



# **GREEN LAKE COUNTY**

*571 County Road A, Green Lake, WI 54941*

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**Original Post Date: 04/22/2021**

**Amended\* Post Date:**

**The following documents are included in the packet for the AdHoc Ambulance Committee on April 27, 2021:**

- 1) Agenda
- 2) Minutes from 03/22/2021
- 3) Ambulance agreements from Stevens Point, Amherst and Plover



**GREEN LAKE COUNTY  
OFFICE OF THE COUNTY CLERK**

Elizabeth Otto  
County Clerk

Office: 920-294-4005  
FAX: 920-294-4009

***AdHoc Ambulance Meeting***

***Date: Tuesday, April 27, 2021 Time: 5:30 PM  
Green Lake County Government Center,  
County Board Room, 571 County Rd A, Green Lake WI***

**Agenda**

**Committee  
Members**

*Brian Floeter, Chair  
Doug Vrechek, Vice  
Chair  
Joel Strahota  
Kyle VanBuren  
Evan  
VandenLangenberg  
Brian Bending  
Kathy Jerome*

*Elizabeth Otto, Secretary*

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Approval of minutes: 03/22/2021
5. Public Comment
6. Correspondence
  - Ambulance Agreements from Stevens Point, Amherst Fire District, and Plover
7. Appearances:
  - Portage County EMS Representatives
  - Waushara County EMS Representatives
8. Committee Discussion
  - Distribution of current assets
  - Rental space availability
  - Ambulance service in area counties
9. Discussion Regarding Resolution to the Green Lake County Board
10. Future Meeting Dates
11. Future agenda items for action & discussion
12. Adjourn

**\*A quorum of the Highway Committee and Finance Committee may be present at the AdHoc Ambulance Committee meeting. None of these committees will take any formal action at the meeting.**

**Due to the COVID-19 pandemic, this meeting will be conducted through in person attendance (6 ft. social distancing and face masks required) or audio/visual communication. Remote access can be obtained through the following link:**

Topic: AdHoc Ambulance Meeting  
Time: Apr 27, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting  
<https://zoom.us/j/98421060724?pwd=cUFZek1aeUhQV05UVVVVOVIJvNnBCZz09>

Meeting ID: 984 2106 0724  
Passcode: 696810

Dial by your location  
+1 929 436 2866 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)

**Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date of the meeting.**

**AdHOC AMBULANCE COMMITTEE MEETING**  
**March 22, 2021**

The meeting of the AdHoc Ambulance Committee was called to order by Chair Brian Floeter at 5:30 PM on Monday, March 22, 2021 in the County Board Room and via Zoom format at the Green Lake County Government Center, Green Lake, WI. The requirements of the open meeting law were certified as being met. The Pledge of Allegiance was recited.

Present:	Doug Vrechek (5:31)	Absent:
	Kyle VanBuren	
	Evan Vandenlangenberg (Zoom)	
	Brian Bending	
	Brian Floeter	
	Kathy Jerome	
	Joel Strahota	

Other County Employees Present: Liz Otto, County Clerk; Cathy Schmit, County Administrator (Zoom); Dave Abendroth, Supervisor #4; Gene Thom, Supervisor #19; Bob Schweder, Supervisor #12 (Zoom); Charlie Wielgosh, Supervisor #7 (Zoom)

**APPROVAL OF MINUTES: 03/02/2021**

*Motion/second (Strahota/Bending)* to approve the minutes of the 03/02/2021 meeting as read. Motion carried with no negative vote.

**PUBLIC COMMENT**

Will Pflum, 357 North St., Markesan, spoke regarding the legislative letter included in the packet. He spoke in favor of a supplemental or distributed approach to a county ambulance service.

**CORRESPONDENCE**

County Clerk Liz Otto read a letter received from Richard Loeza, legislative analyst with the Wisconsin Legislative Reference Bureau that was sent to Representative Alex Dallman of the 41<sup>st</sup> District regarding the county's ability to provide Emergency Medical Services by contracting out to existing municipal and private EMS providers.

**COMMITTEE DISCUSSION**

- **2020 EMS Provider Response Times**  
No discussion
  
- **Distribution of current assets/rental space availability**  
Chair Floeter read responses from the City of Green Lake, City of Princeton, Town of Brooklyn, and the Princeton Fire District regarding current assets and rental space availability. These will be put in the next meeting packet along with any other responses that come in.
  
- **Ambulance service in area counties**  
Discussion held on the 3 options outlined in the legislative letter. General consensus is to proceed with more information regarding a supplemental or distributed approach to county ambulance service with possible paramedic service available. County Administrator Cathy Schmit summarized an email she received from

Portage County with a broad outline of their system. This will be included in the next meeting packet.  
Discussion held on equity payments from municipalities as well.

**COMMITTEE DISCUSSION**

**Future meeting date:** April 27, 2021 at 5:30 PM.

**Future agenda items:**

**ADJOURNMENT**

Chair Floeter adjourned the meeting a 6:21 PM.

Submitted by,

Liz Otto  
County Clerk

DRAFT



Hi Cathy,

Thanks for reaching out, and we're happy to share whatever we've got to help you all out.

We do operate a countywide ambulance system, and all services are currently contracted out to the City of Stevens Point Fire/EMS, Village of Plover Fire/EMS, and the Village of Amherst Fire District. So, our partners are all public sector, though they vary from a union shop (City) to a smaller full-time presence with paid part-time and some volunteers (Plover, Amherst). Our EMR network in the county works with each service provider as well and is currently all volunteer minus a small grant program we make available to them each year. Operationally, EMRs re-supply off of service provider ambulances. So, the various parts all work together and we ultimately manage/help with the coordination of the EMS system (one EMS Coordinator in our Sheriff's Office) and the financial planning/budget for the system as a whole (Finance Director and myself).

Currently, Portage County owns the equipment/assets being used by the service providers, so we are involved with directly managing that as well as repairs, maintenance, etc. That said, in our last contract negotiation, we looked at moving away from that model to one where the service providers own the assets and we serve a role that's still involved with coordinating the overall effort but stepping even further away from where we are now. The financial management portion would remain the same for the most part and most of the replacement schedules (etc) would continue to be utilized. We'd just be in a place where service providers are doing more of their own accounting, budgeting, scheduling repairs, maintenance and so on. There is still an interest in moving in that direction, but we'll see what happens at the next round of negotiations. Typically, service providers have already made some decisions that we are then asked to fund. That can get tricky at times since we have no input into those decisions.

As for the levy, it's handled separately. So, the EMS levy is not capped and is used to provide the countywide service. If the county stepped away from that set-up, municipalities would still be obligated to provide the service, but as I understand it they would have a one-time opportunity to increase/set up their own EMS levy and they'd need to set it up for the long-term because after that initial opportunity I believe that their levy would then be capped for this. So, a clear benefit to allowing the county to levy on behalf of everyone and to keep pace with the costs of doing business, which are significant. Of course, one of the points of discussion has to be reasonable increases to that levy over time rather than viewing it as open to any increases that one party or another feels are necessary. There have been points of contention along the way, but I see much of that as being more about personalities involved and a lack of trust than a failure of the model itself. As with anything involving multiple jurisdictions and different areas of responsibility, it can be difficult to arrive to a consensus on many things.

If it would be helpful to discuss in-person, I could set up a Teams call for a day and time that works for the three of us. I'm sure you have other questions, and there's a lot involved.

Respectfully,

Chris

**AMBULANCE SERVICE PROVIDER AGREEMENT  
BETWEEN THE COUNTY OF PORTAGE  
AND THE CITY OF STEVENS POINT**

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THIS AGREEMENT is entered into effective as of January 1, 2020, between Portage County, a Wisconsin quasi-municipal corporation (the “**County**”), and the City of Stevens Point, a Wisconsin municipal corporation (“**Stevens Point**”), who is referred to as the “**Provider**”, or which along with one or more County designated Provider, collectively as “**Providers**”). See section 901 for term of contract.

WHEREAS, the County has established an emergency medical services program under the authority of section 256.12 of the Wisconsin Statutes, coordinates the overall EMS System, and has elected to utilize the Provider pursuant to this intergovernmental agreement under authority of section 66.0301 of the Wisconsin Statutes., and may consider additional providers as needed; and

WHEREAS, a primary objective is transparency and accountability for the system to all citizens of Portage County, in accordance with Chapter 256 of Wisconsin Statutes and Administrative Code provisions adopted thereunder, with the agreed-upon goals of improving the EMS System which the parties believe will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein; and

WHEREAS, all parties agree on the need for continuous improvement of the Emergency Medical Services System throughout the County with the goals of proper staffing, better integration, improved service delivery, and a professional dispatch service, with the long term goal of continuously improving performance and system flexibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:



## ARTICLE I THE AGREEMENT

### SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Service in Portage County.

### SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

### SECTION 103. CONTRACT DOCUMENTS

The following Appendices are attached to and made part of this Agreement:

<b>Appendix A</b>	Compensation Schedule
<b>Appendix B</b>	Coverage Areas
<b>Appendix C</b>	Insurance Requirements
<b>Appendix D</b>	Fleet Specifications
<b>Appendix E</b>	Operational Capacity Requirements
<b>Appendix F</b>	On-Scene Supplies Exchange
<b>Appendix G</b>	Radio Programming
<b>Appendix H</b>	Adverse Medical Events

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the provision of Ambulance Services, shall supersede any prior proposal, agreement, contract, or memorandum of understanding between the Parties regarding such services, and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of a conflict between or among this Agreement and any of the Appendices, this Agreement shall govern over the provisions of the Appendix or Appendices; or, in the event of a conflict between or among Appendices, the Appendix listed first above shall govern over those below it.

## ARTICLE II DEFINITIONS

### SECTION 201. WORDS AND TERMS

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**Additional Services**” means those services described in Section 412 hereof.

“**Additional Services Amount**” means the amount owing to Provider pursuant to Section 702 hereof.

“**Advanced Life Support**” or “**ALS**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code, or successor regulation.



“**Affiliate**” means any parent municipality, corporation, joint venture, subsidiary, or other legal entity with direct or indirect control of the Provider.

“**Ambulance**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, meeting the requirements of **Appendix D** and operated by Provider which is equipped to provide Advanced Life Support services.

“**Ambulance Service**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes for emergency and non-emergency Transport services offered by the County and provided by Provider, including management, supervision, Additional Services, and other ambulance related services offered by the County, and provided by the Provider, pursuant to this Agreement. For the purposes of Ambulance vehicles, Paramedic is the minimum level of capability.

“**Automated Aids**” means the computer hardware, software, and networking provided and maintained by the Provider to aid in the automated tracking and assignment of Ambulances, providing information related to a Dispatch, mapping, routing, monitoring performance, and Ambulance status, scheduling of personnel, and any other management systems utilized by the Provider, including but not limited to global positioning satellite equipment and mobile communications computers/terminals purchased, installed, and maintained by the Provider in any Ambulances.

“**Backup Agreement**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, regarding all Providers within the Portage County EMS System.

“**Base Amount**” means the amount, set forth in **Appendix A**, paid monthly to Provider by the County for the provision of Base Services.

“**Base Services**” means all Emergency and Downgraded Emergency Responses, including all related support and ancillary services required hereunder, but excluding Additional Services.

“**CAD**” means computer aided dispatch computer hardware and software utilized by the County.

“**Caller**” means a person accessing the response system by telephone or another similar fashion.

“**Communications Center**” means the combined PSAP and Dispatch facility operated by the Portage County Sheriff’s Office.

“**Continuing Medical Education**” or “**CME**” means the continuing medical education program provided for County Certified Personnel to maintain County Certification.

“**County**” means Portage County, Wisconsin.

“**Dedicated Standby**” has the same meaning as “dedicated services” in section DHS 110.04(18) of the Wisconsin Administrative Code, such Ambulance being exempt from the then-current System Status Plan.

“**Department**” means the Wisconsin Department of Health Services, its divisions or other state agencies, having jurisdiction over EMS or Ambulance Services.

“**DHS**” means the Department of Health Services as used in the Wisconsin Administrative Code.

“**Disaster**” has the same meaning as utilized in chapter 323 of the Wisconsin Statutes, as declared by Federal, State, or County government.

“**Disaster and Specialty Response Units**” means transport capable medical ambulance buses, medical supply delivery trucks, equipment and supply trailers, rehabilitation units, spare ambulances, tow vehicles, all-terrain vehicles, or any emergency vehicles provided and maintained by the County for the purposes of evacuation, transport, protection, or care of the sick, disabled, and injured.

“**Dispatch**” or “**Dispatched**” means the act by the Communications Center of notifying a Provider of a Request by either triggering an audible alarm at a properly equipped radio receiver, a visual annunciation at a properly equipped fixed facility, or both. The customary audible alarm



will be accomplished through the activation of specific tones transmitted on a designated County radio frequency followed by a voice transmission, but may be supplemented by the transmission of related data.

**“Downgrade”** or **“Downgraded”** means the discontinuance of the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

**“Downgraded Emergency Request”** means an Emergency Request which, either (1) during a Response, or (2) during the period of time from when a Request is received to when Provider arrive on the scene, is Downgraded by a First Responder or dispatch personnel in compliance with the established EMS Protocols.

**“Emergency”** or **“Emergency Response”** means the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

**“Emergency Medical Service”** or **“EMS”** has the same meaning as in chapter DHS 110 of the Wisconsin Administrative Code.

**“Emergency Medical Services Dispatcher”** or **“EMS Dispatcher”** means any person who is employed at the Communications Center to Dispatch Providers and provide Pre-Arrival Instructions.

**“Emergency Medical Technician”** or **“EMT”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Emergency Medical Responder”** or **“EMR”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Emergency Request”** means a request for emergency services received directly at the PSAP, or a request for emergency services transferred from another source to the Communications Center.

**“Emergency Transport”** means a Transport resulting from (1) a Response to an Emergency Request, or (2) a Response to a Non-Emergency Request that results in a need for emergency services and emergency warning lights and sirens during transport.

**“EMS Communications”** means any portion of the Communications Center, used for Ambulance Dispatch and communications. The County may elect to relocate the EMS Communications function to a different physical location if it so chooses.

**“EMS Coordinator”** means an employee of the County who collaborates with the County’s Medical Director and service providers to provide administrative support, coordination, technical assistance, and outreach to the service providers and pre-hospital EMS providers of Portage County to help ensure quality patient care and service.

**“EMS Emergency”** means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in an unexpected increased demand for Ambulance Services, and is designated as such by the EMS Coordinator or the County.

**“EMS Personnel”** means the EMRs, EMTs, Paramedics, critical care nurses, or other medical professionals trained and licensed/certified to provide EMS Patient care.

**“EMS Protocols”** means the patient care protocols as outlined in chapter DHS 110 of the Wisconsin Administrative Code, prepared for the EMS System and approved by the Medical Director, as the same may be amended from time to time. Provider may work with the Medical Director to update EMS Protocols as needed to continually improve overall EMS System performance. EMS Protocols shall at minimum comply with and reflect DHS standards, but may go beyond such standards if Provider and Medical Director approve additional protocols.



**“EMS System”** means the network of organizations and individuals established to provide Emergency Medical Services to citizens of the County and may include but is not limited to: citizen CPR training and public education, EMS Communications, EMS Personnel, Emergency Medical Responders, First Responders, Ambulance Services, materials, fleet management, and medical quality control.

**“First Responder”** means the same meaning as “emergency medical personnel” as defined in section 941.37 of the Wisconsin Statutes.

**“Fiscal Year”** means the year commencing on January 1 of any given year and ending on December 31.

**“Health Care Facility”** means any hospital or facility as defined in section 150.84 of the Wisconsin Statutes.

**“Hospital Bed Delay”** means the continuation of Patient care at a hospital which exceeds twenty (20) minutes after Transport from the scene of an Emergency Request or a Downgraded Emergency Request. The time interval shall be calculated from arrival at the hospital until the time the hospital assumes responsibility for the Patient by receiving verbal report and placing the Patient on a hospital stretcher, in a wheelchair, or in the emergency department waiting room. A Hospital Bed Delay does not include Non-Emergency Requests, Non-Emergency Transports, direct admissions, or crew delays for clean-up, documentation, or other tasks.

**“Incident Command System”** means the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy following the then current National Incident Management System.

**“In-service”** or **“In-service Ambulance”** has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

**“Just Culture”** means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care services; supporting a professional environment and culture that encourages and supports Personnel; understanding human errors occur and how accountability is assured through consoling, coaching, counseling, remedial training, or corrective action.

**“MABAS”** has the same meaning as “Mutual Aid Box Alarm System” found in chapter 323 of the Wisconsin statutes.

**“Medical Direction”** means medical supervision of the EMS System provided by the Medical Director through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Mutual Aid”** has the same meaning as utilized in section 256.15 of the Wisconsin Statutes.

**“Non-Emergency Request”** means a request not meeting the definition of Emergency Request.

**“Non-Emergency Transport”** means a Transport, not meeting the definition of Emergency Transport.

**“Non-Transport”** means a response by Ambulance to a Request which does not result in a Transport and which is not eligible for compensation hereunder at the time this agreement is entered into.

**“Operational Plan”** has the same meaning as utilized in chapter DHS 110, Wisconsin Administrative Code.

**“Out-of-service”** or **“Out-of-service Ambulance”** means an ambulance that fails to meet the requirements of an In-service Ambulance.

**“Paramedic”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.



**“Party”** or **“Parties”** means either the County or Provider, or both, as the context of the usage of such term may require.

**“Patient”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Patient Care Report”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Performance Requirements”** means the requirements of this Agreement intended to ensure that (1) Turnout Times meet the requirements provided herein; (2) Ambulances be designed and equipped as provided herein; (3) clinical performance be consistent with approved medical standards and protocols; (4) the conduct and appearance of all Provider’s Personnel be professional and courteous at all times.

**“Personnel”** means all employees including, but not limited to, Emergency Medical Technicians, fleet mechanics, materials management assistants, managers, Paramedics, Registered Nurses, supervisors, and Senior Management employed by Provider.

**“Pre-Arrival Instructions”** means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch’s Medical Priority Dispatch Protocol version 12, or any successor method approved by the County and the Medical Director, which instructions are given by an EMS Dispatcher, at the Communications Center to a Caller prior to arrival of a First Responder, EMR, or Ambulance.

**“Primary Service Area”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Priority Dispatch Protocols”** means the protocols described in Section 402 hereof; or any future variation determined by the County.

**“Public Safety Answering Point”** or **“PSAP”** has the same meaning as utilized in section 256.35 of the Wisconsin Statutes, operated by Portage County.

**“Quality Management Principles”** means the criteria and guidelines for organizational performance excellence as mutually approved in writing by the County’s EMS Coordinator and the Provider.

**“Registered Nurse”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Request”** means either an Emergency Request or a Non-Emergency Request.

**“Reserve Ambulance”** has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

**“Response”** means the act of responding to a Request, which act begins with the dispatching of an Ambulance and, (1) in the case of a Request which does not result in a Transport, ends with cancellation of the Ambulance responding to the Request; or (2) in the case of Request resulting in a Transport, ends with the arrival of the Ambulance at the scene for Patient Transport.

**“Response Time”** means (1) in the case of an Emergency Request, the actual time elapsed from the moment a Provider is Dispatched, to the moment Provider’s first transport capable Ambulance arrives at the scene; or (2) in the case of Non-Emergency Requests, the time elapsed from the requested pickup time to the time of arrival for Patient Transport.

**“Special Events”** has the same meaning as found in chapter DHS 110 of the Wisconsin Administrative Code.

**“State”** means the State of Wisconsin.



**“State of Emergency”** has the same meaning as a Disaster, as well as that provided for in chapter 323 of the Wisconsin Statutes, declared by proclamation of the Federal, State, or County government.

**“System Status Plan”** means a management system for deploying and redeploying Ambulances.

**“Trans”** means the Department of Transportation as used in the Wisconsin Administrative Code.

**“Transport”** means all Emergency and Non-Emergency transportation in Ambulances by Provider of Patients.

**“Turnout Time”** means the time interval that begins when the Communications Center Dispatch notification process begins by either an audible alarm or visual annunciation or both, and ends at the beginning point of travel time.

**“Uncontrollable Circumstance”** means any act, event, or condition, other than a labor strike, work stoppage, or slowdown, which has or may reasonably be expected to have a direct material adverse effect on the rights or obligations of a Party hereunder if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include an act of God and/or a State of Emergency. Normal weather conditions in Portage County are not considered an Uncontrollable Circumstance, however, the parties acknowledge that extreme weather events can create circumstances that materially affect the deployment of ambulances.

