchase of Property	☐																												
☐	Property Sale	☐																												
☐	Other:	☐																												
2. This contract is discretionary ☐ YES ☒ NO																														
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																														
4. Amount of Contract or Addendum \$0.00																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
6. Vendor or Funding Source: Middleton Emergency Medical Services																														
7. MUNIS Vendor Code: 1386																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☒ NO Will require on-going or matching funds? ☐ YES ☒ NO																														
10. Are funds included in the budget? ☐ YES ☒ NO																														
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval <u>Charles A. Tubbs Sr.</u>																														

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>mg</u> Received	_____	<u>5-4-15</u>	_____
<u>at</u> Controller	_____	_____	<u>5/5/15</u>
<u>at</u> Corporation Counsel	_____	<u>5/6/15</u>	<u>5/6/15</u>
<u>at</u> Risk Management	_____	<u>5/5/15</u>	<u>5/5/15</u>
<u>at</u> ADA Coordinator	_____	<u>5/5/15</u>	<u>5/5/15</u>
<u>cn</u> Purchasing Agent	_____	<u>5/6/15</u>	<u>5/6/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
Middleton EMS 2020 Parmenter St Middleton, WI 53562
Contact Person
Steven Wunsch
Phone No.
608-827-1041
E-mail Address
swunsch@ci.middleton.wi.us

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u>	Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u>	Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u>	<u>Madison, WI 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 05/01/2015

Signed: Charles a Tubbs Sr.

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. _____
Approvals: _____
Corp. Counsel / Risk Mgr / Contract Comp
Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Middleton Emergency Medical Service ("Provider"), 2020 Parmenter Street, Middleton, Wisconsin 53562.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers without unanimous consent of the ALS Steering Committee and unless it can be done without compromising the efficiency of the program and under conditions determined by the ALS Steering Committee. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction viva radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advance Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

amendment, deletion, addition, or modification of policies existing at the inception of this Agreement shall not be effective as against a party's obligations under this paragraph unless approved by the other party in writing. If the Provider does not have a non-discrimination or affirmative action policy, the County's policies shall control.

Duties of the County:

9. Provide Centralized Support Services. The County shall provide centralized support services for regional EMS providers in order to maintain and support a quality Regional EMS System. The County's centralized support services may include professional and technical assistance; EMS training and continuing education; EMS quality assurance and utilization review programs; loss control; EMS disaster planning and exercising; County program medical director services; medical control coordination; Hepatitis B immunization; critical incident stress debriefing; and assistance in compliance with the provisions of this Agreement.

10. Provide for Automatic Aid. The County shall require any EMS district or community, which has entered into an Intergovernmental Agreement with the County, to respond to any request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions from said list. [See Appendix D].

11. Submit Operational Plan. The County and the Provider shall submit to the State of Wisconsin, Department of Health and Family Services, an Operational Plan as identified in the Wisconsin Administrative Code. This Operational Plan will reflect information submitted by all contracted ambulance service providers. The Operational Plan will be reviewed and updated (if needed) on an annual basis.

12. Comply with Medical Guidance, Standards, and Protocols. The County and the Provider shall comply with all medical protocols and training standards established and agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

13. Provide Medical Quality Assurance and Utilization Review Procedures. The County shall support and assist in medical quality assurance through training and outcome data collection.

14. Provide Centralized EMS Communications and Dispatch Services. Through the County's Public Safety Communications Center, the County shall provide a centralized dispatch system to coordinate the provision of emergency medical services. The Provider shall utilize the centralized dispatch system and operate all communications equipment in accordance with the standards, specifications, and operating procedures as developed and approved by the Dane County Public Safety Communications Center Board. This will include Automatic Vehicle Locator (AVL) equipment at the Provider's expense.

15. Paging Services. The County shall provide communications paging services through the County's Public Safety Communications Center and, shall provide standards and operating procedures as developed and approved by the Dane County Public Safety Communications Center Board.

16. Provide Standby Ambulance. The County shall provide a fully equipped standby ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec. Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop an Emergency Support Function – Annex. 8, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2.44D dated November 5, 1999.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
270 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
271 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
272

273 **27. Maintain Service Contract.** The Provider shall maintain a service contract with the
274 manufacturer, a manufacturer authorized service center, or other certified contractor to
275 perform maintenance on the Provider's equipment. Such contract may include provision for
276 the service contractor to supply a loaner defibrillator(s) and accessory equipment of identical
277 make and model within twenty-four (24) hours of the failure of such equipment.
278

279 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
280 services available at all times for sick, disabled, and injured persons within the municipalities
281 or portions of municipalities specified in Appendix B of this Agreement.
282

283 Patients shall be transported to the nearest categorized hospital or emergency facility, unless
284 the ambulance crew chief is otherwise directed by the On-line Medical Control Physician at that
285 hospital or emergency facility, by the patient, by the patient's parent or legal guardian, by the
286 Dane County Public Safety Communications Center, or by the patient's physician, to transport
287 to another categorized hospital or emergency facility.
288

289 **29. Provide EMS District First Response Program.** The Provider may maintain an
290 organized First Response Program in support of its ambulance service. The Provider shall
291 submit a written plan to the County EMS office for review.
292

293 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
294 Director, subject to the approval of the Dane County Emergency Medical Services
295 Commission through the Dane County Medical Advisory Subcommittee.
296

297 **31. Maintain Management Functions.** The Provider shall appoint one or more
298 supervisory personnel to oversee and carry out the following EMS management functions:
299

300 A. Supervise the day-to-day EMS operations of the Provider.
301

- 302 B. Ensure that the Provider operates in full compliance with the County EMS agreement
303 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
304 governing licensed ambulance service providers.
305
- 306 C. Coordinate all EMS training activities of the Provider through a Training Director or
307 designee who meets the minimal qualifications as outlined in the Dane County
308 District Director Handbook.
309
- 310 D. Coordinate all Infection Control assignments by a designated Infectious Control
311 Officer or designee who meets the minimal qualifications as outlined in the Dane
312 County District Director Handbook.
313
- 314 E. Provide a copy of the Providers supervisory position description(s), names of
315 incumbents, and a schedule of the chain of command shall be provided to the County
316 annually or as changes occur.
317

318 **32. Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain
319 all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full
320 compliance with Wisconsin Statutes and Administrative Code.
321

322 **33. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
323 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
324 any actual or potential claims against or involving the Provider, the Regional Emergency
325 Medical Service, or the County.
326

327 **34. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
328 personnel have and maintain all required licenses and certifications related to the
329 performance of Emergency Medical Services under this Agreement. All personnel
330 performing emergency medical services for Provider shall be credentialed by the Provider as
331 required by Wisconsin Administrative Code Sec. DHC 110.52.
332

333 **35. Background Review of Prospective Provider Employees/Volunteers.** The Provider
334 shall conduct a background review of all prospective employees and volunteers making
335 application to join the Provider. The Provider shall advise all prospective employees and
336 volunteers, in writing, that a background review will be conducted. Provider shall secure
337 written releases from all prospective employees and volunteers authorizing the background
338 review. Prospective employees and volunteers who refuse to sign a release shall not be
339 allowed to participate in the EMS program. At a minimum, the background review shall
340 include a review of convictions, current criminal charges, governmental or regulatory agency
341 determinations of abuse, neglect or misappropriation of property, and a determination
342 whether the prospective employee or volunteer holds a valid license or certificate issued by
343 the State of Wisconsin to perform emergency medical services. If the prospective employee
344 or volunteer holds a valid license or certificate, the review shall also include a determination
345 that no grounds exist under any applicable provision of the Wisconsin Statutes or
346 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
347 the license or certificate. If the prospective employee or volunteer does not hold a certificate
348 or license, or is in training, the background review must be in substantial compliance with the
349 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
350 would be not, for any reason, be eligible to obtain a license or certificate to perform
351 emergency medical services shall not be allowed to participate in the EMS program.
352

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

36. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

37. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances, prescribed and otherwise, for a period of no less than four (4) hours prior to and while scheduled on-duty for all Provider employees/volunteers. Controlled substances shall be defined to include such drugs as enumerated in 49 CFR, Subtitle A, Part 40.21.

38. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

39. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

40. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the County Circuit Court.

41. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

42. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

43. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

402 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
403 agents have executed this Intergovernmental Agreement, effective as of the date by which
404 all parties hereto have affixed their respective signatures, as indicated below.
405

406
407 **FOR COUNTY OF DANE:**

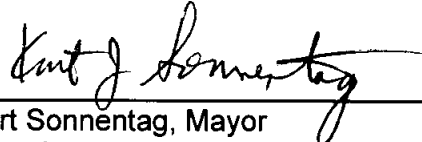
408
409
410 _____
411 Joseph Parisi
412 Dane County Executive
413

414 Date: _____
415

416
417 _____
418 Scott McDonnell
419 Dane County Clerk
420

421 Date: _____
422

FOR MIDDLETON EMS:



Kurt Sonnentag, Mayor
City of Middleton

Date: 4/21/15



Steven Wunsch, EMS Chief
City of Middleton EMS

Date: 4/21/15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the CITY of MIDDLETON EMS;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the City of Middleton and within the town limits of the Town of Middleton and parts of the Town of Springfield and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Springfield included within this District is the following territory, to-wit:

Sections 25, 26, 27, 28, 34, 35, and 36.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	SAW
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12350	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number ☐ POS ☐ Co Lessee ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other: ☐ ☐ ☐ ☐ ☐ ☐	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>			
4. Amount of Contract or Addendum \$0.00			
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.			
6. Vendor or Funding Source: <u>Arena EMS</u>			
7. MUNIS Vendor Code: <u>14432</u>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 029</u>			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <u>Charles A. Tubbs Sr.</u>			

CONTRACT REVIEW/APPROVALS**VENDOR**

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>4-28-15</u>	_____
<u>AS</u> Controller	_____	_____	<u>4/29/15</u>
<u>JD</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>JA</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>AN</u> ADA Coordinator	_____	_____	_____
_____ Purchasing Agent	_____	_____	<u>4/29/15</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Arena EMS 111 David Circle Arena, WI 53503	
Contact Person Courtney Norton	
Phone No. 608-753-2335	
E-mail Address courtney.norton@charter.net	

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u>		Dept.: <u>Emergency Management</u>	
Phone: <u>608-267-1591</u>		Mail Address: <u>115 W. Doty Street Room 2107</u>	
E-mail: <u>tubbs.charles@countyofdane.com</u>		Madison, WI 53703	

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Charles a. Tubbs Sr.Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

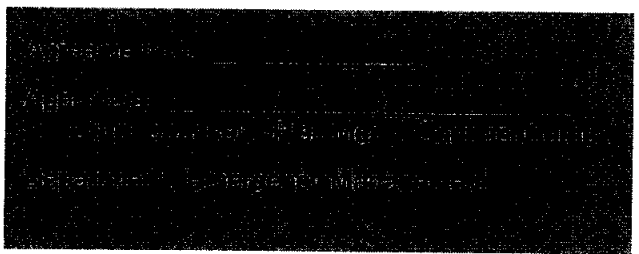
2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Arena Emergency Medical Service ("Provider"), 111 David Circle, Arena, Wisconsin 53503.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support (ALS) ambulance on those calls determined by Priority Medical Dispatch and

50 agreed upon by the local BLS service provider, to fall within the currently adopted
51 list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.
52

- 53 B. Provider will not solicit and/or enter into contracts to provide or receive ALS
54 service with municipalities or EMS providers unless it can be done without
55 compromising the efficiency of the ALS program.. Agencies may chose their
56 preferred mode of ALS as set forth in Appendix E. This provision does not apply
57 to the requirement for ALS and BLS providers to execute separate agreements
58 which define the terms for distributing Medicare reimbursements related to the
59 provision of ALS intercepts.
60
- 61 C. Provider shall have a radio system or communication system that can maintain
62 direct links to the Dane County Public Safety Communications Center.
63
- 64 D. Provider will be responsible for maintaining the records relating to the calls to
65 which it has been dispatched regardless of jurisdictional boundaries.
66
- 67 E. Provider will ensure that all assigned personnel maintain all required licenses and
68 certifications related to the performance of Emergency Medical Services under this
69 Agreement.
70

71 **2. Definitions.** For the purposes of this Agreement, the following definitions will be used:
72

73 **Basic Life Support (BLS)** means any municipal non-paramedic Emergency
74 Medical Service provider.
75

76 **Automatic Aid** means the sending of another ambulance into the primary
77 provider's district when the need for an ambulance has been identified and the
78 primary provider is unable to respond, or the need for additional ambulances has
79 been identified.
80

81 **Automatic Aid Codes** means those codes listed in Appendix A.
82

83 **Advanced Life Support (ALS)** means a municipal paramedic-level Emergency
84 Medical Service provider staffed at either the one or two paramedic level.
85

86 **Emergency Medical Service District** means an identified geographic response
87 area with boundaries within the County of Dane as detailed in Appendix B.
88

89 **On-line Medical Control Physician** means a physician from a designated
90 hospital who provides direction via radio or telephone to the Emergency Medical
91 Services providers.
92

93 **Priority Medical Dispatch** means an adopted system of prioritization based on
94 defined medical need.
95

96 **Regional EMS System** means a cooperative effort among the Emergency
97 Medical Service providers within and surrounding the County of Dane.
98

99 **ALS Steering Committee** means a cooperative effort by the Advanced Life
100 Support providers within the County of Dane to provide a coordinated regional
101 approach of delivering Advanced Life Support.
102

103 **Tiered Response** means simultaneous response by an Advanced Life Support
104 ambulance in support of a Basic Life Support ambulance response to the same
105 call or an Advanced EMT ambulance in support of a Basic Life Support
106 ambulance response to the same call.
107

108 **3. Term.** The Intergovernmental Agreement commences on the day following the date
109 when this Agreement has been fully executed by the parties and shall remain in full force and
110 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
111 continue in full force and effect from year to year thereafter, unless at any time at least sixty
112 (60) calendar days before December 31 of any year thereafter, either party furnishes the
113 other with written notice of intent to terminate.
114

115 **4. Amendment.** This Agreement may be amended from time to time by mutual
116 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
117 in writing sixty (60) days prior to that action.
118

119 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
120 all personnel necessary to carry out its obligations under this Agreement. Such personnel
121 shall not be deemed to be employees of the other party nor shall they, or any of them, have
122 or be deemed to have, any direct contractual relationship with the other party. Each party
123 to this Agreement shall determine for itself whether it has adequate staff and resources to
124 meet its obligations under this Agreement. This Agreement does not create any
125 enforceable rights for any party or parties to determine whether any other party's resources
126 are inadequate to meet its obligations under this Agreement.
127

128 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
129 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
130 and representatives and shall be responsible for any losses, claims, and liabilities which are
131 attributable to such acts, errors, or omissions including providing its own defense. In
132 situations of joint liability, each party shall be responsible for the consequences of its own
133 acts, errors, or omissions and those of its employees, agents, boards, commissions,
134 agencies, officers and representatives. It is not the intent of the parties to impose liability
135 beyond that imposed by state statutes.
136

137 The County agrees to purchase a statutorily required Worker's Compensation insurance
138 policy covering any of Provider's volunteers who are considered "employees" under Wis.
139 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
140 Provider with a copy of the policy.
141

142 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
143 reports required by this Agreement shall be deemed delivered as of the date of the
144 postmark if deposited in a United States mailbox, first class postage attached, and
145 addressed to a party's address as set forth above. It shall be the duty of a party changing
146 its address to notify the other of such change in writing within a reasonable time.
147

148 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
149 affirmative action policies and procedures during the term of this Agreement. Any

150 amendment, deletion, addition, or modification of policies existing at the inception of this
151 Agreement shall not be effective as against a party's obligations under this paragraph
152 unless approved by the other party in writing. If the Provider does not have a non-
153 discrimination or affirmative action policy, the County's policies shall control.

154
155 **Duties of the County:**
156

157 **9. Provide Centralized Support Services.** The County shall provide centralized support
158 services for regional EMS providers in order to maintain and support a quality Regional EMS
159 System. The County's centralized support services may include professional and technical
160 assistance; EMS training and continuing education; EMS quality assurance and utilization
161 review programs; loss control; EMS disaster planning and exercising; County program medical
162 director services; medical control coordination; Hepatitis B immunization; critical incident stress
163 debriefing; and assistance in compliance with the provisions of this Agreement.

164
165 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
166 which has entered into an Intergovernmental Agreement with the County, to respond to any
167 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
168 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
169 from said list. [See Appendix D].
170

171 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
172 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
173 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
174 by all contracted ambulance service providers. The Operational Plan will be reviewed and
175 updated (if needed) on an annual basis.
176

177 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
178 Provider shall comply with all medical protocols and training standards established and
179 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
180

181 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
182 County shall support and assist in medical quality assurance through training and outcome
183 data collection.
184

185 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
186 County's Public Safety Communications Center, the County shall provide a centralized
187 dispatch system to coordinate the provision of emergency medical services. The Provider
188 shall utilize the centralized dispatch system and operate all communications equipment in
189 accordance with the standards, specifications, and operating procedures as developed and
190 approved by the Dane County Public Safety Communications Center Board.
191

192
193 **15. Paging Services.** The County shall provide communications paging services through
194 the County's Public Safety Communications Center and, shall provide standards and
195 operating procedures as developed and approved by the Dane County Public Safety
196 Communications Center Board.
197

198 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
199 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
200 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

252
253 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
254 shall provide to the Provider such Advanced Skills training, retraining, and related services as
255 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
256 and Training Directors shall be provided under the direction of the County Medical Director.
257

258 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
259 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
260 and case review under the direction of the County Medical Director. The Provider shall
261 comply with all operational and reporting requirements for Advanced Skills services and shall
262 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
263 Administrative Code and with the procedures enumerated in the Dane County District
264 Director Handbook.
265

266 **Duties of the EMS Provider:**
267

268 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
269 with all Federal, State and Local laws and regulations governing Emergency Medical Services
270 at the Provider's level of State licensure.
271

272 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
273 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
274 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
275

276 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
277 services available at all times for sick, disabled, and injured persons within the municipalities
278 or portions of municipalities specified in Appendix B of this Agreement.
279

280 Patients shall be transported to the most appropriate medical facility per Dane County
281 destination determination protocol.
282

283 **29. Provide EMS District First Response Program.** The Provider may maintain an
284 organized First Response Program in support of its ambulance service. The Provider shall
285 submit a State operational plan to the County EMS office for review.
286

287 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
288 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
289 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
290 updating the County of any changes in contact information.
291

292 **31. Maintain Management Functions.** The Provider shall appoint one or more
293 supervisory personnel to oversee and carry out the following EMS management functions:
294

295 A. Supervise the day-to-day EMS operations of the Provider.
296

297 B. Ensure that the Provider operates in full compliance with the County EMS agreement
298 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
299 governing licensed ambulance service providers.
300

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

402
403
404
405 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
406 agents have executed this Intergovernmental Agreement, effective as of the date by which
407 all parties hereto have affixed their respective signatures, as indicated below.
408

409
410 **FOR COUNTY OF DANE:**

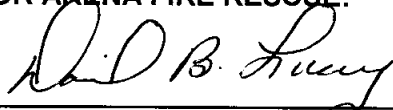
411
412
413
414 _____
415 Joseph Parisi
416 Dane County Executive

