

# CONTRACT COVERSHEET

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

<b>DEPARTMENT</b> Emergency Management - EMS Division	<b>CONTRACT/ADDENDUM #:</b> <span style="font-size: 1.5em; font-family: cursive;">12494</span>																											
1. This contract grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; 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><input type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessee</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 checked="" type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<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 checked="" type="checkbox"/>	Other:	<input type="checkbox"/>
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2. This contract is discretionary <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>07/23/2015</u> To: <u>07/23/2018</u>																												
4. Amount of Contract or Addendum <b>\$0.00</b>																												
5. Purpose: To establish an Area Medical Coordination Center in the event of a critical incident such as a mass casualty.																												
6. Vendor or Funding Source: <u>N/A</u>																												
7. MUNIS Vendor Code: <del>N/A</del> <u>5164</u>																												
8. Bid/RFP Number: <u>N/A</u>																												
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 type="checkbox"/> YES <input checked="" 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 _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>7-23-15</u>	_____
<u>CW</u> Controller	_____	_____	<u>7/24/15</u>
<u>[Signature]</u> Corporation Counsel	_____	<u>7/24/15</u>	<u>7/24/15</u>
<u>[Signature]</u> Risk Management	_____	<u>7/24/15</u>	<u>7/24/15</u>
<u>[Signature]</u> ADA Coordinator	_____	<u>7/24/15</u>	<u>7/24/15</u>
<u>CW</u> Purchasing Agent	_____	<u>7/24/15</u>	<u>7/24/15</u>
_____ County Executive	_____	_____	_____

<b>Vendor Name &amp; Address</b> Meriter-UnityPoint Health 202 S Park St Madison, WI 53715
<b>Contact Person</b> Karen Munt
<b>Phone No.</b> 608-417-6479
<b>E-mail Address</b> kmunt@meriter.com

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Carrie Meier</u>	Dept.: <u>Emergency Management</u>
Phone: <u>608-266-5374</u>	Mail Address: <u>115 W Doty St, Room 2107</u>
E-mail: <u>meier.carrie@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: 7/23/2015

Signed: *Carrie Meier*

Telephone Number: 608-266-5374

Print Name: Carrie Meier

**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 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

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### Memorandum of Understanding

THIS Memorandum of Understanding ("MOU") is between Dane County, Wisconsin (210 Martin Luther King Blvd, Madison 53703); and the University of Wisconsin Hospitals and Clinics Authority d/b/a University of Wisconsin Hospital and Clinics (600 Highland Avenue, Madison 53792), UW Health—American Family Children's Hospital (1675 Highland Ave., Madison 53792), and UW Health at The American Center (4602 Eastpark Blvd., Madison 53718); Meriter Hospital, Inc. (202 S. Park Street, Madison 53715); SSM Health Care of Wisconsin, Inc., d/b/a St. Mary's Hospital (700 S. Park Street, Madison 53715) and St. Mary's Sun Prairie Emergency Center (2840 O'Keefe Ave., Sun Prairie 53590); Sauk-Prairie Memorial Hospital, Inc., d/b/a Sauk Prairie Healthcare (260 26th Street, Prairie du Sac 53578); Stoughton Hospital Association, d/b/a Stoughton Hospital (900 Ridge Street, Stoughton 53589); and William S. Middleton Veterans Memorial Hospital (2500 Overlook Terrace, Madison 53705).

WITNESSETH:

WHEREAS, in the event of a Critical Incident such as a mass casualty, large numbers of casualties could rapidly overwhelm existing medical resources. It is crucial from a disaster response and preparedness perspective that a method be developed to provide early coordination of patient transportation to emergency medical facilities. Such medical care may be effectively coordinated through the use of the Area Medical Coordination Center. This Area Medical Coordination Center role will be assumed by the Level 1 Trauma Center – University of Wisconsin Hospitals and Clinics Authority. This MOU establishes the terms of that plan; and

WHEREAS, the purpose of this MOU is to set forth the expectations and mechanisms for establishing the Area Medical Coordination Center.