**“WARDS”** means the web-based reporting system called the Wisconsin Ambulance Run Data System as provided by the Wisconsin Department of Health Services.

**“Wisconsin Administrative Code”** or **“Wis. Admin. Code”** means the current version of the Wisconsin Administrative Code at the time of the implementation of this agreement, and any successor versions enacted by the State.

**“Wisconsin Statutes”** or **“Wis. Stats.”** means the current version of state law at the time of the implementation of this agreement, and any successor versions enacted by the State. This also includes any enabling regulations established by law in the Wisconsin Administrative Code (e.g. chapter DHS 110, Wis. Admin. Code as authorized by chapter 256, Wis. Stats.,) as well as any successor versions enacted by the State.

## **SECTION 202.        TERMS GENERALLY**

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation,” except as the context may otherwise require. The words “agree,” “agreement,” “approval,” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed,” except as the context may otherwise require. The words “approved,” “designate,” or similar words shall be deemed to be preceded by the word “reasonably,” except as the context may otherwise require.



### ARTICLE III REPRESENTATIONS

#### SECTION 301. REPRESENTATIONS

All Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm, or organization, or any law or governmental regulation.

### ARTICLE IV DUTIES AND RESPONSIBILITIES OF PARTIES

#### SECTION 401. AMBULANCES

(a) Obligation to Provide Ambulances. County shall provide the Provider with four (4) Ambulances and related equipment meeting the specifications set forth in **Appendix D** attached hereto.

Reserve Ambulance. County shall maintain an additional stocked ambulance to be used by any of the Provider's within the County EMS System. The ambulance shall be stored at a facility of the County's choice. The ambulance shall be fully stocked aside from the following list of equipment that shall be transferred onboard the ambulance at time of need.

- Portable Radios
- Toughbooks
- **IV Pumps**
- Ventilators
- Video Laryngoscope
- AED

(b) Obligation to Provide Paramedic Ambulance Service

Provider shall provide to the County services for 2 Primary ALS ambulances and 2 secondary ALS ambulances. ALS Ambulances provided, staffed, and operated under this Agreement shall provide Paramedic level services

(c) Maintenance of Ambulances. Provider shall coordinate for delivering ambulances in need of maintenance and repair to and from the necessary repair shop or Portage County Highway Shop. Any repair and maintenance shall be arranged according to the County's protocol. Repair and maintenance of all Ambulances shall be at the County's expense. The County shall have the final decision on what repairs shall be performed. In the event of any accident or traffic collision with an ambulance, the Provider shall notify the County per the County's policies and have the ambulance delivered to a repair shop or Portage County Highway Shop for inspection and necessary repairs. All Ambulances must comply with Wisconsin Administrative Code Trans 309 as amended from time to time.



(d) **Staffing of Ambulances.** All Ambulances shall have the required minimum staffing as established in chapter 256 of the Wisconsin Statutes to comply with the terms of their license issued by the Department.

(e) **On-Board Equipment and Supplies.** All Ambulances shall at all times carry equipment, supplies, and medications sufficient to meet or exceed State requirements for ALS Ambulances, as well as that required by chapter Trans 309 of the Wisconsin Administrative Code. Such equipment, supplies, and medications shall be sufficient to provide Paramedic level Ambulance Services, and support EMRs as provided for in section 404. Equipment and supplies shall be procured, obtained, and paid for as set forth in section 406.

(f) **Operational Capacities.** Provider shall be expected to field the specified number of Ambulances listed in **Appendix E.**

- i. These Ambulances shall be In-service on a 24 hours, 7 days per week, 365 days per year (366 during leap years) basis, 99.00% of the time, measured on both a monthly and annual basis.
- ii. No Ambulance required to be In-service may be taken Out-of-service for three hours or more in a single day except due to unforeseen mechanical failure, maintenance or due to a traffic collision involving the Ambulance.
- iii. No activities, services, obligations, agreements, or operations outside of this Agreement conducted by a Provider shall materially detract from the capability to meet the requirements and obligations of the Provider as set forth in this Agreement.

(g) **Intersystem Ambulance Transfer.** County reserves the right to make available to other providers as needed, at no cost, extra ambulances available in excess of what is required to perform Provider's obligations of this agreement, to other Providers within the County EMS system when the requesting Provider's ambulance is down for an extended period due to unforeseen maintenance, mechanical failures, or other uncontrollable situations.

## **SECTION 402. COMMUNICATIONS CENTER OPERATIONS**

(a) **CAD System Automated Aids.** Provider shall furnish and maintain their own Automated Aids to support the performance management and oversight of Ambulance Services provided by the Provider. Dispatching hardware, software, and central equipment within the Communications Center shall be provided and maintained by the County. Provider shall be responsible for installing, maintaining and operating their own Automated Aids for managing and positioning of Ambulances and related purposes.

Provider may, at their expense, upgrade, their Automated Aids to ensure technically advanced, efficient, and responsive management of Ambulance Services.

Any Automated Aids shall be installed, managed, and operated by the Provider, and shall not be linked to the County networks or systems unless specifically authorized by the County in writing.

Given the rapid changes in technology, the County may choose to change software providers. In addition, if the Provider desires a connection or interface to the County's system the cost of the implementation, training, administration, and on-going support shall be borne by the Provider. All requests for changes should be presented through the appropriate channels identified by the County.



(b) **Interface with Communications Center.** Both Emergency and Non-Emergency Requests for service shall come directly into the Communications Center. After processing the call, the Communications Center will transfer the information onto the County's CAD system. Upon being provided the County's Dispatch information, the Provider's Personnel shall validate the accuracy of the address given to ensure accurate mapping of the incident on all Requests. Upon completion of the call the Communications Center will update the County's CAD system and the provider shall update data as provided for in section 402(e).

(c) **Priority Dispatch Protocols.** Provider shall comply with the Priority Dispatch Protocols. No Emergency Request or Non-Emergency Request shall be denied response by an Ambulance, and no Patient requesting Transport shall be refused a medically necessary Transport by an Ambulance. Depending upon the nature of the Request, the Priority Dispatch Protocols governing the EMS System's response to each type of service request may include no Response, a Downgraded Response, or an Emergency Response of either a First Responder, EMR, an Ambulance, or any combination thereof. Provider shall cooperate with the County in developing fully integrated Priority Dispatch Protocols for the EMS System. For interfacility and hospice transport requests received directly by Provider, Provider and Communications Center staff shall coordinate to ensure that the transport is provided without compromising Priority Dispatch Protocols.

(d) **Pre-Arrival Instructions.** Provider shall implement and comply with the Pre-Arrival Instructions for all Requests.

(e) **Integrated Data System.** Database information regarding patient care shall be shared so as to facilitate accurate billing and allow County to carry out Continuous Quality Improvement functions, while maintaining patient confidentiality. Provider must grant County Finance Director access to Provider's WARDS system data and electronic health records system. Parties acknowledge that the provisions of this section are a material term of the Agreement, and failure to comply can be considered a material breach of the agreement.

(f) **Communications Equipment.** County shall provide to Provider radio equipment as outlined in section 406 of this Agreement. Provider shall be responsible for the installation and cost of all communications equipment necessary for use within Provider's facilities. Provider shall be responsible for coordinating the installation of radio equipment in the Ambulances at the County's expense. All communications equipment shall be programmed in accordance with **Appendix G.**

(g) **Communications Center Procedures.** Provider shall assist the County in the development, improvement, and maintenance of internal procedures within the Communications Center to improve service delivery to the public, and all aspects of the EMS System. County acknowledges that Provider input and participation in procedure development is vital to ensure optimal EMS System performance. Changes to Communications Center procedures shall be reviewed and implemented via the appropriate channels identified by the County.

Provider shall participate in internal Communications Center quality assurance and improvement efforts, in cooperation with the Medical Director, for the purpose of enhancing the communications portion of the EMS System. The Communications Center will cooperate in Provider quality assurance and improvement programs to assist the Provider in enhancing their service delivery portion of the EMS System.



**SECTION 403. COVERAGE AREAS**

Provider is subject to dispatch for Ambulance Services anywhere within the boundaries of Portage County, irrespective if that area is with the Provider's Primary Service Area or not. Such determination of assignments shall be made by the Communications Center.

Provider shall provide primary Ambulance Services within the area designated as that Provider's Primary Service Area in **Appendix B**. The Provider shall be the Provider primarily responsible for providing Ambulance Services within its primary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below.

Each Provider shall further provide secondary Emergency Ambulance Service within the areas that constitute the balance of the County not included in the Primary Service Area in **Appendix B**. The Provider shall be secondarily responsible for providing Ambulance Services within its secondary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below in the event the primary Provider is unable to respond. The County shall be solely responsible for determining which Provider is Dispatched on a secondary basis, per communications center procedures.

The Provider agrees that this Agreement constitutes a de facto Backup Agreement with all other Providers in Portage County. Such Backup Agreement will be in force so long as this Agreement, and any successor agreement or extension, is also in force.

Provider shall perform Paramedic intercepts regardless of the Primary Service Area if Dispatched, so long as that Provider has been approved by the Medical Director to perform such a task.

**SECTION 404. ON-SCENE SUPPLY CONSUMABLE OR DISPOSABLE EXCHANGE PROGRAM**

When an Emergency Medical Responder in the course of treating or preparing a Patient for Transport employs supplies listed in **Appendix F**, as the same may be amended from time to time, Provider's Personnel shall exchange with that Emergency Medical Responder that same item of supplies from that Provider's on-board inventory on a one-for-one basis. If such supplies are not available, the Emergency Medical Responder group and Provider should make mutually agreeable arrangements to have the supplies delivered, or make pickup arrangements for the supplies. Provider shall be responsible for designing, implementing, and operating an inventory control record-keeping system capable of accurately tracking the quantities of supplies included in the on-scene supplies exchange program, as well as disposable supplies. Replacement of expired items or items lost from Emergency Medical Responder inventories shall not be Provider's responsibility.

**SECTION 405. TURNOUT TIMES AND RESPONSES**

(a) **Turnout Time Measurement**. Turnout Time criteria are set forth in **Appendix E** shall apply. Turnout Time compliance shall be measured and reported to the nearest 100th of 1 percent (.01%) and be determined on both a daily and calendar month basis.

(b) **Emergency Requests, Downgraded Emergency Requests, and Non-Transports**. Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall comply with **Appendix E**. Emergency Requests and Downgraded Emergency Requests



resulting in Non-Transport shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

**SECTION 406. EQUIPMENT, FUEL, AND SUPPLIES**

(a) **Capital Expenses.** The County shall provide to the Provider capital equipment as listed below. This list shall be the minimum provided equipment and the County reserves the right to add additional equipment as it sees fit. Should any listed capital equipment need replacement that will be done at the County's expense in accordance with County's capital planning process for EMS. The County shall maintain a replacement schedule that includes the expected useful life for capital equipment and meet with the Provider on an annual basis for a Capital Improvement Plan meeting to discuss capital needs and get feedback from Provider. The replacement schedule shall be reasonably adhered to, based on industry standards and the condition of the capital assets.

**Capital Equipment List**

- i. Four (4) ALS level Ambulances that meet the requirements of Chapter 256, DHS 110, and Trans 309.
- ii. One (1) Electrocardiogram per ambulance
- iii. One (1) power lift patient cot per ambulance
- iv. Two (2) portable radios per ambulance to be programmed according to Appendix G
- v. One (1) mobile radio per ambulance to be installed in the ambulance and programmed according to Appendix G
- vi. One (1) laptop per ambulance for use in the ambulance

Any other capital equipment that Provider would like to carry on board the ambulance shall be done solely at the Provider's own expense.

(b) **Fuel.** Provider shall be responsible for filling up ambulances with the correct fuel as needed utilizing the fuel purchasing card provided by the County in accordance with the County's fuel card policies and protocols. All fuel shall be at the County's Expense.

(c) **Operational and Consumable Medical Supplies.** The provider shall utilize the County's ERP system, Munis, to enter requisitions to order necessary operational and consumable medical supplies related to performing the services of this agreement. Unless authorized in writing, no supplies shall be purchased without a valid Purchase Order (PO) number generated by Munis. Supplies ordered without a valid PO number may not be reimbursed and the cost shall be the responsibility of the Provider. All supplies ordered properly shall be at the County's expense.

Other provisions of this Agreement notwithstanding, Provider shall be responsible for furnishing, all necessary facilities, utilities, office supplies, and maintenance of the aforementioned to fulfill their obligations under this Agreement. The portion attributable to EMS shall be covered by the compensation in Appendix A.

**SECTION 407. TRAINING AND CONTINUING MEDICAL EDUCATION**

Provider shall establish and maintain a training program for all employees that teaches proper Patient lifting and movement techniques. Such fitness training program is intended to reduce clinician injuries and increase Patient safety.



**SECTION 408. MEDICAL QUALITY CONTROL**

Provider shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and those established in the EMS Protocols, including any current Continuous Quality Improvement (CQI) Plan as approved by the Medical Director, and shall cooperate with the Medical Director in the monitoring, regulation, and oversight of the EMS System.

Provider shall assist the County in participation in programs such as the American Heart Association Mission Lifeline program, Cardiac Arrest Survivor Team (CAST), Cardiac Arrest Registry to Enhance Survival program, or successor programs by providing clinical services to review cases, analyze and compile data and patient outcome, and submit data and program applications as applicable. Future programs may include focused efforts on heart attack (ST-Elevation Myocardial Infarction), stroke, trauma, or other time sensitive life-threatening patient conditions.

**SECTION 409. MEDICAL CASE REVIEWS**

Medical Case Reviews shall be done in accordance with Chapter 256 of the State of Wisconsin Statutes and DHS 110.

**SECTION 410. PERSONNEL**

(a) **Professional Conduct and Appearance.** The Provider's personnel shall maintain a professional appearance and conduct themselves in a polite and courteous manner at all times while performing work under this Agreement. Provider shall employ highly trained personnel to operate Provider's equipment and Ambulances and to provide Patient care.

(b) **Personnel Qualifications.** All persons employed by Provider in the performance of work under this Agreement shall hold an appropriate license as specified by the Department. Provider shall comply with all applicable federal and state laws and regulations regarding licensing and credentialing.

**SECTION 411. DISASTER ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

(a) **Disaster Assistance.**

During a State of Emergency or Disaster, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work as necessary, informing persons requesting such non-Emergency service of the reason for the temporary suspension.

After the Disaster or State of Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

Provider will also actively cooperate in planning, updating, and following the Portage County Emergency Operations Plan (EOP) or Emergency Response Plan (ERP), including, but not limited to, Senior Management participation in disaster drills, critiques, and providing a representative to the scheduled meetings organized by the Emergency Management Division of the Portage County Sheriff's Office and for drills and activations of Portage County's Emergency Operations Center, at no cost to the County.

(b) **EMS Emergency.** Immediately upon notification by the Communications Center or the EMS Coordinator of an EMS Emergency, Provider shall commit such resources as are necessary and appropriate, and shall assist in accordance with plans and protocols applicable in the locality



where the EMS Emergency has occurred. This may include, but is not limited to, additional Ambulances to be staffed immediately to respond to a large scale or mass casualty incident, support staff to deliver medical supplies or assist in the operations of County disasters.

When the EMS Emergency has been mitigated, Provider shall resume normal operations as rapidly as is practical.

During the course of an EMS Emergency, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work, informing persons requesting such Non-Emergency service of the reason for the temporary suspension.

After the EMS Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

(c) **Mutual Aid.** Response by the Provider to Emergency Requests shall be performed in accordance with state law and all of the terms and conditions of the Agreement. MABAS agreements are a satisfactory form of mutual aid.

#### **SECTION 412. ADDITIONAL SERVICES**

(a) **Dedicated Standby.** At the written request of the County, Provider shall provide Dedicated Standby with Ambulances. For mass gatherings or complex medical standby plans, this may include Dedicated Standby for Disaster. The Provider may also provide Dedicated Standby services to another customer at their own discretion, but will be conducted at no expense to the County.

Ambulances used for Dedicated Standby shall transport patients from the event location to a medical facility, in which case another Ambulance shall be immediately dispatched to resume provision of Dedicated Standby at the special event, although such Dedicated Standby deployment shall not conflict with any other provision of the applicable Operational Plan or this agreement, and shall not cause Provider to call in additional staff on an emergency call-back basis unless the first ambulance has transported a person to a medical facility outside Portage County. At no time shall Patient Transport be delayed by an Ambulance because of a Dedicated Standby.

(b) **Courtesy Standby at Law Enforcement, Hazardous Materials, and Fire Incidents.** Upon request by law enforcement, fire department agencies, or the Communications Center, Provider shall furnish courtesy dedicated coverage at Emergency incidents involving a potential of danger to the personnel of the requesting agency.

(c) **Hospital Bed Delay.** In the event that excessive, recurring bed delays are inhibiting Provider from satisfying its obligations under this Agreement, Provider shall coordinate with the EMS Coordinator and the facility experiencing the bed delays to identify means to lessen the impact of such bed delays.

#### **SECTION 413. RESERVED**

#### **SECTION 414. EMERGENCY MEDICAL RESPONDERS**

Provider shall cooperate and coordinate their activities and services with Emergency Medical Responders for the purpose of integrating Provider's services with the EMRs' services. It shall be understood that Provider will assist with periodic training with EMR groups, and with the annual skills lab as set forth by the Medical Director. Providers shall ensure all EMS Personnel understand local standard operating procedures.



**SECTION 415. PROHIBITED ACTIVITIES**

- (a) **On-Scene Collections.** Provider shall not be required to request or accept payment for services rendered at the scene, en route, or upon delivery of the Patient.
- (b) **County Operations.** Provider shall not interfere with, hinder, obstruct, or delay any lawful operations conducted by the County.

**SECTION 416. USE OF COUNTY NAME**

Provider shall use the County's ambulance service trade name ("Portage County Emergency Medical Services," or "Portage County EMS"), prominently in all of their Ambulance markings as specified in **Appendix D**, and public information programs, unless agreed to in writing by the County. Provider shall promote, protect, and enhance the reputation and image of the County's service trade name using all methods and efforts possible throughout the term of this Agreement.

**SECTION 417. QUALITY MANAGEMENT AND PERFORMANCE MONITORING**

(a) **Quality Management Principles.** Provider shall apply Quality Management Principles in their efforts to continuously improve Ambulance Services. Provider and the County shall endeavor to apply Quality Management Principles in their collaborative efforts to improve the EMS System.

(b) **Just Culture.** Provider shall establish and maintain a Just Culture framework, to ensure Patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and services; supporting a professional environment and culture that encourages and supports Personnel. Provider shall use Just Culture to understand human error and ensure accountability, consoling, coaching, counseling, remedial training, or corrective action. Provider shall provide training to their Personnel and training materials at no cost to the County.

(c) **Compliance Monitoring and Activity Reporting.** Provider shall cooperate with the County in monitoring their compliance with the requirements of this Agreement. Provider shall issue activity reports and other information as requested by the County. Provider shall issue an annual report at the end of each Fiscal Year by March 1st for the preceding Fiscal Year. In connection with the public information program, Provider shall submit reports to the County, which shall include: (1) program objectives; (2) reports on planned programs; (3) number of citizens receiving CPR certification; and (4) sample news releases, fliers, and public service announcements.

(d) **Customer Satisfaction Survey.** The County may send customer satisfaction surveys to Patients, Emergency Medical Responders, and Health Care Facilities as determined by the EMS Coordinator. Such customer service cards shall be addressed to the County and survey data shall be provided to the Provider.

**SECTION 418. NOTIFICATIONS**

Provider shall notify the Communications Center or EMS Coordinator, upon occurrence, of the following:

- i. Any adverse medical event as defined in **Appendix H**;



**SECTION 419. PUBLIC EDUCATION AND INFORMATION**

(a) **Public Education**. Provider is encouraged to maintain a public education campaign designed to: (1) reduce serious injury and fatal accidents by offering public education programs; and (2) train and assist in training Portage County citizens in first aid, cardiopulmonary resuscitation (CPR), CPR instructor certification, automated external defibrillator use, child safety seat use, bicycle safety and helmet use, safe living habits for children and senior citizens, and PulsePoint. Provider will support County sponsored professional meetings and public education events.

