

Res 98

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>EMERGENCY MANAGEMENT - EMS Division</b>		CONTRACT/ADDENDUM #: <b>12804</b>	
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓ <input type="checkbox"/> POS <input type="checkbox"/> <input type="checkbox"/> Co Lesse <input type="checkbox"/> <input type="checkbox"/> Co Lessor <input type="checkbox"/> <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> <input type="checkbox"/> Purchase of Property <input type="checkbox"/> <input type="checkbox"/> Property Sale <input type="checkbox"/> <input type="checkbox"/> Other: <input type="checkbox"/>	
3. Term of Contract or Addendum: From: <u>01/01/2014</u> To: <u>12/31/2016</u>			
4. Amount of Contract or Addendum <b>\$0.00</b>			
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>Lodi Area EMS</u>			
7. MUNIS Vendor Code: <u>26814</u>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO			
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> 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: <input checked="" type="checkbox"/> YES <input type="checkbox"/> 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 98</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO			
14. Director's Approval			

### CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>MJ</u>	Received	_____	<u>6/10/16</u>	_____
<u>aw</u>	Controller	_____	_____	<u>6/16/16</u>
<u>JD</u>	Corporation Counsel	_____	<u>6/16/16</u>	<u>6/16/16</u>
<u>JD</u>	Risk Management	_____	<u>6/16/16</u>	<u>6/16/16</u>
_____	ADA Coordinator	_____	_____	_____
<u>CW</u>	Purchasing Agent	_____	<u>6/16/16</u>	<u>6/16/16</u>
_____	County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address <u>Lodi Area EMS</u>	
Contact Person <u>J Timothy Hillebrand</u>	
Phone No. <u>608-798-2720</u>	
E-mail Address <u>cpemsdirector@charter.net</u>	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

<b>Return To:</b> 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: 6/8/16 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: \_\_\_\_\_

<sup>1</sup>A 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. 12804  
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 Lodi Area EMS ("Provider"), 715 North Main Street, Lodi, WI 53555.

**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

201 shall be used by the Provider in accordance with the procedures listed in the Dane County  
202 District Director Handbook. The Provider shall be responsible for payment of any deductible  
203 portion of repair expenses for any collision or physical damages to ambulance(s) and related  
204 equipment insured by the County caused by the Provider.  
205

206 **17. Provide Educational Programs for Loss Control.** The County may provide  
207 educational resources specifically directed to loss control in order to reduce worker's  
208 compensation claims. The programs may include such subject areas as driving, lifting and  
209 moving, care of the back, and communicable disease exposure.  
210

211 **18. Coordinate Regional EMS Disaster Preparedness and Response.** The County shall  
212 develop Emergency Support Function 8B EMS, which will identify capabilities and access  
213 information on both local and regional disaster resources. Training for specialized events will be  
214 offered by the County and will include exercising specific disaster response resources. This  
215 training may include response to mass casualty incidents, terrorist incidents, or other disasters  
216 requiring a regional response.  
217

218 **19. Management Training.** The County shall make available training for EMS district  
219 managers such as new district director orientation.  
220

221 **20. Provide Hepatitis B Immunization Program.** The County shall maintain a contract for  
222 the delivery of a Hepatitis B Immunization Program in full compliance with applicable minimum  
223 standards and/or requirements of the Wisconsin Department of Workforce Development or  
224 other applicable governmental regulatory agencies. The County shall offer this program to all  
225 Provider employees/volunteers. The number of Provider employees/volunteers who are able  
226 to participate under county funding is dependent on the contractor bid prices. The County  
227 budget funding and co-payment by the County will be limited to the first applying qualified  
228 individuals from all participating Providers.  
229

230 In addition to the initial series of three injections for Hepatitis B Immunization, the County will  
231 offer a Hepatitis B blood titer testing and if necessary, a repeat of the series of three Hepatitis B  
232 injections. This is offered in accordance with OSHA CPL 2-2-077 dated September 27, 2010.  
233

234 The County shall invoice the Provider on a regular basis for the co-pay amount agreed upon for  
235 this service. Payment shall be made by the Provider to the County within sixty (60) days of  
236 invoicing.  
237