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 undersigned do agree as follows:

1. For the purpose of this MOU, the following definitions will be used:

**Area Medical Coordination Center:** A hospital facility with staff trained and equipped to manage casualties from a critical incident and able to assess all capabilities of Participating Hospitals. For the purpose of this MOU, University of Wisconsin Hospitals and Clinics is the Area Medical Coordination Center.

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**Critical Incident:** An incident resulting from human or natural causes resulting in illness or injuries that exceed or overwhelm the emergency medical service (EMS) and hospital capabilities of a locality or jurisdiction. Incident is likely to impose a sustained demand for health and medical services rather than the short, intense peak demand for these services typical of day to day incidents.

**Participating Hospital:** A hospital that is a party to this MOU but is not the Area Medical Coordination Center.

**Transportation Group Supervisor:** In charge of all transporting ambulances and directs the loading and transportation of patients. Her/his function is to maintain communications with the Area Medical Coordination Center, to ensure proper patient transportation and destination, and to coordinate patient information from the treatment unit and triage tag information to the Area Medical Coordination Center. The transportation group supervisor may assign an assistant to establish and maintain communications with the hospital.

**Red/Yellow/Green:** refers to the triage color assigned by EMS personnel in the field during a critical incident to determine medical priority needs and to ensure transport to a hospital with available capacity to accommodate the patient.

- Red – critical – may not survive without immediate medical care
- Yellow – serious – may not survive without immediate medical care but care does not need to be immediate
- Green - minor - medical care needed but will survive even with delayed care

2. The Area Medical Coordination Center will provide a single point of contact for EMS when any one of the following conditions exists:
  - a) Multiple patients are involved in a single or multiple critical Incidents that overwhelm the capabilities of the responding unit; or; any event, such as a natural disaster or terrorist attack, in which large numbers of casualties are sustained and which overwhelms or has the potential to overwhelm existing emergency medical resources.
  - b) The Critical Incident is found to have more than five patients requiring transportation; or
  - c) The Critical Incident involves any act of terrorism or natural disaster expected to produce large numbers of casualties.
3. The Area Medical Coordination Center will normally be activated in the situations identified in Section 2 by the Transportation Group Supervisor or through the Dane County Public Safety Communications Center. However, the Area Medical Coordination Center may also be activated by a Participating Hospital or the Area Medical Coordination Center itself due to a hospital's capabilities being overwhelmed.
4. Area Medical Coordination Center will:

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- a) Notify all Participating Hospitals of the Critical Incident thru WI Trac (Internet based hospital software), radio and/or phone.
  - b) Upon activation of the Area Medical Coordination Center, accurately and promptly report its bed capabilities via WI Trac (or, if necessary, via interhospital disaster radios in the event WI Trac is inaccessible) to inform the Participating Hospitals how many red, yellow and green patients can be accommodated.
  - c) Update its bed capabilities at least every thirty (30) minutes during a Critical Incident.
  - d) Request that all Participating Hospitals update their bed capabilities to determine how many red, yellow and green patients can be accommodated.
  - e) Track the total number of patients and colors being transported to each facility through WI Trac or, if WI Trac is inaccessible, through another reasonable method. This will also serve as a cross-check for the Transportation Group Supervisor.
  - f) Supply an appropriately trained staff person to make the notifications and maintain radio communications with scene.
  - g) Participate in post-incident critiques and debriefing.
  - h) Maintain the interhospital disaster radios (VHF and 800 trunking) in working order and within the emergency department to allow communications.
  - i) Supply phone numbers to Dane County and the Participating Hospitals for direct connection to Dane County, the emergency departments and individual contact persons.
  - j) Maintain a phone list for each Participating Hospital emergency department, including individual contact persons at each facility.
  - k) Maintain access to WI Trac.
5. Participating Hospitals will:
- a) Upon activation of the Area Medical Coordination Center, accurately and promptly report their bed capabilities via WI Trac (or via interhospital disaster radios in the event WI Trac is inaccessible) to inform the Area Medical Coordination Center and other Participating Hospitals how many red, yellow and green patients can be accommodated.
  - b) Update their bed capabilities at least every thirty (30) minutes during a Critical Incident.