(b) **Public Information and Community Support**. Provider is encouraged to maintain a comprehensive public information and image campaign designed to: (1) increase public awareness of the EMS System through a public information campaign; (2) increase involvement in community and civic activities within Portage County to increase public image and goodwill.

**SECTION 420. ETHICS AND OTHER TRAINING COMPLIANCE**

(a) **Ethics and Compliance**. Provider shall, at all times, conduct their business and perform their responsibilities under this Agreement in accordance with ethical business practices. Provider further agree to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and to provide services hereunder in compliance with all applicable federal and state statutes and regulations.

(b) **HIPAA Compliance Program**. Provider and the County shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(c) **NIMS Compliance Program**. Provider shall comply with the then current National Incident Management System (NIMS) compliance and training requirements. Provider shall ensure Personnel have completed FEMA IS-700, ICS-100, and ICS-200 or equivalent courses. Provider shall ensure Senior Management have completed FEMA IS-700, FEMA IS-800, ICS-100, ICS-200, ICS-300, and ICS-400 or equivalent courses. Provider shall maintain a copy of course completion for all Personnel.

(d) **Traffic Incident Management Compliance Program**. All EMS Personnel employed by the Provider shall have successfully completed, and comply with, the national Traffic Incident Management Responder Training Program provided by the US Federal Highway Safety Administration, or an equivalent course. Provider shall maintain a copy of course completion for all Personnel.

**SECTION 421. DOCUMENTATION AND ACCESS TO RECORDS**

Provider is responsible for the preparation and maintenance of accurate, complete, legible, and concise medical documentation consistent with the requirements as established by DHS 106. The Provider is responsible to be qualified to provide services, for meeting the program requirements, and to maintain records in accordance with the requirements for the provision of services with Medicare, Medicaid, and other third party providers as a contracted service provider of the County.

The Provider will provide the County's Finance Director access to medical records or electronic records system, including WARDS, in order for the County to meet its ongoing responsibilities as a provider with Medicare, Medicaid, and other third party providers.



The County will have access to data produced from patient care records to support the Quality Management and Performance Monitoring in Section 417.

The Provider may appropriately audit any access to medical records or electronic records system by the County and request information regarding such access as the Provider deems necessary.

Provider shall provide pre-billing patient business services to ensure completed and accurate Patient Care Reports are submitted to the County or its contracted billing company. Provider shall implement the business processes as required below and work closely with the County to implement new Medicare, Medicaid, third party insurance or other new requirements, as may be required from time to time, through collaborative meetings that involve Provider's Senior Management and County's staff. The patient business services functions and processes provided by the Provider shall require the following:

- i. When a Non-Emergency Request is received, the request must be screened for medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS). If the Provider clearly determines medical necessity is not met, the Provider shall suggest another means of transportation be utilized and explain to the Requestor that medical necessity for transport by Ambulance has not been met.
- ii. When medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS) exists, Personnel must substantiate and document, in the Patient Care Report, the medical necessity for transportation by Ambulance and why transportation by other means was contraindicated.
- iii. For Non-Emergency Requests, Personnel must document in the Patient Care Report, the reason transportation by Ambulance was requested. If there is a conflict between the information obtained by the EMS Dispatcher in CAD call notes, the Patient Care Report or the Physician Certification Statement (PCS) form, documentation of such differences shall be provided in the Patient Care Report or an addendum.
- iv. Provider shall ensure continual compliance with the then current regulations of the Centers for Medicare & Medicaid Services (CMS), Medicaid, private insurance and all other payer regulations as indicated by the County.
- v. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all Non-Emergency Requests. Provider shall ensure all signatures on a PCS form are legible, identifiable, and signed by authorized individual (i.e. only a discharge planner and not a social worker are permitted to sign per CMS regulation).
- vi. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all repetitive Patient Transports as determined by CMS. Provider shall ensure a medical doctor signs the PCS form for all repetitive patients and that the signature is legible, identifiable, and signed by authorized individual.
- vii. Personnel shall obtain pre-authorization, as required, for Non-Emergency Requests.
- viii. Personnel shall obtain all required signatures to ensure Patient Care Report is completed for Transports following the County's then current requirements and ensure refusal and witness signatures are obtained for Non-Transports.



**SECTION 422. EMS CENTRAL SUPPLY OVERSIGHT**

The Provider shall establish and maintain adequate inventory control policies and procedures.

**SECTION 423. EMS LICENSE COSTS**

The Provider shall be responsible for the costs of the Wisconsin EMS license issued to the provider issued by the Department of Health Services.

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INSURANCE AND INDEMNIFICATION**

**SECTION 601. INSURANCE REQUIREMENTS**

Provider shall maintain at all times during the term of this Agreement insurance in accordance with **Appendix C** by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best Financial Strength Rating of B-. If no AM Best rating is available, the insurance company may have a rating from another rating agency that is reasonably equivalent to or better than an AM Best Financial Strength Rating of B- (Fair/Adequate ability to meet obligations). Provider shall supply a Certificate of Insurance (COI) to the County within 30 days after execution of this Agreement.

**SECTION 602. HOLD HARMLESS & INDEMNIFICATION**

Provider agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the County from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of Provider, its employees, officers, agents and representatives in the performance of this Agreement.

County agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the Provider from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of County, its employees, officers, agents and representatives in the performance of this Agreement.

**ARTICLE VII  
COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION**

Each month, the County shall pay to Provider for the provision of Base Services an amount equal to the Base Amount as set forth in **Appendix A**. In addition, the County shall pay approved reimbursement costs for Disaster Services and EMS Emergencies as outlined in section



703. From the total of the Base Amount and the Reimbursement Amount for Disaster Services and EMS Emergencies. The resulting figure shall be Provider's Compensation hereunder.

Payment of the Compensation shall be made after receipt and acceptance by the County of an invoice for services rendered during the preceding calendar month. Such invoices shall itemize the Base Amount, the Disaster Services and EMS Emergencies reimbursement amount.

**SECTION 702. ADDITIONAL SERVICES**

For Additional Services rendered by the Provider, the following conditions shall be met:

- (a) **Contracted Dedicated Standby.** Provider may provide Dedicated Standby for which they contract directly with a third party, at no cost to the County, provided such service does not materially interfere with the Provider fulfillment of their obligations under this Agreement. Provider shall collect for such services without utilizing the County's billing procedure. Provider shall report all fees collected to the County as an offset of expenses outlined in Appendix A. Provider shall charge fees in an effort to cover any expenses for providing the contracted standby services.

**SECTION 703. REIMBURSEMENT FOR DISASTER ASSISTANCE AND EMS EMERGENCY**

At the conclusion of Disaster assistance or EMS Emergency, as described in Section 411(a) and (b) hereof, Provider shall determine their additional costs incurred in the course of rendering such Disaster or EMS Emergency assistance, and shall present such cost statement to the County for review, acceptance, and reimbursement. The cost statement associated with rendering aid under Disaster or EMS Emergency conditions shall be based solely upon the additional costs incurred by Provider in the course of rendering such assistance, and shall not include costs of maintaining production capacity that would have been borne by Provider to meet normal service requirements if the Disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of additional costs shall be made relative to Provider performance during Disaster or EMS Emergency conditions.

During periods of Disaster or EMS Emergency, and in accordance with a plan proposed by Provider, approved by the County, and coordinated with the County's Emergency Operations Plan or Emergency Response Plan, the County and Provider shall supply, and continuously re-supply as necessary, oxygen and medical supplies to designated disaster sites, treatment areas or public shelters which are designated by the County. Provider shall position one Ambulance at each of the public shelters designated by the County as a "special needs" shelter. The County shall supply shelter medical supply carts and oxygen tank racks to support the Provider's distribution of medical supplies and oxygen cylinders to disaster sites, treatment areas or public shelters. Provider shall operate Disaster and Specialty Response Units, including medical ambulance buses, to assist First Responders and affect the orderly evacuation and sheltering of citizens. Provider shall transport special needs or bed bound Patients by Ambulance per the procedures established in the CEMP. Provider will assist the County in managing the inventory and performing stock rotation of medical supplies of County's Disaster and Specialty Response Units disaster response vehicles.



**SECTION 704. AUDITS AND INSPECTIONS**

During the term of this Agreement, the County may perform or arrange to have performed, an audit of the Provider's policies, procedures, and records that relate to the performance of the Provider under this Agreement to ensure compliance with this Agreement upon at least 10 business days' notice. Notwithstanding the foregoing, the parties agree that County may perform or arrange to have performed, an audit at any time, in the event of (i) audits required by another governmental or regulatory authority, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) the County reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to County operations.

Provider shall retain all records pertaining to this Agreement for a period of at least seven (7) years after final payment is made.

The County's representatives may at any time, with reasonable notification, directly observe Provider's operation by riding as "third person" on any of Provider's Ambulances at any time, provided, however, that the County's representatives shall conduct themselves in a professional and courteous manner, shall have completed all training required by law to ride aboard an Ambulance as an observer, shall not interfere in any way with Personnel in the performance of their duties, shall at all times be respectful of Provider's employer/employee relationships, and shall comply with any other necessary and reasonable requirement by the Provider.

The Provider is liable for any amount of an audit adjustment or disallowance plus penalties attributed to the County by the federal government or the Department as required by any agreements or certifications to bill for Provider services in accordance with section DHS 106.09, Wis. Admin. Code.

**SECTION 705. FISCAL NON-FUNDING**

Notwithstanding any other provision of this Agreement to the contrary, in the event that the County loses its levy limit exemption for a Countywide Emergency Medical System under 66.0602(3)(e)6 of the Wisconsin Statutes, and sufficient budgeted funds are not available for a new fiscal year, the County shall notify Provider in writing within five (5) days of the determination of such occurrence, and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the County.

**SECTION 707. NOT TO EXCEED CAP**

Any and all compensation or reimbursement of any kind to the Provider provided for in this Article VII or elsewhere in this Agreement, in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County Board of Supervisors' budgetary process for services or reimbursement to the Provider provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County Board of Supervisors to utilize the emergency powers of chapter 323 of the Wisconsin Statutes to authorize a budget amendment



modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the parties that the County may not compel the Provider to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

## **ARTICLE VIII EVENTS OF DEFAULT**

### **SECTION 801. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default on the part of Provider:

- (a) The failure or refusal by any Provider to substantially fulfill any of their obligations in accordance with this Agreement, when such failures do not create a public health or safety emergency. However, no such failure or refusal shall constitute an Event of Default unless and until:
- i. The County has given prior written notice to Provider specifying that a default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Provider;
  - ii. The Provider either has not corrected such default, or has not initiated reasonable steps, as determined by the County, to correct the same within thirty (30) days from the date of such notice and thereafter does not continue to take reasonable steps, as determined by the County, to correct such default.
- (b) Persistent and repeated failures or refusals by a Provider to substantially fulfill any of their obligations in accordance with this Agreement, or failure or refusal by a Provider to substantially fulfill any of their obligations in accordance with this Agreement that constitute a public or safety health emergency, shall, notwithstanding the notice and cure provisions pursuant to subparagraph a above, constitute an immediate Event of Default.
- (c) The final adjudication of a Provider as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Provider or until the order of adjudication is no longer able to be appealed.
- (d) In the event of a strike, work stoppage, slow down, or any other labor disruption, which causes failure of a Provider to substantially fulfill any of their obligations in accordance with this Agreement, the County, in its sole discretion, may immediately terminate this agreement without penalty to the County. Such disruption on the part of the Provider's workforce shall constitute a default on the part of the Provider.

### **SECTION 802. EFFECT OF EVENT RESULTING IN TERMINATION**

Failure of a Provider to substantially fulfill any of its obligations in accordance with this Agreement, considered an Event of Default, shall be considered a material breach of the Agreement and shall be cause for the County, at its sole discretion, to immediately terminate this Agreement without penalty to the County as to that Provider.

- (a) In the event of termination, other than for fiscal non-funding pursuant to Section 712, Provider agree to continue operations until either (i) the expiration of ninety (90) days, or (ii) the date on which a new party is substituted for Provider as hereinafter provided, whichever occurs



first. During such period, the County shall continue to be obligated to make payments to Provider in accordance with Article VII hereof, and Provider shall continue all operations and support services in accordance with the terms of this Agreement.

(b) If this Agreement is terminated pursuant to this Article VIII, or expires pursuant to Article IX, Provider shall cooperate with the County or any other party providing ambulance transport service by providing reasonably necessary assistance to ensure uninterrupted Ambulance Services during the transition from the Provider to a new service provider at no additional cost to the County.

## **ARTICLE IX TERM**

### **SECTION 901. TERM**

The initial term of this Agreement shall be for 48 months, commencing January 1, 2020 and terminating at midnight, December 31, 2023.

Should the County and the Provider fail to mutually approve a successor agreement by December 31, 2022, the County shall have the right to pursue other providers to provide EMS services within the County.

Should the County and the Provider fail to mutually approve a successor agreement, and the County does not pursue an alternative provider, this Agreement shall automatically continue until December 31<sup>st</sup> of the following year while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.

### **SECTION 902. AMENDMENTS**

Other provisions of this Agreement notwithstanding, nothing herein should be construed to prevent the County and the Provider from discussing and potentially agreeing upon any mid-Agreement amendments or ancillary agreements related to this Agreement. A possible reason for mid-Agreement amendment or ancillary agreement related to this agreement includes, but is not limited to, the state of Wisconsin requiring a transition to a two-paramedic system at any point during the life of this agreement. Also, should the enactment of any federal or state law or regulation impact the health insurance of a provider during the life of this agreement, the county agrees to meet and negotiate the impact and effect of these changes to ensure that any unanticipated healthcare costs arising from such an enactment do not place financial burden on the provider. This does not include non-mandated changes such as electing to change health insurance plans during the life of this agreement. Any costs associated with a mid-agreement amendment or ancillary agreement related to this agreement will be accounted for in the next county budget cycle and/or during the interim period leading up to county budget adoption so that neither providers or the county are put at a fiscal disadvantage for reasons outside of their control. Any such discussions in and of themselves shall in no way abrogate the provisions of



this Agreement or any portion herein. Should any discussions fail to reach an agreement, the existing provisions of this Agreement shall continue unabated.

**ARTICLE X  
MISCELLANEOUS**

**SECTION 1001.     ASSIGNMENT AND SUBCONTRACTING**

Provider shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this Section 1001 shall, at the option of the County, terminate the Agreement and shall not convey any rights to the assignee.

Provider are fully responsible for completion of the Services required by this Agreement. Provider shall not subcontract any work under this Agreement, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**SECTION 1002.     PROVIDER OPERATIONS**

Other provisions of this Agreement notwithstanding, the County recognizes that it does not exercise control over the daily operation of the Provider regarding individual manpower assignments, terms, benefits, or conditions of employment established by a collective bargaining agreement, or duties and obligations of any Stevens Point city board or commission, nor is the County bound by them.

**SECTION 1003.     NOTICES**

Unless otherwise specified, all notices, consents, and agreements required or permitted by this Agreement shall be in writing, and shall be addressed as follows:

To Portage County:	Portage County Sheriff's Office Attn: EMS Coordinator 1500 Strongs Avenue Stevens Point, Wisconsin 54481-3542
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To the City of Stevens Point:	Stevens Point Fire Department Attn: Fire Chief 1701 Franklin St. Stevens Point, Wisconsin 54467-2736
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**SECTION 1004.     ENTIRE AND COMPLETE AGREEMENT**

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.



**SECTION 1005. OTHER DOCUMENTS**

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 1006. APPLICABLE LAW**

The laws of the State of Wisconsin shall govern the validity, interpretation, construction, and performance of this Agreement.

**SECTION 1007. OPEN RECORDS LAW**

Pursuant to Wisconsin's Open Records Law, sections 19.21, *et. seq.*, Wis. Stats., Provider shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- ii. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in section 19.35, Wis. Stats., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**SECTION 1008. WAIVER**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by another Party and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 1009. SEVERABILITY**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**SECTION 1010. INDEPENDENT CONTRACTORS**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of



independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

**SECTION 1011. HEADINGS**

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 1012. CONTRACT DISPUTE RESOLUTION**

Provider and the County will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be resolved between the parties through negotiation may then be resolved through commencement of a legal action in the Circuit Court for Portage County, Wisconsin. Each Party consents to jurisdiction over it by such a court.

**SECTION 1013. COUNTERPARTS**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 1014. SURVIVAL**

The following provisions shall survive the expiration or termination of the Term of this Agreement: Article VI and Sections, , 801, 802, 1006 and 1007 (and others which by their nature would survive).

**SECTION 1015. CONFLICT OF INTEREST**

(a) The Provider represents that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Provider during the agreement term and any extensions; and during the term of this Agreement.

(b) The Provider shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Provider are in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Provider. The County agrees to notify the Provider of its opinion within ten (10) calendar days of receipt of notification by the Provider, which shall be binding on the Provider.

**SECTION 1016. NO THIRD PARTY BENEFICIARY**

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**SIGNATURE PAGES IMMEDIATELY FOLLOW**

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized offices, have caused this Agreement to be executed on this 30th day of August, 2019.

**FOR PORTAGE COUNTY:**

By:  8/30/19  
Chris Holman, County Executive Date

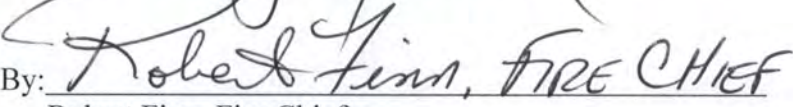
By:  8/30/19  
Mike Lukas, Sheriff Date

By:  8/30/19  
Alan Haga, Chair, Portage County Board of Supervisors Date

**FOR THE CITY OF STEVENS POINT:**

By:  8/30/19  
Mike Wiza, Mayor Date

By:  8/30/19  
Gary Wescott, President of Police and Fire Commission Date

By:  8-28-19  
Robert Finn, Fire Chief Date



**APPENDIX A**  
Compensation Schedule

The compensation provided to the provider in this section shall be used for expenses for staffing and associated expenses, to include wages, fringes, benefits, medical malpractice, uniforms, and training less any revenues received. The share of utilities specific to EMS is also covered as part of the compensation. The County shall provide all the operational expenses as outlined in section 406.

Cost overruns to each annual budget of \$1,000 or greater will be paid by the County at the rate of 70%, with the Provider paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit. Excess funds will be returned to Portage County to be placed in the EMS fund for the sole purpose of system improvement. The County shall receive expense reports by the last day of the previous month. The Provider shall inform the County if they anticipate an overrun prior to the overrun occurring.

Stevens Point

2020:	\$2,078,336
2021:	\$2,130,294
2022:	\$2,183,551
2023:	\$2,238,140

Payments shall be made to the Provider in accordance with Article VII of this Agreement.

**APPENDIX B**  
Coverage Areas

**Emergency Service Number (ESN) Areas.** Portage County has established ESNs in conjunction with their 9-1-1 service provider and Portage County Planning and Zoning Department. Each ESN represents an area of Portage County where emergency service Provider (including Ambulances) are specified for dispatch to employees of the Communications Center. Portage County Ambulance coverage areas are based on ESNs, and a Provider is assigned a series of ESNs for their primary response area as indicated in **Section 403**.

Portage County is solely responsible for the establishment and maintenance of ESNs. Any change in ESNs affecting Ambulance primary response areas shall be implemented upon mutual agreement of Portage County and the Ambulance Service Provider assuming additional territory after such change. No change to ESNs which reassigns primary response area shall be made without the written agreement of the municipality within which such ESNs exist. Ambulance Service Provider experiencing a reduction in primary response area responsibilities shall not suffer a reduction in compensation for the duration of this Agreement until such time as it is modified or renewed.