417 Date: _____
418
419

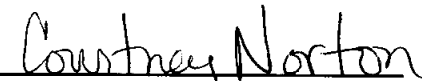
420 _____
421 Scott McDonnell
422 Dane County Clerk

423
424 Date: _____
425

FOR ARENA FIRE RESCUE:

_____ 
_____, President
Arena EMS

Date: 1-27-15

_____ 
Courtney Norton, Director
Arena EMS

Date: 1/23/2015

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

3D1 animal bite, unconscious or arrest
4D1 assault, unconscious or arrest
7D1 burn, unconscious or arrest
8D1 carbon monoxide unconscious or arrest
9D1 ineffective breathing
10D1 chest pain/severe respiratory distress
10D2 chest pain/not alert
12D1 seizure, not breathing
12D2 multiple-continuous/multiple
14D1 drowning, unconscious
15D1 electrocution, unconscious
19D1 heart problems, severe respiratory distress
19D2 heart problems, not alert
23D1 overdose, unconscious
23D2 overdose, severe respiratory distress
27D1 stab/GSW, unconscious/arrest
33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Town & Village of Arena;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Arena and within the town limits of the parts of the Town of Arena and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That the portion of the Town of Arena includes within this District is the following territory, to-wit:

Township 8 North, Range 5 East, Iowa County, Wisconsin.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	CN
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12351	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 8005			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 29			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <i>Charles a Tubbs Sr.</i>			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>Mej</i>	Received	<u>4-28-15</u>	
<i>GA</i>	Controller		<u>4/29/15</u>
<i>MA</i>	Corporation Counsel	<u>5/1/15</u>	<u>5/1/15</u>
<i>JA</i>	Risk Management	<u>4/29/15</u>	<u>5/1/15</u>
<i>DA</i>	ADA Coordinator		<u>4/29/15</u>
	Purchasing Agent		
	County Executive		

VENDOR

Vendor Name & Address	
Blooming Grove Fire Dept. 1880 S Stoughton Rd Madison, WI 53716	
Contact Person	
Glenn Linzmeier	
Phone No.	
608-222-4155	
E-mail Address	
glinzmeier@bloominggrovefire.com	

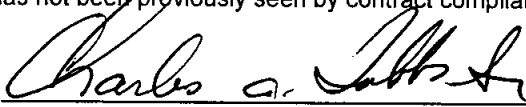
Footnotes:

-
-

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments: _____

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments: _____

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12351

Approval:

County Board / Board of Supervisors / Board of Health

Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Blooming Grove Fire/EMS Department ("Provider"), 1880 S. Stoughton Road, Madison, Wisconsin 53716.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

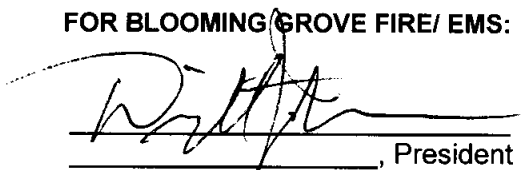
FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

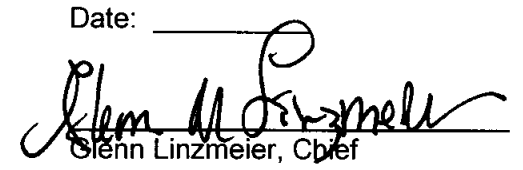
Date: _____

Scott McDonnell
Dane County Clerk
Date: _____

FOR BLOOMING GROVE FIRE/ EMS:


_____, President
Bloomington Fire Department

Date: _____


Glenn Linzmeier, Chief
Bloomington Fire Department
Date: 1-13-2015

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the TOWN of BLOOMING GROVE; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the town limits of the Town of Burke and the Town of Blooming Grove, the geographic area of such District further depicted in a map attached hereto.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

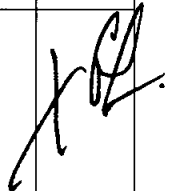
Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12352	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		↓ If Addendum, please include original contract number ↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other: ☐ ☐ ☐ ☐ ☐ ☐	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>			
4. Amount of Contract or Addendum \$0.00			
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.			
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 14438			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <i>Charles A. Tubbs Sr.</i>			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<i>MC</i>	Received		<u>4-28-15</u>	
<i>CA</i>	Controller			<u>4/29/15</u>
<i>CC</i>	Corporation Counsel		<u>5/1/15</u>	<u>5/1/15</u>
<i>RA</i>	Risk Management		<u>4/29/15</u>	<u>5/1/15</u>
<i>AC</i>	ADA Coordinator			
<i>PA</i>	Purchasing Agent			<u>4/29/15</u>
	County Executive			

VENDOR

Vendor Name & Address	
Brooklyn EMS	
P.O. Box 250	
Brooklyn, WI 53521	
Contact Person	
Evelyn Hall	
Phone No.	
608-455-3812	
E-mail Address	
efhall@wisc.edu	

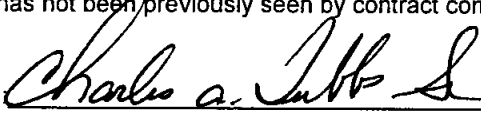
Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u>		Dept.: <u>Emergency Management</u>	
Phone: <u>608-267-1591</u>		Mail Address: <u>115 W. Doty Street Room 2107</u>	
E-mail: <u>tubbs.charles@countyofdane.com</u>		Madison, WI 53703	

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12352
 Approvals: _____
 Corp. Counsel / Risk Mgr. / Contract Comp.
 Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Brooklyn Emergency Medical Service ("Provider"), 401 W. Main St. P.O. Box 250, Brooklyn, Wisconsin 53521.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR BROOKLYN EMS:

Mark O'Brien
_____, President
Brooklyn EMS

Date: 12/15/14

Evelyn Hall
_____, Director
Brooklyn EMS

Date: 12/15/14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Brooklyn Fire & EMS Protection Dist Brooklyn Fire EMS Protection Dist.
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Brooklyn and within the town limits of the parts of the Township of Brooklyn, the Township of Oregon, the Township of Rutland, and the Township of Union and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Township of Brooklyn included within this District is the following territory, to-wit:

All of Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, and 24, the north half of section 7, 25, 26, and 27.

That portion of the Township of Oregon included within this District is the following territory, to-wit:

All of Sections 31, 32, 33, 34, 35, and 36, and the south halves of Sections 25, 26, 27, 28, and 29.

That portion of the Township of Rutland included within this District is the following territory, to-wit:

All of Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and the south half of Sections 19, and 20.

That portion of the Township of Union included within this District is the following territory, to-wit:

All of Sections 4, 5, 6, 7, and the north half of Section 8.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	X zsh

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12353																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%; text-align: left;">Contract</th> <th style="width:40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width:30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td>☐</td> <td>POS</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Co Lesse</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Co Lessor</td> <td>☐</td> </tr> <tr> <td>☒</td> <td>Intergovernmental</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Purchase of Property</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Property Sale</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>Other:</td> <td>☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lesse	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
Contract	If Addendum, please include original contract number	Addendum																												
↓		↓																												
☐	POS	☐																												
☐	Co Lesse	☐																												
☐	Co Lessor	☐																												
☒	Intergovernmental	☐																												
☐	Purchase of Property	☐																												
☐	Property Sale	☐																												
☐	Other:	☐																												
2. This contract is discretionary ☐ YES ☒ NO																														
3. Term of Contract or Addendum: From: 01/01/2014 To: 12/31/2016																														
4. Amount of Contract or Addendum \$0.00																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
6. Vendor or Funding Source:																														
7. MUNIS Vendor Code: 14440																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																														
10. Are funds included in the budget? ☐ YES ☐ NO																														
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. Res 29 If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval <i>Charles Tubbs Sr.</i>																														

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MEJ</i> Received	_____	4-28-15	_____
<i>CA</i> Controller	_____	_____	4/29/15
<i>CA</i> Corporation Counsel	_____	5/1/15	5/1/15
<i>CA</i> Risk Management	_____	4/29/15	5/1/15
<i>CA</i> ADA Coordinator	_____	_____	4/29/15
<i>CA</i> Purchasing Agent	_____	_____	_____
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Cross Plains Area EMS 2027 Park Street Cross Plains, WI 53528
Contact Person J Timothy Hillebrand
Phone No. 608-798-2720
E-mail Address cpemsdirector@charter.net

Footnotes:

1. _____
2. _____

Return To: Name/Title: Charles Tubbs Sr. - Director	Dept.: Emergency Management
Phone: 608-267-1591	Mail Address: 115 W. Doty Street Room 2107
E-mail: tubbs.charles@countyofdane.com	Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12353

Approvals:

Corp. Counsel / Risk Mgr / Contract Comp

Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Cross Plains Area Emergency Medical Service ("Provider"), 2027 Park Street, Cross Plains, Wisconsin 53528.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

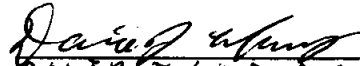
Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

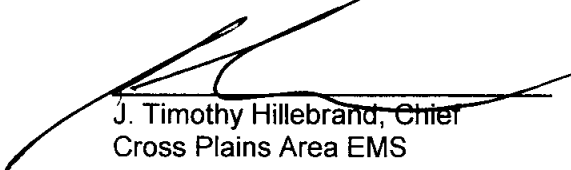
Date: _____

FOR CROSS PLAINS AREA EMS:



DAVID J. LAFOND, President
Cross Plains Area EMS

Date: 2-24-15



J. Timothy Hillebrand, Chief
Cross Plains Area EMS

Date: 2-24-2015

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Cross Plains Area EMS of Dave Luntzberg; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Cross Plains and within the town limits of the parts of the Town of Berry, the Town of Cross Plains, and the Town of Springfield and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Berry included within this District is the following territory, to-wit:

Section 1, 2, SE 1/4 of Section 10, Section 11, 12, 13, 14, 15, E 1/2 of Section 21, Section 22, 23, 24, 25, 26, 27, E 1/2 of Section 28, Section 32, 33, 34, 35, 36.

That the portion of the Town of Cross Plains includes within this District is the following territory, to-wit:

All of Section 1 through 24, both inclusive;
The NE 1/4 and the N 1/2 of the NE 1/4 of the SE 1/4 of Section 29; the N 1/2, the NW 1/4 of the SW 1/4 the N 1/2 of the NE 1/4 of the SW 1/4 and the N 1/2 of the SE 1/4 of Section 28; N1/2, N 3/4 of the SW 1/4, N 1/4 of SE 1/4 of Section 27; NW 1/4, N 1/2 of NW 1/4 of SW 1/4, N 1/2 of NE 1/4 of Section 26; N 1/2 of the NW 1/4, N 1/2 of the SW 1/4 of NW 1/4, NE 1/4, NE 1/4 of Section 25.

That portion of the Town of Springfield included within this District is the following territory, to-wit:

Sections 19, 20, 21, 28, 29, 30, 31, 32, & 33.

Appendix C

INSURANCE COVERAGE PROVIDED BY THE COUNTY OF DANE

The County of Dane agrees to provide the following insurance coverage for the Cross Plains Area Emergency Medical Service volunteers.

Workers Compensation

E.L. Each Accident - \$100,000
E.L. Disease – EA Employee - \$100,000
E.L. Disease – Policy Limit - \$500,000

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12354																					
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;">Contract</td> <td style="width: 50%; border: none;">Addendum</td> </tr> <tr> <td style="border: none;">↓</td> <td style="border: none;">↓</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">If Addendum, please include original contract number</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">POS</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Co Lessee</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Co Lessor</td> </tr> <tr> <td style="border: none;">☒</td> <td style="border: none;">Intergovernmental</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Purchase of Property</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Property Sale</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Other:</td> </tr> </table>		Contract	Addendum	↓	↓	☐	If Addendum, please include original contract number	☐	POS	☐	Co Lessee	☐	Co Lessor	☒	Intergovernmental	☐	Purchase of Property	☐	Property Sale	☐	Other:
Contract	Addendum																						
↓	↓																						
☐	If Addendum, please include original contract number																						
☐	POS																						
☐	Co Lessee																						
☐	Co Lessor																						
☒	Intergovernmental																						
☐	Purchase of Property																						
☐	Property Sale																						
☐	Other:																						
2. This contract is discretionary ☐ YES ☒ NO																							
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																							
4. Amount of Contract or Addendum \$0.00																							
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																							
6. Vendor or Funding Source:																							
7. MUNIS Vendor Code: <u>16521</u>																							
8. Bid/RFP Number:																							
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																							
10. Are funds included in the budget? ☐ YES ☐ NO																							
11. Account No. & Amount, Org. & Obj. _____		Amount \$: _____																					
Account No. & Amount, Org. & Obj. _____		Amount \$: _____																					
Account No. & Amount, Org. & Obj. _____		Amount \$: _____																					
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 29</u>																							
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																							
14. Director's Approval <u>Charles a. Tubbs Sr.</u>																							

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>4-28-15</u>	_____
<u>AD</u> Controller	_____	_____	<u>4/29/15</u>
<u>AS</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>Y</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>a</u> ADA Coordinator	_____	_____	<u>4/29/15</u>
_____ Purchasing Agent	_____	_____	_____
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Deer-Grove EMS 4030 County Hwy N Cottage Grove, WI 53527	
Contact Person Duane Erschen	
Phone No. 608-843-0077	
E-mail Address derschen@deergroveems.com	

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u>		Dept.: <u>Emergency Management</u>	
Phone: <u>608-267-1591</u>		Mail Address: <u>115 W. Doty Street Room 2107</u>	
E-mail: <u>tubbs.charles@countyofdane.com</u>		Madison, WI 53703	

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12354
 Approvals: _____
 Corp. Counsel / Risk Mgr. / Contract Comp.
 Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Deer-Grove Emergency Medical Service ("Provider"), 4030 CTY RD N, Cottage Grove, Wisconsin 53527.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

- 1. Automatic Aid Service.**
 - A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192
193

194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

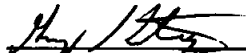
Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR DEER-GROVE EMS:



GREGORY S. KRIEGER, President
Deer-Grove EMS

Date: 12/17/14



Duane Erschen, Director
Deer-Grove EMS

Date: 12/15/14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Deer-Grove EMS of Deer-Grove; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Cottage Grove and the Village of Deerfield and within the town limits of the parts of the Town of Cottage Grove and the Town of Deerfield and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Cottage Grove included within this District is the following territory, to-wit:

That the portion of the Town of Deerfield includes within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	<i>YJL</i> <i>DRS</i>
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12355	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: <u>8466</u>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 29</u>			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <u>Charles A. Tubbs Sr.</u>			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>4-28-15</u>	_____
<u>AK</u> Controller	_____	_____	<u>4/29/15</u>
<u>JB</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>SA</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>AK</u> ADA Coordinator	_____	_____	<u>4/29/15</u>
<u>AK</u> Purchasing Agent	_____	_____	_____
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Deforest FD/EMS 305 E Holum Street Deforest, WI 53532	
Contact Person	
Paul Nelson	
Phone No.	
608-846-4364	
E-mail Address	
pnelson@deforestfire.com	

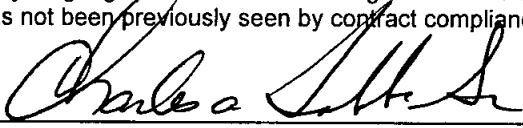
Footnotes:

- _____
- _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u>	Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u>	Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u>	<u>Madison, WI 53703</u>

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12355
Approval: _____
Corp. Counsel/ Risk Mgr./ Contract Comp.
Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the DeForest Fire Department/Emergency Medical Service ("Provider"), 305 E. Holum Street, DeForest, Wisconsin 53532.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
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288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
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293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

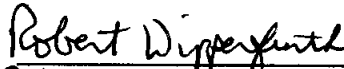
Joseph Parisi
Dane County Executive

Date: _____

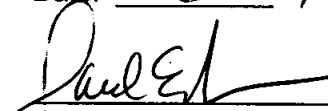
Scott McDonnell
Dane County Clerk

Date: _____

FOR DEFOREST FD/EMS:


~~Robert Wipperfurth~~, President
DeForest FD/EMS

Date: 12-30-14


Paul Nelson, Director
DeForest FD/EMS

Date: 12/18/14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the DeForest Area Fire of EMS District; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of DeForest and within the town limits of the parts of the Town of Hampden (Columbia County), the Town of Leeds (Columbia County), the Town of Vienna, and the Town of Windsor and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Hampden (Columbia County) included within this District is the following territory, to-wit:

Sections 19, 20, 29, 30, and 31.

That portion of the Town of Leeds (Columbia County) included within this District is the following territory, to-wit:

Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

That portion of the Town of Vienna included within this District is the following territory, to-wit:

Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, N 1/2 of 34, N 1/2 and SE 1/4 of 35, and 36.

That portion of the Town of Windsor included within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12356	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 17437			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <i>Charles A. Tubbs Sr.</i>			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<i>MG</i>	Received		<u>4-28-15</u>	
<i>W</i>	Controller			<u>4/29/15</u>
<i>JS</i>	Corporation Counsel		<u>5/1/15</u>	<u>5/1/15</u>
<i>JA</i>	Risk Management		<u>4/29/15</u>	<u>5/1/15</u>
	ADA Coordinator			
<i>W</i>	Purchasing Agent			<u>4/29/15</u>
	County Executive			

VENDOR

Vendor Name & Address	
District One EMS 316 W Commercial St Mazomanie, WI 53560	
Contact Person Jim Wick	
Phone No. 608-795-9860	
E-mail Address mzems1@gmail.com	

Footnotes:

-
-

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12356

Agreement No. 12356
Approvals: _____
Corp. Counsel / Risk Mgr. / Control Comp. _____
Department - Emergency Management _____

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INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the District One Emergency Medical Service ("Provider"), 133 Crescent Street, Mazomanie, Wisconsin 53560.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**
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158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.
165

166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
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186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

302 C. Coordinate all EMS training activities of the Provider through a Training Director or
303 designee who meets the minimal qualifications as outlined in the Dane County
304 District Director Handbook.

305
306 D. Coordinate all Infection Control assignments by a designated Infectious Control
307 Officer or designee who meets the minimal qualifications as outlined in the Dane
308 County District Director Handbook.

309
310 A copy of the Provider's supervisory position description(s), names of incumbents, and a
311 schedule of the chain of command shall be provided to the County annually or as changes
312 occur.

313
314 **Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain all
315 ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance
316 with Wisconsin Statutes and Administrative Code.

317
318 **32. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
319 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
320 any actual or potential claims against or involving the Provider, the Regional Emergency
321 Medical Service, or the County.

322
323 **33. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
324 personnel have and maintain all required licenses and certifications related to the
325 performance of Emergency Medical Services under this Agreement. All personnel
326 performing emergency medical services for Provider shall be credentialed by the Provider as
327 required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider
328 shall submit a roster of all personnel providing Emergency Medical Services under this
329 Agreement which includes the level of licensure and proof of credentialing. Provider shall
330 notify the County within 10 days of any changes to its roster.