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- c) Maintain the interhospital disaster radios (VHF and 800 trunking) in working order and within the emergency department to allow communications.
  - d) Supply phone numbers to Dane County, the Area Medical Coordination Center, and other Participating Hospitals for direct connection to Dane County, the emergency departments and individual contact persons.
  - d) Participate in post-incident critiques and debriefing.
  - e) Maintain access to WI Trac.
  - f) In the event Area Medical Coordination Center is compromised or otherwise unable to perform its functions under this MOU, confer with the other Participating Hospitals and be willing to serve as the Area Medical Coordination Center.
6. Dane County, through the Department of Emergency Management, will:
- a) Pursue purchasing of equipment through federal, state and local grant programs.
  - b) Develop and deliver training modules and resource pooling necessary to promote preparedness, enhance collaboration and response.
  - c) Include hospitals in Critical Incident response preparedness drills and exercises.
  - e) Establish a framework for post-incident critiques and debriefing.
  - f) Maintain the interhospital disaster radios (VHF and 800 trunking) in working order to allow communications.
  - g) Maintain phone numbers for direct connection to emergency departments and individual contact persons.
  - h) Participate in post-incident critiques and debriefing.
  - i) Maintain access to WI Trac.
  - j) Assist in grant writing to support ongoing training needs.
  - k) Review current national best practices and maintain up-to-date documentation.
7. This MOU may be amended at any time by written agreement signed by all parties.
8. This MOU shall continue for a period of three (3) years commencing on the date on which all parties have fully executed this MOU. Dane County shall have the right to terminate this MOU by giving written notice to the other parties of such

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termination at least sixty (60) days prior to the desired termination date. The Area Medical Coordination Center or any Participating Hospital may terminate its participation in this MOU by providing written notice to the other parties at least sixty (60) days prior to the desired termination date, in which case the terms of this MOU shall remain in full force and effect with regard to the non-terminating parties. In the event Area Medical Coordination Center terminates its participation in this MOU, the other parties agree to confer regarding designation of a new Area Medical Coordination Center.

9. The parties to this MOU agree that each party hereto is and shall be solely responsible for any claim or damage to the extent resulting from its own negligence, other tortious conduct or breach of this MOU. This MOU shall not be construed to require any party hereto to indemnify another party hereto from the party's negligence, other tortious conduct or breach of this MOU.
10. Each party agrees to secure at its own expense all resources and personnel necessary to carry out its obligations under this MOU. Such personnel shall not be deemed to be employees of the other party nor shall they be deemed to have any direct contractual relationship with the other party.
11. Notices required by this MOU 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 of such change in writing within a reasonable time.
12. The parties agree to comply with applicable federal, state, and local laws governing the functions described herein. The Area Medical Coordination Center and Participating Hospitals further acknowledge that this MOU is not intended to supersede or contravene their policies and practices for ensuring compliance with the Emergency Medical Treatment and Active Labor Act and Wis. Stat. § 256.30(1)–(4). The Area Medical Coordination Center and Participating Hospitals further agree that this MOU is intended in part to carry out their obligations under Wis. Stat. § 256.30(5).
13. Each party warrants that the persons executing this MOU on its behalf are authorized to do so.
14. 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.
15. This MOU is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this MOU 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.
16. The entire agreement of the parties is contained herein, and this MOU supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

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17. The parties may evidence their agreement to this MOU upon one or several counterparts of this instrument, which together shall constitute a single instrument.


Wherein the parties hereto by their authorized representatives have executed this MOU, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR THE COUNTY OF DANE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph Parisi  
Dane County Executive

**FOR THE BASE AND PARTICIPATING HOSPITALS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
University of Wisconsin Hospitals  
and Clinics Authority

By:  \_\_\_\_\_ Date: 3-19-15  
Meriter-UnityPoint Health

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sauk Prairie Healthcare

By: \_\_\_\_\_ Date: \_\_\_\_\_  
St. Mary's Hospitals

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stoughton Hospital

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William S. Middleton Veterans  
Memorial Hospital