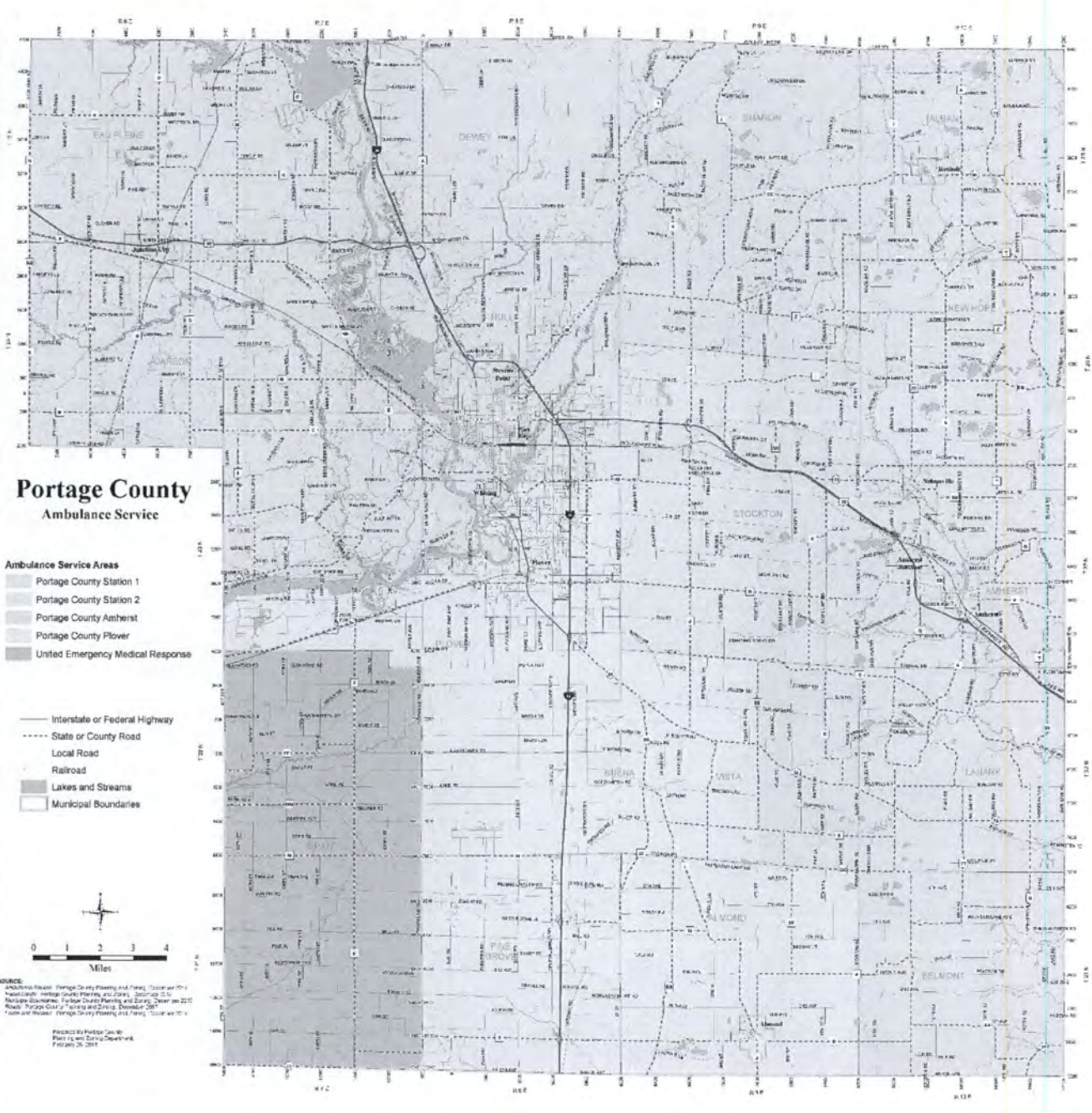
<u>Provider</u>	<u>Primary Service Area ESNs</u>
Stevens Point	172, 174, 175, 176, 177, 178, 179, 189, 190, 191, 192, 193, 194, 211, 214, 215, 216, 217, 218, 219, 220, 221, 223, and 224
Plover	171, 196, 197, 198, 199, 207, 208, 209, 212, and 222
Amherst	173, 180, 181, 182, 183, 184, 185, 186, 187, 200, 201, 202, 203, 204, and 206
United Ambulance	195, 210, and 213

The reference to other Providers' Primary Service Areas in this Agreement is for ease of reference and does not constitute a part of this Agreement.



## Annex B (Continued) Coverage Area Map

This map is included to assist in visualizing the ESNs listed above, and for ease of reference. It does not constitute a part of this Agreement.



## APPENDIX C Insurance Requirements

### Commercial General Liability

- \$1,000,000 per occurrence
- \$1,000,000 Products liability and completed operations
- \$2,000,000 General Aggregate
- \$1,000,000 Personal and advertising injury

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

### Medical Malpractice Insurance

- Maintain medical malpractice insurance as required by Wisconsin Statutes, but shall be for a minimum amount of \$2,000,000

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

### Workers Compensation

- Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. A program of self-insurance in which the Provider assumes responsibility for its own worker's compensation risk and payment shall also satisfy this requirement.



**APPENDIX D**  
Fleet Specifications

1. Ambulance Specifications. County shall provide ambulances that meet requirements specified by law or administrative rule as to specifications, medical equipment, supplies, and sanitation as specified under section 341.085 of the Wisconsin Statutes, and chapter Trans 309 of the Wisconsin Administrative Code.

2. Any Ambulance that fails to maintain the standards listed above, or should any Ambulance be found to no longer be in compliance with those standards, shall immediately be taken Out-of-service and repaired or the deficiency otherwise corrected as soon as practical. The staffing standards found in **Appendix E** shall be maintained. No ambulance shall be operated in a deficient condition.

3. Trade Name. Ambulances shall prominently display the Portage County trade name on each Ambulance as specified below. Lettering shall be no less than six inches in height, in contrasting colors with the vehicle background. Drawings or other renderings of such Ambulance lettering shall be approved by the County prior to that Ambulance being put into service. Trade name lettering shall be maintained in a professional fashion. Portage County may modify these requirements to conform to particular and individual circumstances at their own discretion.

a. "PORTAGE COUNTY" shall be displayed on each side (left and right) of the Ambulance in the upper 1/3 of the height of the vehicle.

b. "PORTAGE COUNTY" or "PORTAGE CO. EMS" shall be displayed on the front and rear of the Ambulance in the upper 1/3 height of the vehicle.

**APPENDIX E**  
Operational Capacity Requirements

Assets Required

Turnout Time

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| a. Two (2) Primary ALS Ambulances   | 180 Seconds/Reasonable Time Frame |
| b. Two (2) Secondary ALS Ambulances | Reasonable Time Frame             |

1. All ALS Ambulances provided, staffed, and operated under this Agreement shall provide Paramedic level services.
2. Provider's' Turnout Time to Emergency Requests and Downgraded Emergency Requests shall be within the limits specified above, eighty-eight (88.00%) percent of the time or greater, as provided for in **section 405**. Provider and County will mutually agree upon method for documenting turn out time.
3. Emergency Requests include Downgraded Emergency Requests.
4. The Provider shall provide full-time dedicated staffing for the primary Ambulances.
5. Turnout Time standards for secondary ambulances are in specific recognition that the Provider may need to provide staffing from other on-duty assets and reassign them to an Out-of-service Ambulance in order to staff that Ambulance.
6. Except as specified herein, the Provider may provide additional ambulances and other EMS vehicles at their own expense. Such vehicles may include Reserve Ambulances, staff vehicles, EMS personnel staffing fire apparatus, and other response vehicles. These vehicles shall not be governed by or included in these Turnout Time standards.
7. All non-transports shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

**APPENDIX F**  
On Scene Supplies Exchange

This list is intended to cover the usual, customary, and medically necessary items used by Emergency Medical Responders as approved by the EMS Coordinator and Medical Director, and is not intended to be all-encompassing.

Albuterol  
Alcohol Pads  
Aspirin  
BVM – Adult or Pediatric  
Chest Seal  
Cling  
Coban  
Cold Packs  
CPAP  
Defibrillator Pads  
Epinephrine Kit  
Emergency Blanket  
Emesis Bag  
Gloves and Other PPE  
Glucagon  
Hand Sanitizer  
Hot Packs  
IM Syringe – 1cc  
Ipratropium Bromide (Atrovent)  
Lancets  
Narcan with Atomizer  
Nasal Cannula – Adult or Pediatric  
Nasopharyngeal Airway  
Needle – 22g Straight  
Nebulizer Mask – Adult or Pediatric  
Non-Rebreather Mask – Adult or Pediatric  
OB Kit  
Oral Glucose  
Oropharyngeal Airways  
Procedure Masks  
Saline or Sterile Water Bottle  
SAM Splint  
Supraglottic Airway  
Tape  
Tourniquet  
Trauma Dressings and Bandages  
V-Vac Replacement Cartridge



## APPENDIX G

### Radio Programming

Provider shall ensure that their mobile and portable radios are properly programmed with the following radio frequencies, at a minimum. Provider may program them in any order or configuration that they find convenient and efficient.

#### Portage County Radio Channels

1. Portage County Paging
2. Portage County Public Safety 1
3. Portage County Public Safety 2

#### Wisconsin Mutual Aid Channels

1. Mutual Aid Regional Channel 1 (MARC 1)
2. Mutual Aid Regional Channel 2 (MARC 2)
3. Mutual Aid Regional Channel 3 (MARC 3)
4. Mutual Aid Regional Channel 4 (MARC 4)
5. Interagency Fire Emergency Radio Network (IFERN)
6. Interagency Fire Emergency Radio Network 2 (IFERN 2)
7. State EMS Advanced (EMS A)
8. State EMS Basic (EMS B)
9. State EMS Coordination (EMS C)
10. Fireground Red
11. Fireground White
12. Fireground Blue
13. Fireground Gold
14. Fireground Black
15. Fireground Grey
16. VHF Calling (VCALL10)
17. VHF Tactical 11 (VTAC 11)
18. VHF Tactical 12 (VTAC 12)
19. VHF Tactical 13 (VTAC 13)
20. VHF Tactical 14 (VTAC 14)

Specifications for Portage County radio channels can be found in the Portage County Public Safety Communications Plan.

Specifications for the State of Wisconsin radio channels can be found in the State Plan for Mutual Aid Communications Frequencies.

Usage and assignment of radio channels shall be governed by the appropriate and current communications Rules and Regulations.



## **Appendix H**

### Adverse Medical Events

Adverse medical events include:

1. Any event, not primarily related to the natural course of the patient's illness or underlying condition, that affects a Patient and results in the Patient's death, permanent harm, or severe temporary harm, including, but not limited to:
  - a. Any deviation from the EMS Protocols.
  - b. Medication or procedural errors.
  - c. Vehicular collisions involving a Provider's Ambulance.
  - d. Provider equipment malfunctions.
2. Any action taken by EMS Personnel which is subject to enforcement actions as listed in section DHS 110.54 of the Wisconsin Administrative Code, chapter 256 of the Wisconsin Statutes, or other related law, administrative rule, or local ordinance.
3. Any event that results in patient death or harm, implicates the EMS System, and is likely to become a news story or otherwise gain negative public attention.
4. Any event that the Provider believes should be reported for safety or other professional reasons.

It is agreed by all Parties that this list may be updated from time to time upon the mutual agreement of the ALS Providers, Medical Director, and the County.

**AMBULANCE SERVICE PROVIDER AGREEMENT  
BETWEEN THE COUNTY OF PORTAGE  
AND THE AMHERST FIRE DISTRICT**

---

THIS AGREEMENT is entered into effective as of January 1, 2020, between Portage County, a Wisconsin quasi-municipal corporation (the “**County**”), and the Amherst Fire District (“**Amherst**”), who is referred to as the “**Provider**”, or which along with one or more County designated Provider, collectively as “**Providers**”). See section 901 for term of contract.

WHEREAS, the County has established an emergency medical services program under the authority of section 256.12 of the Wisconsin Statutes, coordinates the overall EMS System, and has elected to utilize the Provider pursuant to this intergovernmental agreement under authority of section 66.0301 of the Wisconsin Statutes., and may consider additional providers as needed; and

WHEREAS, a primary objective is transparency and accountability for the system to all citizens of Portage County, in accordance with Chapter 256 of Wisconsin Statutes and Administrative Code provisions adopted thereunder, with the agreed-upon goals of improving the EMS System which the parties believe will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein; and

WHEREAS, all parties agree on the need for continuous improvement of the Emergency Medical Services System throughout the County with the goals of proper staffing, better integration, improved service delivery, and a professional dispatch service, with the long term goal of continuously improving performance and system flexibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

**ARTICLE I  
THE AGREEMENT**

**SECTION 101.     PURPOSE**

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Service in Portage County.



**SECTION 102.        COOPERATION**

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

**SECTION 103.        CONTRACT DOCUMENTS**

The following Appendices are attached to and made part of this Agreement:

<b>Appendix A</b>	Compensation Schedule
<b>Appendix B</b>	Coverage Areas
<b>Appendix C</b>	Insurance Requirements
<b>Appendix D</b>	Fleet Specifications
<b>Appendix E</b>	Operational Capacity Requirements
<b>Appendix F</b>	On-Scene Supplies Exchange
<b>Appendix G</b>	Radio Programming
<b>Appendix H</b>	Adverse Medical Events

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the provision of Ambulance Services, shall supersede any prior proposal, agreement, contract, or memorandum of understanding between the Parties regarding such services, and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of a conflict between or among this Agreement and any of the Appendices, this Agreement shall govern over the provisions of the Appendix or Appendices; or, in the event of a conflict between or among Appendices, the Appendix listed first above shall govern over those below it.

**ARTICLE II  
DEFINITIONS**

**SECTION 201.        WORDS AND TERMS**

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**Additional Services**” means those services described in Section 412 hereof.

“**Additional Services Amount**” means the amount owing to Provider pursuant to Section 702 hereof.

“**Advanced Life Support**” or “**ALS**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code, or successor regulation.

“**Affiliate**” means any parent municipality, corporation, joint venture, subsidiary, or other legal entity with direct or indirect control of the Provider.

“**Ambulance**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, meeting the requirements of **Appendix D** and operated by Provider which is equipped to provide Advanced Life Support services.

“**Ambulance Service**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes for emergency and non-emergency Transport services offered by the County and provided by



Provider, including management, supervision, Additional Services, and other ambulance related services offered by the County, and provided by the Provider, pursuant to this Agreement. For the purposes of Ambulance vehicles, Paramedic is the minimum level of capability.

“**Automated Aids**” means the computer hardware, software, and networking provided and maintained by the Provider to aid in the automated tracking and assignment of Ambulances, providing information related to a Dispatch, mapping, routing, monitoring performance, and Ambulance status, scheduling of personnel, and any other management systems utilized by the Provider, including but not limited to global positioning satellite equipment and mobile communications computers/terminals purchased, installed, and maintained by the Provider in any Ambulances.

“**Backup Agreement**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, regarding all Providers within the Portage County EMS System.

“**Base Amount**” means the amount, set forth in **Appendix A**, paid monthly to Provider by the County for the provision of Base Services.

“**Base Services**” means all Emergency and Downgraded Emergency Responses, including all related support and ancillary services required hereunder, but excluding Additional Services.

“**CAD**” means computer aided dispatch computer hardware and software utilized by the County.

“**Caller**” means a person accessing the response system by telephone or another similar fashion.

“**Communications Center**” means the combined PSAP and Dispatch facility operated by the Portage County Sheriff’s Office.

“**Continuing Medical Education**” or “**CME**” means the continuing medical education program provided for County Certified Personnel to maintain County Certification.

“**County**” means Portage County, Wisconsin.

“**Dedicated Standby**” has the same meaning as “dedicated services” in section DHS 110.04(18) of the Wisconsin Administrative Code, such Ambulance being exempt from the then-current System Status Plan.

“**Department**” means the Wisconsin Department of Health Services, its divisions or other state agencies, having jurisdiction over EMS or Ambulance Services.

“**DHS**” means the Department of Health Services as used in the Wisconsin Administrative Code.

“**Disaster**” has the same meaning as utilized in chapter 323 of the Wisconsin Statutes, as declared by Federal, State, or County government.

“**Disaster and Specialty Response Units**” means transport capable medical ambulance buses, medical supply delivery trucks, equipment and supply trailers, rehabilitation units, spare ambulances, tow vehicles, all-terrain vehicles, or any emergency vehicles provided and maintained by the County for the purposes of evacuation, transport, protection, or care of the sick, disabled, and injured.

“**Dispatch**” or “**Dispatched**” means the act by the Communications Center of notifying a Provider of a Request by either triggering an audible alarm at a properly equipped radio receiver, a visual annunciation at a properly equipped fixed facility, or both. The customary audible alarm will be accomplished through the activation of specific tones transmitted on a designated County radio frequency followed by a voice transmission, but may be supplemented by the transmission of related data.

“**Downgrade**” or “**Downgraded**” means the discontinuance of the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.



**“Downgraded Emergency Request”** means an Emergency Request which, either (1) during a Response, or (2) during the period of time from when a Request is received to when Provider arrive on the scene, is Downgraded by a First Responder or dispatch personnel in compliance with the established EMS Protocols.

**“Emergency”** or **“Emergency Response”** means the immediate response to a request which may include the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

**“Emergency Medical Service”** or **“EMS”** has the same meaning as in chapter DHS 110 of the Wisconsin Administrative Code.

**“Emergency Medical Services Dispatcher”** or **“EMS Dispatcher”** means any person who is employed at the Communications Center to Dispatch Providers and provide Pre-Arrival Instructions.

**“Emergency Medical Technician”** or **“EMT”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Emergency Medical Responder”** or **“EMR”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Emergency Request”** means a request for emergency services received directly at the PSAP, or a request for emergency services transferred from another source to the Communications Center.

**“Emergency Transport”** means a Transport resulting from (1) a Response to an Emergency Request, or (2) a Response to a Non-Emergency Request that results in a need for emergency services and emergency warning lights and sirens during transport.

**“EMS Communications”** means any portion of the Communications Center, used for Ambulance Dispatch and communications. The County may elect to relocate the EMS Communications function to a different physical location if it so chooses.

**“EMS Coordinator”** means an employee of the County who collaborates with the County’s Medical Director and service providers to provide administrative support, coordination, technical assistance, and outreach to the service providers and pre-hospital EMS providers of Portage County to help ensure quality patient care and service.

**“EMS Emergency”** means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in an unexpected increased demand for Ambulance Services, and is designated as such by the EMS Coordinator or the County.

**“EMS Personnel”** means the EMRs, EMTs, Paramedics, critical care nurses, or other medical professionals trained and licensed/certified to provide EMS Patient care.

**“EMS Protocols”** means the patient care protocols as outlined in chapter DHS 110 of the Wisconsin Administrative Code, prepared for the EMS System and approved by the Medical Director, as the same may be amended from time to time. Provider may work with the Medical Director to update EMS Protocols as needed to continually improve overall EMS System performance. EMS Protocols shall at minimum comply with and reflect DHS standards, but may go beyond such standards if Provider and Medical Director approve additional protocols.

**“EMS System”** means the network of organizations and individuals established to provide Emergency Medical Services to citizens of the County and may include but is not limited to: citizen CPR training and public education, EMS Communications, EMS Personnel, Emergency Medical Responders, First Responders, Ambulance Services, materials, fleet management, and medical quality control.



**“First Responder”** means the same meaning as “emergency medical personnel” as defined in section 941.37 of the Wisconsin Statutes.

**“Fiscal Year”** means the year commencing on January 1 of any given year and ending on December 31.

**“Health Care Facility”** means any hospital or facility as defined in section 150.84 of the Wisconsin Statutes.

**“Hospital Bed Delay”** means the continuation of Patient care at a hospital which exceeds twenty (20) minutes after Transport from the scene of an Emergency Request or a Downgraded Emergency Request. The time interval shall be calculated from arrival at the hospital until the time the hospital assumes responsibility for the Patient by receiving verbal report and placing the Patient on a hospital stretcher, in a wheelchair, or in the emergency department waiting room. A Hospital Bed Delay does not include Non-Emergency Requests, Non-Emergency Transports, direct admissions, or crew delays for clean-up, documentation, or other tasks.

**“Incident Command System”** means the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy following the then current National Incident Management System.

**“In-service”** or **“In-service Ambulance”** has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

**“Just Culture”** means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care services; supporting a professional environment and culture that encourages and supports Personnel; understanding human errors occur and how accountability is assured through consoling, coaching, counseling, remedial training, or corrective action.

**“MABAS”** has the same meaning as “Mutual Aid Box Alarm System” found in chapter 323 of the Wisconsin statutes.

**“Medical Direction”** means medical supervision of the EMS System provided by the Medical Director through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Mutual Aid”** has the same meaning as utilized in section 256.15 of the Wisconsin Statutes.