331
332 **34. Background Review of Prospective Provider Employees/Volunteers.** The Provider
333 shall conduct a background review of all prospective employees and volunteers making
334 application to join the Provider. The Provider shall advise all prospective employees and
335 volunteers, in writing, that a background review will be conducted. Provider shall secure
336 written releases from all prospective employees and volunteers authorizing the background
337 review. Prospective employees and volunteers who refuse to sign a release shall not be
338 allowed to participate in the EMS program. At a minimum, the background review shall
339 include a review of convictions, current criminal charges, governmental or regulatory agency
340 determinations of abuse, neglect or misappropriation of property, and a determination
341 whether the prospective employee or volunteer holds a valid license or certificate issued by
342 the State of Wisconsin to perform emergency medical services. If the prospective employee
343 or volunteer holds a valid license or certificate, the review shall also include a determination
344 that no grounds exist under any applicable provision of the Wisconsin Statutes or
345 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
346 the license or certificate. If the prospective employee or volunteer does not hold a certificate
347 or license, or is in training, the background review must be in substantial compliance with the
348 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
349 would not, for any reason, be eligible to obtain a license or certificate to perform emergency
350 medical services shall not be allowed to participate in the EMS program.

351

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR DISTRICT ONE EMS:

Anthony Narda
Anthony Narda, President
District One EMS

Date: 12/18/14

Jim Wick
Jim Wick, Director
District One EMS

Date: 12/19/14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the _____ of _____;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Black Earth and the Village of Mazomanie and within the town limits of the Town of Black Earth and Town of Mazomanie, and parts of the Town of Berry and the Town of Vermont and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Berry included within this District is the following territory, to-wit:

Section 3, 4, 5, 6, 7, 8, 9, all of Section 10 except for the SE 1/4, Section 16, 17, 18, 19, 20, W 1/2 of Section 21, W 1/2 of Section 28, Section 29, 30, and 31.

That portion of the part of the Town of Vermont indicated within this District is the following territory, to wit:

All of Section 1 through 26, both inclusive.

All of Section 17 except S 1/2 of the NW 1/4 of SE 1/4 being 20 acres; E 1/2 of SE 1/4 of SW 1/4, and SW 1/4 of SE 1/4 of Section 17. All of Section 18. The following from Section 20 - 25 acres in the NW 1/4 of the NE 1/4; NE 1/4 of NE 1/4; SE 1/4 of NE 1/4. All of Section 21. All of Section 22 except S 1/2 of SW 1/4; and SE 1/4. In Section 23, all of the N 1/2 of the Town except for the S 1/2 of the SW 1/4 of the NW 1/4; and includes 16 acres in the E 1/2 of the NE 1/4 of the SW 1/4. In Section 24, N 1/2 of the NW 1/4; SW 1/4 of the NW 1/4; 6 acres in the SE 1/4 of the NW 1/4 and the E 1/2 of the NE 1/4.

Appendix C

INSURANCE COVERAGE PROVIDED BY THE COUNTY OF DANE

The County of Dane agrees to provide the following insurance coverage for the District One Emergency Medical Service volunteers.

Workers Compensation

- E.L. Each Accident - \$100,000
- E.L. Disease – EA Employee - \$100,000
- E.L. Disease – Policy Limit - \$500,000

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET

Res 29

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12357																			
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Contract</th> <th style="width: 50%; text-align: left; border-bottom: 1px solid black;">Addendum</th> </tr> <tr> <td style="padding: 5px;"> ↓ If Addendum, please include original contract number ↓ </td> <td></td> </tr> <tr> <td style="padding: 5px;">☐ POS</td> <td style="padding: 5px;">☐</td> </tr> <tr> <td style="padding: 5px;">☐ Co Lesse</td> <td style="padding: 5px;">☐</td> </tr> <tr> <td style="padding: 5px;">☐ Co Lessor</td> <td style="padding: 5px;">☐</td> </tr> <tr> <td style="padding: 5px;">☒ Intergovernmental</td> <td style="padding: 5px;">☐</td> </tr> <tr> <td style="padding: 5px;">☐ Purchase of Property</td> <td style="padding: 5px;">☐</td> </tr> <tr> <td style="padding: 5px;">☐ Property Sale</td> <td style="padding: 5px;">☐</td> </tr> <tr> <td style="padding: 5px;">☐ Other:</td> <td style="padding: 5px;">☐</td> </tr> </table>		Contract	Addendum	↓ If Addendum, please include original contract number ↓		☐ POS	☐	☐ Co Lesse	☐	☐ Co Lessor	☐	☒ Intergovernmental	☐	☐ Purchase of Property	☐	☐ Property Sale	☐	☐ Other:	☐
Contract	Addendum																				
↓ If Addendum, please include original contract number ↓																					
☐ POS	☐																				
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☐ Co Lessor	☐																				
☒ Intergovernmental	☐																				
☐ Purchase of Property	☐																				
☐ Property Sale	☐																				
☐ Other:	☐																				
2. This contract is discretionary ☐ YES ☒ NO																					
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																					
4. Amount of Contract or Addendum \$0.00																					
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																					
6. Vendor or Funding Source:																					
7. MUNIS Vendor Code: 2690																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																					
10. Are funds included in the budget? ☐ YES ☐ NO																					
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____																			
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																			
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																			
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29																					
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																					
14. Director's Approval Charles Tubbs Sr.																					

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>4-28-15</u>	_____
<u>W</u> Controller	_____	_____	<u>4/29/15</u>
<u>W</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>W</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
_____ ADA Coordinator	_____	_____	_____
<u>W</u> Purchasing Agent	_____	_____	<u>4/29/15</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address Fitch-Rona EMS 5415 King James Way Fitchburg, WI 53719
Contact Person Brian Myrland
Phone No. 608-836-4060
E-mail Address brianm@fitchronaems.com

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u>	Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u>	Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u>	<u>Madison, WI 53703</u>

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Charles a. Tubbs Sr.Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12357
Approvals: _____
Corp. Counsel / Risk Mgr. / Contract Comp.
Department: Emergency Management

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INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Fitch-Rona Emergency Medical Service ("Provider"), 5415 King James Way, Madison, Wisconsin 53719.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

302 C. Coordinate all EMS training activities of the Provider through a Training Director or
303 designee who meets the minimal qualifications as outlined in the Dane County
304 District Director Handbook.

305
306 D. Coordinate all Infection Control assignments by a designated Infectious Control
307 Officer or designee who meets the minimal qualifications as outlined in the Dane
308 County District Director Handbook.

309
310 A copy of the Provider's supervisory position description(s), names of incumbents, and a
311 schedule of the chain of command shall be provided to the County annually or as changes
312 occur.

313
314 **Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain all
315 ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance
316 with Wisconsin Statutes and Administrative Code.

317
318 **32. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
319 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
320 any actual or potential claims against or involving the Provider, the Regional Emergency
321 Medical Service, or the County.

322
323 **33. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
324 personnel have and maintain all required licenses and certifications related to the
325 performance of Emergency Medical Services under this Agreement. All personnel
326 performing emergency medical services for Provider shall be credentialed by the Provider as
327 required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider
328 shall submit a roster of all personnel providing Emergency Medical Services under this
329 Agreement which includes the level of licensure and proof of credentialing. Provider shall
330 notify the County within 10 days of any changes to its roster.

331
332 **34. Background Review of Prospective Provider Employees/Volunteers.** The Provider
333 shall conduct a background review of all prospective employees and volunteers making
334 application to join the Provider. The Provider shall advise all prospective employees and
335 volunteers, in writing, that a background review will be conducted. Provider shall secure
336 written releases from all prospective employees and volunteers authorizing the background
337 review. Prospective employees and volunteers who refuse to sign a release shall not be
338 allowed to participate in the EMS program. At a minimum, the background review shall
339 include a review of convictions, current criminal charges, governmental or regulatory agency
340 determinations of abuse, neglect or misappropriation of property, and a determination
341 whether the prospective employee or volunteer holds a valid license or certificate issued by
342 the State of Wisconsin to perform emergency medical services. If the prospective employee
343 or volunteer holds a valid license or certificate, the review shall also include a determination
344 that no grounds exist under any applicable provision of the Wisconsin Statutes or
345 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
346 the license or certificate. If the prospective employee or volunteer does not hold a certificate
347 or license, or is in training, the background review must be in substantial compliance with the
348 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
349 would not, for any reason, be eligible to obtain a license or certificate to perform emergency
350 medical services shall not be allowed to participate in the EMS program.

351

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

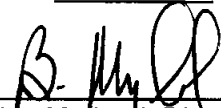
Scott McDonnell
Dane County Clerk

Date: _____

FOR FITCH-RONA EMS:


PATRICK SEAN, President
Fitch-Rona EMS

Date: 2.1.15


Brian Myrland, Director
Fitch-Rona EMS

Date: 1-26-2015

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the _____ of FITCH-RONA EMS DISTRICT;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the City of Fitchburg and the City of Verona and within the town limits of the parts of the Town of Verona and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Verona included within this District is the following territory, to-wit:

Appendix C

INSURANCE COVERAGE PROVIDED BY THE COUNTY OF DANE

The County of Dane agrees to provide the following insurance coverage for FitchRona Emergency Medical Service volunteers.

Workers Compensation

E.L. Each Accident - \$100,000
E.L. Disease – EA Employee - \$100,000
E.L. Disease – Policy Limit - \$500,000

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	PS BEM
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

res 29

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12358	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 1384-14			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <i>Charles A. Tubbs Sr.</i>			

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<i>MT</i> Received	_____	<u>4-28-15</u>	_____
<i>ac</i> Controller	_____	_____	<u>4/29/15</u>
<i>LB</i> Corporation Counsel	_____	<u>5/11/15</u>	<u>5/11/15</u>
<i>A</i> Risk Management	_____	<u>4/29/15</u>	<u>5/11/15</u>
_____ ADA Coordinator	_____	_____	_____
<i>ac</i> Purchasing Agent	_____	_____	<u>4/29/15</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Madison Fire Department 30 W Wilson Street, 8th Floor Madison, WI 53703	
Contact Person	
Che' Stedman	
Phone No.	
608-266-5966	
E-mail Address	
cstedman@cityofmadison.com	

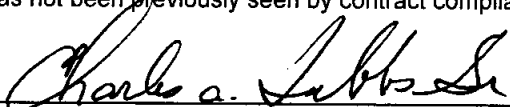
Footnotes:

- _____
- _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

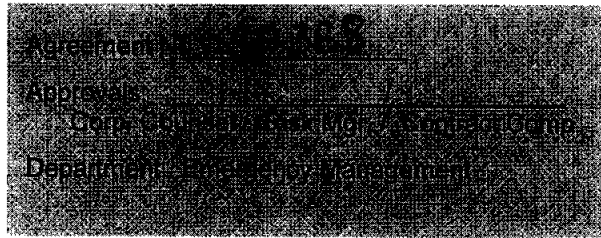
2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Madison Fire Department ("Provider"), 30 W. Mifflin Street, Madison, Wisconsin 53703.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support (ALS) ambulance on those calls determined by Priority Medical Dispatch and

50 agreed upon by the local BLS service provider, to fall within the currently adopted
51 list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.
52

- 53 B. Provider will not solicit and/or enter into contracts to provide or receive ALS
54 service with municipalities or EMS providers unless it can be done without
55 compromising the efficiency of the ALS program.. Agencies may chose their
56 preferred mode of ALS as set forth in Appendix E. This provision does not apply
57 to the requirement for ALS and BLS providers to execute separate agreements
58 which define the terms for distributing Medicare reimbursements related to the
59 provision of ALS intercepts.
60
- 61 C. Provider shall have a radio system or communication system that can maintain
62 direct links to the Dane County Public Safety Communications Center.
63
- 64 D. Provider will be responsible for maintaining the records relating to the calls to
65 which it has been dispatched regardless of jurisdictional boundaries.
66
- 67 E. Provider will ensure that all assigned personnel maintain all required licenses and
68 certifications related to the performance of Emergency Medical Services under this
69 Agreement.
70

71 **2. Definitions.** For the purposes of this Agreement, the following definitions will be used:
72

73 **Basic Life Support (BLS)** means any municipal non-paramedic Emergency
74 Medical Service provider.
75

76 **Automatic Aid** means the sending of another ambulance into the primary
77 provider's district when the need for an ambulance has been identified and the
78 primary provider is unable to respond, or the need for additional ambulances has
79 been identified.
80

81 **Automatic Aid Codes** means those codes listed in Appendix A.
82

83 **Advanced Life Support (ALS)** means a municipal paramedic-level Emergency
84 Medical Service provider staffed at either the one or two paramedic level.
85

86 **Emergency Medical Service District** means an identified geographic response
87 area with boundaries within the County of Dane as detailed in Appendix B.
88

89 **On-line Medical Control Physician** means a physician from a designated
90 hospital who provides direction via radio or telephone to the Emergency Medical
91 Services providers.
92

93 **Priority Medical Dispatch** means an adopted system of prioritization based on
94 defined medical need.
95

96 **Regional EMS System** means a cooperative effort among the Emergency
97 Medical Service providers within and surrounding the County of Dane.
98

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

150 amendment, deletion, addition, or modification of policies existing at the inception of this
151 Agreement shall not be effective as against a party's obligations under this paragraph
152 unless approved by the other party in writing. If the Provider does not have a non-
153 discrimination or affirmative action policy, the County's policies shall control.

154
155 **Duties of the County:**
156

157 **9. Provide Centralized Support Services.** The County shall provide centralized support
158 services for regional EMS providers in order to maintain and support a quality Regional EMS
159 System. The County's centralized support services may include professional and technical
160 assistance; EMS training and continuing education; EMS quality assurance and utilization
161 review programs; loss control; EMS disaster planning and exercising; County program medical
162 director services; medical control coordination; Hepatitis B immunization; critical incident stress
163 debriefing; and assistance in compliance with the provisions of this Agreement.

164
165 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
166 which has entered into an Intergovernmental Agreement with the County, to respond to any
167 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
168 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
169 from said list. [See Appendix D].
170

171 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
172 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
173 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
174 by all contracted ambulance service providers. The Operational Plan will be reviewed and
175 updated (if needed) on an annual basis.
176

177 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
178 Provider shall comply with all medical protocols and training standards established and
179 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
180

181 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
182 County shall support and assist in medical quality assurance through training and outcome
183 data collection.
184

185 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
186 County's Public Safety Communications Center, the County shall provide a centralized
187 dispatch system to coordinate the provision of emergency medical services. The Provider
188 shall utilize the centralized dispatch system and operate all communications equipment in
189 accordance with the standards, specifications, and operating procedures as developed and
190 approved by the Dane County Public Safety Communications Center Board.
191

192
193 **15. Paging Services.** The County shall provide communications paging services through
194 the County's Public Safety Communications Center and, shall provide standards and
195 operating procedures as developed and approved by the Dane County Public Safety
196 Communications Center Board.
197

198 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
199 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
200 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

252
253 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
254 shall provide to the Provider such Advanced Skills training, retraining, and related services as
255 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
256 and Training Directors shall be provided under the direction of the County Medical Director.
257

258 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
259 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
260 and case review under the direction of the County Medical Director. The Provider shall
261 comply with all operational and reporting requirements for Advanced Skills services and shall
262 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
263 Administrative Code and with the procedures enumerated in the Dane County District
264 Director Handbook.
265

266 **Duties of the EMS Provider:**
267

268 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
269 with all Federal, State and Local laws and regulations governing Emergency Medical Services
270 at the Provider's level of State licensure.
271

272 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
273 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
274 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
275

276 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
277 services available at all times for sick, disabled, and injured persons within the municipalities
278 or portions of municipalities specified in Appendix B of this Agreement.
279

280 Patients shall be transported to the most appropriate medical facility per Dane County
281 destination determination protocol.
282

283 **29. Provide EMS District First Response Program.** The Provider may maintain an
284 organized First Response Program in support of its ambulance service. The Provider shall
285 submit a State operational plan to the County EMS office for review.
286

287 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
288 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
289 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
290 updating the County of any changes in contact information.
291

292 **31. Maintain Management Functions.** The Provider shall appoint one or more
293 supervisory personnel to oversee and carry out the following EMS management functions:
294

295 A. Supervise the day-to-day EMS operations of the Provider.
296

297 B. Ensure that the Provider operates in full compliance with the County EMS agreement
298 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
299 governing licensed ambulance service providers.
300

301 C. Coordinate all EMS training activities of the Provider through a Training Director or
302 designee who meets the minimal qualifications as outlined in the Dane County
303 District Director Handbook.

304
305 D. Coordinate all Infection Control assignments by a designated Infectious Control
306 Officer or designee who meets the minimal qualifications as outlined in the Dane
307 County District Director Handbook.

308
309 A copy of the Provider's supervisory position description(s), names of incumbents, and a
310 schedule of the chain of command shall be provided to the County annually or as changes
311 occur.

312
313 **Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain all
314 ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance
315 with Wisconsin Statutes and Administrative Code.

316
317 **32. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
318 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
319 any actual or potential claims against or involving the Provider, the Regional Emergency
320 Medical Service, or the County.

321
322 **33. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
323 personnel have and maintain all required licenses and certifications related to the
324 performance of Emergency Medical Services under this Agreement. All personnel
325 performing emergency medical services for Provider shall be credentialed by the Provider as
326 required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider
327 shall submit a roster of all personnel providing Emergency Medical Services under this
328 Agreement which includes the level of licensure and proof of credentialing. Provider shall
329 notify the County within 10 days of any changes to its roster.

330
331 **34. Background Review of Prospective Provider Employees/Volunteers.** The Provider
332 shall conduct a background review of all prospective employees and volunteers making
333 application to join the Provider. The Provider shall advise all prospective employees and
334 volunteers, in writing, that a background review will be conducted. Provider shall secure
335 written releases from all prospective employees and volunteers authorizing the background
336 review. Prospective employees and volunteers who refuse to sign a release shall not be
337 allowed to participate in the EMS program. At a minimum, the background review shall
338 include a review of convictions, current criminal charges, governmental or regulatory agency
339 determinations of abuse, neglect or misappropriation of property, and a determination
340 whether the prospective employee or volunteer holds a valid license or certificate issued by
341 the State of Wisconsin to perform emergency medical services. If the prospective employee
342 or volunteer holds a valid license or certificate, the review shall also include a determination
343 that no grounds exist under any applicable provision of the Wisconsin Statutes or
344 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
345 the license or certificate. If the prospective employee or volunteer does not hold a certificate
346 or license, or is in training, the background review must be in substantial compliance with the
347 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
348 would not, for any reason, be eligible to obtain a license or certificate to perform emergency
349 medical services shall not be allowed to participate in the EMS program.