238 **21. Provide Critical Incident Stress Services.** The County shall have resources  
239 available for the Provider to access critical incident stress debriefing or defusing of Provider  
240 volunteers upon request by the Provider. The County shall be responsible for any  
241 professional fees associated with the initial debriefing services.  
242

243 **22. Provide Communication with Service Medical Directors.** The County Medical  
244 Director shall provide communication with all Service Medical Directors to keep them advised  
245 of any changes. In addition, he/she shall provide at least an annual meeting with the region's  
246 Service Medical Directors.  
247

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

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

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

**Duties of the EMS Provider:**

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

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

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

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

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

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

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

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



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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.

351 The Provider shall review the motor vehicle driving abstract of any prospective employee or  
352 volunteer who will drive an ambulance, as defined in Wis. Stat. § 256.01(1), and make a  
353 determination that there is nothing in either the background review or motor vehicle abstract  
354 to preclude the Provider from authorizing the prospective employee or volunteer to drive an  
355 ambulance. Provider shall provide to the County the name of each individual authorized to  
356 drive an ambulance. The County may request additional verification from the Provider  
357 regarding any individual the Provider has authorized to drive an ambulance.  
358

359 At the request of the Provider, the County may conduct background reviews of Provider's  
360 prospective employees and volunteers or any employee or volunteer currently providing EMS  
361 services to the Provider.  
362

363 **35. Maintain Records.** The Provider shall prepare and maintain records in accordance with  
364 the Dane County District Director Handbook.  
365

366 **36. Maintain a Policy on Alcohol Consumption and Use of Controlled Substances.**  
367 The Provider shall maintain and enforce a policy regarding the consumption of alcoholic  
368 beverages and use of controlled substances,  
369

370 **37. Social Media and Camera/Recording Device Policy.** Provider shall maintain and  
371 enforce a policy related to the use of social media and the use of cameras and other  
372 recording devices.  
373

374 **38. Authorization.** Each party warrants for itself that it has complied with all necessary  
375 requirements to execute this Agreement and that the persons executing this Agreement on  
376 its behalf are authorized to do so.  
377

378 **39. Applicable Law.** It is expressly understood and agreed to by the parties hereto that in  
379 the event of any disagreement or controversy between the parties, Wisconsin law shall be  
380 controlling and venue shall be in the Dane County Circuit Court.  
381

382 **40. Third Party Beneficiaries.** This Agreement is intended to be an agreement solely  
383 between the parties hereto and for their benefit only. No part of this Agreement shall be  
384 construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits,  
385 or privileges of any third party or parties, including but not limited to employees of either of  
386 the parties.  
387

388 **41. Entire Agreement.** The entire agreement of the parties is contained herein and this  
389 Agreement supersedes any and all oral agreements and negotiations between the parties  
390 relating to the subject matter hereof. The parties expressly agree that this Agreement shall  
391 not be amended in any fashion except in writing, executed by all parties.  
392

393 **42. Counterpart Signature.** The parties may evidence their agreement to the foregoing  
394 upon one or several counterparts of this instrument, which together shall constitute a single  
395 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:**

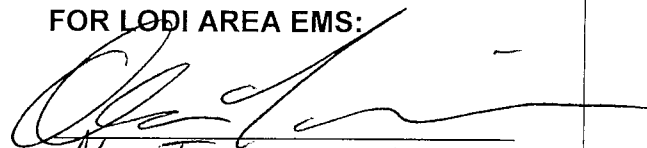
\_\_\_\_\_  
Joseph Parisi  
Dane County Executive

Date: \_\_\_\_\_

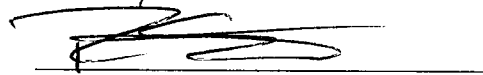
\_\_\_\_\_  
Scott McDonnell  
Dane County Clerk

Date: \_\_\_\_\_

**FOR LODI AREA EMS:**

  
\_\_\_\_\_  
Alan Treinen, President  
Lodi Area EMS

Date: 3/17/16

  
\_\_\_\_\_  
Russell Schafer, Director  
Lodi Area EMS

Date: 3/17/16