**“Non-Emergency Request”** means a request not meeting the definition of Emergency Request.

**“Non-Emergency Transport”** means a Transport, not meeting the definition of Emergency Transport.

**“Non-Transport”** means a response by Ambulance to a Request which does not result in a Transport and which is not eligible for compensation hereunder at the time this agreement is entered into.

**“Operational Plan”** has the same meaning as utilized in chapter DHS 110, Wisconsin Administrative Code.

**“Out-of-service”** or **“Out-of-service Ambulance”** means an ambulance that fails to meet the requirements of an In-service Ambulance.

**“Paramedic”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Party”** or **“Parties”** means either the County or Provider, or both, as the context of the usage of such term may require.

**“Patient”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.



**“Patient Care Report”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Performance Requirements”** means the requirements of this Agreement intended to ensure that (1) Turnout Times meet the requirements provided herein; (2) Ambulances be designed and equipped as provided herein; (3) clinical performance be consistent with approved medical standards and protocols; (4) the conduct and appearance of all Provider’s Personnel be professional and courteous at all times.

**“Personnel”** means all employees including, but not limited to, Emergency Medical Technicians, fleet mechanics, materials management assistants, managers, Paramedics, Registered Nurses, supervisors, and Senior Management employed by Provider.

**“Pre-Arrival Instructions”** means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch’s Medical Priority Dispatch Protocol version 12, or any successor method approved by the County and the Medical Director, which instructions are given by an EMS Dispatcher, at the Communications Center to a Caller prior to arrival of a First Responder, EMR, or Ambulance.

**“Primary Service Area”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Priority Dispatch Protocols”** means the protocols described in Section 402 hereof; or any future variation determined by the County.

**“Public Safety Answering Point”** or **“PSAP”** has the same meaning as utilized in section 256.35 of the Wisconsin Statutes, operated by Portage County.

**“Quality Management Principles”** means the criteria and guidelines for organizational performance excellence as mutually approved in writing by the County’s EMS Coordinator and the Provider.

**“Registered Nurse”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

**“Request”** means either an Emergency Request or a Non-Emergency Request.

**“Reserve Ambulance”** has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

**“Response”** means the act of responding to a Request, which act begins with the dispatching of an Ambulance and, (1) in the case of a Request which does not result in a Transport, ends with cancellation of the Ambulance responding to the Request; or (2) in the case of Request resulting in a Transport, ends with the arrival of the Ambulance at the scene for Patient Transport.

**“Response Time”** means (1) in the case of an Emergency Request, the actual time elapsed from the moment a Provider is Dispatched, to the moment Provider’s first transport capable Ambulance arrives at the scene; or (2) in the case of Non-Emergency Requests, the time elapsed from the requested pickup time to the time of arrival for Patient Transport.

**“Special Events”** has the same meaning as found in chapter DHS 110 of the Wisconsin Administrative Code.

**“State”** means the State of Wisconsin.

**“State of Emergency”** has the same meaning as a Disaster, as well as that provided for in chapter 323 of the Wisconsin Statutes, declared by proclamation of the Federal, State, or County government.

**“System Status Plan”** means a management system for deploying and redeploying Ambulances.

**“Trans”** means the Department of Transportation as used in the Wisconsin Administrative Code.



“**Transport**” means all Emergency and Non-Emergency transportation in Ambulances by Provider of Patients.

“**Turnout Time**” means the time interval that begins when the Communications Center Dispatch notification process begins by either an audible alarm or visual annunciation or both, and ends at the beginning point of travel time. Method of recording times will be agreed upon by provider and County.

“**Uncontrollable Circumstance**” means any act, event, or condition, other than a labor strike, work stoppage, or slowdown, which has or may reasonably be expected to have a direct material adverse effect on the rights or obligations of a Party hereunder if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include an act of God and/or a State of Emergency. Normal weather conditions in Portage County are not considered an Uncontrollable Circumstance, however, the parties acknowledge that extreme weather events can create circumstances that materially affect the deployment of ambulances.

“**WARDS**” means the web-based reporting system called the Wisconsin Ambulance Run Data System as provided by the Wisconsin Department of Health Services.

“**Wisconsin Administrative Code**” or “**Wis. Admin. Code**” means the current version of the Wisconsin Administrative Code at the time of the implementation of this agreement, and any successor versions enacted by the State.

“**Wisconsin Statutes**” or “**Wis. Stats.**” means the current version of state law at the time of the implementation of this agreement, and any successor versions enacted by the State. This also includes any enabling regulations established by law in the Wisconsin Administrative Code (e.g. chapter DHS 110, Wis. Admin. Code as authorized by chapter 256, Wis. Stats.), as well as any successor versions enacted by the State.

## **SECTION 202. TERMS GENERALLY**

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation,” except as the context may otherwise require. The words “agree,” “agreement,” “approval,” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed,” except as the context may otherwise require. The words “approved,” “designate,” or similar words shall be deemed to be preceded by the word “reasonably,” except as the context may otherwise require.

## **ARTICLE III REPRESENTATIONS**

### **SECTION 301. REPRESENTATIONS**

All Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm, or organization, or any law or governmental regulation.



**ARTICLE IV  
DUTIES AND RESPONSIBILITIES OF PARTIES**

**SECTION 401.     AMBULANCES**

**(a)     Obligation to Provide Ambulances.** County shall provide the Provider with one (1) Ambulances and related equipment meeting the specifications set forth in **Appendix D** attached hereto.

**Reserve Ambulance.** County shall maintain an additional stocked ambulance to be used by any of the Provider's within the County EMS System. The ambulance shall be stored at a facility of the County's choice. The ambulance shall be fully stocked aside from the following list of equipment that shall be transferred onboard the ambulance at time of need.

- Portable Radios
- Toughbooks
- IV Pumps
- Ventilators
- Video Laryngoscope
- AED

**(b)     Obligation to Provide Paramedic Ambulance Service**

Provider shall provide to the County services for 1 Primary ALS ambulance. ALS Ambulances provided, staffed, and operated under this Agreement shall provide Paramedic level services

**(c)     Maintenance of Ambulances.** Provider shall coordinate for delivering ambulances in need of maintenance and repair to and from the necessary repair shop or Portage County Highway Shop. Any repair and maintenance shall be arranged according to the County's protocol. Repair and maintenance of all Ambulances shall be at the County's expense. The County shall have the final decision on what repairs shall be performed. In the event of any accident or traffic collision with an ambulance, the Provider shall notify the County per the County's policies and have the ambulance delivered to a repair shop or Portage County Highway Shop for inspection and necessary repairs. All Ambulances must comply with Wisconsin Administrative Code Trans 309 as amended from time to time.

**(d)     Staffing of Ambulances.** All Ambulances shall have the required minimum staffing as established in chapter 256 of the Wisconsin Statutes to comply with the terms of their license issued by the Department.

**(e)     On-Board Equipment and Supplies.** All Ambulances shall at all times carry equipment, supplies, and medications sufficient to meet or exceed State requirements for ALS Ambulances, as well as that required by chapter Trans 309 of the Wisconsin Administrative Code. Such equipment, supplies, and medications shall be sufficient to provide Paramedic level Ambulance Services, and support EMRs as provided for in section 404. Equipment and supplies shall be procured, obtained, and paid for as set forth in section 406.

**(f)     Operational Capacities.** Provider shall be expected to field the specified number of Ambulances listed in **Appendix E**.

- i. These Ambulances shall be In-service on a 24 hours, 7 days per week, 365 days per year (366 during leap years) basis, 99.00% of the time, measured on both a monthly and annual basis.



- ii. No Ambulance required to be In-service may be taken Out-of-service for three hours or more in a single day except due to unforeseen mechanical failure, maintenance or due to a traffic collision involving the Ambulance.
  - iii. No activities, services, obligations, agreements, or operations outside of this Agreement conducted by a Provider shall materially detract from the capability to meet the requirements and obligations of the Provider as set forth in this Agreement.
- (g) **Intersystem Ambulance Transfer.** County reserves the right to make available to other providers as needed, at no cost, extra ambulances available in excess of what is required to perform Provider's obligations of this agreement, to other Providers within the County EMS system when the requesting Provider's ambulance is down for an extended period due to unforeseen maintenance, mechanical failures, or other uncontrollable situations.

#### **SECTION 402. COMMUNICATIONS CENTER OPERATIONS**

(a) **CAD System Automated Aids.** Provider shall furnish and maintain their own Automated Aids to support the performance management and oversight of Ambulance Services provided by the Provider. Dispatching hardware, software, and central equipment within the Communications Center shall be provided and maintained by the County. Provider shall be responsible for installing, maintaining and operating their own Automated Aids for managing and positioning of Ambulances and related purposes.

Provider may, at their expense, upgrade, their Automated Aids to ensure technically advanced, efficient, and responsive management of Ambulance Services.

Any Automated Aids shall be installed, managed, and operated by the Provider, and shall not be linked to the County networks or systems unless specifically authorized by the County in writing.

Given the rapid changes in technology, the County may choose to change software providers. In addition, if the Provider desires a connection or interface to the County's system the cost of the implementation, training, administration, and on-going support shall be borne by the Provider. All requests for changes should be presented through the appropriate channels identified by the County.

(b) **Interface with Communications Center.** Both Emergency and Non-Emergency Requests for service shall come directly into the Communications Center. After processing the call, the Communications Center will transfer the information onto the County's CAD system. Upon being provided the County's Dispatch information, the Provider's Personnel shall validate the accuracy of the address given to ensure accurate mapping of the incident on all Requests. Upon completion of the call the Communications Center will update the County's CAD system and the provider shall update data as provided for in section 402(e).

(c) **Priority Dispatch Protocols.** Provider shall comply with the Priority Dispatch Protocols. No Emergency Request or Non-Emergency Request shall be denied response by an Ambulance, and no Patient requesting Transport shall be refused a medically necessary Transport by an Ambulance. Depending upon the nature of the Request, the Priority Dispatch Protocols governing the EMS System's response to each type of service request may include no Response, a Downgraded Response, or an Emergency Response of either a First Responder, EMR, an Ambulance, or any combination thereof. Provider shall cooperate with the County in



developing fully integrated Priority Dispatch Protocols for the EMS System. For interfacility and hospice transport requests received directly by Provider, Provider and Communications Center staff shall coordinate to ensure that the transport is provided without compromising Priority Dispatch Protocols.

(d) **Pre-Arrival Instructions.** Provider shall implement and comply with the Pre-Arrival Instructions for all Requests.

(e) **Integrated Data System.** Database information regarding patient care shall be shared so as to facilitate accurate billing and allow County to carry out Continuous Quality Improvement functions, while maintaining patient confidentiality. Provider must grant County's Finance Director and Accounts Receivable Supervisor access to Provider's WARDS system data and electronic health records system. Parties acknowledge that the provisions of this section are a material term of the Agreement, and failure to comply can be considered a material breach of the agreement.

(f) **Communications Equipment.** County shall provide to Provider radio equipment as outlined in section 406 of this Agreement. Provider shall be responsible for the installation and cost of all communications equipment necessary for use within Provider's facilities. Provider shall be responsible for coordinating the installation of radio equipment in the Ambulances at the County's expense. All communications equipment shall be programmed in accordance with **Appendix G.**

(g) **Communications Center Procedures.** Provider shall assist the County in the development, improvement, and maintenance of internal procedures within the Communications Center to improve service delivery to the public, and all aspects of the EMS System. County acknowledges that Provider input and participation in procedure development is vital to ensure optimal EMS System performance. Changes to Communications Center procedures shall be reviewed and implemented via the appropriate channels identified by the County.

Provider shall participate in internal Communications Center quality assurance and improvement efforts, in cooperation with the Medical Director, for the purpose of enhancing the communications portion of the EMS System. The Communications Center will cooperate in Provider quality assurance and improvement programs to assist the Provider in enhancing their service delivery portion of the EMS System.

### **SECTION 403. COVERAGE AREAS**

Provider is subject to dispatch for Ambulance Services anywhere within the boundaries of Portage County, irrespective if that area is with the Provider's Primary Service Area or not. Such determination of assignments shall be made by the Communications Center.

Provider shall provide primary Ambulance Services within the area designated as that Provider's Primary Service Area in **Appendix B.** The Provider shall be the Provider primarily responsible for providing Ambulance Services within its primary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below.

Each Provider shall further provide secondary Emergency Ambulance Service within the areas that constitute the balance of the County not included in the Primary Service Area in **Appendix B.** The Provider shall be secondarily responsible for providing Ambulance Services within its secondary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below in the event the



primary Provider is unable to respond. The County shall be solely responsible for determining which Provider is Dispatched on a secondary basis, per communications center procedures.

The Provider agrees that this Agreement constitutes a de facto Backup Agreement with all other Providers in Portage County. Such Backup Agreement will be in force so long as this Agreement, and any successor agreement or extension, is also in force.

Provider shall perform Paramedic intercepts regardless of the Primary Service Area if Dispatched, so long as that Provider has been approved by the Medical Director to perform such a task.

**SECTION 404. ON-SCENE SUPPLY CONSUMABLE OR DISPOSABLE EXCHANGE PROGRAM**

When an Emergency Medical Responder in the course of treating or preparing a Patient for Transport employs supplies listed in **Appendix F**, as the same may be amended from time to time, Provider's Personnel shall exchange with that Emergency Medical Responder that same item of supplies from that Provider's on-board inventory on a one-for-one basis. If such supplies are not available, the Emergency Medical Responder group and Provider should make mutually agreeable arrangements to have the supplies delivered, or make pickup arrangements for the supplies. Provider shall be responsible for designing, implementing, and operating an inventory control record-keeping system capable of accurately tracking the quantities of supplies included in the on-scene supplies exchange program, as well as disposable supplies. Replacement of expired items or items lost from Emergency Medical Responder inventories shall not be Provider's responsibility.

**SECTION 405. TURNOUT TIMES AND RESPONSES**

(a) **Turnout Time Measurement.** Turnout Time criteria are set forth in **Appendix E** shall apply. Turnout Time compliance shall be measured and reported to the nearest 100th of 1 percent (.01%) and be determined on both a daily and calendar month basis.

(b) **Emergency Requests, Downgraded Emergency Requests, and Non-Transports.** Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall comply with **Appendix E**. Emergency Requests and Downgraded Emergency Requests resulting in Non-Transport shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

**SECTION 406. EQUIPMENT, FUEL, AND SUPPLIES**

(a) **Capital Expenses.** The County shall provide to the Provider capital equipment as listed below. This list shall be the minimum provided equipment and the County reserves the right to add additional equipment as it sees fit. Should any listed capital equipment need replacement that will be done at the County's expense in accordance with County's capital planning process for EMS. The County shall maintain a replacement schedule that includes the expected useful life for capital equipment and meet with the Provider on an annual basis for a Capital Improvement Plan meeting to discuss capital needs and get feedback from Provider.

**Capital Equipment List**

- i. One (1) ALS level Ambulance that meet the requirements of Chapter 256, DHS 110, and Trans 309.



- ii. One (1) Electrocardiogram per ambulance
- iii. One (1) power lift patient cot and power load system per ambulance
- iv. Two (2) portable radios per ambulance to be programmed according to Appendix G
- v. One (1) mobile radio per ambulance to be installed in the ambulance and programmed according to Appendix G
- vi. One (1) laptop per ambulance for use in the ambulance

Any other capital equipment that Provider would like to carry on board the ambulance shall be done solely at the Provider's own expense.

- (b) **Fuel.** Provider shall be responsible for filling up ambulances with the correct fuel as needed utilizing the fuel purchasing card provided by the County in accordance with the County's fuel card policies and protocols. All fuel shall be at the County's Expense.
- (c) **Operational and Consumable Medical Supplies.** The provider shall utilize the County's ERP system, Munis, to enter requisitions to order necessary operational and consumable medical supplies related to performing the services of this agreement. Unless authorized in writing, no supplies shall be purchased without a valid Purchase Order (PO) number generated by Munis. Supplies ordered without a valid PO number may not be reimbursed and the cost shall be the responsibility of the Provider. All supplies ordered properly shall be at the County's expense.

Other provisions of this Agreement notwithstanding, Provider shall be responsible for furnishing all necessary facilities, utilities, office supplies, and maintenance of the aforementioned to fulfill their obligations for EMS functions under this Agreement.

**SECTION 407.      TRAINING AND CONTINUING MEDICAL EDUCATION**

Provider shall establish and maintain a training program for all employees that teaches proper Patient lifting and movement techniques. Such fitness training program is intended to reduce clinician injuries and increase Patient safety.

**SECTION 408.      MEDICAL QUALITY CONTROL**

Provider shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and those established in the EMS Protocols, including any current Continuous Quality Improvement (CQI) Plan as approved by the Medical Director, and shall cooperate with the Medical Director in the monitoring, regulation, and oversight of the EMS System.

Provider shall assist the County in participation in programs such as the American Heart Association Mission Lifeline program, Cardiac Arrest Survivor Team (CAST), Cardiac Arrest Registry to Enhance Survival program, or successor programs by providing clinical services to review cases, analyze and compile data and patient outcome, and submit data and program applications as applicable. Future programs may include focused efforts on heart attack (ST-Elevation Myocardial Infarction), stroke, trauma, or other time sensitive life-threatening patient conditions.



**SECTION 409.      MEDICAL CASE REVIEWS**

Medical Case Reviews shall be done in accordance with Chapter 256 of the State of Wisconsin Statutes and DHS 110.

**SECTION 410.      PERSONNEL**

(a)    **Professional Conduct and Appearance.** The Provider's personnel shall maintain a professional appearance and conduct themselves in a polite and courteous manner at all times while performing work under this Agreement. Provider shall employ highly trained personnel to operate Provider's equipment and Ambulances and to provide Patient care.

(b)    **Personnel Qualifications.** All persons employed by Provider in the performance of work under this Agreement shall hold an appropriate license as specified by the Department. Provider shall comply with all applicable federal and state laws and regulations regarding licensing and credentialing.

**SECTION 411.      DISASTER ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

(a)    **Disaster Assistance.** During a State of Emergency or Disaster, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work as necessary, informing persons requesting such non-Emergency service of the reason for the temporary suspension.

After the Disaster or State of Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

Provider will also actively cooperate in planning, updating, and following the Portage County Emergency Operations Plan (EOP) or Emergency Response Plan (ERP), including, but not limited to, Senior Management participation in disaster drills, critiques, and providing a representative to the scheduled meetings organized by the Emergency Management Division of the Portage County Sheriff's Office and for drills and activations of Portage County's Emergency Operations Center, at no cost to the County.

(b)    **EMS Emergency.** Immediately upon notification by the Communications Center or the EMS Coordinator of an EMS Emergency, Provider shall commit such resources as are necessary and appropriate, and shall assist in accordance with plans and protocols applicable in the locality where the EMS Emergency has occurred. This may include, but is not limited to, additional Ambulances to be staffed immediately to respond to a large scale or mass casualty incident, support staff to deliver medical supplies or assist in the operations of County disasters.

When the EMS Emergency has been mitigated, Provider shall resume normal operations as rapidly as is practical.

During the course of an EMS Emergency, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work, informing persons requesting such Non-Emergency service of the reason for the temporary suspension.

After the EMS Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.



(c) **Mutual Aid.** Response by the Provider to Emergency Requests shall be performed in accordance with state law and all of the terms and conditions of the Agreement. MABAS agreements are a satisfactory form of mutual aid.

**SECTION 412. ADDITIONAL SERVICES**

(a) **Dedicated Standby.** At the written request of the County, Provider shall provide Dedicated Standby with Ambulances. For mass gatherings or complex medical standby plans, this may include Dedicated Standby for a Disaster. The Provider may also provide Dedicated Standby services to another customer at their own discretion, but will be conducted at no expense to the County.

Ambulances used for Dedicated Standby shall transport patients from the event location to a medical facility, in which case another Ambulance shall be immediately dispatched to resume provision of Dedicated Standby at the special event, although such Dedicated Standby deployment shall not conflict with any other provision of the applicable Operational Plan or this agreement, and shall not cause Provider to call in additional staff on an emergency call-back basis unless the first ambulance has transported a person to a medical facility outside Portage County. At no time shall Patient Transport be delayed by an Ambulance because of a Dedicated Standby.

(b) **Courtesy Standby at Law Enforcement, Hazardous Materials, and Fire Incidents.** Upon request by law enforcement, fire department agencies, or the Communications Center, Provider shall furnish courtesy dedicated coverage at Emergency incidents involving a potential of danger to the personnel of the requesting agency.