350

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

402
403
404
405 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
406 agents have executed this Intergovernmental Agreement, effective as of the date by which
407 all parties hereto have affixed their respective signatures, as indicated below.
408

409 **FOR COUNTY OF DANE:**

410
411
412
413 _____
414 Joseph Parisi
415 Dane County Executive
416

417 Date: _____
418
419

420
421 _____
422 Scott McDonnell
423 Dane County Clerk
424

425 Date: _____

FOR MADISON FIRE:

410
411
412
413 _____
414 Steven Davis, Chief
415 Madison Fire
416

417 Date: 12/15/2014
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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR MADISON FIRE:

Paul R. Soglin, Mayor
City of Madison

Date: _____


Steven Davis, Chief
Madison Fire

Date: 12/15/2014

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the City of Madison; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the City of Madison and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12359							
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 30%; text-align: left; border-bottom: 1px solid black;">Contract</th> <th style="width: 40%; text-align: left; border-bottom: 1px solid black;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right; border-bottom: 1px solid black;">Addendum</th> </tr> <tr> <td style="vertical-align: top; border-right: 1px solid black;"> ↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other: </td> <td style="vertical-align: top; border-right: 1px solid black;"></td> <td style="vertical-align: top; text-align: right; border-left: 1px solid black;"> ↓ ☐ ☐ ☐ ☐ ☐ </td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other:		↓ ☐ ☐ ☐ ☐ ☐
Contract	If Addendum, please include original contract number	Addendum							
↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other:		↓ ☐ ☐ ☐ ☐ ☐							
2. This contract is discretionary ☐ YES ☒ NO									
3. Term of Contract or Addendum: From: 01/01/2014 To: 12/31/2016									
4. Amount of Contract or Addendum \$0.00									
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.									
6. Vendor or Funding Source:									
7. MUNIS Vendor Code: 9496									
8. Bid/RFP Number:									
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO									
10. Are funds included in the budget? ☐ YES ☐ NO									
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____							
Account No. & Amount, Org. & Obj. _____		Amount \$ _____							
Account No. & Amount, Org. & Obj. _____		Amount \$ _____							
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 29</u>									
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO									
14. Director's Approval: <i>Charles A. Tubbs Sr.</i>									

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	4-28-15	_____
<i>az</i> Controller	_____	_____	4/29/15
<i>CB</i> Corporation Counsel	_____	5/1/15	5/1/15
<i>A</i> Risk Management	_____	4/29/15	5/1/15
_____ ADA Coordinator	_____	_____	_____
<i>or</i> Purchasing Agent	_____	_____	4/29/15
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Marshall EMS 119 Industrial Drive Marshall, WI 53559
Contact Person Scott Allain
Phone No. 608-655-4655
E-mail Address sallain@marshallems.com

Footnotes:

1. _____
2. _____

Return To: Name/Title: Charles Tubbs Sr. - Director Dept.: Emergency Management
Phone: 608-267-1591 Mail Address: 115 W. Doty Street Room 2107
E-mail: tubbs.charles@countyofdane.com Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12359
 Approved: _____
 Corp. Counsel / Risk Mgr. / Contract Comp.
 Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Marshall Emergency Medical Service ("Provider"), 119 Industrial Drive, Marshall, Wisconsin 53559.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support (ALS) ambulance on those calls determined by Priority Medical Dispatch and

50 agreed upon by the local BLS service provider, to fall within the currently adopted
51 list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- 52
- 53 B. Provider will not solicit and/or enter into contracts to provide or receive ALS
54 service with municipalities or EMS providers unless it can be done without
55 compromising the efficiency of the ALS program.. Agencies may chose their
56 preferred mode of ALS as set forth in Appendix E. This provision does not apply
57 to the requirement for ALS and BLS providers to execute separate agreements
58 which define the terms for distributing Medicare reimbursements related to the
59 provision of ALS intercepts.
- 60
- 61 C. Provider shall have a radio system or communication system that can maintain
62 direct links to the Dane County Public Safety Communications Center.
- 63
- 64 D. Provider will be responsible for maintaining the records relating to the calls to
65 which it has been dispatched regardless of jurisdictional boundaries.
- 66
- 67 E. Provider will ensure that all assigned personnel maintain all required licenses and
68 certifications related to the performance of Emergency Medical Services under this
69 Agreement.
- 70

71 **2. Definitions.** For the purposes of this Agreement, the following definitions will be used:

72

73 **Basic Life Support (BLS)** means any municipal non-paramedic Emergency
74 Medical Service provider.

75

76 **Automatic Aid** means the sending of another ambulance into the primary
77 provider's district when the need for an ambulance has been identified and the
78 primary provider is unable to respond, or the need for additional ambulances has
79 been identified.

80

81 **Automatic Aid Codes** means those codes listed in Appendix A.

82

83 **Advanced Life Support (ALS)** means a municipal paramedic-level Emergency
84 Medical Service provider staffed at either the one or two paramedic level.

85

86 **Emergency Medical Service District** means an identified geographic response
87 area with boundaries within the County of Dane as detailed in Appendix B.

88

89 **On-line Medical Control Physician** means a physician from a designated
90 hospital who provides direction via radio or telephone to the Emergency Medical
91 Services providers.

92

93 **Priority Medical Dispatch** means an adopted system of prioritization based on
94 defined medical need.

95

96 **Regional EMS System** means a cooperative effort among the Emergency
97 Medical Service providers within and surrounding the County of Dane.

98

99 **ALS Steering Committee** means a cooperative effort by the Advanced Life
100 Support providers within the County of Dane to provide a coordinated regional
101 approach of delivering Advanced Life Support.
102

103 **Tiered Response** means simultaneous response by an Advanced Life Support
104 ambulance in support of a Basic Life Support ambulance response to the same
105 call or an Advanced EMT ambulance in support of a Basic Life Support
106 ambulance response to the same call.
107

108 **3. Term.** The Intergovernmental Agreement commences on the day following the date
109 when this Agreement has been fully executed by the parties and shall remain in full force and
110 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
111 continue in full force and effect from year to year thereafter, unless at any time at least sixty
112 (60) calendar days before December 31 of any year thereafter, either party furnishes the
113 other with written notice of intent to terminate.
114

115 **4. Amendment.** This Agreement may be amended from time to time by mutual
116 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
117 in writing sixty (60) days prior to that action.
118

119 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
120 all personnel necessary to carry out its obligations under this Agreement. Such personnel
121 shall not be deemed to be employees of the other party nor shall they, or any of them, have
122 or be deemed to have, any direct contractual relationship with the other party. Each party
123 to this Agreement shall determine for itself whether it has adequate staff and resources to
124 meet its obligations under this Agreement. This Agreement does not create any
125 enforceable rights for any party or parties to determine whether any other party's resources
126 are inadequate to meet its obligations under this Agreement.
127

128 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
129 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
130 and representatives and shall be responsible for any losses, claims, and liabilities which are
131 attributable to such acts, errors, or omissions including providing its own defense. In
132 situations of joint liability, each party shall be responsible for the consequences of its own
133 acts, errors, or omissions and those of its employees, agents, boards, commissions,
134 agencies, officers and representatives. It is not the intent of the parties to impose liability
135 beyond that imposed by state statutes.
136

137 The County agrees to purchase a statutorily required Worker's Compensation insurance
138 policy covering any of Provider's volunteers who are considered "employees" under Wis.
139 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
140 Provider with a copy of the policy.
141

142 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
143 reports required by this Agreement shall be deemed delivered as of the date of the
144 postmark if deposited in a United States mailbox, first class postage attached, and
145 addressed to a party's address as set forth above. It shall be the duty of a party changing
146 its address to notify the other of such change in writing within a reasonable time.
147

148 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
149 affirmative action policies and procedures during the term of this Agreement. Any

150 amendment, deletion, addition, or modification of policies existing at the inception of this
151 Agreement shall not be effective as against a party's obligations under this paragraph
152 unless approved by the other party in writing. If the Provider does not have a non-
153 discrimination or affirmative action policy, the County's policies shall control.

154
155 **Duties of the County:**
156

157 **9. Provide Centralized Support Services.** The County shall provide centralized support
158 services for regional EMS providers in order to maintain and support a quality Regional EMS
159 System. The County's centralized support services may include professional and technical
160 assistance; EMS training and continuing education; EMS quality assurance and utilization
161 review programs; loss control; EMS disaster planning and exercising; County program medical
162 director services; medical control coordination; Hepatitis B immunization; critical incident stress
163 debriefing; and assistance in compliance with the provisions of this Agreement.
164

165 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
166 which has entered into an Intergovernmental Agreement with the County, to respond to any
167 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
168 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
169 from said list. [See Appendix D].
170

171 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
172 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
173 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
174 by all contracted ambulance service providers. The Operational Plan will be reviewed and
175 updated (if needed) on an annual basis.
176

177 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
178 Provider shall comply with all medical protocols and training standards established and
179 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
180

181 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
182 County shall support and assist in medical quality assurance through training and outcome
183 data collection.
184

185 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
186 County's Public Safety Communications Center, the County shall provide a centralized
187 dispatch system to coordinate the provision of emergency medical services. The Provider
188 shall utilize the centralized dispatch system and operate all communications equipment in
189 accordance with the standards, specifications, and operating procedures as developed and
190 approved by the Dane County Public Safety Communications Center Board.
191

192
193 **15. Paging Services.** The County shall provide communications paging services through
194 the County's Public Safety Communications Center and, shall provide standards and
195 operating procedures as developed and approved by the Dane County Public Safety
196 Communications Center Board.
197

198 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
199 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
200 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

252
253 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
254 shall provide to the Provider such Advanced Skills training, retraining, and related services as
255 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
256 and Training Directors shall be provided under the direction of the County Medical Director.

257
258 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
259 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
260 and case review under the direction of the County Medical Director. The Provider shall
261 comply with all operational and reporting requirements for Advanced Skills services and shall
262 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
263 Administrative Code and with the procedures enumerated in the Dane County District
264 Director Handbook.

265
266 **Duties of the EMS Provider:**

267
268 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
269 with all Federal, State and Local laws and regulations governing Emergency Medical Services
270 at the Provider's level of State licensure.

271
272 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
273 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
274 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

275
276 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
277 services available at all times for sick, disabled, and injured persons within the municipalities
278 or portions of municipalities specified in Appendix B of this Agreement.

279
280 Patients shall be transported to the most appropriate medical facility per Dane County
281 destination determination protocol.

282
283 **29. Provide EMS District First Response Program.** The Provider may maintain an
284 organized First Response Program in support of its ambulance service. The Provider shall
285 submit a State operational plan to the County EMS office for review.

286
287 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
288 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
289 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
290 updating the County of any changes in contact information.

291
292 **31. Maintain Management Functions.** The Provider shall appoint one or more
293 supervisory personnel to oversee and carry out the following EMS management functions:

- 294
295 A. Supervise the day-to-day EMS operations of the Provider.
296
297 B. Ensure that the Provider operates in full compliance with the County EMS agreement
298 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
299 governing licensed ambulance service providers.
300

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR MARSHALL EMS:

Vernon Pogue
EMS Chair President
Marshall EMS

Date: 1-20-15

Scott Allain
Scott Allain, Director
Marshall EMS

Date: 1-20-15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the _____ of Marshall Area EMS;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Marshall and within the town limits of the parts of the Town of Medina, the Town of Sun Prairie, and the Town of York, not otherwise part of the Columbus Fire District, and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Medina included within this District is the following territory, to-wit:

That portion of the Town of Sun Prairie included within this District is the following territory, to-wit:

That portion of the Town of York, not otherwise part of the Columbus Fire District, included within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12360																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 30%; text-align: left; border-bottom: 1px solid black;">Contract</th> <th style="width: 40%; text-align: left; border-bottom: 1px solid black;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: left; border-bottom: 1px solid black;">Addendum</th> </tr> <tr> <td style="border: 1px solid black; text-align: center;">↓</td> <td></td> <td style="border: 1px solid black; text-align: center;">↓</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="text-align: center;">POS</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="text-align: center;">Co Lesse</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="text-align: center;">Co Lessor</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☒</td> <td style="text-align: center;">Intergovernmental</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="text-align: center;">Purchase of Property</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="text-align: center;">Property Sale</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;">☐</td> <td style="text-align: center;">Other:</td> <td style="border: 1px solid black; text-align: center;">☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lesse	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
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2. This contract is discretionary ☐ YES ☒ NO																														
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																														
4. Amount of Contract or Addendum \$0.00																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
6. Vendor or Funding Source:																														
7. MUNIS Vendor Code: 8470																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																														
10. Are funds included in the budget? ☐ YES ☐ NO																														
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">11. Account No. & Amount, Org. & Obj. _____</td> <td style="width: 40%;">Amount \$ _____</td> </tr> <tr> <td>Account No. & Amount, Org. & Obj. _____</td> <td>Amount \$ _____</td> </tr> <tr> <td>Account No. & Amount, Org. & Obj. _____</td> <td>Amount \$ _____</td> </tr> </table>				11. Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____																					
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12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 29</u>																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval																														

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Fnt	Date In	Date Out
<u>Mg</u> Received	_____	<u>4-28-15</u>	
<u>or</u> Controller	_____		<u>4/29/15</u>
<u>or</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>A</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>or</u> ADA Coordinator	_____		<u>4/29/15</u>
<u>or</u> Purchasing Agent	_____		
_____ County Executive	_____		

Vendor Name & Address McFarland EMS 5915 Milwaukee Street McFarland, WI 53558
Contact Person Brad Bowen
Phone No. 608-838-3152
E-mail Address Brad.Bowen@mcfarland.wi.us

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u> Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u> E-mail: <u>tubbs.charles@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12360

Agreement No. 12360
Approvals: _____
Corp. Counsel / Risk Mgt / Contract Comp. _____
Department: Emergency Management

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INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the McFarland Emergency Medical Service ("Provider"), 5915 Milwaukee Street, McFarland, Wisconsin 53558.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR MCFARLAND EMS:

Eric C. Rindfleisch
Eric C. Rindfleisch, Administrator
Village of McFarland

Date: 1/28/15

Tracy K. Berman
Tracy K. Berman, Clerk
Village of McFarland

Date: 1-27-15

Brad Bowen, Director
McFarland EMS

Date: 1/27/15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Village of McFarland;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of McFarland and within the town limits of the parts of the Town of Blooming Grove and the Town of Dunn and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Dunn included within this District is the following territory, to-wit:

Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, the SE 1/2 of 17, the N 1/2 of 21, 22, and 23.

That portion of the Town of Blooming Grove included within this District is the following territory, to-wit:

Sections 9, 13, 14, 15, 16, and 24 South of a line formed by County Trunk Highway "AB" (Buckeye Road), Sections 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed. .</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12361																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border: none;"> <tr> <td style="width: 30%; border: none;">Contract</td> <td style="width: 40%; border: none;">If Addendum, please include original contract number</td> <td style="width: 30%; border: none;">Addendum</td> </tr> <tr> <td style="border: none;">↓</td> <td style="border: none;"></td> <td style="border: none;">↓</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">POS</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Co Lesse</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Co Lessor</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☒</td> <td style="border: none;">Intergovernmental</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Purchase of Property</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Property Sale</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none;">Other:</td> <td style="border: none;">☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lesse	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
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☐	Purchase of Property	☐																												
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☐	Other:	☐																												
2. This contract is discretionary ☐ YES ☒ NO																														
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																														
4. Amount of Contract or Addendum \$0.00																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
6. Vendor or Funding Source:																														
7. MUNIS Vendor Code: 1387																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																														
10. Are funds included in the budget? ☐ YES ☐ NO																														
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval <i>Charles A. Tubbs Sr.</i>																														

CONTRACT REVIEW/APPROVALS**VENDOR**

Initials	Ftnt	Date In	Date Out
_____ Received	_____	_____	_____
<i>CH</i> _____ Controller	_____	_____	<i>4/29/15</i>
<i>CS</i> _____ Corporation Counsel	_____	<i>5/1/15</i>	<i>5/1/15</i>
<i>RM</i> _____ Risk Management	_____	<i>4/29/15</i>	<i>5/1/15</i>
<i>AC</i> _____ ADA Coordinator	_____	_____	_____
<i>PA</i> _____ Purchasing Agent	_____	_____	<i>4/29/15</i>
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Monona Fire/EMS 5211 Schluter Rd Monona, WI 53716	
Contact Person Scott Sullivan	
Phone No. 608-216-7442	
E-mail Address ssullivan@ci.monona.wi.us	

Footnotes:

1. _____
2. _____

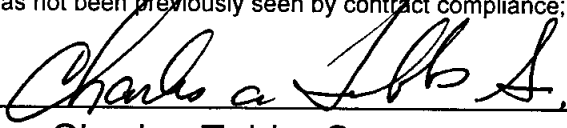
Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>	
Phone: <u>608-267-1591</u>	Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u>	Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: 

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No.	12361
Approvals:	
Corp. Counsel / Risk Mgr. / Contract Comp.	
Department:	Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Monona Fire/Emergency Medical Service ("Provider"), 5211 Schluter Road, Monona, Wisconsin 53716.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

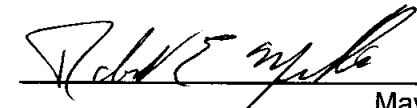
Joseph Parisi
Dane County Executive

Date: _____

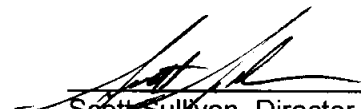
Scott McDonnell
Dane County Clerk

Date: _____

FOR MONONA FIRE/EMS:


_____, Mayor
City of Monona

Date: 12-15-14



Scott Sullivan, Director
Monona Fire/EMS

Date: 12/12/14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the City of Monona; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the City of Monona and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	SS
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

1228 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12342																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; text-align: center; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">POS</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">Other:</td> <td style="text-align: center;">☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lesse	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
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☐	Other:	☐																												
2. This contract is discretionary ☐ YES ☒ NO		6. Vendor or Funding Source:																												
3. Term of Contract or Addendum: From: 01/01/2014 To: 12/31/2016																														
4. Amount of Contract or Addendum \$0.00																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
7. MUNIS Vendor Code: 15599																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																														
10. Are funds included in the budget? ☐ YES ☐ NO																														
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">11. Account No. & Amount, Org. & Obj. _____</td> <td style="width: 40%;">Amount \$ _____</td> </tr> <tr> <td>Account No. & Amount, Org. & Obj. _____</td> <td>Amount \$ _____</td> </tr> <tr> <td>Account No. & Amount, Org. & Obj. _____</td> <td>Amount \$ _____</td> </tr> </table>				11. Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____																					
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Account No. & Amount, Org. & Obj. _____	Amount \$ _____																													
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval Charles A. Tubbs Sr.																														

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
[Signature] Received	_____	4-28-15	_____
[Signature] Controller	_____	_____	4/29/15
[Signature] Corporation Counsel	_____	5/1/15	5/1/15
[Signature] Risk Management	_____	4/29/15	5/1/15
[Signature] ADA Coordinator	_____	_____	_____
[Signature] Purchasing Agent	_____	_____	4/29/15
_____ County Executive	_____	_____	_____

Vendor Name & Address Mount Horeb FD/EMS 120 S. First Street Mount Horeb, WI 53572
Contact Person Craig Brinkmann
Phone No. 608-437-5571
E-mail Address cbrinkmann@fdmh.org

Footnotes:

1. _____
2. _____

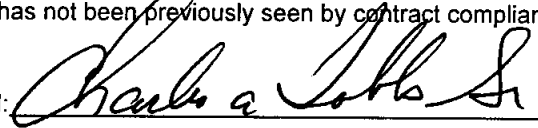
Return To:	Name/Title: Charles Tubbs Sr. - Director Dept.: Emergency Management Phone: 608-267-1591 Mail Address: 115 W. Doty Street Room 2107 E-mail: tubbs.charles@countyofdane.com Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: 

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12362

Agreement No. 12362
Approvals: _____ / _____ / _____
 Corp. Counsel / Risk Mgr / Contract Comp.
Department: Emergency Management

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INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Mount Horeb Fire Department/Emergency Medical Service ("Provider"), 120 S. First Street, Mount Horeb, Wisconsin 53572.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

- 1. Automatic Aid Service.**
 - A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.
155

156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.
165

166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 Director is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

302 C. Coordinate all EMS training activities of the Provider through a Training Director or
303 designee who meets the minimal qualifications as outlined in the Dane County
304 District Director Handbook.

