

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 434
Significant*

DEPARTMENT EMERGENCY MANAGEMENT	CONTRACT/ADDENDUM #: <u>12239</u>																								
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Contract</th> <th style="width: 40%;">If Addendum, please include original contract number</th> <th style="width: 30%;">Addendum</th> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input 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"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																							
<input type="checkbox"/>	Other:	<input type="checkbox"/>																							
2. This contract is discretionary <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
3. Term of Contract or Addendum: From: <u>01-01-2015</u> To: <u>12-31-2019</u>																									
4. Amount of Contract or Addendum \$300,000																									
5. Purpose: Contract for Dane County EMS Medical Director Services																									
6. Vendor or Funding Source: University of Wisconsin Medical Foundation, Inc.																									
7. MUNIS Vendor Code: 8214																									
8. Bid/RFP Number: 114113																									
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																									
11. Account No. & Amount, Org. & Obj. <u>EMEMS 31960</u> Amount \$ <u>300,000</u> 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 _____																									
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
14. Director's Approval <i>[Signature]</i>																									

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	<u>12-29-14</u>	_____
<i>CP</i> Controller	_____	_____	<u>12/30/14</u>
<i>[Signature]</i> Corporation Counsel	_____	<u>12-29-14</u>	<u>12-29-14</u>
<i>[Signature]</i> Risk Management	_____	<u>12/29/14</u>	<u>12/29/14</u>
<i>[Signature]</i> ADA Coordinator	_____	<u>12/29/14</u>	<u>12/29/14</u>
<i>CW</i> Purchasing Agent	_____	<u>12/29/14</u>	<u>12/29/14</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address UW Medical Foundation, Inc.
Contact Person Peter H. Christman
Phone No.
E-mail Address aemartens@medicine.wisc.edu

Footnotes:

1. _____
2. _____

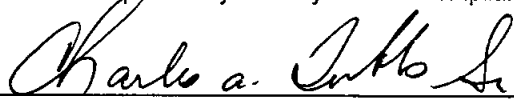
Return To: Name/Title: <u>J. Timothy Hillebrand</u> Dept.: <u>Emergency Management</u>
Phone: <u>608-266-9167</u> Mail Address: <u>115 W. Doty Street,</u>
E-mail: <u>hillebrand@countyofdane.com</u> <u>Madison WI 53703</u>

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: 12/04/2014

Signed: 

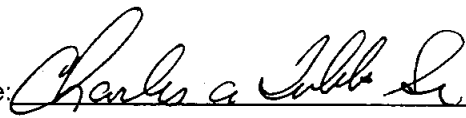
Telephone Number: 608-267-1591

Print Name: Charles A. 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: 12/29/2014 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: 12/28/14 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).

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 12
Agreement No. 12239
Expiration Date: December 31, 2019
Authority: Res. 434, 2014-2015
Department: Emergency Management
Maximum Cost: \$300,000
Registered Agent: _____
Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and University of Wisconsin Medical Foundation, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing Administrative and Evaluative Physician Services (Dane County EMS Medical Director); and

WHEREAS PROVIDER, whose address is 7974 UW Health Court, Middleton, WI 53562, is able and willing to provide such services;

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, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

- B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. **REPORTS.** PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. **DELIVERY OF NOTICE.** Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, 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 party in writing within a reasonable time.

VIII. **INSURANCE.**

A. The PROVIDER'S Physicians ("UW Faculty Physicians") who will perform services under this Agreement are employees of the University of Wisconsin and hence, of the State of Wisconsin. In providing the services contemplated herein, UW Faculty Physicians will be acting within the scope of their employment. The State of Wisconsin provides liability coverage for the acts or omission of acts of its employees committed within the scope of their employment under Section 895.46 of the Wisconsin Statutes and is self-insured. The UW Faculty Physicians are protected by such liability coverage while acting in the scope of their employment.