(c) **Hospital Bed Delay.** In the event that excessive, recurring bed delays are inhibiting Provider from satisfying its obligations under this Agreement, Provider shall coordinate with the EMS Coordinator and the facility experiencing the bed delays to identify means to lessen the impact of such bed delays.

**SECTION 413. RESERVED**

**SECTION 414. EMERGENCY MEDICAL RESPONDERS**

Provider shall cooperate and coordinate their activities and services with Emergency Medical Responders for the purpose of integrating Provider's services with the EMRs' services. It shall be understood that Provider will assist with periodic training with EMR groups, and with the annual skills lab as set forth by the Medical Director EMS Coordinator, & EMS Association. Providers shall ensure all EMS Personnel understand local standard operating procedures.

**SECTION 415. PROHIBITED ACTIVITIES**

(a) **On-Scene Collections.** Provider shall not be required to request or accept payment for services rendered at the scene, en route, or upon delivery of the Patient.

(b) **County Operations.** Provider shall not interfere with, hinder, obstruct, or delay any lawful operations conducted by the County.



**SECTION 416. USE OF COUNTY NAME**

Provider shall use the County's ambulance service trade name ("Portage County Emergency Medical Services," or "Portage County EMS"), prominently in all of their Ambulance markings as specified in **Appendix D**, and public information programs, unless agreed to in writing by the County. Provider shall promote, protect, and enhance the reputation and image of the County's service trade name using all methods and efforts possible throughout the term of this Agreement.

**SECTION 417. QUALITY MANAGEMENT AND PERFORMANCE MONITORING**

(a) **Quality Management Principles**. Provider shall apply Quality Management Principles in their efforts to continuously improve Ambulance Services. Provider and the County shall endeavor to apply Quality Management Principles in their collaborative efforts to improve the EMS System.

(b) **Just Culture**. Provider shall establish and maintain a Just Culture framework, to ensure Patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and services; supporting a professional environment and culture that encourages and supports Personnel. Provider shall use Just Culture to understand human error and ensure accountability, consoling, coaching, counseling, remedial training, or corrective action. Provider shall provide training to their Personnel and training materials at no cost to the County.

(c) **Compliance Monitoring and Activity Reporting**. Provider shall cooperate with the County in monitoring their compliance with the requirements of this Agreement. Provider shall issue activity reports and other information as requested by the County. Provider shall issue an annual report at the end of each Fiscal Year by March 1st for the preceding Fiscal Year. In connection with the public information program, Provider shall submit reports to the County, which shall include: (1) program objectives; (2) reports on planned programs; (3) number of citizens receiving CPR certification; and (4) sample news releases, fliers, and public service announcements.

(d) **Customer Satisfaction Survey**. The County may send customer satisfaction surveys to Patients, Emergency Medical Responders, and Health Care Facilities as determined by the EMS Coordinator. Such customer service cards shall be addressed to the County and survey data shall be provided to the Provider.

**SECTION 418. NOTIFICATIONS**

Provider shall notify the Communications Center or EMS Coordinator, upon occurrence, of the following:

- i. Any adverse medical event as defined in **Appendix H**;

**SECTION 419. PUBLIC EDUCATION AND INFORMATION**

(a) **Public Education**. Provider is encouraged to maintain a public education campaign designed to: (1) reduce serious injury and fatal accidents by offering public education programs; and (2) train and assist in training Portage County citizens in first aid, cardiopulmonary resuscitation (CPR), CPR certification training, automated external defibrillator use, child safety



seat use, bicycle safety and helmet use, safe living habits for children and senior citizens, and PulsePoint. Provider will support County sponsored professional meetings and public education events.

**(b) Public Information and Community Support.** Provider is encouraged to maintain a comprehensive public information and image campaign designed to: (1) increase public awareness of the EMS System through a public information campaign; (2) increase involvement in community and civic activities within Portage County to increase public image and goodwill.

#### **SECTION 420. ETHICS AND OTHER TRAINING COMPLIANCE**

**(a) Ethics and Compliance.** Provider shall, at all times, conduct their business and perform their responsibilities under this Agreement in accordance with ethical business practices. Provider further agree to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and to provide services hereunder in compliance with all applicable federal and state statutes and regulations.

**(b) HIPAA Compliance Program.** Provider and the County shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**(c) NIMS Compliance Program.** Provider shall comply with the then current National Incident Management System (NIMS) compliance and training requirements. Provider shall ensure Personnel have completed FEMA IS-700, ICS-100, and ICS-200 or equivalent courses. Provider shall ensure Senior Management have completed FEMA IS-700, FEMA IS-800, ICS-100, ICS-200, ICS-300, and ICS-400 or equivalent courses. Provider shall maintain a copy of course completion for all Personnel.

**(d) Traffic Incident Management Compliance Program.** All EMS Personnel employed by the Provider shall have successfully completed, and comply with, the national Traffic Incident Management Responder Training Program provided by the US Federal Highway Safety Administration, or an equivalent course. Provider shall maintain a copy of course completion for all Personnel.

#### **SECTION 421. DOCUMENTATION AND ACCESS TO RECORDS**

Provider is responsible for the preparation and maintenance of accurate, complete, legible, and concise medical documentation consistent with the requirements as established by DHS 106. The Provider is responsible to be qualified to provide services, for meeting the program requirements, and to maintain records in accordance with the requirements for the provision of services with Medicare, Medicaid, and other third party providers as a contracted service provider of the County.

The Provider will provide the County's Finance Director, and Accounts Receivable Supervisor access to medical records or electronic records system, including WARDS, in order for the County to meet its ongoing responsibilities as a provider with Medicare, Medicaid, and other third party providers.

The County's access to medical records shall be utilized to support the Quality Management and Performance Monitoring in Section 417.



The Provider may appropriately audit any access to medical records or electronic records system by the County and request information regarding such access as the Provider deems necessary.

Provider shall provide pre-billing patient business services to ensure completed and accurate Patient Care Reports are submitted to the County or its contracted billing company. Provider shall implement the business processes as required below and work closely with the County to implement new Medicare, Medicaid, third party insurance or other new requirements, as may be required from time to time, through collaborative meetings that involve Provider's Senior Management and County's staff. The patient business services functions and processes provided by the Provider shall require the following:

- i. When a Non-Emergency Request is received, the request must be screened for medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS). If the Provider clearly determines medical necessity is not met, the Provider shall suggest another means of transportation be utilized and explain to the Requestor that medical necessity for transport by Ambulance has not been met.
- ii. When medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS) exists, Personnel must substantiate and document, in the Patient Care Report, the medical necessity for transportation by Ambulance and why transportation by other means was contraindicated.
- iii. For Non-Emergency Requests, Personnel must document in the Patient Care Report, the reason transportation by Ambulance was requested. If there is a conflict between the information obtained by the EMS Dispatcher in CAD call notes, the Patient Care Report or the Physician Certification Statement (PCS) form, documentation of such differences shall be provided in the Patient Care Report or an addendum.
- iv. Provider shall ensure continual compliance with the then current regulations of the Centers for Medicare & Medicaid Services (CMS), Medicaid, private insurance and all other payer regulations as indicated by the County.
- v. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all Non-Emergency Requests. Provider shall ensure all signatures on a PCS form are legible, identifiable, and signed by authorized individual (i.e. only a discharge planner and not a social worker are permitted to sign per CMS regulation).
- vi. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all repetitive Patient Transports as determined by CMS. Provider shall ensure a medical doctor signs the PCS form for all repetitive patients and that the signature is legible, identifiable, and signed by authorized individual.
- vii. Personnel shall obtain pre-authorization, as required, for Non-Emergency Requests.
- viii. Personnel shall obtain all required signatures to ensure Patient Care Report is completed for Transports following the County's then current requirements and ensure refusal and witness signatures are obtained for Non-Transports.
- ix. Annual meeting with Provider, County, and billing company to receive updates and training.



**SECTION 422. EMS CENTRAL SUPPLY OVERSIGHT**

The Provider shall establish and maintain adequate inventory control policies and procedures.

**SECTION 423. EMS LICENSE COSTS**

The Provider shall be responsible for the costs of the Wisconsin EMS license issued to the provider issued by the Department of Health Services.

**ARTICLE V  
RESERVED**

**ARTICLE VI  
INSURANCE AND INDEMNIFICATION**

**SECTION 601. INSURANCE REQUIREMENTS**

Provider shall maintain at all times during the term of this Agreement insurance in accordance with **Appendix C** by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best Financial Strength Rating of B-. If no AM Best rating is available, the insurance company may have a rating from another rating agency that is reasonably equivalent to or better than an AM Best Financial Strength Rating of B- (Fair/Adequate ability to meet obligations). Provider shall supply a Certificate of Insurance (COI) to the County within 30 days after execution of this Agreement.

**SECTION 602. HOLD HARMLESS & INDEMNIFICATION**

Provider agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the County from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of Provider, its employees, officers, agents and representatives in the performance of this Agreement.

County agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the Provider from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of County, its employees, officers, agents and representatives in the performance of this Agreement.

**ARTICLE VII  
COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION**

Each month, the County shall pay to Provider for the provision of Base Services an amount equal to the Base Amount as set forth in **Appendix A**. In addition, the County shall pay



approved reimbursement costs for Disaster Services and EMS Emergencies as outlined in Section 703. The resulting figure shall be Provider's Compensation hereunder.

Payment of the Compensation shall be made after receipt and acceptance by the County of an invoice for services rendered during the preceding calendar month. Such invoices shall itemize the Base Amount, the Disaster Services and EMS Emergencies reimbursement amount.

**SECTION 702. ADDITIONAL SERVICES**

For Additional Services rendered by the Provider, the following conditions shall be met:

**(a) Contracted Dedicated Standby.** Provider may provide Dedicated Standby for which they contract directly with a third party, at no cost to the County, provided such service does not materially interfere with the Provider fulfillment of their obligations under this Agreement. Provider shall collect for such services without utilizing the County's billing procedure. Provider shall report all fees collected to the County as an offset of expenses outlined in Appendix A. Provider shall charge fees in an effort to cover any expenses for providing the contracted standby services.

**SECTION 703. REIMBURSEMENT FOR DISASTER ASSISTANCE AND EMS EMERGENCY**

At the conclusion of Disaster assistance or EMS Emergency, as described in Section 411(a) and (b) hereof, Provider shall determine their additional costs incurred in the course of rendering such Disaster or EMS Emergency assistance, and shall present such cost statement to the County for review, acceptance, and reimbursement. The cost statement associated with rendering aid under Disaster or EMS Emergency conditions shall be based solely upon the additional costs incurred by Provider in the course of rendering such assistance, and shall not include costs of maintaining production capacity that would have been borne by Provider to meet normal service requirements if the Disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of additional costs shall be made relative to Provider performance during Disaster or EMS Emergency conditions.

During periods of Disaster or EMS Emergency, and in accordance with a plan proposed by Provider, approved by the County, and coordinated with the County's Emergency Operations Plan or Emergency Response Plan, the County and Provider shall supply, and continuously re-supply as necessary, oxygen and medical supplies to designated disaster sites, treatment areas or public shelters which are designated by the County. Provider shall position one Ambulance at each of the public shelters designated by the County as a "special needs" shelter. The County shall supply shelter medical supply carts and oxygen tank racks to support the Provider's distribution of medical supplies and oxygen cylinders to disaster sites, treatment areas or public shelters. Provider shall operate Disaster and Specialty Response Units, including medical ambulance buses, to assist First Responders and affect the orderly evacuation and sheltering of citizens. Provider shall transport special needs or bed bound Patients by Ambulance per the procedures established in the CEMP. Provider will assist the County in managing the inventory and performing stock rotation of medical supplies of County's Disaster and Specialty Response Units disaster response vehicles.



**SECTION 704. AUDITS AND INSPECTIONS**

During the term of this Agreement, the County may perform or arrange to have performed, an audit of the Provider's policies, procedures, and records that relate to the performance of the Provider under this Agreement to ensure compliance with this Agreement upon at least 10 business days' notice. Notwithstanding the foregoing, the parties agree that County may perform or arrange to have performed an audit at any time, in the event of (i) audits required by another governmental or regulatory authority, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) the County reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to County operations.

Provider shall retain all records pertaining to this Agreement for a period of at least seven (7) years after final payment is made.

The County's representatives may at any time, with reasonable notification and without disrupting already scheduled observations, directly observe Provider's operation by riding as "third person" on any of Provider's Ambulances at any time, provided, however, that the County's representatives shall conduct themselves in a professional and courteous manner, shall have completed all training required by law to ride aboard an Ambulance as an observer, shall not interfere in any way with Personnel in the performance of their duties, shall at all times be respectful of Provider's employer/employee relationships, and shall comply with any other necessary and reasonable requirement by the Provider.

The Provider is liable for any amount of an audit adjustment or disallowance plus penalties attributed to the County by the federal government or the Department as required by any agreements or certifications to bill for Provider services in accordance with section DHS 106.09, Wis. Admin. Code for any intentional, deliberate, or malicious actions taken by the Provider or Provider's staff.

**SECTION 705. FISCAL NON-FUNDING**

Notwithstanding any other provision of this Agreement to the contrary, in the event that the County loses its levy limit exemption for a Countywide Emergency Medical System under 66.0602(3)(e)6 of the Wisconsin Statutes, and sufficient budgeted funds are not available for a new fiscal year, the County shall notify Provider in writing within five (5) days of the determination of such occurrence, and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the County.

**SECTION 706. RESERVED**

**SECTION 707. NOT TO EXCEED CAP**

Any and all compensation or reimbursement of any kind to the Provider provided for in this Article VII or elsewhere in this Agreement, in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County Board of Supervisors' budgetary process for services or reimbursement to the Provider provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a



budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County Board of Supervisors to utilize the emergency powers of chapter 323 of the Wisconsin Statutes to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the parties that the County may not compel the Provider to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

## **ARTICLE VIII EVENTS OF DEFAULT**

### **SECTION 801. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default on the part of Provider:

- (a) The failure or refusal by any Provider to substantially fulfill any of their obligations in accordance with this Agreement, when such failures do not create a public health or safety emergency. However, no such failure or refusal shall constitute an Event of Default unless and until:
- i. The County has given prior written notice to Provider specifying that a default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Provider;
  - ii. The Provider either has not corrected such default, or has not initiated reasonable steps, as determined by the County, to correct the same within thirty (30) days from the date of such notice and thereafter does not continue to take reasonable steps, as determined by the County, to correct such default.
- (b) Persistent and repeated failures or refusals by a Provider to substantially fulfill any of their obligations in accordance with this Agreement, or failure or refusal by a Provider to substantially fulfill any of their obligations in accordance with this Agreement that constitute a public or safety health emergency, shall, notwithstanding the notice and cure provisions pursuant to subparagraph a above, constitute an immediate Event of Default.
- (c) The final adjudication of a Provider as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Provider or until the order of adjudication is no longer able to be appealed.
- (d) In the event of a strike, work stoppage, slow down, or any other labor disruption, which causes failure of a Provider to substantially fulfill any of their obligations in accordance with this Agreement, the County, in its sole discretion, may immediately terminate this agreement without penalty to the County. Such disruption on the part of the Provider's workforce shall constitute a default on the part of the Provider.

### **SECTION 802. EFFECT OF EVENT RESULTING IN TERMINATION**

Failure of a Provider to substantially fulfill any of its obligations in accordance with this Agreement, considered an Event of Default, shall be considered a material breach of the



Agreement and shall be cause for the County, at its sole discretion, to immediately terminate this Agreement without penalty to the County as to that Provider.

(a) In the event of termination, other than for fiscal non-funding pursuant to Section 712, Provider agree to continue operations until either (i) the expiration of ninety (90) days, or (ii) the date on which a new party is substituted for Provider as hereinafter provided, whichever occurs first. During such period, the County shall continue to be obligated to make payments to Provider in accordance with Article VII hereof, and Provider shall continue all operations and support services in accordance with the terms of this Agreement.

(b) If this Agreement is terminated pursuant to this Article VIII, or expires pursuant to Article IX, Provider shall cooperate with the County or any other party providing ambulance transport service by providing reasonably necessary assistance to ensure uninterrupted Ambulance Services during the transition from the Provider to a new service provider at no additional cost to the County.

## **ARTICLE IX TERM**

### **SECTION 901. TERM**

The initial term of this Agreement shall be for 48 months, commencing January 1, 2020 and terminating at midnight, December 31, 2023.

Should the County and the Provider fail to mutually approve a successor agreement by December 31, 2022, the County shall have the right to pursue other providers to provide EMS services within the County.

Should the County and the Provider fail to mutually approve a successor agreement, and the County does not pursue an alternative provider, this Agreement shall automatically continue until December 31<sup>st</sup> of the following year while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.

### **SECTION 902. AMENDMENTS**

Other provisions of this Agreement notwithstanding, nothing herein should be construed to prevent the County and the Provider from discussing and potentially agreeing upon any mid-Agreement amendments or ancillary agreements related to this Agreement. A possible reason for mid-Agreement amendment or ancillary agreement related to this agreement includes, but is not limited to, the state of Wisconsin requiring a transition to a two-paramedic system at any point during the life of this agreement. Also, should the enactment of any federal or state law or regulation impact the health insurance of a provider during the life of this agreement, the county agrees to meet and negotiate the impact and effect of these changes to ensure that any unanticipated healthcare costs arising from such an enactment do not place financial burden on the provider. This does not include non-mandated changes such as electing to change health



insurance plans during the life of this agreement. Any costs associated with a mid-agreement amendment or ancillary agreement related to this agreement will be accounted for in the next county budget cycle and/or during the interim period leading up to county budget adoption so that neither providers or the county are put at a fiscal disadvantage for reasons outside of their control. Any such discussions in and of themselves shall in no way abrogate the provisions of this Agreement or any portion herein. Should any discussions fail to reach an agreement, the existing provisions of this Agreement shall continue unabated.

**ARTICLE X  
MISCELLANEOUS**

**SECTION 1001. ASSIGNMENT AND SUBCONTRACTING**

Provider shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this Section 1001 shall, at the option of the County, terminate the Agreement and shall not convey any rights to the assignee.

Provider are fully responsible for completion of the Services required by this Agreement. Provider shall not subcontract any work under this Agreement, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**SECTION 1002. PROVIDER OPERATIONS**

Other provisions of this Agreement notwithstanding, the County recognizes that it does not exercise control over the daily operation of the Provider regarding individual manpower assignments, terms, benefits, or conditions of employment established by a collective bargaining agreement, or duties and obligations of any Amherst Fire District board or commission, nor is the County bound by them.

**SECTION 1003. NOTICES**

Unless otherwise specified, all notices, consents, and agreements required or permitted by this Agreement shall be in writing, and shall be addressed as follows:

To Portage County:	Portage County Sheriff's Office Attn: EMS Coordinator 1500 Strongs Avenue Stevens Point, Wisconsin 54481-3542
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To the Amherst Fire District:	Amherst Fire District Attn: Fire Chief PO Box 38 Amherst, Wisconsin 54406-0038
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**SECTION 1004. ENTIRE AND COMPLETE AGREEMENT**

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement,



unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 1005. OTHER DOCUMENTS**

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 1006. APPLICABLE LAW**

The laws of the State of Wisconsin shall govern the validity, interpretation, construction, and performance of this Agreement.

**SECTION 1007. OPEN RECORDS LAW**

Pursuant to Wisconsin's Open Records Law, sections 19.21, *et. seq.*, Wis. Stats., Provider shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- ii. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in section 19.35, Wis. Stats., or as otherwise provided bylaw;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw;
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**SECTION 1008. WAIVER**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by another Party and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 1009. SEVERABILITY**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.



**SECTION 1010. INDEPENDENT CONTRACTORS**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

**SECTION 1011. HEADINGS**

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 1012. CONTRACT DISPUTE RESOLUTION**

Provider and the County will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be resolved between the parties through negotiation may then be resolved through commencement of a legal action in the Circuit Court for Portage County, Wisconsin. Each Party consents to jurisdiction over it by such a court.

**SECTION 1013. COUNTERPARTS**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 1014. SURVIVAL**

The following provisions shall survive the expiration or termination of the Term of this Agreement: Article VI and Sections, , 801, 802, 1006 and 1007 (and others which by their nature would survive).

**SECTION 1015. CONFLICT OF INTEREST**

(a) The Provider represents that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Provider during the agreement term and any extensions; and during the term of this Agreement.