305
306 D. Coordinate all Infection Control assignments by a designated Infectious Control
307 Officer or designee who meets the minimal qualifications as outlined in the Dane
308 County District Director Handbook.

309
310 A copy of the Provider's supervisory position description(s), names of incumbents, and a
311 schedule of the chain of command shall be provided to the County annually or as changes
312 occur.

313
314 **Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain all
315 ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance
316 with Wisconsin Statutes and Administrative Code.

317
318 **32. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
319 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
320 any actual or potential claims against or involving the Provider, the Regional Emergency
321 Medical Service, or the County.

322
323 **33. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
324 personnel have and maintain all required licenses and certifications related to the
325 performance of Emergency Medical Services under this Agreement. All personnel
326 performing emergency medical services for Provider shall be credentialed by the Provider as
327 required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider
328 shall submit a roster of all personnel providing Emergency Medical Services under this
329 Agreement which includes the level of licensure and proof of credentialing. Provider shall
330 notify the County within 10 days of any changes to its roster.

331
332 **34. Background Review of Prospective Provider Employees/Volunteers.** The Provider
333 shall conduct a background review of all prospective employees and volunteers making
334 application to join the Provider. The Provider shall advise all prospective employees and
335 volunteers, in writing, that a background review will be conducted. Provider shall secure
336 written releases from all prospective employees and volunteers authorizing the background
337 review. Prospective employees and volunteers who refuse to sign a release shall not be
338 allowed to participate in the EMS program. At a minimum, the background review shall
339 include a review of convictions, current criminal charges, governmental or regulatory agency
340 determinations of abuse, neglect or misappropriation of property, and a determination
341 whether the prospective employee or volunteer holds a valid license or certificate issued by
342 the State of Wisconsin to perform emergency medical services. If the prospective employee
343 or volunteer holds a valid license or certificate, the review shall also include a determination
344 that no grounds exist under any applicable provision of the Wisconsin Statutes or
345 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
346 the license or certificate. If the prospective employee or volunteer does not hold a certificate
347 or license, or is in training, the background review must be in substantial compliance with the
348 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
349 would not, for any reason, be eligible to obtain a license or certificate to perform emergency
350 medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

403
404
405
406 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
407 agents have executed this Intergovernmental Agreement, effective as of the date by which
408 all parties hereto have affixed their respective signatures, as indicated below.
409

410
411 **FOR COUNTY OF DANE:**

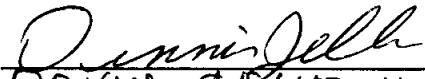
412
413
414 _____
415 Joseph Parisi
416 Dane County Executive
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418 Date: _____
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421 _____
422 Scott McDonnell
423 Dane County Clerk
424

425 Date: _____
426

FOR MOUNT HOREB FD/EMS:



DENNIS J. DELLA President
Mount Horeb FD/EMS

Date: 4/3/15



Craig Brinkman, Director
Mount Horeb FD/EMS

Date: 4/3/15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Mount Horeb Area Fire Dept of _____;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Mount Horeb and the Village of Blue Mounds and within the town limits of the parts of the Town of Blue Mounds, Town of Cross Plains, the Town of Perry, the Town of Primrose, the Town of Springdale, and the Town of Vermont and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Blue Mounds included within this District is the following territory, to-wit:

That portion of the Town of Cross Plains included within this District is the following territory, to-wit:

That portion of the Town of Perry included within this District is the following territory, to-wit:

That portion of the Town of Primrose included within this District is the following territory, to-wit:

That portion of the Town of Springdale included within this District is the following territory, to-wit:

That portion of the Town of Vermont included within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	CS
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12363	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum ↓ If Addendum, please include original contract number ↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other: ☐ ☐ ☐ ☐ ☐ ☐	
2. This contract is discretionary ☐ YES ☒ NO			
3. Term of Contract or Addendum: From: 01/01/2014 To: 12/31/2016			
4. Amount of Contract or Addendum \$0.00			
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.			
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 5895			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <i>Charles a. Tubbs Sr.</i>			

CONTRACT REVIEW/APPROVALS**VENDOR**

Initials	Fntt	Date In	Date Out
<i>MB</i> Received	_____	4-28-15	_____
<i>du</i> Controller	_____	_____	4/29/15
<i>MB</i> Corporation Counsel	_____	5/1/15	5/1/15
<i>MB</i> Risk Management	_____	4/29/15	5/1/15
<i>MB</i> ADA Coordinator	_____	_____	4/29/15
<i>MB</i> Purchasing Agent	_____	_____	_____
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Oregon Area FD/EMS 131 Spring Street Oregon, WI 53575	
Contact Person	
Tony Antoniewicz	
Phone No.	
608-835-5587	
E-mail Address	
tonyatoz@oregonareafireems.com	

Footnotes:

1. _____
2. _____

Return To: Name/Title: Charles Tubbs Sr. - Director Dept.: Emergency Management	
Phone: 608-267-1591	Mail Address: 115 W. Doty Street Room 2107
E-mail: tubbs.charles@countyofdane.com	Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12363

Approvals: / /

Corp. Counsel / Risk Mgr / Contract Comp.

Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Oregon Area Fire Department/Emergency Medical Service ("Provider"), 131 Spring Street, Oregon, Wisconsin 53575.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.
165

166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR OREGON AREA/FD/EMS:

Pr...
_____, President
Oregon Area FD/EMS
COMM
CHAIR

Date: 2.5.2015

David Bloom
David Bloom Chief
Oregon Area FD/EMS

Date: 2/5/15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Oregon Area Fire/EMS Dist. of Phil Van Kampen;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Oregon and the Village of Brooklyn and within the town limits of the parts of the Town of Dunn, the Town of Oregon, and the Town of Rutland and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Dunn included within this District is the following territory, to-wit:

Sections 5, 6, 7, 8, 17, 18, 19, 20; the S 1/2 of 21; the W 1/2 and the N 1/2 of the NE 1/4 of 28; 29, 30, 31, 32.

That portion of the Town of Oregon included within this District is the following territory, to-wit:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, portions of Section 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, portions of Sections 29 and 32, 34, 35, and 36.

That portion of the Town of Rutland included within this District is the following territory, to-wit:

Sections 5, 6, 7, 8, 17, 18, 19, 20, 21 except the N 1/2 and SE 1/4 of the NE 1/4; all portions of 22 south of a line formed by Old Stone Road; the SW 1/4 of the SW 1/4 of 25; the S 1/2 of the SW 1/4 and the S 1/2 of the SE 1/4 of 26; 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, except the W 1/2 of W 1/2.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	PVK
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: <u>12364</u>							
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%; text-align: left; border-bottom: 1px solid black;">Contract</th> <th style="width:40%; text-align: left; border-bottom: 1px solid black;">If Addendum, please include original contract number</th> <th style="width:30%; text-align: left; border-bottom: 1px solid black;">Addendum</th> </tr> <tr> <td style="vertical-align: top;"> ↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other: </td> <td style="vertical-align: top;"></td> <td style="vertical-align: top;"> ↓ ☐ ☐ ☐ ☐ ☐ </td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other:		↓ ☐ ☐ ☐ ☐ ☐
Contract	If Addendum, please include original contract number	Addendum							
↓ ☐ POS ☐ Co Lesse ☐ Co Lessor ☒ Intergovernmental ☐ Purchase of Property ☐ Property Sale ☐ Other:		↓ ☐ ☐ ☐ ☐ ☐							
2. This contract is discretionary ☐ YES ☒ NO									
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>									
4. Amount of Contract or Addendum <u>\$0.00</u>									
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.									
6. Vendor or Funding Source:									
7. MUNIS Vendor Code: <u>14433</u>									
8. Bid/RFP Number:									
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO									
10. Are funds included in the budget? ☐ YES ☐ NO									
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">11. Account No. & Amount, Org. & Obj. _____</td> <td style="width:40%;">Amount \$ _____</td> </tr> <tr> <td>Account No. & Amount, Org. & Obj. _____</td> <td>Amount \$ _____</td> </tr> <tr> <td>Account No. & Amount, Org. & Obj. _____</td> <td>Amount \$ _____</td> </tr> </table>				11. Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____
11. Account No. & Amount, Org. & Obj. _____	Amount \$ _____								
Account No. & Amount, Org. & Obj. _____	Amount \$ _____								
Account No. & Amount, Org. & Obj. _____	Amount \$ _____								
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. <u>Res 29</u> If Resolution has already been approved by the County Board, Resolution No. & date of adoption									
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO									
14. Director's Approval: <u>Charles A. Tubbs Sr.</u>									

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Mg</u> Received	_____	<u>4-28-15</u>	_____
<u>AC</u> Controller	_____	_____	<u>4/29/15</u>
<u>AC</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>RM</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
_____ ADA Coordinator	_____	_____	_____
<u>PA</u> Purchasing Agent	_____	_____	<u>4/29/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Plain Ambulance Service 1045 Cedar Street Plain, WI 53577
Contact Person Gary Weiss
Phone No. 608-546-2311, ext 228
E-mail Address grweiss@charter.net

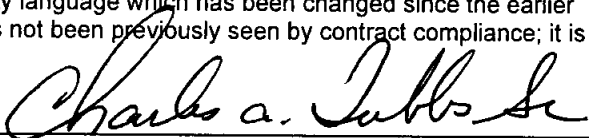
Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u> Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u> E-mail: <u>tubbs.charles@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12364

Agreement No. 12364
Approvals: _____ / _____ / _____
Corp. Counsel / Risk Mgr. / Contract Comp.
Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Plain Ambulance Service ("Provider"), 1180 Cedar Street, Plain, Wisconsin 53577.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support (ALS) ambulance on those calls determined by Priority Medical Dispatch and

50 agreed upon by the local BLS service provider, to fall within the currently adopted
51 list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.
52

- 53 B. Provider will not solicit and/or enter into contracts to provide or receive ALS
54 service with municipalities or EMS providers unless it can be done without
55 compromising the efficiency of the ALS program.. Agencies may chose their
56 preferred mode of ALS as set forth in Appendix E. This provision does not apply
57 to the requirement for ALS and BLS providers to execute separate agreements
58 which define the terms for distributing Medicare reimbursements related to the
59 provision of ALS intercepts.
60
- 61 C. Provider shall have a radio system or communication system that can maintain
62 direct links to the Dane County Public Safety Communications Center.
63
- 64 D. Provider will be responsible for maintaining the records relating to the calls to
65 which it has been dispatched regardless of jurisdictional boundaries.
66
- 67 E. Provider will ensure that all assigned personnel maintain all required licenses and
68 certifications related to the performance of Emergency Medical Services under this
69 Agreement.
70

71 **2. Definitions.** For the purposes of this Agreement, the following definitions will be used:
72

73 **Basic Life Support (BLS)** means any municipal non-paramedic Emergency
74 Medical Service provider.
75

76 **Automatic Aid** means the sending of another ambulance into the primary
77 provider's district when the need for an ambulance has been identified and the
78 primary provider is unable to respond, or the need for additional ambulances has
79 been identified.
80

81 **Automatic Aid Codes** means those codes listed in Appendix A.
82

83 **Advanced Life Support (ALS)** means a municipal paramedic-level Emergency
84 Medical Service provider staffed at either the one or two paramedic level.
85

86 **Emergency Medical Service District** means an identified geographic response
87 area with boundaries within the County of Dane as detailed in Appendix B.
88

89 **On-line Medical Control Physician** means a physician from a designated
90 hospital who provides direction via radio or telephone to the Emergency Medical
91 Services providers.
92

93 **Priority Medical Dispatch** means an adopted system of prioritization based on
94 defined medical need.
95

96 **Regional EMS System** means a cooperative effort among the Emergency
97 Medical Service providers within and surrounding the County of Dane.
98

99 **ALS Steering Committee** means a cooperative effort by the Advanced Life
100 Support providers within the County of Dane to provide a coordinated regional
101 approach of delivering Advanced Life Support.
102

103 **Tiered Response** means simultaneous response by an Advanced Life Support
104 ambulance in support of a Basic Life Support ambulance response to the same
105 call or an Advanced EMT ambulance in support of a Basic Life Support
106 ambulance response to the same call.
107

108 **3. Term.** The Intergovernmental Agreement commences on the day following the date
109 when this Agreement has been fully executed by the parties and shall remain in full force and
110 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
111 continue in full force and effect from year to year thereafter, unless at any time at least sixty
112 (60) calendar days before December 31 of any year thereafter, either party furnishes the
113 other with written notice of intent to terminate.
114

115 **4. Amendment.** This Agreement may be amended from time to time by mutual
116 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
117 in writing sixty (60) days prior to that action.
118

119 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
120 all personnel necessary to carry out its obligations under this Agreement. Such personnel
121 shall not be deemed to be employees of the other party nor shall they, or any of them, have
122 or be deemed to have, any direct contractual relationship with the other party. Each party
123 to this Agreement shall determine for itself whether it has adequate staff and resources to
124 meet its obligations under this Agreement. This Agreement does not create any
125 enforceable rights for any party or parties to determine whether any other party's resources
126 are inadequate to meet its obligations under this Agreement.
127

128 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
129 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
130 and representatives and shall be responsible for any losses, claims, and liabilities which are
131 attributable to such acts, errors, or omissions including providing its own defense. In
132 situations of joint liability, each party shall be responsible for the consequences of its own
133 acts, errors, or omissions and those of its employees, agents, boards, commissions,
134 agencies, officers and representatives. It is not the intent of the parties to impose liability
135 beyond that imposed by state statutes.
136

137 The County agrees to purchase a statutorily required Worker's Compensation insurance
138 policy covering any of Provider's volunteers who are considered "employees" under Wis.
139 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
140 Provider with a copy of the policy.
141

142 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
143 reports required by this Agreement shall be deemed delivered as of the date of the
144 postmark if deposited in a United States mailbox, first class postage attached, and
145 addressed to a party's address as set forth above. It shall be the duty of a party changing
146 its address to notify the other of such change in writing within a reasonable time.
147

148 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
149 affirmative action policies and procedures during the term of this Agreement. Any

150 amendment, deletion, addition, or modification of policies existing at the inception of this
151 Agreement shall not be effective as against a party's obligations under this paragraph
152 unless approved by the other party in writing. If the Provider does not have a non-
153 discrimination or affirmative action policy, the County's policies shall control.
154

155 **Duties of the County:**
156

157 **9. Provide Centralized Support Services.** The County shall provide centralized support
158 services for regional EMS providers in order to maintain and support a quality Regional EMS
159 System. The County's centralized support services may include professional and technical
160 assistance; EMS training and continuing education; EMS quality assurance and utilization
161 review programs; loss control; EMS disaster planning and exercising; County program medical
162 director services; medical control coordination; Hepatitis B immunization; critical incident stress
163 debriefing; and assistance in compliance with the provisions of this Agreement.
164

165 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
166 which has entered into an Intergovernmental Agreement with the County, to respond to any
167 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
168 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
169 from said list. [See Appendix D].
170

171 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
172 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
173 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
174 by all contracted ambulance service providers. The Operational Plan will be reviewed and
175 updated (if needed) on an annual basis.
176

177 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
178 Provider shall comply with all medical protocols and training standards established and
179 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
180

181 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
182 County shall support and assist in medical quality assurance through training and outcome
183 data collection.
184

185 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
186 County's Public Safety Communications Center, the County shall provide a centralized
187 dispatch system to coordinate the provision of emergency medical services. The Provider
188 shall utilize the centralized dispatch system and operate all communications equipment in
189 accordance with the standards, specifications, and operating procedures as developed and
190 approved by the Dane County Public Safety Communications Center Board.
191

192 **15. Paging Services.** The County shall provide communications paging services through
193 the County's Public Safety Communications Center and, shall provide standards and
194 operating procedures as developed and approved by the Dane County Public Safety
195 Communications Center Board.
196

197 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
198 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
199 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance
200

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

252
253 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
254 shall provide to the Provider such Advanced Skills training, retraining, and related services as
255 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
256 and Training Directors shall be provided under the direction of the County Medical Director.
257

258 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
259 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
260 and case review under the direction of the County Medical Director. The Provider shall
261 comply with all operational and reporting requirements for Advanced Skills services and shall
262 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
263 Administrative Code and with the procedures enumerated in the Dane County District
264 Director Handbook.
265

266 **Duties of the EMS Provider:**
267

268 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
269 with all Federal, State and Local laws and regulations governing Emergency Medical Services
270 at the Provider's level of State licensure.
271

272 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
273 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
274 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
275

276 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
277 services available at all times for sick, disabled, and injured persons within the municipalities
278 or portions of municipalities specified in Appendix B of this Agreement.
279

280 Patients shall be transported to the most appropriate medical facility per Dane County
281 destination determination protocol.
282

283 **29. Provide EMS District First Response Program.** The Provider may maintain an
284 organized First Response Program in support of its ambulance service. The Provider shall
285 submit a State operational plan to the County EMS office for review.
286

287 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
288 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
289 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
290 updating the County of any changes in contact information.
291

292 **31. Maintain Management Functions.** The Provider shall appoint one or more
293 supervisory personnel to oversee and carry out the following EMS management functions:
294

- 295 A. Supervise the day-to-day EMS operations of the Provider.
296
297 B. Ensure that the Provider operates in full compliance with the County EMS agreement
298 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
299 governing licensed ambulance service providers.
300

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR PLAIN AMBULANCE SERVICE:

Joseph E. ..., President
Plain Ambulance Service

Date: 12-15-14

Gary Weiss
Gary Weiss, Director
Plain Ambulance Service

Date: 12-15-14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Plain, Franklin, Bear Creek of Plain Amb Service;
 Troy Honey Creek (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Plain and within the town limits of the parts of the Town of Bear Creek, the Town of Franklin, the Town of Honey Creek, the Town of Troy, the Town of Westfield, and the Town of West Point and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Bear Creek included within this District is the following territory, to-wit:

That portion of the Town of Franklin included within this District is the following territory, to-wit:

That portion of the Town of Honey Creek included within this District is the following territory, to-wit:

That portion of the Town of Troy included within this District is the following territory, to-wit:

That portion of the Town of Westfield included within this District is the following territory, to-wit:

That portion of the Town of West Point included within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	3m
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12365	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: 01/01/2014 To: 12/31/2016		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 14434			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. Res 29 If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval Charles A. Tubbs Sr.			