COUNTY shall promptly advise PROVIDER and the Vice-Chancellor for Legal and Executive Affairs, University of Wisconsin-Madison, Room 361, Bascom Hall, 500 Lincoln Drive, Madison, Wisconsin 53706-1380, in the event it has reason to believe a claim may exist against UW Medical School, any of the UW Faculty Physicians, or against any University of Wisconsin or PROVIDER employees or agents, for services performed under this Agreement. Notification under this section shall be for information purposes only and shall not substitute for the statutory notification and claim procedure of Section 893.82 of the Wisconsin Statutes.

PROVIDER shall 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, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon request from COUNTY, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on

Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. Upon request from COUNTY, PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
 - D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a

CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;

4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
5. When an individual receives compensation for providing services to a family member;
6. When employees are student interns;
7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. 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. Venue for any legal proceedings shall be in the Dane County Circuit Court.

- C. Limitation Of Agreement. 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.
- D. 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 both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 12/22/14



Peter H. Christman, Executive Vice President and COO,
University of Wisconsin Medical Foundation, Inc.

FOR COUNTY:

Date Signed: _____

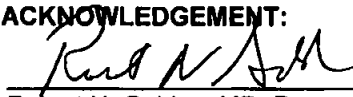
JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

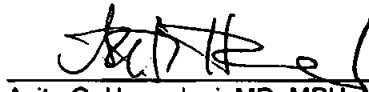
ACKNOWLEDGEMENT:

Date Signed: 12/19/14



Robert N. Golden, MD, Dean of the
University of Wisconsin School of Medicine & Public Health

Date Signed: 12/19/14



Azita G. Hamedani, MD, MPH, MBA
Chair, Department of Emergency Medicine
University of Wisconsin School of Medicine & Public Health

* [print name and title, below signature line of any person signing this document]

rev. 04/13

SCHEDULE A

Page 8 of 12

Services

Mandatory Requirements for UW Faculty Physicians providing Services under this Agreement:

1. Licensed to practice as a Doctor of Medicine or as a Doctor of Osteopathy by the State of Wisconsin, under ch. 448, Wis. Stats., and meeting minimum qualifications as required by Wisconsin Statutes and Wis. Admin. Code.
2. Certified in Advanced Cardiac Life Support (ACLS) by the American Heart Association.
3. Highly skilled in cardiac rhythm interpretation.

General Requirements for UW Faculty Physicians providing Services under this Agreement:

1. Background and experience in emergency or traumatic medicine, including a working knowledge of prehospital emergency medical services systems.
2. Instructional experience in emergency medical technician training or retraining programs.
3. Experience in Microsoft Word, Microsoft Access, First Choice or other specialized database software systems.
4. Sufficient time commitment to actively participate in the review of EMS personnel performance, individual patient records and formulation of required periodic reports.
5. Willingness to carry a pager/cellular telephone for rapid access by Dane County EMS Division.

Roles and Responsibilities of UW Faculty Physicians providing Services under this Agreement:

1. Act as Medical Director (off-line) to the Dane County Department of Emergency Management, Division of Emergency Medical Services on matters pertaining to the delivery of emergency care by contracting EMS Districts within Dane County and other contracting EMS Districts in adjacent Counties. Responsible for developing trauma, medical psychiatric, pediatric and other triage protocols.
2. Assist in screening applicants, for contractual districts, wishing to serve as local Service Medical Directors. Provide orientation to their statutorily required roles and responsibilities. Provide on-going consultation in specific case reviews. Meet with the local Service Medical Directors and District Directors on a semi-annual basis to keep them apprised of any changes affecting their EMS districts.
3. Act as a liaison with the state medical director, service medical director, and local hospitals and the pre-hospital EMS providers in order to promote the highest quality of emergency care.
4. Coordinate on-line Medical Control and EMS communication system with contracting EMS Districts and area hospitals to help ensure standardization, accuracy, efficiency and quality at all levels of pre-hospital care.
5. Develop and/or review patient care protocols and procedures for all pre-hospital care levels provided by contracting EMS Districts. Provide for periodic updates as necessary.
6. Develop and reviews all emergency care plans, as required by the Wisconsin Department of Health and Family Services, to ensure compliance with all applicable statutes, administrative rules and departmental policies promulgated by the Wisconsin Department of Health and Family Services. Work with State of Wisconsin EMS Medical Director in order to coordinate patient care activities.
7. Review necessary record keeping and analytic procedures to insure appropriate documentation and evaluation of patient care that is provided by contracting EMS Districts.