(b) The Provider shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Provider are in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Provider. The County agrees to notify the Provider of its opinion within ten (10) calendar days of receipt of notification by the Provider, which shall be binding on the Provider.



**SECTION 1016. NO THIRD PARTY BENEFICIARY**

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**SIGNATURE PAGES IMMEDIATELY FOLLOW**



IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized offices, have caused this Agreement to be executed on this 30th day of August, 2019.

**FOR PORTAGE COUNTY:**

By: Chris Holman  
Chris Holman, County Executive

8/30/19  
Date

By: Mike Lukas  
Mike Lukas, Sheriff

8/30/19  
Date

By: Alan Haga  
Alan Haga, Chair, Portage County Board of Supervisors

8/30/19  
Date

**FOR THE AMHEREST FIRE DISTRICT:**

By: Michael Juris  
Michael Juris, Commission Chair

8.30.19  
Date

By: Victor Voss  
Victor Voss, Fire Chief

8/30/19  
Date



**APPENDIX A**  
Compensation Schedule

The compensation provided to the provider in this section shall be used for expenses for staffing and associated expenses, to include wages, fringes, benefits, medical malpractice, uniforms, and training. The share of utilities specific to EMS is also covered as part of the compensation. The County shall provide all the operational expenses as outlined in section 406.

Cost overruns to each annual budget of \$1,000 or greater will be paid by the County at the rate of 70%, with the Provider paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit. Excess funds will be returned to Portage County to be placed in the EMS fund for the sole purpose of system improvement. The County shall receive expense reports by the last day of the previous month. The Provider shall inform the County if they anticipate an overrun prior to the overrun occurring.

Amherst

2020: \$429,667  
2021: \$462,409  
2022: \$473,969  
2023: \$485,818

Payments shall be made to the Provider in accordance with Article VII of this Agreement.



**APPENDIX B**  
Coverage Areas

**Emergency Service Number (ESN) Areas.** Portage County has established ESNs in conjunction with their 9-1-1 service provider and Portage County Planning and Zoning Department. Each ESN represents an area of Portage County where emergency service Provider (including Ambulances) are specified for dispatch to employees of the Communications Center. Portage County Ambulance coverage areas are based on ESNs, and a Provider is assigned a series of ESNs for their primary response area as indicated in **Section 403**.

Portage County is solely responsible for the establishment and maintenance of ESNs. Any change in ESNs affecting Ambulance primary response areas shall be implemented upon mutual agreement of Portage County and the Ambulance Service Provider assuming additional territory after such change. No change to ESNs which reassigns primary response area shall be made without the written agreement of the municipality within which such ESNs exist. Ambulance Service Provider experiencing a reduction in primary response area responsibilities shall not suffer a reduction in compensation for the duration of this Agreement until such time as it is modified or renewed.

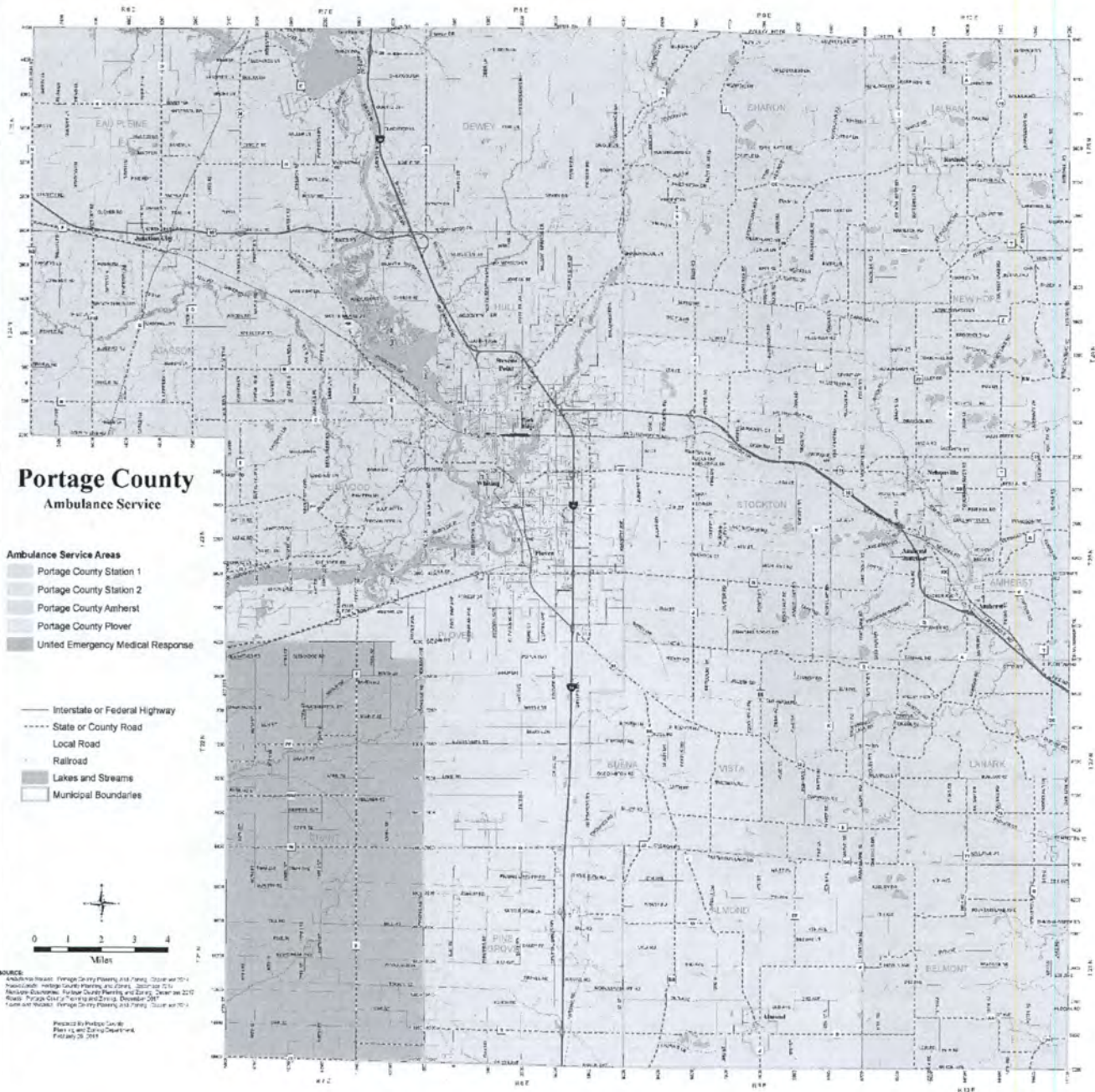
<u>Provider</u>	<u>Primary Service Area ESNs</u>
Stevens Point	172, 174, 175, 176, 177, 178, 179, 189, 190, 191, 192, 193, 194, 211, 214, 215, 216, 217, 218, 219, 220, 221, 223, and 224
Plover	171, 196, 197, 198, 199, 207, 208, 209, 212, and 222
Amherst	173, 180, 181, 182, 183, 184, 185, 186, 187, 200, 201, 202, 203, 204, and 206
United Ambulance	195, 210, and 213

The reference to other Providers' Primary Service Areas in this Agreement is for ease of reference and does not constitute a part of this Agreement.



## Annex B (Continued) Coverage Area Map

This map is included to assist in visualizing the ESNs listed above, and for ease of reference. It does not constitute a part of this Agreement.





## APPENDIX C Insurance Requirements

### Commercial General Liability

- \$1,000,000 per occurrence
- \$1,000,000 Products liability and completed operations
- \$2,000,000 General Aggregate
- \$1,000,000 Personal and advertising injury

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

### Medical Malpractice Insurance

- Maintain medical malpractice insurance as required by Wisconsin Statutes, but shall be for a minimum amount of \$2,000,000

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

### Workers Compensation

- Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. A program of self-insurance in which the Provider assumes responsibility for its own worker's compensation risk and payment shall also satisfy this requirement.



**APPENDIX D**  
Fleet Specifications

1. Ambulance Specifications. County shall provide ambulances that meet requirements specified by law or administrative rule as to specifications, medical equipment, supplies, and sanitation as specified under section 341.085 of the Wisconsin Statutes, and chapter Trans 309 of the Wisconsin Administrative Code.

2. Any Ambulance that fails to maintain the standards listed above, or should any Ambulance be found to no longer be in compliance with those standards, shall immediately be taken Out-of-service and repaired or the deficiency otherwise corrected as soon as practical. The staffing standards found in **Appendix E** shall be maintained. No ambulance shall be operated in a deficient condition.

3. Trade Name. Ambulances shall prominently display the Portage County trade name on each Ambulance as specified below. Lettering shall be no less than six inches in height, in contrasting colors with the vehicle background. Drawings or other renderings of such Ambulance lettering shall be approved by the County prior to that Ambulance being put into service. Trade name lettering shall be maintained in a professional fashion. Portage County may modify these requirements to conform to particular and individual circumstances at their own discretion.

a. "PORTAGE COUNTY" shall be displayed on each side (left and right) of the Ambulance in the upper 1/3 of the height of the vehicle.

b. "PORTAGE COUNTY" or "PORTAGE CO. EMS" shall be displayed on the front and rear of the Ambulance in the upper 1/3 height of the vehicle.



**APPENDIX E**  
Operational Capacity Requirements

Assets Required

Turnout Time

- a. One (1) Primary ALS Ambulance 180 Seconds
  1. All ALS Ambulances provided, staffed, and operated under this Agreement shall provide Paramedic level services.
  2. Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall be within the limits specified above, eighty-eight (88.00%) percent of the time or greater, as provided for in **section 405**. Provider and County will mutually agree upon method for documenting turn out time.
  3. Emergency Requests include Downgraded Emergency Requests.
  4. The Provider shall provide full-time dedicated staffing for the primary Ambulances.
  5. Turnout Time standards for secondary ambulances are in specific recognition that the Provider may need to provide staffing from other on-duty assets and reassign them to an Out-of-service Ambulance in order to staff that Ambulance.
  6. Except as specified herein, the Provider may provide additional ambulances and other EMS vehicles at their own expense. Such vehicles may include Reserve Ambulances, staff vehicles, EMS personnel staffing fire apparatus, and other response vehicles. These vehicles shall not be governed by or included in these Turnout Time standards.
  7. All non-transport shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.



## APPENDIX F

### On Scene Supplies Exchange

This list is intended to cover the usual, customary, and medically necessary items used by Emergency Medical Responders as approved by the EMS Coordinator and Medical Director, and is not intended to be all-encompassing.

- Albuterol
- Alcohol Pads
- Aspirin
- BVM – Adult or Pediatric
- Chest Seal
- Cling
- Coban
- Cold Packs
- CPAP
- Defibrillator Pads
- Epinephrine Kit
- Emergency Blanket
- Emesis Bag
- Gloves and Other PPE
- Glucagon
- Hand Sanitizer
- Hot Packs
- IM Syringe – 1cc
- Ipratropium Bromide (Atrovent)
- Lancets
- Narcan with Atomizer
- Nasal Cannula – Adult or Pediatric
- Nasopharyngeal Airway
- Needle – 22g Straight
- Nebulizer Mask – Adult or Pediatric
- Non-Rebreather Mask – Adult or Pediatric
- OB Kit
- Oral Glucose
- Oropharyngeal Airways
- Procedure Masks
- Saline or Sterile Water Bottle
- SAM Splint
- Supraglottic Airway
- Tape
- Tourniquet
- Trauma Dressings and Bandages
- V-Vac Replacement Cartridge



## **APPENDIX G**

### Radio Programming

Provider shall ensure that their mobile and portable radios are properly programmed with the following radio frequencies, at a minimum. Provider may program them in any order or configuration that they find convenient and efficient.

#### Portage County Radio Channels

1. Portage County Paging
2. Portage County Public Safety 1
3. Portage County Public Safety 2

#### Wisconsin Mutual Aid Channels

1. Mutual Aid Regional Channel 1 (MARC 1)
2. Mutual Aid Regional Channel 2 (MARC 2)
3. Mutual Aid Regional Channel 3 (MARC 3)
4. Mutual Aid Regional Channel 4 (MARC 4)
5. Interagency Fire Emergency Radio Network (IFERN)
6. Interagency Fire Emergency Radio Network 2 (IFERN 2)
7. State EMS Advanced (EMS A)
8. State EMS Basic (EMS B)
9. State EMS Coordination (EMS C)
10. Fireground Red
11. Fireground White
12. Fireground Blue
13. Fireground Gold
14. Fireground Black
15. Fireground Grey
16. VHF Calling (VCALL10)
17. VHF Tactical 11 (VTAC 11)
18. VHF Tactical 12 (VTAC 12)
19. VHF Tactical 13 (VTAC 13)
20. VHF Tactical 14 (VTAC 14)

Specifications for Portage County radio channels can be found in the Portage County Public Safety Communications Plan.

Specifications for the State of Wisconsin radio channels can be found in the State Plan for Mutual Aid Communications Frequencies.

Usage and assignment of radio channels shall be governed by the appropriate and current communications Rules and Regulations.



## Appendix H Adverse Medical Events

Adverse medical events include:

1. Any event, not primarily related to the natural course of the patient's illness or underlying condition, that affects a Patient and results in the Patient's death, permanent harm, or severe temporary harm, including, but not limited to:
  - a. Any deviation from the EMS Protocols.
  - b. Medication or procedural errors.
  - c. Vehicular collisions involving a Provider's Ambulance.
  - d. Provider equipment malfunctions.
2. Any action taken by EMS Personnel which is subject to enforcement actions as listed in section DHS 110.54 of the Wisconsin Administrative Code, chapter 256 of the Wisconsin Statutes, or other related law, administrative rule, or local ordinance.
3. Any event that results in patient death or harm, implicates the EMS System, and is likely to become a news story or otherwise gain negative public attention.
4. Any event that the Provider believes should be reported for safety or other professional reasons.

It is agreed by all Parties that this list may be updated from time to time upon the mutual agreement of the ALS Providers, Medical Director, and the County.



**AMBULANCE SERVICE PROVIDER AGREEMENT  
BETWEEN THE COUNTY OF PORTAGE  
AND THE VILLAGE OF PLOVER**

---

THIS AGREEMENT is entered into effective as of January 1, 2020, between Portage County, a Wisconsin quasi-municipal corporation (the “**County**”), and the Village of Plover, a Wisconsin municipal corporation (“**Plover**”), who is referred to as the “**Provider**”, or which along with one or more County designated Provider, collectively as “**Providers**”). See section 901 for term of contract.

WHEREAS, the County has established an emergency medical services program under the authority of section 256.12 of the Wisconsin Statutes, coordinates the overall EMS System, and has elected to utilize the Provider pursuant to this intergovernmental agreement under authority of section 66.0301 of the Wisconsin Statutes., and may consider additional providers as needed; and

WHEREAS, a primary objective is transparency and accountability for the system to all citizens of Portage County, in accordance with Chapter 256 of Wisconsin Statutes and Administrative Code provisions adopted thereunder, with the agreed-upon goals of improving the EMS System which the parties believe will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein; and

WHEREAS, all parties agree on the need for continuous improvement of the Emergency Medical Services System throughout the County with the goals of proper staffing, better integration, improved service delivery, and a professional dispatch service, with the long term goal of continuously improving performance and system flexibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

**ARTICLE I  
THE AGREEMENT**

**SECTION 101.     PURPOSE**

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Service in Portage County.



**SECTION 102.        COOPERATION**

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

**SECTION 103.        CONTRACT DOCUMENTS**

The following Appendices are attached to and made part of this Agreement:

<b>Appendix A</b>	Compensation Schedule
<b>Appendix B</b>	Coverage Areas
<b>Appendix C</b>	Insurance Requirements
<b>Appendix D</b>	Fleet Specifications
<b>Appendix E</b>	Operational Capacity Requirements
<b>Appendix F</b>	On-Scene Supplies Exchange
<b>Appendix G</b>	Radio Programming
<b>Appendix H</b>	Adverse Medical Events

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the provision of Ambulance Services, shall supersede any prior proposal, agreement, contract, or memorandum of understanding between the Parties regarding such services, and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of a conflict between or among this Agreement and any of the Appendices, this Agreement shall govern over the provisions of the Appendix or Appendices; or, in the event of a conflict between or among Appendices, the Appendix listed first above shall govern over those below it.

**ARTICLE II  
DEFINITIONS**

**SECTION 201.        WORDS AND TERMS**

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“**Additional Services**” means those services described in Section 412 hereof.

“**Additional Services Amount**” means the amount owing to Provider pursuant to Section 702 hereof.

“**Advanced Life Support**” or “**ALS**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code, or successor regulation.

“**Affiliate**” means any parent municipality, corporation, joint venture, subsidiary, or other legal entity with direct or indirect control of the Provider.

“**Ambulance**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, meeting the requirements of **Appendix D** and operated by Provider which is equipped to provide Advanced Life Support services.

“**Ambulance Service**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes for emergency and non-emergency Transport services offered by the County and provided by



Provider, including management, supervision, Additional Services, and other ambulance related services offered by the County, and provided by the Provider, pursuant to this Agreement. For the purposes of Ambulance vehicles, Paramedic is the minimum level of capability.

“**Automated Aids**” means the computer hardware, software, and networking provided and maintained by the Provider to aid in the automated tracking and assignment of Ambulances, providing information related to a Dispatch, mapping, routing, monitoring performance, and Ambulance status, scheduling of personnel, and any other management systems utilized by the Provider, including but not limited to global positioning satellite equipment and mobile communications computers/terminals purchased, installed, and maintained by the Provider in any Ambulances.

“**Backup Agreement**” has the same meaning as utilized in chapter 256 of the Wisconsin Statutes, regarding all Providers within the Portage County EMS System.

“**Base Amount**” means the amount, set forth in **Appendix A**, paid monthly to Provider by the County for the provision of Base Services.

“**Base Services**” means all Emergency and Downgraded Emergency Responses, including all related support and ancillary services required hereunder, but excluding Additional Services.

“**CAD**” means computer aided dispatch computer hardware and software utilized by the County.

“**Caller**” means a person accessing the response system by telephone or another similar fashion.

“**Communications Center**” means the combined PSAP and Dispatch facility operated by the Portage County Sheriff’s Office.

“**Continuing Medical Education**” or “**CME**” means the continuing medical education program provided for County Certified Personnel to maintain County Certification.

“**County**” means Portage County, Wisconsin.

“**Dedicated Standby**” has the same meaning as “dedicated services” in section DHS 110.04(18) of the Wisconsin Administrative Code, such Ambulance being exempt from the then-current System Status Plan.

“**Department**” means the Wisconsin Department of Health Services, its divisions or other state agencies, having jurisdiction over EMS or Ambulance Services.

“**DHS**” means the Department of Health Services as used in the Wisconsin Administrative Code.

“**Disaster**” has the same meaning as utilized in chapter 323 of the Wisconsin Statutes, as declared by Federal, State, or County government.

“**Disaster and Specialty Response Units**” means transport capable medical ambulance buses, medical supply delivery trucks, equipment and supply trailers, rehabilitation units, spare ambulances, tow vehicles, all-terrain vehicles, or any emergency vehicles provided and maintained by the County for the purposes of evacuation, transport, protection, or care of the sick, disabled, and injured.

“**Dispatch**” or “**Dispatched**” means the act by the Communications Center of notifying a Provider of a Request by either triggering an audible alarm at a properly equipped radio receiver, a visual annunciation at a properly equipped fixed facility, or both. The customary audible alarm will be accomplished through the activation of specific tones transmitted on a designated County radio frequency followed by a voice transmission, but may be supplemented by the transmission of related data.

“**Downgrade**” or “**Downgraded**” means the discontinuance of the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.



**“Downgraded Emergency Request”** means an Emergency Request which, either (1) during a Response, or (2) during the period of time from when a Request is received to when Provider arrive on the scene, is Downgraded by a First Responder or dispatch personnel in compliance with the established EMS Protocols.

**“Emergency”** or **“Emergency Response”** means the immediate response to a request which may include the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

**“Emergency Medical Service”** or **“EMS”** has the same meaning as in chapter DHS 110 of the Wisconsin Administrative Code.

**“Emergency Medical Services Dispatcher”** or **“EMS Dispatcher”** means any person who is employed at the Communications Center to Dispatch Providers and provide Pre-Arrival Instructions.