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
 Received	_____	4-28-15	_____
 Controller	_____	_____	4/29/15
 Corporation Counsel	_____	5/1/15	5/1/15
 Risk Management	_____	4/29/15	5/1/15
 ADA Coordinator	_____	_____	_____
 Purchasing Agent	_____	_____	4/29/15
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Sauk Prairie Ambulance 110 Washington St Sauk City, WI 53583	
Contact Person Kevin Weber	
Phone No. 608-643-4183	
E-mail Address medics4u@saukprairieambulance.com	

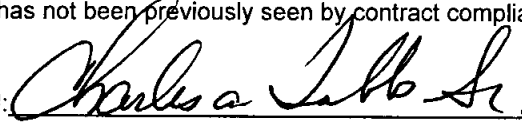
Footnotes:

- _____
- _____

Return To: Name/Title: Charles Tubbs Sr. - Director	Dept.: Emergency Management
Phone: 608-267-1591	Mail Address: 115 W. Doty Street Room 2107
E-mail: tubbs.charles@countyofdane.com	Madison, WI 53703

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No.

12365

Approvals

Corp. Counsel / Risk Mgr / Contract Comp.

Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Sauk Prairie Ambulance Association ("Provider"), 110 Washington Street, Sauk City, Wisconsin 53583.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

302 C. Coordinate all EMS training activities of the Provider through a Training Director or
303 designee who meets the minimal qualifications as outlined in the Dane County
304 District Director Handbook.

305
306 D. Coordinate all Infection Control assignments by a designated Infectious Control
307 Officer or designee who meets the minimal qualifications as outlined in the Dane
308 County District Director Handbook.

309
310 A copy of the Provider's supervisory position description(s), names of incumbents, and a
311 schedule of the chain of command shall be provided to the County annually or as changes
312 occur.

313
314 **Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain all
315 ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance
316 with Wisconsin Statutes and Administrative Code.

317
318 **32. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
319 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
320 any actual or potential claims against or involving the Provider, the Regional Emergency
321 Medical Service, or the County.

322
323 **33. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
324 personnel have and maintain all required licenses and certifications related to the
325 performance of Emergency Medical Services under this Agreement. All personnel
326 performing emergency medical services for Provider shall be credentialed by the Provider as
327 required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider
328 shall submit a roster of all personnel providing Emergency Medical Services under this
329 Agreement which includes the level of licensure and proof of credentialing. Provider shall
330 notify the County within 10 days of any changes to its roster.

331
332 **34. Background Review of Prospective Provider Employees/Volunteers.** The Provider
333 shall conduct a background review of all prospective employees and volunteers making
334 application to join the Provider. The Provider shall advise all prospective employees and
335 volunteers, in writing, that a background review will be conducted. Provider shall secure
336 written releases from all prospective employees and volunteers authorizing the background
337 review. Prospective employees and volunteers who refuse to sign a release shall not be
338 allowed to participate in the EMS program. At a minimum, the background review shall
339 include a review of convictions, current criminal charges, governmental or regulatory agency
340 determinations of abuse, neglect or misappropriation of property, and a determination
341 whether the prospective employee or volunteer holds a valid license or certificate issued by
342 the State of Wisconsin to perform emergency medical services. If the prospective employee
343 or volunteer holds a valid license or certificate, the review shall also include a determination
344 that no grounds exist under any applicable provision of the Wisconsin Statutes or
345 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
346 the license or certificate. If the prospective employee or volunteer does not hold a certificate
347 or license, or is in training, the background review must be in substantial compliance with the
348 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
349 would not, for any reason, be eligible to obtain a license or certificate to perform emergency
350 medical services shall not be allowed to participate in the EMS program.

351

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

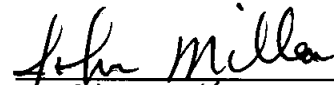
Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

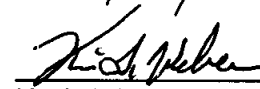
Date: _____

FOR SAUK PRAIRIE AMBULANCE:



John Miller, President
Sauk Prairie Ambulance

Date: 1/12/15



Kevin Weber, Director
Sauk Prairie Ambulance

Date: 1/12/2015

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Town of Roxbury; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Sauk City and the Village of Prairie du Sac and within the town limits of the parts of the Town of Roxbury and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Roxbury included within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 29

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12366	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 14435			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. Res 29 If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval Charles Tubbs Sr.			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>Ng</u>	Received	_____	<u>4-28-15</u>	_____
<u>aj</u>	Controller	_____	_____	<u>4/29/15</u>
<u>jj</u>	Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>JA</u>	Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>ck</u>	ADA Coordinator	_____	_____	<u>4/29/15</u>
_____	Purchasing Agent	_____	_____	_____
_____	County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Spring Green FD/EMS 327 South Winsted Street Spring Green, WI 53588	
Contact Person	
Jerome Baryenbruch	
Phone No.	
608-588-2030	
E-mail Address	
jbaryenbruch@charter.net	

Footnotes:

- _____
- _____

Return To: Name/Title: Charles Tubbs Sr. - Director Dept.: Emergency Management
Phone: 608-267-1591 Mail Address: 115 W. Doty Street Room 2107
E-mail: tubbs.charles@countyofdane.com Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: _____

Telephone Number: 608-267-1591

Print Name: _____

Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Spring Green Fire Department/Emergency Medical Service ("Provider"), 495 W. Madison Street, Spring Green, Wisconsin 53588.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

Date: _____

FOR SPRING GREEN FD/EMS:

Carol Olson
_____, President
Spring Green FD/EMS

Date: 12-17-14

Jerome Baryenbruch
_____, Director
Spring Green FD/EMS

Date: 12/15/2011

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Spring Green FD/EMS of James Barghout; (City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Spring Green and within the town limits of the parts of the Town of Spring Green, the Town of Troy, and the Town of Wyoming and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Spring Green included within this District is the following territory, to-wit:

That portion of the Town of Troy included within this District is the following territory, to-wit:

That portion of the Town of Wyoming included within this District is the following territory, to-wit:

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: <u>12367</u>																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border: none;"> <tr> <td style="width: 30%; border: none;">Contract</td> <td style="width: 40%; border: none; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; border: none;">Addendum</td> </tr> <tr> <td style="border: none;">↓</td> <td style="border: none;"></td> <td style="border: none;">↓</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">POS</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Co Lesse</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Co Lessor</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☒</td> <td style="border: none; text-align: center;">Intergovernmental</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Purchase of Property</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Property Sale</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Other:</td> <td style="border: none;">☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lesse	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
Contract	If Addendum, please include original contract number	Addendum																												
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☒	Intergovernmental	☐																												
☐	Purchase of Property	☐																												
☐	Property Sale	☐																												
☐	Other:	☐																												
2. This contract is discretionary ☐ YES ☒ NO																														
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																														
4. Amount of Contract or Addendum <u>\$0.00</u>																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
6. Vendor or Funding Source:																														
7. MUNIS Vendor Code: <u>1389</u>																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO																														
10. Are funds included in the budget? ☐ YES ☐ NO																														
<table style="width:100%; border: none;"> <tr> <td style="width: 60%; border: none;">11. Account No. & Amount, Org. & Obj. _____</td> <td style="width: 40%; border: none;">Amount \$ _____</td> </tr> <tr> <td style="border: none;">Account No. & Amount, Org. & Obj. _____</td> <td style="border: none;">Amount \$ _____</td> </tr> <tr> <td style="border: none;">Account No. & Amount, Org. & Obj. _____</td> <td style="border: none;">Amount \$ _____</td> </tr> </table>				11. Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____	Account No. & Amount, Org. & Obj. _____	Amount \$ _____																					
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Account No. & Amount, Org. & Obj. _____	Amount \$ _____																													
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. <u>Res 29</u> If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval <u>Charles a Tubbs Sr.</u>																														

CONTRACT REVIEW/APPROVALS**VENDOR**

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>4-28-15</u>	_____
<u>dc</u> Controller	_____	_____	<u>4/29/15</u>
<u>CH</u> Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>HA</u> Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>dc</u> ADA Coordinator	_____	_____	<u>4/29/15</u>
_____ Purchasing Agent	_____	_____	_____
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Stoughton Area EMS 516 S Fourth Street Stoughton, WI 53589	
Contact Person Lisa Schimelpfenig	
Phone No. 608-646-0459	
E-mail Address lschimelpfenig@ci.stoughton.wi.us	

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>	
Phone: <u>608-267-1591</u>	Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u>	Madison, WI 53703

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: Charles a. Tubbs Sr.

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12367

Agreement No. 12367
 Approvals: _____
 Corp. Counsel / Risk Mgr / Contract Comp.
 Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Stoughton Area Emergency Medical Service ("Provider"), 381 E. Main Street, Stoughton, Wisconsin 53589.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

403
404
405
406 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
407 agents have executed this Intergovernmental Agreement, effective as of the date by which
408 all parties hereto have affixed their respective signatures, as indicated below.
409

410
411 **FOR COUNTY OF DANE:**

412
413
414 _____
415 Joseph Parisi
416 Dane County Executive

417
418 Date: _____
419

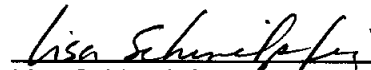
420
421 _____
422 Scott McDonnell
423 Dane County Clerk

424
425 Date: _____
426

FOR STOUGHTON AREA EMS:


_____, Mayor
City of Stoughton

Date: 12-22-14



Lisa Schimelpfenig, Director
Stoughton Area EMS

Date: 12-22-14

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the City of Stoughton;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the City of Stoughton and within the town limits of the parts of the Town of Dunkirk, the Town of Pleasant Springs, the Town of Porter (Rock County), the Town of Rutland, and the Town of Union (Rock County) and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Dunkirk included within this District is the following territory, to-wit:

That portion of the Town of Dunn included within this District is the following territory, to-wit:

Sections S 1/2 22, S 1/2 23, 25, 26, 27, 28 except the W 1/2 and the N 1/2 of the NE 1/4, 33, 34, 36.

That portion of the Town of Pleasant Springs included within this District is the following territory, to-wit:

Sections S 1/2 22, S 1/2 23, 25, 26, 27, 28 except the W 1/2 and the N 1/2 of the NE 1/4, 33, 34, 36.

That portion of the Town of Porter (Rock County) included within this District is the following territory, to-wit:

Sections NW 1/4 of 4, N 1/2 of 5, and the N 1/2 of 6.

That portion of the Town of Rutland included within this District is the following territory, to-wit:

Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, N 1/2 and SE 1/4 of the NE 1/4 of 21, all portions of 22 north of a line formed by Old Stone Road; 23, 24, 25 except the SW 1/4 of the SW 1/4; 26 except the S 1/2 of the SW 1/4 and the S 1/2 of the SE 1/4; and the E 1/2 of the NE 1/4, the E 1/2 of SW 1/4 and the NE 1/4 of the SE 1/4 of 36.

That portion of the Town of Union (Rock County) included within this District is the following territory, to-wit:

NE 1/4 of Section 1.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12368	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS ☐	
4. Amount of Contract or Addendum \$0.00		☐ Co Lesse ☐	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☐ Co Lessor ☐	
		☒ Intergovernmental ☐	
		☐ Purchase of Property ☐	
		☐ Property Sale ☐	
		☐ Other: ☐	
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 1390			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. Res 29 If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval Charles A. Tubbs Sr.			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>MB</u>	Received	_____	<u>4-28-15</u>	_____
<u>CR</u>	Controller	_____	_____	<u>4/29/15</u>
<u>CR</u>	Corporation Counsel	_____	<u>5/1/15</u>	<u>5/1/15</u>
<u>CR</u>	Risk Management	_____	<u>4/29/15</u>	<u>5/1/15</u>
<u>CR</u>	ADA Coordinator	_____	_____	_____
<u>CR</u>	Purchasing Agent	_____	_____	<u>4/29/15</u>
_____	County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Sun Prairie EMS 300 E Main Street Sun Prairie, WI 53590	
Contact Person	
Kep Anderson	
Phone No.	
608-825-1135	
E-mail Address	
janderson@cityofsunprairie.com	

Footnotes:

- _____
- _____

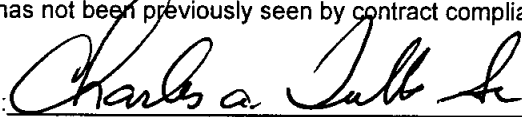
Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015

Signed: 

Telephone Number: 608-267-1591

Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12368

Agreement No. 12368
Approvals: _____
Corp. Counsel / Risk Mgr. / Contract Comp.
Department: Emergency Management

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INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Sun Prairie Area Emergency Medical Service ("Provider"), 300 E. Main Street, Sun Prairie, Wisconsin 53590.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

- 1. Automatic Aid Service.**
 - A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advanced Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.
155

156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.
165

166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

296 A. Supervise the day-to-day EMS operations of the Provider.
297

298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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NOW, IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents have executed this Intergovernmental Agreement, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY OF DANE:

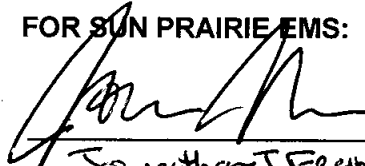
Joseph Parisi
Dane County Executive

Date: _____

Scott McDonnell
Dane County Clerk

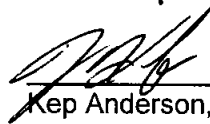
Date: _____

FOR SUN PRAIRIE EMS:



Joseph J. Fenech Mayor
City of Sun Prairie

Date: 3/13/15



Rep Anderson, Director
Sun Prairie EMS

Date: 3-17-15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the _____ of _____;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the City of Sun Prairie and within the town limits of the parts of the Town of Bristol as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

Appendix "C"

Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 29

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12369	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract Addendum	
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: 01/01/2014 To: 12/31/2016		↓	
4. Amount of Contract or Addendum \$0.00		↓	
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		↓	
6. Vendor or Funding Source:		↓	
7. MUNIS Vendor Code: 8016		↓	
8. Bid/RFP Number:		↓	
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO		↓	
10. Are funds included in the budget? ☐ YES ☐ NO		↓	
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____		↓	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption Res 29		↓	
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO		↓	
14. Director's Approval Charles A. Tubbs Sr.		↓	

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
	Received		4-28-15	
	Controller			4/29/15
	Corporation Counsel		5/1/15	5/1/15
	Risk Management		4/29/15	5/1/15
	ADA Coordinator			
	Purchasing Agent			4/29/15
	County Executive			

VENDOR

Vendor Name & Address	
Town of Madison FD/EMS 2120 Fish Hatchery Road Madison, WI 53713	
Contact Person	
David Bloom	
Phone No.	
608-210-7261	
E-mail Address	
bloomd@town.madison.wi.us	

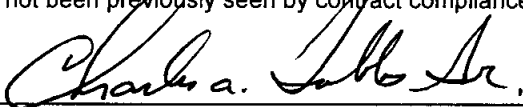
Footnotes:

-
-

Return To: Name/Title: Charles Tubbs Sr. - Director	Dept.: Emergency Management
Phone: 608-267-1591	Mail Address: 115 W. Doty Street Room 2107
E-mail: tubbs.charles@countyofdane.com	Madison, WI 53703

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 04/22/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12369

Agreement No. 12369
Approvals: _____ / _____ / _____
Corp. Counsel / Risk Mgr. / Contract Comp.
Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT
Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Town of Madison Fire Department/Emergency Medical Service ("Provider"), 2120 Fish Hatchery Road, Madison, Wisconsin 53713.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**

157
158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].

171
172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.

177
178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

181
182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.

185
186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.

192
193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.

198
199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.
272

273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
276

277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.
280

281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.
283

284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.
287

288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.
292

293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:
295

- 296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

403
404
405
406 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
407 agents have executed this Intergovernmental Agreement, effective as of the date by which
408 all parties hereto have affixed their respective signatures, as indicated below.
409

410
411 **FOR COUNTY OF DANE:**

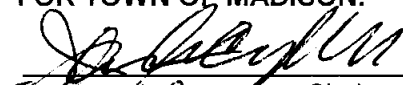
412
413 _____
414 Joseph Parisi
415 Dane County Executive
416

417 Date: _____
418
419

420 _____
421 Scott McDonnell
422 Dane County Clerk
423

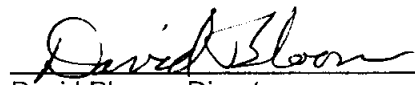
424 Date: _____
425

FOR TOWN OF MADISON:



James A. Campbell, Chairperson
Town of Madison

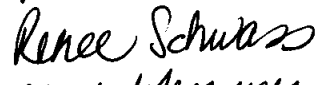
Date: 1/19/15



David Bloom, Director
Town of Madison FD/EMS

Date: 1/19/15

Attest:


Renee Schuess
Clerk/Treasurer

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the Town of Madison F.D. of James Campbell;
(City, ~~Town~~ Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the town limits of the parts of the Town of Madison and the Town of Blooming Grove and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Blooming Grove included within this District is the following territory, to-wit:

Sections 29, 30, 31, and 32.

Appendix "C"

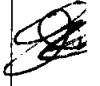
Insurance Coverage

PROVIDER shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (Including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by or resulting from that acts or omissions of COUNTY, its agencies, boards, commission, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	

Res 29

CONTRACT COVERSHEET**NOTE: Shaded areas are for County Executive review.**

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: <u>12372</u>																												
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		<table style="width:100%; border: none;"> <tr> <td style="width: 30%; border: none;">Contract</td> <td style="width: 40%; border: none; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; border: none;">Addendum</td> </tr> <tr> <td style="border: none; text-align: center;">↓</td> <td style="border: none;"></td> <td style="border: none; text-align: center;">↓</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">POS</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Co Lessee</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Co Lessor</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☒</td> <td style="border: none; text-align: center;">Intergovernmental</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Purchase of Property</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Property Sale</td> <td style="border: none;">☐</td> </tr> <tr> <td style="border: none;">☐</td> <td style="border: none; text-align: center;">Other:</td> <td style="border: none;">☐</td> </tr> </table>		Contract	If Addendum, please include original contract number	Addendum	↓		↓	☐	POS	☐	☐	Co Lessee	☐	☐	Co Lessor	☐	☒	Intergovernmental	☐	☐	Purchase of Property	☐	☐	Property Sale	☐	☐	Other:	☐
Contract	If Addendum, please include original contract number	Addendum																												
↓		↓																												
☐	POS	☐																												
☐	Co Lessee	☐																												
☐	Co Lessor	☐																												
☒	Intergovernmental	☐																												
☐	Purchase of Property	☐																												
☐	Property Sale	☐																												
☐	Other:	☐																												
2. This contract is discretionary ☐ YES ☒ NO																														
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>																														
4. Amount of Contract or Addendum <u>\$0.00</u>																														
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.																														
6. Vendor or Funding Source: <u>Belleville Area Emergency Medical Services</u>																														
7. MUNIS Vendor Code: <u>14436</u>																														
8. Bid/RFP Number:																														
9. If grant: Funds Positions? ☐ YES ☒ NO Will require on-going or matching funds? ☐ YES ☒ NO																														
10. Are funds included in the budget? ☐ YES ☒ NO																														
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
Account No. & Amount, Org. & Obj. _____		Amount \$ _____																												
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. <u>Res 29</u> If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																														
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO																														
14. Director's Approval <u>Charles A. Tubbs Sr.</u>																														

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>[Signature]</u>	Received	_____	<u>5-4-15</u>	_____
<u>[Signature]</u>	Controller	_____	_____	<u>5/5/15</u>
<u>[Signature]</u>	Corporation Counsel	_____	<u>5/6/15</u>	<u>5/6/15</u>
<u>[Signature]</u>	Risk Management	_____	<u>5/5/15</u>	<u>5/5/15</u>
<u>[Signature]</u>	ADA Coordinator	_____	<u>5/5/15</u>	<u>5/5/15</u>
<u>[Signature]</u>	Purchasing Agent	_____	<u>5/6/15</u>	<u>5/6/15</u>
_____	County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Belleville Area EMS 480 River Street Belleville, WI 53508	
Contact Person Gary Ziegler	
Phone No. 608-424-3350	
E-mail Address director@bellevilleems.com	

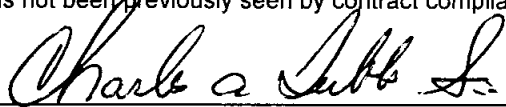
Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>	
Phone: <u>608-267-1591</u>	Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u>	<u>Madison, WI 53703</u>

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 05/01/2015Signed: Telephone Number: 608-267-1591Print Name: Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Agreement No. 12372

Approvals: _____

Corp. Counsel / Risk Mgr / Contract Comp.

