

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Emergency Management - EMS Division	CONTRACT/ADDENDUM #: <div style="text-align: center; font-size: 1.2em;">12492</div>																											
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%;"></td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center; font-size: 0.8em;">If Addendum please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract		Addendum	↓	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 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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<input checked="" type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: 07/23/2015 To: 07/23/2018																												
4. Amount of Contract or Addendum \$0.00																												
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: N/A																												
7. MUNIS Vendor Code: N/A 8433																												
8. Bid/RFP Number: N/A																												
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>MA</u> Received	_____	7-23-15	_____
<u>CV</u> Controller	_____	_____	7/24/15
<u>[Signature]</u> Corporation Counsel	_____	7/24/15	7/24/15
<u>[Signature]</u> Risk Management	_____	7/24/15	7/24/15
<u>[Signature]</u> ADA Coordinator	_____	7/24/15	7/24/15
<u>CV</u> Purchasing Agent	_____	7/24/15	7/24/15
_____ County Executive	_____	_____	_____

Vendor Name & Address William S. Middleton Veterans Memorial Hospital 2500 Overlook Ter Madison, WI 53705
Contact Person Craig Schuetz
Phone No. 608-256-1901
E-mail Address craig.schuetz@va.gov

Footnotes:


1. _____
2. _____

Return To:	Name/Title: Carrie Meier	Dept.: Emergency Management
	Phone: 608-266-5374	Mail Address: 115 W Doty St, Room 2107
	E-mail: meier.carrie@countyofdane.com	Madison, WI 53703

CERTIFICATION

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

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

Date: 7/23/2015 Signed: 
 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: _____

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

12492

Agreement No.	12492
Approvals:	/ /
	Corp. Counsel / Risk Mgt. / 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.

51
52 **Critical Incident:** An incident resulting from human or natural causes resulting in
53 illness or injuries that exceed or overwhelm the emergency medical service (EMS)
54 and hospital capabilities of a locality or jurisdiction. Incident is likely to impose a
55 sustained demand for health and medical services rather than the short, intense
56 peak demand for these services typical of day to day incidents.
57

58 **Participating Hospital:** A hospital that is a party to this MOU but is not the Area
59 Medical Coordination Center.
60

61 **Transportation Group Supervisor:** In charge of all transporting ambulances
62 and directs the loading and transportation of patients. Her/his function is to
63 maintain communications with the Area Medical Coordination Center, to ensure
64 proper patient transportation and destination, and to coordinate patient
65 information from the treatment unit and triage tag information to the Area Medical
66 Coordination Center. The transportation group supervisor may assign an assistant
67 to establish and maintain communications with the hospital.
68

69 **Red/Yellow/Green:** refers to the triage color assigned by EMS personnel in the
70 field during a critical incident to determine medical priority needs and to ensure
71 transport to a hospital with available capacity to accommodate the patient.
72

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

78 2. The Area Medical Coordination Center will provide a single point of contact for
79 EMS when any one of the following conditions exists:
80

- 81 a) Multiple patients are involved in a single or multiple critical Incidents that
82 overwhelm the capabilities of the responding unit; or, any event, such as a
83 natural disaster or terrorist attack, in which large numbers of casualties are
84 sustained and which overwhelms or has the potential to overwhelm existing
85 emergency medical resources.
- 86 b) The Critical Incident is found to have more than five patients requiring
87 transportation; or
- 88 c) The Critical Incident involves any act of terrorism or natural disaster expected
89 to produce large numbers of casualties.

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93 3. The Area Medical Coordination Center will normally be activated in the situations
94 identified in Section 2 by the Transportation Group Supervisor or through the
95 Dane County Public Safety Communications Center. However, the Area Medical
96 Coordination Center may also be activated by a Participating Hospital or the Area
97 Medical Coordination Center itself due to a hospital's capabilities being
98 overwhelmed.
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100 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

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

- 211
- 212 9. The parties to this MOU agree that each party hereto is and shall be solely
213 responsible for any claim or damage to the extent resulting from its own
214 negligence, other tortious conduct or breach of this MOU. This MOU shall not be
215 construed to require any party hereto to indemnify another party hereto from the
216 party's negligence, other tortious conduct or breach of this MOU.
217
- 218 10. Each party agrees to secure at its own expense all resources and personnel
219 necessary to carry out its obligations under this MOU. Such personnel shall not
220 be deemed to be employees of the other party nor shall they be deemed to have
221 any direct contractual relationship with the other party.
222
- 223 11. Notices required by this MOU shall be deemed delivered as of the date of
224 postmark if deposited in a United States mailbox, first class postage attached,
225 addressed to a party's address as set forth above. It shall be the duty of a party
226 changing its address to notify the other party of such change in writing within a
227 reasonable time.
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- 229 12. The parties agree to comply with applicable federal, state, and local laws
230 governing the functions described herein. The Area Medical Coordination Center
231 and Participating Hospitals further acknowledge that this MOU is not intended to
232 supersede or contravene their policies and practices for ensuring compliance with
233 the Emergency Medical Treatment and Active Labor Act and Wis. Stat.
234 § 256.30(1)-(4). The Area Medical Coordination Center and Participating
235 Hospitals further agree that this MOU is intended in part to carry out their
236 obligations under Wis. Stat. § 256.30(5).
237
- 238 13. Each party warrants that the persons executing this MOU on its behalf are
239 authorized to do so.
240
- 241 14. It is expressly understood and agreed to by the parties hereto that in the event of
242 any disagreement or controversy between the parties, Wisconsin law shall be
243 controlling and venue shall be in the Dane County Circuit Court.
244
- 245 15. This MOU is intended to be an agreement solely between the parties hereto and
246 for their benefit only. No part of this MOU shall be construed to add to,
247 supplement, amend, abridge or repeal existing duties, rights, benefits or privileges
248 of any third party or parties, including but not limited to employees of either of the
249 parties.
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- 251 16. The entire agreement of the parties is contained herein, and this MOU
252 supersedes any and all oral agreements and negotiations between the parties
253 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: _____
Meriter-UnityPoint Health

By: _____ Date: _____
Sauk Prairie Healthcare

By: _____ Date: _____
St. Mary's Hospitals

By: _____ Date: _____
Stoughton Hospital

By: William S. Middleton Date: 4/8/15.
William S. Middleton Veterans
Memorial Hospital