8. Develop and review a quality improvement program and mechanisms for individual case review.
9. Evaluate effectiveness of pre-hospital care and makes recommendations for improvement.
10. Review the effectiveness of and make appropriate recommendations regarding new and existing pre-hospital training and continuing education programs.
11. Review and make recommendations to the local service medical director on the removal of EMS personnel from direct patient contact.
12. Serve as Program Medical Director for all EMT-Basic programs and any future advanced skills programs.
13. Coordinate a review process with the local Service Medical Director(s) providing EMT-Intermediate and EMT-Paramedic programs within the Dane County EMS system.
14. Assist in the development of EMS mass casualty and disaster services planning and exercising.
15. Serve as a member of the Dane County EMS Commission, ALS program steering committee, and MMRS steering committee, Chairperson of the Medical Advisory Subcommittee and other committees as assigned. Report to the Director of the Department of Emergency Management on the Committee's and Commission's activities and actions.
16. Attend national conferences at own expense.
17. Schedule monthly progress meetings with the Director of the Department of Emergency Management. Provides the Director with a written quarterly progress report listing accomplishments, areas of concern and recommendations for improvement in the Dane County EMS System. Submits documented payment vouchers on a biweekly basis.
18. Remain involved with the local and state legislative processes to initiate and update laws affecting EMS.
19. Prepare and deliver an annual report to the Dane County Board of Supervisors and its EMS commission.
20. Provide backup medical direction during extended periods of time away from the county and relate information to EMS office
21. Provide oversight to the purchasing of pharmaceuticals
22. In the absence of a local service medical director, act as interim service medical director as needed.

SCHEDULE B
Payment

1. Annual cost for services provided under this agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00) based on the following hourly rates:

2015	\$125 / hour
2016	\$130/ hour
2017	\$130/ hour
2018	\$135/hour
2019	\$135/hour

2. COUNTY agrees to pay PROVIDER quarterly installments as invoiced by the University of Wisconsin School of Medicine and Public Health, Department of Medicine, Division of Emergency Medicine.

3. COUNTY shall submit payment to PROVIDER at the following address, as invoiced by the University of Wisconsin School of Medicine and Public Health, Department of Medicine, Division of Emergency Medicine, within thirty (30) days of receipt of invoice:

University of Wisconsin Medical Foundation, Inc.
Attn: Accountant (Michelle Dickrel)
310 Midvale Blvd, Suite 304
Madison, WI 53705

4. COUNTY shall issue to PROVIDER a permit authorizing parking in the Dane County Parking Ramp. County will not provide payment for travel expenses and associated fees within or outside Dane County. Travel may include attendance at meetings or training sessions at local EMS districts or other facilities within Dane County.

SCHEDULE C
Reports

1. On a quarterly basis, UW Faculty Physician shall provide the COUNTY Director of Emergency Management with a written progress report detailing the time spent providing services under the agreement and listing accomplishments, areas of concern and recommendations for improvement in the Dane County EMS System.
2. UW Faculty Physician shall prepare and deliver an annual report to the Dane County Board of Supervisors and its EMS Commission. The format for such annual report shall be provided by COUNTY to UW Faculty Physician.
3. UW Faculty Physician shall develop necessary plans, quality assurance programs and record keeping procedures to meet State statute and administrative requirements, as indicated by County.