Department: Emergency Management

INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Belleville Area Emergency Medical Services ("Provider"), 480 River Street, Belleville, Wisconsin 53508.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers unless it can be done without compromising the efficiency of the ALS program.. Agencies may chose their preferred mode of ALS as set forth in Appendix E. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction via radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

100 **ALS Steering Committee** means a cooperative effort by the Advanced Life
101 Support providers within the County of Dane to provide a coordinated regional
102 approach of delivering Advanced Life Support.
103

104 **Tiered Response** means simultaneous response by an Advanced Life Support
105 ambulance in support of a Basic Life Support ambulance response to the same
106 call or an Advanced EMT ambulance in support of a Basic Life Support
107 ambulance response to the same call.
108

109 **3. Term.** The Intergovernmental Agreement commences on the day following the date
110 when this Agreement has been fully executed by the parties and shall remain in full force and
111 effect from the date it is fully executed by all the parties to December 31, 2016, and shall
112 continue in full force and effect from year to year thereafter, unless at any time at least sixty
113 (60) calendar days before December 31 of any year thereafter, either party furnishes the
114 other with written notice of intent to terminate.
115

116 **4. Amendment.** This Agreement may be amended from time to time by mutual
117 agreement of the parties. Any party desiring to modify this Agreement shall notify the other
118 in writing sixty (60) days prior to that action.
119

120 **5. Personnel and Resources.** Each party agrees to secure at the party's own expense
121 all personnel necessary to carry out its obligations under this Agreement. Such personnel
122 shall not be deemed to be employees of the other party nor shall they, or any of them, have
123 or be deemed to have, any direct contractual relationship with the other party. Each party
124 to this Agreement shall determine for itself whether it has adequate staff and resources to
125 meet its obligations under this Agreement. This Agreement does not create any
126 enforceable rights for any party or parties to determine whether any other party's resources
127 are inadequate to meet its obligations under this Agreement.
128

129 **6. Insurance.** Each party shall be responsible for the consequences of its own acts,
130 errors, or omissions and those of its employees, boards, commissions, agencies, officers,
131 and representatives and shall be responsible for any losses, claims, and liabilities which are
132 attributable to such acts, errors, or omissions including providing its own defense. In
133 situations of joint liability, each party shall be responsible for the consequences of its own
134 acts, errors, or omissions and those of its employees, agents, boards, commissions,
135 agencies, officers and representatives. It is not the intent of the parties to impose liability
136 beyond that imposed by state statutes.
137

138 The County agrees to purchase a statutorily required Worker's Compensation insurance
139 policy covering any of Provider's volunteers who are considered "employees" under Wis.
140 Stat. § 102.07(7)(b), through December 31, 2016. Upon request, the County shall furnish
141 Provider with a copy of the policy.
142

143 **7. Notices.** All notices shall be in writing to both parties. Notices, bills, invoices, and
144 reports required by this Agreement shall be deemed delivered as of the date of the
145 postmark if deposited in a United States mailbox, first class postage attached, and
146 addressed to a party's address as set forth above. It shall be the duty of a party changing
147 its address to notify the other of such change in writing within a reasonable time.
148

149 **8. Non-Discrimination.** Each party shall abide by its respective non-discrimination and
150 affirmative action policies and procedures during the term of this Agreement. Any

151 amendment, deletion, addition, or modification of policies existing at the inception of this
152 Agreement shall not be effective as against a party's obligations under this paragraph
153 unless approved by the other party in writing. If the Provider does not have a non-
154 discrimination or affirmative action policy, the County's policies shall control.

155
156 **Duties of the County:**
157

158 **9. Provide Centralized Support Services.** The County shall provide centralized support
159 services for regional EMS providers in order to maintain and support a quality Regional EMS
160 System. The County's centralized support services may include professional and technical
161 assistance; EMS training and continuing education; EMS quality assurance and utilization
162 review programs; loss control; EMS disaster planning and exercising; County program medical
163 director services; medical control coordination; Hepatitis B immunization; critical incident stress
164 debriefing; and assistance in compliance with the provisions of this Agreement.

165
166 **10. Provide for Automatic Aid.** The County shall require any EMS district or community,
167 which has entered into an Intergovernmental Agreement with the County, to respond to any
168 request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all
169 EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions
170 from said list. [See Appendix D].
171

172 **11. Submit Operational Plan.** The County and the Provider shall submit to the State of
173 Wisconsin, Department of Health and Family Services, an Operational Plan as identified in
174 the Wisconsin Administrative Code. This Operational Plan will reflect information submitted
175 by all contracted ambulance service providers. The Operational Plan will be reviewed and
176 updated (if needed) on an annual basis.
177

178 **12. Comply with Medical Guidance, Standards, and Protocols.** The County and the
179 Provider shall comply with all medical protocols and training standards established and
180 agreed upon by the Provider, the Service Medical Director, and the County Medical Director.
181

182 **13. Provide Medical Quality Assurance and Utilization Review Procedures.** The
183 County shall support and assist in medical quality assurance through training and outcome
184 data collection.
185

186 **14. Provide Centralized EMS Communications and Dispatch Services.** Through the
187 County's Public Safety Communications Center, the County shall provide a centralized
188 dispatch system to coordinate the provision of emergency medical services. The Provider
189 shall utilize the centralized dispatch system and operate all communications equipment in
190 accordance with the standards, specifications, and operating procedures as developed and
191 approved by the Dane County Public Safety Communications Center Board.
192

193
194 **15. Paging Services.** The County shall provide communications paging services through
195 the County's Public Safety Communications Center and, shall provide standards and
196 operating procedures as developed and approved by the Dane County Public Safety
197 Communications Center Board.
198

199 **16. Provide Standby Ambulance.** The County shall provide a fully equipped standby
200 ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec.
201 Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop Emergency Support Function 8B EMS, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.

258
259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.

266
267 **Duties of the EMS Provider:**

268
269 **26. Comply with all Federal, State and Local Laws and Regulation.** Provider shall comply
270 with all Federal, State and Local laws and regulations governing Emergency Medical Services
271 at the Provider's level of State licensure.

272
273 **27. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
274 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
275 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.

276
277 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
278 services available at all times for sick, disabled, and injured persons within the municipalities
279 or portions of municipalities specified in Appendix B of this Agreement.

280
281 Patients shall be transported to the most appropriate medical facility per Dane County
282 destination determination protocol.

283
284 **29. Provide EMS District First Response Program.** The Provider may maintain an
285 organized First Response Program in support of its ambulance service. The Provider shall
286 submit a State operational plan to the County EMS office for review.

287
288 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
289 Director as required by Wisconsin Administrative Code § DHS 110.49. The Service Medical
290 is encouraged to participate in Medical Advisory Subcommittee and is responsible for
291 updating the County of any changes in contact information.

292
293 **31. Maintain Management Functions.** The Provider shall appoint one or more
294 supervisory personnel to oversee and carry out the following EMS management functions:

- 295
296 A. Supervise the day-to-day EMS operations of the Provider.
297
298 B. Ensure that the Provider operates in full compliance with the County EMS agreement
299 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
300 governing licensed ambulance service providers.
301

C. Coordinate all EMS training activities of the Provider through a Training Director or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

D. Coordinate all Infection Control assignments by a designated Infectious Control Officer or designee who meets the minimal qualifications as outlined in the Dane County District Director Handbook.

A copy of the Provider's supervisory position description(s), names of incumbents, and a schedule of the chain of command shall be provided to the County annually or as changes occur.

Maintain, Repair, and Replace Equipment. The Provider shall, at its expense, maintain all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full compliance with Wisconsin Statutes and Administrative Code.

32. Provide Notice of Legal and Medical Claims. The Provider shall provide notice to the County as soon as possible, but no later than twenty-four (24) hours after becoming aware of any actual or potential claims against or involving the Provider, the Regional Emergency Medical Service, or the County.

33. Licenses, Certification and Credentialing. Provider shall ensure that assigned personnel have and maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement. All personnel performing emergency medical services for Provider shall be credentialed by the Provider as required by Wisconsin Administrative Code Sec. DHS 110.52. On an annual basis, Provider shall submit a roster of all personnel providing Emergency Medical Services under this Agreement which includes the level of licensure and proof of credentialing. Provider shall notify the County within 10 days of any changes to its roster.

34. Background Review of Prospective Provider Employees/Volunteers. The Provider shall conduct a background review of all prospective employees and volunteers making application to join the Provider. The Provider shall advise all prospective employees and volunteers, in writing, that a background review will be conducted. Provider shall secure written releases from all prospective employees and volunteers authorizing the background review. Prospective employees and volunteers who refuse to sign a release shall not be allowed to participate in the EMS program. At a minimum, the background review shall include a review of convictions, current criminal charges, governmental or regulatory agency determinations of abuse, neglect or misappropriation of property, and a determination whether the prospective employee or volunteer holds a valid license or certificate issued by the State of Wisconsin to perform emergency medical services. If the prospective employee or volunteer holds a valid license or certificate, the review shall also include a determination that no grounds exist under any applicable provision of the Wisconsin Statutes or Administrative Code that would cause the denial, nonrenewal, suspension or revocation of the license or certificate. If the prospective employee or volunteer does not hold a certificate or license, or is in training, the background review must be in substantial compliance with the Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who would not, for any reason, be eligible to obtain a license or certificate to perform emergency medical services shall not be allowed to participate in the EMS program.

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

35. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances,

37. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

38. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

39. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

40. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

41. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

42. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

403
404
405
406 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
407 agents have executed this Intergovernmental Agreement, effective as of the date by which
408 all parties hereto have affixed their respective signatures, as indicated below.
409

410
411 **FOR COUNTY OF DANE:**

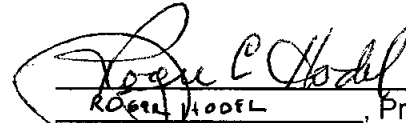
412
413
414 _____
415 Joseph Parisi
416 Dane County Executive

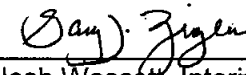
417
418 Date: _____
419

420
421 _____
422 Scott McDonnell
423 Dane County Clerk

424
425 Date: _____
426

FOR BELLEVILLE AREA EMS:

_____ 
ROGER C. MODEL, President
Belleville Area EMS Belleville, Missouri
Date: 1/31/15 AND INTER FIRE AND
EMS ASSOCIATION

_____ 
Josh Wescott, Interim Director
Belleville Area EMS
6-21-2016

Date: 1/15/15

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the BELLEVILLE, MONTESSO AND EXTRA FILE/EMS of _____;
(City, Town, Village) ASSOCIATION (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Belleville and within the town limits of the parts of the Town of Exeter (Green County), the Town of Montrose, and the Town of Oregon and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Exeter (Green County) included within this District is the following territory, to-wit:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36.

That the portion of the Town of Montrose includes within this District is the following territory, to-wit:

Portions of Section 18, Section 19, portions of Section 29, Sections 30 and 31.

That portion of the Town of Oregon included within this District is the following territory, to-wit:

Portions of Sections 32.

Appendix C

INSURANCE COVERAGE PROVIDED BY THE COUNTY OF DANE

The County of Dane agrees to provide the following insurance coverage for the Belleville Area Emergency Medical Service volunteers.

Workers Compensation

E.L. Each Accident - \$100,000
E.L. Disease – EA Employee - \$100,000
E.L. Disease – Policy Limit - \$500,000

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

"Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS
McFarland EMS
Middleton EMS

Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	X

Res 29

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT EMERGENCY MANAGEMENT - EMS Division		CONTRACT/ADDENDUM #: 12385	
1. This contract, grant or addendum: ☐ AWARDS ☒ ACCEPTS		Contract	Addendum
2. This contract is discretionary ☐ YES ☒ NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>		☐ POS	☐
4. Amount of Contract or Addendum \$0.00		☐ Co Lessee	☐
5. Purpose: To coordinate and have in place a coordinated EMS Region with Automatic Aid, Advanced Life Support and Standardized Medical Protocols in our region.		☒ Intergovernmental	☐
		☐ Purchase of Property	☐
		☐ Property Sale	☐
		☐ Other:	☐
6. Vendor or Funding Source:			
7. MUNIS Vendor Code: 14439			
8. Bid/RFP Number:			
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on-going or matching funds? ☐ YES ☐ NO			
10. Are funds included in the budget? ☐ YES ☐ NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: ☒ YES ☐ NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☒ NO			
14. Director's Approval <i>Charles a Tubbs Sr.</i>			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	<u>5-26-15</u>	_____
<i>CM</i> Controller	_____	_____	<u>5/26/15</u>
<i>MM</i> Corporation Counsel	_____	<u>5/27/15</u>	<u>5/27/15</u>
<i>SA</i> Risk Management	_____	<u>5/26/15</u>	<u>5/26/15</u>
<i>SA</i> ADA Coordinator	_____	<u>5/26/15</u>	<u>5/26/15</u>
<i>CS</i> Purchasing Agent	_____	<u>5/27/15</u>	<u>5/27/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Cambridge Area EMS 200 N. Main Street Cambridge, WI 53523	
Contact Person	
Bob Salov	
Phone No.	
608-423-3511	
E-mail Address	
director@cambridgeems.com	

Footnotes:

1. _____
2. _____

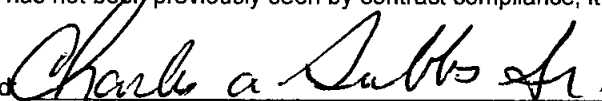
Return To: Name/Title: <u>Charles Tubbs Sr. - Director</u> Dept.: <u>Emergency Management</u>
Phone: <u>608-267-1591</u> Mail Address: <u>115 W. Doty Street Room 2107</u>
E-mail: <u>tubbs.charles@countyofdane.com</u> Madison, WI 53703

CERTIFICATIONThe attached contract: *(Check as many as apply)*

- ☐ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☒ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 2/18/14

Signed

Telephone Number: 608-267-1591

Print Name:

Charles Tubbs Sr.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

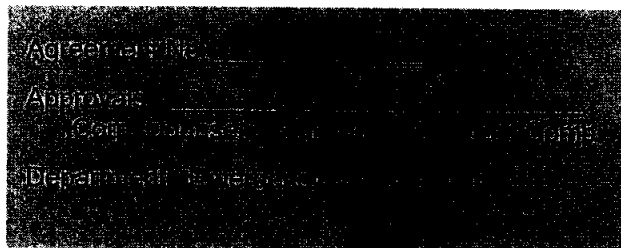
2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



INTERGOVERNMENTAL AGREEMENT

Regional Emergency Medical Service (EMS) System

This Intergovernmental Agreement ("Agreement"), is between the County of Dane ("County"), 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, and the Cambridge Area Emergency Medical Service ("Provider"), 200 N. Main Street, Cambridge, Wisconsin 53523.

WITNESSETH:

WHEREAS, this Agreement sets forth the expectations, responsibilities and mechanisms for the provision of a Regional Emergency Medical Service (EMS) System; and

WHEREAS, the County and the Provider to the fullest extent possible, will cooperatively seek regional standardization of equipment, protocols, training, medical direction, planning and programs; and

WHEREAS, in addition to the provisions of any other statutes specifically authorizing cooperation between municipalities, either party may contract with other municipalities in this state pursuant to Wis. Stat. § 66.0301, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Wis. Stat. § 66.0301, shall be interpreted liberally in favor of cooperative action between municipalities in this state; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the undersigned EMS Provider do agree as follows:

1. Automatic Aid Service.

- A. It is understood and agreed between the parties that Automatic Aid will be provided by the closest available Basic Life Support (BLS) ambulance as determined by the Dane County Public Safety Communications Center and the undersigned EMS Provider without regard to jurisdictional boundaries. In addition, BLS service providers will receive the closest available Advanced Life Support

(ALS) ambulance on those calls determined by Priority Medical Dispatch and agreed upon by the local BLS service provider, to fall within the currently adopted list of Automatic Aid Codes in Appendix A or when requested by a BLS provider.

- B. Provider will not solicit and/or enter into contracts to provide or receive ALS service with municipalities or EMS providers without unanimous consent of the ALS Steering Committee and unless it can be done without compromising the efficiency of the program and under conditions determined by the ALS Steering Committee. This provision does not apply to the requirement for ALS and BLS providers to execute separate agreements which define the terms for distributing Medicare reimbursements related to the provision of ALS intercepts.
- C. Provider shall have a radio system or communication system that can maintain direct links to the Dane County Public Safety Communications Center.
- D. Provider will be responsible for maintaining the records relating to the calls to which it has been dispatched regardless of jurisdictional boundaries.
- E. Provider will ensure that all assigned personnel maintain all required licenses and certifications related to the performance of Emergency Medical Services under this Agreement.

2. Definitions. For the purposes of this Agreement, the following definitions will be used:

Basic Life Support (BLS) means any municipal non-paramedic Emergency Medical Service provider.

Automatic Aid means the sending of another ambulance into the primary provider's district when the need for an ambulance has been identified and the primary provider is unable to respond, or the need for additional ambulances has been identified.

Automatic Aid Codes means those codes listed in Appendix A.

Advanced Life Support (ALS) means a municipal paramedic-level Emergency Medical Service provider staffed at either the one or two paramedic level.

Emergency Medical Service District means an identified geographic response area with boundaries within the County of Dane as detailed in Appendix B.

On-line Medical Control Physician means a physician from a designated hospital who provides direction viva radio or telephone to the Emergency Medical Services providers.

Priority Medical Dispatch means an adopted system of prioritization based on defined medical need.

Regional EMS System means a cooperative effort among the Emergency Medical Service providers within and surrounding the County of Dane.

ALS Steering Committee means a cooperative effort by the Advance Life Support providers within the County of Dane to provide a coordinated regional approach of delivering Advanced Life Support.

Tiered Response means simultaneous response by an Advanced Life Support ambulance in support of a Basic Life Support ambulance response to the same call or an Advanced EMT ambulance in support of a Basic Life Support ambulance response to the same call.

3. Term. The Intergovernmental Agreement commences on the day following the date when this Agreement has been fully executed by the parties and shall remain in full force and effect from the date it is fully executed by all the parties to December 31, 2016, and shall continue in full force and effect from year to year thereafter, unless at any time at least sixty (60) calendar days before December 31 of any year thereafter, either party furnishes the other with written notice of intent to terminate.

4. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties. Any party desiring to modify this Agreement shall notify the other in writing sixty (60) days prior to that action.

5. Personnel and Resources. Each party agrees to secure at the party's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they, or any of them, have or be deemed to have, any direct contractual relationship with the other party. Each party to this Agreement shall determine for itself whether it has adequate staff and resources to meet its obligations under this Agreement. This Agreement does not create any enforceable rights for any party or parties to determine whether any other party's resources are inadequate to meet its obligations under this Agreement.

6. Insurance. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

The County agrees to purchase a statutorily required Worker's Compensation insurance policy covering any of Provider's volunteers who are considered "employees" under Wis. Stat. § 102.07(7), through December 31, 2016. Upon request, the County shall furnish Provider with a copy of the policy.

7. Notices. All notices shall be in writing to both parties. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, and addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other of such change in writing within a reasonable time.

8. Non-Discrimination. Each party shall abide by its respective non-discrimination and affirmative action policies and procedures during the term of this Agreement. Any

amendment, deletion, addition, or modification of policies existing at the inception of this Agreement shall not be effective as against a party's obligations under this paragraph unless approved by the other party in writing. If the Provider does not have a non-discrimination or affirmative action policy, the County's policies shall control.

Duties of the County:

9. Provide Centralized Support Services. The County shall provide centralized support services for regional EMS providers in order to maintain and support a quality Regional EMS System. The County's centralized support services may include professional and technical assistance; EMS training and continuing education; EMS quality assurance and utilization review programs; loss control; EMS disaster planning and exercising; County program medical director services; medical control coordination; Hepatitis B immunization; critical incident stress debriefing; and assistance in compliance with the provisions of this Agreement.

10. Provide for Automatic Aid. The County shall require any EMS district or community, which has entered into an Intergovernmental Agreement with the County, to respond to any request for Automatic Aid by the Provider. The County shall furnish the Provider with a list of all EMS districts and shall annually notify the Provider, in writing, of any additions to or deletions from said list. [See Appendix D].

11. Submit Operational Plan. The County and the Provider shall submit to the State of Wisconsin, Department of Health and Family Services, an Operational Plan as identified in the Wisconsin Administrative Code. This Operational Plan will reflect information submitted by all contracted ambulance service providers. The Operational Plan will be reviewed and updated (if needed) on an annual basis.

12. Comply with Medical Guidance, Standards, and Protocols. The County and the Provider shall comply with all medical protocols and training standards established and agreed upon by the Provider, the Service Medical Director, and the County Medical Director.

13. Provide Medical Quality Assurance and Utilization Review Procedures. The County shall support and assist in medical quality assurance through training and outcome data collection.

14. Provide Centralized EMS Communications and Dispatch Services. Through the County's Public Safety Communications Center, the County shall provide a centralized dispatch system to coordinate the provision of emergency medical services. The Provider shall utilize the centralized dispatch system and operate all communications equipment in accordance with the standards, specifications, and operating procedures as developed and approved by the Dane County Public Safety Communications Center Board. This will include Automatic Vehicle Locator (AVL) equipment at the Provider's expense.

15. Paging Services. The County shall provide communications paging services through the County's Public Safety Communications Center and, shall provide standards and operating procedures as developed and approved by the Dane County Public Safety Communications Center Board.

16. Provide Standby Ambulance. The County shall provide a fully equipped standby ambulance satisfying no less than the standards of Wisconsin Administrative Code Sec. Trans 309 and equipped to meet implemented program initiatives. The standby ambulance

shall be used by the Provider in accordance with the procedures listed in the Dane County District Director Handbook. The Provider shall be responsible for payment of any deductible portion of repair expenses for any collision or physical damages to ambulance(s) and related equipment insured by the County caused by the Provider.

17. Provide Educational Programs for Loss Control. The County may provide educational resources specifically directed to loss control in order to reduce worker's compensation claims. The programs may include such subject areas as driving, lifting and moving, care of the back, and communicable disease exposure.

18. Coordinate Regional EMS Disaster Preparedness and Response. The County shall develop an Emergency Support Function – Annex. 8, which will identify capabilities and access information on both local and regional disaster resources. Training for specialized events will be offered by the County and will include exercising specific disaster response resources. This training may include response to mass casualty Incidents, terrorist incidents, or other disasters requiring a regional response.

19. Management Training. The County shall make available training for EMS district managers such as new district director orientation.

20. Provide Hepatitis B Immunization Program. The County shall maintain a contract for the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum standards and/or requirements of the Wisconsin Department of Workforce Development or other applicable governmental regulatory agencies. The County shall offer this program to all Provider employees/volunteers. The number of Provider employees/volunteers who are able to participate under county funding is dependent on the contractor bid prices. The County budget funding and co-payment by the County will be limited to the first applying qualified individuals from all participating Providers.

In addition to the initial series of three injections for Hepatitis B Immunization, the County will offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B injections. This is offered in accordance with OSHA CPL 2-2.44D dated November 5, 1999.

The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for this service. Payment shall be made by the Provider to the County within sixty (60) days of invoicing.

21. Provide Critical Incident Stress Services. The County shall have resources available for the Provider to access critical incident stress debriefing or defusing of Provider volunteers upon request by the Provider. The County shall be responsible for any professional fees associated with the initial debriefing services.

22. Provide Communication with Service Medical Directors. The County Medical Director shall provide communication with all Service Medical Directors to keep them advised of any changes. In addition, he/she shall provide at least an annual meeting with the region's Service Medical Directors.

23. Provide Standard Operational Information. The County shall provide a copy of the Dane County District Director Handbook to all regional EMS providers. All policies and procedures will be provided in this document. This handbook will be reviewed and updated on an annual basis.

253
254 **24. Provide Advanced Skills Training, Retraining, and Related Services.** The County
255 shall provide to the Provider such Advanced Skills training, retraining, and related services as
256 enumerated in the County Advanced Skills Program. All training and retraining of recertifiers
257 and Training Directors shall be provided under the direction of the County Medical Director.
258

259 **25. Provide Quality Improvement and Case Review Services for Advanced Skills**
260 **Program.** The County shall provide the Provider with Advanced Skills quality improvement
261 and case review under the direction of the County Medical Director. The Provider shall
262 comply with all operational and reporting requirements for Advanced Skills services and shall
263 prepare and maintain such records in accordance with applicable Wisconsin Statutes and
264 Administrative Code and with the procedures enumerated in the Dane County District
265 Director Handbook.
266

267 **Duties of the EMS Provider:**
268

269 **26. Maintain Defibrillator and Accessory Equipment.** The Provider shall, at its expense,
270 maintain all defibrillators and accessory equipment owned by the Provider in an operable,
271 safe and sanitary condition, and in full compliance with the Wisconsin Administrative Code.
272

273 **27. Maintain Service Contract.** The Provider shall maintain a service contract with the
274 manufacturer, a manufacturer authorized service center, or other certified contractor to
275 perform maintenance on the Provider's equipment. Such contract may include provision for
276 the service contractor to supply a loaner defibrillator(s) and accessory equipment of identical
277 make and model within twenty-four (24) hours of the failure of such equipment.
278

279 **28. Provide Ambulance Service.** The Provider shall make emergency ambulance
280 services available at all times for sick, disabled, and injured persons within the municipalities
281 or portions of municipalities specified in Appendix B of this Agreement.
282

283 Patients shall be transported to the nearest categorized hospital or emergency facility, unless
284 the ambulance crew chief is otherwise directed by the On-line Medical Control Physician at that
285 hospital or emergency facility, by the patient, by the patient's parent or legal guardian, by the
286 Dane County Public Safety Communications Center, or by the patient's physician, to transport
287 to another categorized hospital or emergency facility.
288

289 **29. Provide EMS District First Response Program.** The Provider may maintain an
290 organized First Response Program in support of its ambulance service. The Provider shall
291 submit a written plan to the County EMS office for review.
292

293 **30. Appoint a Service Medical Director.** The Provider shall appoint a Service Medical
294 Director, subject to the approval of the Dane County Emergency Medical Services
295 Commission through the Dane County Medical Advisory Subcommittee.
296

297 **31. Maintain Management Functions.** The Provider shall appoint one or more
298 supervisory personnel to oversee and carry out the following EMS management functions:
299

- 300 A. Supervise the day-to-day EMS operations of the Provider.
301

- 302 B. Ensure that the Provider operates in full compliance with the County EMS agreement
303 and with all applicable Wisconsin Statutes and Administrative Codes and regulations
304 governing licensed ambulance service providers.
305
- 306 C. Coordinate all EMS training activities of the Provider through a Training Director or
307 designee who meets the minimal qualifications as outlined in the Dane County
308 District Director Handbook.
309
- 310 D. Coordinate all Infection Control assignments by a designated Infectious Control
311 Officer or designee who meets the minimal qualifications as outlined in the Dane
312 County District Director Handbook.
313

314 A copy of the Provider's supervisory position description(s), names of incumbents, and a
315 schedule of the chain of command shall be provided to the County annually or as changes
316 occur.
317

318 **32. Maintain, Repair, and Replace Equipment.** The Provider shall, at its expense, maintain
319 all ambulance(s) and equipment in an operable, safe and sanitary condition, and in full
320 compliance with Wisconsin Statutes and Administrative Code.
321

322 **33. Provide Notice of Legal and Medical Claims.** The Provider shall provide notice to the
323 County as soon as possible, but no later than twenty-four (24) hours after becoming aware of
324 any actual or potential claims against or involving the Provider, the Regional Emergency
325 Medical Service, or the County.
326

327 **34. Licenses, Certification and Credentialing.** Provider shall ensure that assigned
328 personnel have and maintain all required licenses and certifications related to the
329 performance of Emergency Medical Services under this Agreement. All personnel
330 performing emergency medical services for Provider shall be credentialed by the Provider as
331 required by Wisconsin Administrative Code Sec. DHC 110.52.
332

333 **35. Background Review of Prospective Provider Employees/Volunteers.** The Provider
334 shall conduct a background review of all prospective employees and volunteers making
335 application to join the Provider. The Provider shall advise all prospective employees and
336 volunteers, in writing, that a background review will be conducted. Provider shall secure
337 written releases from all prospective employees and volunteers authorizing the background
338 review. Prospective employees and volunteers who refuse to sign a release shall not be
339 allowed to participate in the EMS program. At a minimum, the background review shall
340 include a review of convictions, current criminal charges, governmental or regulatory agency
341 determinations of abuse, neglect or misappropriation of property, and a determination
342 whether the prospective employee or volunteer holds a valid license or certificate issued by
343 the State of Wisconsin to perform emergency medical services. If the prospective employee
344 or volunteer holds a valid license or certificate, the review shall also include a determination
345 that no grounds exist under any applicable provision of the Wisconsin Statutes or
346 Administrative Code that would cause the denial, nonrenewal, suspension or revocation of
347 the license or certificate. If the prospective employee or volunteer does not hold a certificate
348 or license, or is in training, the background review must be in substantial compliance with the
349 Wisconsin Caregiver Background Check Law. A prospective employee or volunteer who
350 would be not, for any reason, be eligible to obtain a license or certificate to perform
351 emergency medical services shall not be allowed to participate in the EMS program.
352

The Provider shall review the motor vehicle driving abstract of any prospective employee or volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a determination that there is nothing in either the background review or motor vehicle abstract to preclude the Provider from authorizing the prospective employee or volunteer to drive an ambulance. Provider shall provide to the County the name of each individual authorized to drive an ambulance. The County may request additional verification from the Provider regarding any individual the Provider has authorized to drive an ambulance.

At the request of the Provider, the County may conduct background reviews of Provider's prospective employees and volunteers or any employee or volunteer currently providing EMS services to the Provider.

36. Maintain Records. The Provider shall prepare and maintain records in accordance with the Dane County District Director Handbook.

37. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances. The Provider shall maintain and enforce a policy regarding the consumption of alcoholic beverages and use of controlled substances, prescribed and otherwise, for a period of no less than four (4) hours prior to and while scheduled on-duty for all Provider employees/volunteers. Controlled substances shall be defined to include such drugs as enumerated in 49 CFR, Subtitle A, Part 40.21.

38. Social Media and Camera/Recording Device Policy. Provider shall maintain and enforce a policy related to the use of social media and the use of cameras and other recording devices.

39. Authorization. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

40. Applicable Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the County Circuit Court.

41. Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

42. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by all parties.

43. Counterpart Signature. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

402 **NOW, IN WITNESS WHEREOF**, the parties hereto, by their respective authorized
403 agents have executed this Intergovernmental Agreement, effective as of the date by which
404 all parties hereto have affixed their respective signatures, as indicated below.
405

406
407 **FOR COUNTY OF DANE:**

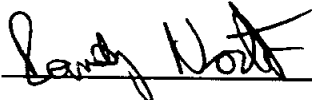
408
409 _____
410 Joseph Parisi
411 Dane County Executive
412
413

414 Date: _____
415
416

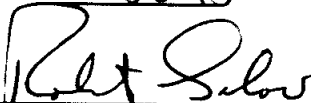
417 _____
418 Scott McDonnell
419 Dane County Clerk
420
421

422 Date: _____

FOR CAMBRIDGE AREA EMS:


_____, President
Cambridge Area EMS

Date: 5-26-15



Bob Salov, Director
Cambridge Area EMS

Date: 2-11-2015

Appendix A

DANE COUNTY ADVANCED LIFE SUPPORT PROTOCOL TIERED RESPONSE

In order to implement Priority Medical Dispatch, a protocol for Automatic Aid has been developed as part of an Intergovernmental Agreement between and among the County of Dane and certain municipal ALS providers establishing an ALS program in which the closest ALS unit is to be immediately dispatched when it is determined to be predetermined ALS code. These codes are as follows:

All Echo Calls

- 3D1 animal bite, unconscious or arrest
- 4D1 assault, unconscious or arrest
- 7D1 burn, unconscious or arrest
- 8D1 carbon monoxide unconscious or arrest
- 9D1 ineffective breathing
- 10D1 chest pain/severe respiratory distress
- 10D2 chest pain/not alert
- 12D1 seizure, not breathing
- 12D2 multiple-continuous/multiple
- 14D1 drowning, unconscious
- 15D1 electrocution, unconscious
- 19D1 heart problems, severe respiratory distress
- 19D2 heart problems, not alert
- 23D1 overdose, unconscious
- 23D2 overdose, severe respiratory distress
- 27D1 stab/GSW, unconscious/arrest
- 33D1 transfer suspected cardiac/respiratory arrest

The parties below acknowledge that the ALS determinant codes may change from time to time and that the most recent list of Automatic Aid ALS Codes for Priority Medical Dispatch, approved by the ALS Steering Committee, will be immediately disseminated for their use.

It is also understood that:

1. The undersigned have the authority to enter into or extend this Agreement on behalf of the _____ of _____;
(City, Town, Village) (Name)
2. The local EMS service will be dispatched at the same time in all cases;
3. The ALS unit can be turned back if the local EMS unit feels after they have arrived on the scene and assessed the patient(s) that ALS is not needed; and
4. At any time ALS may be requested by the local EMS unit if deemed necessary.
5. The signatories understand and agree that Sections 6B, 7, 8, and 10 of the Intergovernmental Agreement attached hereto as Exhibit 1 apply to this Agreement as if such sections were fully set forth herein.

Therefore, the parties herein enter into this Agreement on the terms established in the Intergovernmental Agreement.

Appendix B

GEOGRAPHIC DESCRIPTION OF EMERGENCY MEDICAL SERVICE DISTRICT

The Emergency Medical Service District (District) shall make ambulance emergency services available at all times for sick, disabled, and injured persons within the corporate limits of the Village of Cambridge and the Village of Rockdale and within the town limits of the parts of the Town of Christiana, the Town of Lake Mills (Jefferson County), and the Town of Oakland (Jefferson County) and within such other areas as the parties may from time to time agree in writing, the geographic area of such District further depicted in a map attached hereto.

That portion of the Town of Christiana included within this District is the following territory, to-wit:

That portion of the Town of Lake Mills (Jefferson County) included within this District is the following territory, to-wit:

Sections 19, 30, and 31.

That portion of the Town of Oakland (Jefferson County) included within this District is the following territory, to-wit:

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, and 34.

Appendix C

INSURANCE COVERAGE PROVIDED BY THE COUNTY OF DANE

The County of Dane agrees to provide the following insurance coverage for the Cambridge Area Emergency Medical Service and its volunteers.

Workers Compensation & Employee Liability

- E.L. Each Accident - \$100,000
- E.L. Disease – EA Employee - \$100,000
- E.L. Disease – Policy Limit - \$500,000

Appendix D

EMS PROVIDER AUTOMATIC AID AGREEMENT

Cambridge Area Emergency Medical Service, known hereafter as the "Provider" hereby agrees to provide emergency Automatic Aid when requested through the Dane County Public Safety Communications Center or a direct request by another ambulance provider; subject to having resources available to respond.

The Provider agrees to assist other ambulance providers they have an Automatic Aid Agreement with in the following situations:

- Accidents and/or emergencies involving multiple victims which one service cannot adequately, and in a timely manner, handle with available resources.
- Two or more simultaneous emergencies within the service area that depletes the available resources.

Further, the Provider agrees not to charge the requesting entity, the Dane County Public Safety Communications Center or ambulance provider for providing Automatic Aid service. Responding services will reserve the right to collect charges directly from the patient who received treatment.

It is understood and agreed by and between the parties that the rendering of assistance under this Agreement shall not affect the employment status of volunteers, nor shall it affect the duties or liabilities of either group.

Further, the Provider agrees that nothing in this Agreement shall be construed to imply the Provider has an obligation to furnish Automatic Aid. Example: if all the resources of the Provider are already committed to their primary service area.

Either party may terminate this Agreement, by furnishing written notice to the other party.

The parties herein enter into this Agreement on the term established in the Intergovernmental Agreement.

Arena EMS
Belleville Area EMS
Blooming Grove Fire
Brooklyn EMS
Cambridge Area EMS
Cross Plains Area EMS
Deer-Grove EMS
Deforest FD/EMS
District One EMS
Fitch-Rona EMS
Madison Fire Department
Maple Bluff EMS
Marshall EMS

McFarland EMS
Middleton EMS
Monona Fire/EMS
Mount Horeb FD/EMS
Oregon Area FD/EMS
Plain Ambulance Service
Sauk Prairie Ambulance
Spring Green FD/EMS
Stoughton Area EMS
Sun Prairie EMS
Town of Madison FD/EMS
Waunakee Area EMS

Appendix E

Choice for ALS Service Responses –

Each Provider must chose their preferred method of ALS – mark only one choice below

	Initial here
Closest Municipal ALS Medic - Double Medic Agency Only <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit even if there is a single municipal ALS medic unit closer to the scene.</i>	
Closest Municipal ALS Medic - Single or Double Medic Agency <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS medic unit whether it is single or double staffed.</i>	
Closest – Municipal Double ALS Medic Agency Only unless >10 minute response time for double medic, then send single <i>Choosing this will instruct the Dane County Communications Center to dispatch the closest municipal ALS double medic unit unless that unit will take greater than 10 minutes and a municipal single medic could arrive ahead of the double unit by 10 minutes or more</i>	