**“Emergency Medical Technician”** or **“EMT”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Emergency Medical Responder”** or **“EMR”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Emergency Request”** means a request for emergency services received directly at the PSAP, or a request for emergency services transferred from another source to the Communications Center.

**“Emergency Transport”** means a Transport resulting from (1) a Response to an Emergency Request, or (2) a Response to a Non-Emergency Request that results in a need for emergency services and emergency warning lights and sirens during transport.

**“EMS Communications”** means any portion of the Communications Center, used for Ambulance Dispatch and communications. The County may elect to relocate the EMS Communications function to a different physical location if it so chooses.

**“EMS Coordinator”** means an employee of the County who collaborates with the County’s Medical Director and service providers to provide administrative support, coordination, technical assistance, and outreach to the service providers and pre-hospital EMS providers of Portage County to help ensure quality patient care and service.

**“EMS Emergency”** means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in an unexpected increased demand for Ambulance Services, and is designated as such by the EMS Coordinator or the County.

**“EMS Personnel”** means the EMRs, EMTs, Paramedics, critical care nurses, or other medical professionals trained and licensed/certified to provide EMS Patient care.

**“EMS Protocols”** means the patient care protocols as outlined in chapter DHS 110 of the Wisconsin Administrative Code, prepared for the EMS System and approved by the Medical Director, as the same may be amended from time to time. Provider may work with the Medical Director to update EMS Protocols as needed to continually improve overall EMS System performance. EMS Protocols shall at minimum comply with and reflect DHS standards, but may go beyond such standards if Provider and Medical Director approve additional protocols.

**“EMS System”** means the network of organizations and individuals established to provide Emergency Medical Services to citizens of the County and may include but is not limited to: citizen CPR training and public education, EMS Communications, EMS Personnel, Emergency Medical Responders, First Responders, Ambulance Services, materials, fleet management, and medical quality control.



**“First Responder”** means the same meaning as “emergency medical personnel” as defined in section 941.37 of the Wisconsin Statutes.

**“Fiscal Year”** means the year commencing on January 1 of any given year and ending on December 31.

**“Health Care Facility”** means any hospital or facility as defined in section 150.84 of the Wisconsin Statutes.

**“Hospital Bed Delay”** means the continuation of Patient care at a hospital which exceeds twenty (20) minutes after Transport from the scene of an Emergency Request or a Downgraded Emergency Request. The time interval shall be calculated from arrival at the hospital until the time the hospital assumes responsibility for the Patient by receiving verbal report and placing the Patient on a hospital stretcher, in a wheelchair, or in the emergency department waiting room. A Hospital Bed Delay does not include Non-Emergency Requests, Non-Emergency Transports, direct admissions, or crew delays for clean-up, documentation, or other tasks.

**“Incident Command System”** means the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy following the then current National Incident Management System.

**“In-service”** or **“In-service Ambulance”** has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

**“Just Culture”** means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care services; supporting a professional environment and culture that encourages and supports Personnel; understanding human errors occur and how accountability is assured through consoling, coaching, counseling, remedial training, or corrective action.

**“MABAS”** has the same meaning as “Mutual Aid Box Alarm System” found in chapter 323 of the Wisconsin statutes.

**“Medical Direction”** means medical supervision of the EMS System provided by the Medical Director through two-way communication or through established standing orders, pursuant to rules of the Department.

**“Medical Director”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Mutual Aid”** has the same meaning as utilized in section 256.15 of the Wisconsin Statutes.

**“Non-Emergency Request”** means a request not meeting the definition of Emergency Request.

**“Non-Emergency Transport”** means a Transport, not meeting the definition of Emergency Transport.

**“Non-Transport”** means a response by Ambulance to a Request which does not result in a Transport and which is not eligible for compensation hereunder at the time this agreement is entered into.

**“Operational Plan”** has the same meaning as utilized in chapter DHS 110, Wisconsin Administrative Code.

**“Out-of-service”** or **“Out-of-service Ambulance”** means an ambulance that fails to meet the requirements of an In-service Ambulance.

**“Paramedic”** has the same meaning as utilized in chapter 256 of the Wisconsin Statutes.

**“Party”** or **“Parties”** means either the County or Provider, or both, as the context of the usage of such term may require.

**“Patient”** has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.



“**Patient Care Report**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

“**Performance Requirements**” means the requirements of this Agreement intended to ensure that (1) Turnout Times meet the requirements provided herein; (2) Ambulances be designed and equipped as provided herein; (3) clinical performance be consistent with approved medical standards and protocols; (4) the conduct and appearance of all Provider’s Personnel be professional and courteous at all times.

“**Personnel**” means all employees including, but not limited to, Emergency Medical Technicians, fleet mechanics, materials management assistants, managers, Paramedics, Registered Nurses, supervisors, and Senior Management employed by Provider.

“**Pre-Arrival Instructions**” means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch’s Medical Priority Dispatch Protocol version 12, or any successor method approved by the County and the Medical Director, which instructions are given by an EMS Dispatcher, at the Communications Center to a Caller prior to arrival of a First Responder, EMR, or Ambulance.

“**Primary Service Area**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

“**Priority Dispatch Protocols**” means the protocols described in Section 402 hereof; or any future variation determined by the County.

“**Public Safety Answering Point**” or “**PSAP**” has the same meaning as utilized in section 256.35 of the Wisconsin Statutes, operated by Portage County.

“**Quality Management Principles**” means the criteria and guidelines for organizational performance excellence as mutually approved in writing by the County’s EMS Coordinator and the Provider.

“**Registered Nurse**” has the same meaning as utilized in chapter DHS 110 of the Wisconsin Administrative Code.

“**Request**” means either an Emergency Request or a Non-Emergency Request.

“**Reserve Ambulance**” has the same meaning as utilized in chapter Trans 309 of the Wisconsin Administrative Code.

“**Response**” means the act of responding to a Request, which act begins with the dispatching of an Ambulance and, (1) in the case of a Request which does not result in a Transport, ends with cancellation of the Ambulance responding to the Request; or (2) in the case of Request resulting in a Transport, ends with the arrival of the Ambulance at the scene for Patient Transport.

“**Response Time**” means (1) in the case of an Emergency Request, the actual time elapsed from the moment a Provider is Dispatched, to the moment Provider’s first transport capable Ambulance arrives at the scene; or (2) in the case of Non-Emergency Requests, the time elapsed from the requested pickup time to the time of arrival for Patient Transport.

“**Special Events**” has the same meaning as found in chapter DHS 110 of the Wisconsin Administrative Code.

“**State**” means the State of Wisconsin.

“**State of Emergency**” has the same meaning as a Disaster, as well as that provided for in chapter 323 of the Wisconsin Statutes, declared by proclamation of the Federal, State, or County government.

“**System Status Plan**” means a management system for deploying and redeploying Ambulances.

“**Trans**” means the Department of Transportation as used in the Wisconsin Administrative Code.



“**Transport**” means all Emergency and Non-Emergency transportation in Ambulances by Provider of Patients.

“**Turnout Time**” means the time interval that begins when the Communications Center Dispatch notification process begins by either an audible alarm or visual annunciation or both, and ends at the beginning point of travel time.

“**Uncontrollable Circumstance**” means any act, event, or condition, other than a labor strike, work stoppage, or slowdown, which has or may reasonably be expected to have a direct material adverse effect on the rights or obligations of a Party hereunder if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include an act of God and/or a State of Emergency. Normal weather conditions in Portage County are not considered an Uncontrollable Circumstance, however, the parties acknowledge that extreme weather events can create circumstances that materially affect the deployment of ambulances.

“**WARDS**” means the web-based reporting system called the Wisconsin Ambulance Run Data System as provided by the Wisconsin Department of Health Services.

“**Wisconsin Administrative Code**” or “**Wis. Admin. Code**” means the current version of the Wisconsin Administrative Code at the time of the implementation of this agreement, and any successor versions enacted by the State.

“**Wisconsin Statutes**” or “**Wis. Stats.**” means the current version of state law at the time of the implementation of this agreement, and any successor versions enacted by the State. This also includes any enabling regulations established by law in the Wisconsin Administrative Code (e.g. chapter DHS 110, Wis. Admin. Code as authorized by chapter 256, Wis. Stats.,) as well as any successor versions enacted by the State.

## **SECTION 202. TERMS GENERALLY**

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation,” except as the context may otherwise require. The words “agree,” “agreement,” “approval,” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed,” except as the context may otherwise require. The words “approved,” “designate,” or similar words shall be deemed to be preceded by the word “reasonably,” except as the context may otherwise require.

## **ARTICLE III REPRESENTATIONS**

### **SECTION 301. REPRESENTATIONS**

All Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm, or organization, or any law or governmental regulation.



**ARTICLE IV  
DUTIES AND RESPONSIBILITIES OF PARTIES**

**SECTION 401. AMBULANCES**

(a) **Obligation to Provide Ambulances.** County shall provide the Provider with one (1) Ambulances and related equipment meeting the specifications set forth in **Appendix D** attached hereto.

(b) **Reserve Ambulance.** County shall maintain an additional stocked ambulance to be used by any of the Provider's within the County EMS System. The ambulance shall be stored at a facility of the County's choice. The ambulance shall be fully stocked aside from the following list of equipment that shall be transferred onboard the ambulance at time of need.

- Portable Radios
- Toughbooks
- **IV Pumps**
- Ventilators
- Video Laryngoscope
- AED

(c) **Obligation to Provide Paramedic Ambulance Service**

Provider shall provide to the County services for 1 Primary ALS ambulance. ALS Ambulances provided, staffed, and operated under this Agreement shall provide Paramedic level services.

(d) **Maintenance of Ambulances.** Provider shall coordinate for delivering ambulances in need of maintenance and repair to and from the necessary repair shop or Portage County Highway Shop. Any repair and maintenance shall be arranged according to the County's protocol. Repair and maintenance of all Ambulances shall be at the County's expense. The County shall have the final decision on what repairs shall be performed. In the event of any accident or traffic collision with an ambulance, the Provider shall notify the County per the County's policies and have the ambulance delivered to a repair shop or Portage County Highway Shop for inspection and necessary repairs. All Ambulances must comply with Wisconsin Administrative Code Trans 309 as amended from time to time.

(e) **Staffing of Ambulances.** All Ambulances shall have the required minimum staffing as established in chapter 256 of the Wisconsin Statutes to comply with the terms of their license issued by the Department.

(f) **On-Board Equipment and Supplies.** All Ambulances shall at all times carry equipment, supplies, and medications sufficient to meet or exceed State requirements for ALS Ambulances, as well as that required by chapter Trans 309 of the Wisconsin Administrative Code. Such equipment, supplies, and medications shall be sufficient to provide Paramedic level Ambulance Services, and support EMRs as provided for in section 404. Equipment and supplies shall be procured, obtained, and paid for as set forth in section 406.

(g) **Operational Capacities.** Provider shall be expected to field the specified number of Ambulances listed in **Appendix E.**



- i. These Ambulances shall be In-service on a 24 hours, 7 days per week, 365 days per year (366 during leap years) basis, 99.00% of the time, measured on both a monthly and annual basis.
  - ii. No Ambulance required to be In-service may be taken Out-of-service for three hours or more in a single day except due to unforeseen mechanical failure, maintenance or due to a traffic collision involving the Ambulance.
  - iii. No activities, services, obligations, agreements, or operations outside of this Agreement conducted by a Provider shall materially detract from the capability to meet the requirements and obligations of the Provider as set forth in this Agreement.
- (h) **Intersystem Ambulance Transfer.** County reserves the right to make available to other providers as needed, at no cost, extra ambulances available in excess of what is required to perform Provider's obligations of this agreement, to other Providers within the County EMS system when the requesting Provider's ambulance is down for an extended period due to unforeseen maintenance, mechanical failures, or other uncontrollable situations.

**SECTION 402. COMMUNICATIONS CENTER OPERATIONS**

(a) **CAD System Automated Aids.** Provider shall furnish and maintain their own Automated Aids to support the performance management and oversight of Ambulance Services provided by the Provider. Dispatching hardware, software, and central equipment within the Communications Center shall be provided and maintained by the County. Provider shall be responsible for installing, maintaining and operating their own Automated Aids for managing and positioning of Ambulances and related purposes.

Provider may, at their expense, upgrade, their Automated Aids to ensure technically advanced, efficient, and responsive management of Ambulance Services.

Any Automated Aids shall be installed, managed, and operated by the Provider, and shall not be linked to the County networks or systems unless specifically authorized by the County in writing.

Given the rapid changes in technology, the County may choose to change software providers. In addition, if the Provider desires a connection or interface to the County's system the cost of the implementation, training, administration, and on-going support shall be borne by the Provider. All requests for changes should be presented through the appropriate channels identified by the County.

(b) **Interface with Communications Center.** Both Emergency and Non-Emergency Requests for service shall come directly into the Communications Center. After processing the call, the Communications Center will transfer the information onto the County's CAD system. Upon being provided the County's Dispatch information, the Provider's Personnel shall validate the accuracy of the address given to ensure accurate mapping of the incident on all Requests. Upon completion of the call the Communications Center will update the County's CAD system and the provider shall update data as provided for in section 402(e).

(c) **Priority Dispatch Protocols.** Provider shall comply with the Priority Dispatch Protocols. No Emergency Request or Non-Emergency Request shall be denied response by an Ambulance, and no Patient requesting Transport shall be refused a medically necessary Transport by an Ambulance. Depending upon the nature of the Request, the Priority Dispatch Protocols governing the EMS System's response to each type of service request may include no



Response, a Downgraded Response, or an Emergency Response of either a First Responder, EMR, an Ambulance, or any combination thereof. Provider shall cooperate with the County in developing fully integrated Priority Dispatch Protocols for the EMS System. For interfacility and hospice transport requests received directly by Provider, Provider and Communications Center staff shall coordinate to ensure that the transport is provided without compromising Priority Dispatch Protocols.

(d) **Pre-Arrival Instructions.** Provider shall implement and comply with the Pre-Arrival Instructions for all Requests.

(e) **Integrated Data System.** Database information regarding patient care shall be shared so as to facilitate accurate billing and allow County to carry out Continuous Quality Improvement functions, while maintaining patient confidentiality. Provider must grant County access to Provider's WARDS system data and electronic health records system. Parties acknowledge that the provisions of this section are a material term of the Agreement, and failure to comply can be considered a material breach of the agreement.

(f) **Communications Equipment.** County shall provide to Provider radio equipment as outlined in section 406 of this Agreement. Provider shall be responsible for the installation and cost of all communications equipment necessary for use within Provider's facilities. Provider shall be responsible for coordinating the installation of radio equipment in the Ambulances at the County's expense. All communications equipment shall be programmed in accordance with **Appendix G.**

(g) **Communications Center Procedures.** Provider shall assist the County in the development, improvement, and maintenance of internal procedures within the Communications Center to improve service delivery to the public, and all aspects of the EMS System. County acknowledges that Provider input and participation in procedure development is vital to ensure optimal EMS System performance. Changes to Communications Center procedures shall be reviewed and implemented via the appropriate channels identified by the County.

Provider shall participate in internal Communications Center quality assurance and improvement efforts, in cooperation with the Medical Director, for the purpose of enhancing the communications portion of the EMS System. The Communications Center will cooperate in Provider quality assurance and improvement programs to assist the Provider in enhancing their service delivery portion of the EMS System.

### **SECTION 403. COVERAGE AREAS**

Provider is subject to dispatch for Ambulance Services anywhere within the boundaries of Portage County, irrespective if that area is with the Provider's Primary Service Area or not. Such determination of assignments shall be made by the Communications Center.

Provider shall provide primary Ambulance Services within the area designated as that Provider's Primary Service Area in **Appendix B.** The Provider shall be the Provider primarily responsible for providing Ambulance Services within its primary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below.

Each Provider shall further provide secondary Emergency Ambulance Service within the areas that constitute the balance of the County not included in the Primary Service Area in **Appendix B.** The Provider shall be secondarily responsible for providing Ambulance Services within its secondary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during



Leap Years) basis within the Turnout Times set forth in Section 405 below in the event the primary Provider is unable to respond. The County shall be solely responsible for determining which Provider is Dispatched on a secondary basis, per communications center procedures.

The Provider agrees that this Agreement constitutes a de facto Backup Agreement with all other Providers in Portage County. Such Backup Agreement will be in force so long as this Agreement, and any successor agreement or extension, is also in force.

Provider shall perform Paramedic intercepts regardless of the Primary Service Area if Dispatched, so long as that Provider has been approved by the Medical Director to perform such a task.

**SECTION 404. ON-SCENE SUPPLY CONSUMABLE OR DISPOSABLE EXCHANGE PROGRAM**

When an Emergency Medical Responder in the course of treating or preparing a Patient for Transport employs supplies listed in **Appendix F**, as the same may be amended from time to time, Provider's Personnel shall exchange with that Emergency Medical Responder that same item of supplies from that Provider's on-board inventory on a one-for-one basis. If such supplies are not available, the Emergency Medical Responder group and Provider should make mutually agreeable arrangements to have the supplies delivered, or make pickup arrangements for the supplies. Provider shall be responsible for designing, implementing, and operating an inventory control record-keeping system capable of accurately tracking the quantities of supplies included in the on-scene supplies exchange program, as well as disposable supplies. Replacement of expired items or items lost from Emergency Medical Responder inventories shall not be Provider's responsibility.

**SECTION 405. TURNOUT TIMES AND RESPONSES**

(a) **Turnout Time Measurement.** Turnout Time criteria are set forth in **Appendix E** shall apply. Turnout Time compliance shall be measured and reported to the nearest 100th of 1 percent (.01%) and be determined on both a daily and calendar month basis.

(b) **Emergency Requests, Downgraded Emergency Requests, and Non-Transports.** Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall comply with **Appendix E**. Emergency Requests and Downgraded Emergency Requests resulting in Non-Transport shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

**SECTION 406. EQUIPMENT, FUEL, AND SUPPLIES**

(a) **Capital Expenses.** The County shall provide to the Provider capital equipment as listed below. This list shall be the minimum provided equipment and the County reserves the right to add additional equipment as it sees fit. Should any listed capital equipment need replacement that will be done at the County's expense in accordance with County's capital planning process for EMS. The County shall maintain a replacement schedule that includes the expected useful life for capital equipment and meet with the Provider on an annual basis for a Capital Improvement Plan meeting to discuss capital needs and get feedback from Provider.



**(b) Capital Equipment List**

- i. One (1) ALS level Ambulances that meet the requirements of Chapter 256, DHS 110, and Trans 309.
- ii. One (1) Electrocardiogram per ambulance
- iii. One (1) power lift patient cot per ambulance
- iv. Two (2) portable radios per ambulance to be programmed according to Appendix G
- v. One (1) mobile radio per ambulance to be installed in the ambulance and programmed according to Appendix G
- vi. One (1) laptop per ambulance for use in the ambulance

Any other capital equipment that Provider would like to carry on board the ambulance shall be done solely at the Provider's own expense.

**(c) Fuel.** Provider shall be responsible for filling up ambulances with the correct fuel as needed utilizing the fuel purchasing card provided by the County in accordance with the County's fuel card policies and protocols. All fuel shall be at the County's Expense.

**(d) Operational and Consumable Medical Supplies.** The provider shall utilize the County's ERP system, Munis, to enter requisitions to order necessary operational and consumable medical supplies related to performing the services of this agreement. Unless authorized in writing, no supplies shall be purchased without a valid Purchase Order (PO) number generated by Munis. Supplies ordered without a valid PO number may not be reimbursed and the cost shall be the responsibility of the Provider. All supplies ordered properly shall be at the County's expense.

Other provisions of this Agreement notwithstanding, Provider shall be responsible for furnishing, all necessary facilities, utilities, office supplies, and maintenance of the aforementioned to fulfill their obligations for EMS functions under this Agreement.

**SECTION 407. TRAINING AND CONTINUING MEDICAL EDUCATION**

Provider shall establish and maintain a training program for all employees that teaches proper Patient lifting and movement techniques. Such fitness training program is intended to reduce clinician injuries and increase Patient safety.

**SECTION 408. MEDICAL QUALITY CONTROL**

Provider shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and those established in the EMS Protocols, including any current Continuous Quality Improvement (CQI) Plan as approved by the Medical Director, and shall cooperate with the Medical Director in the monitoring, regulation, and oversight of the EMS System.

Provider shall assist the County in participation in programs such as the American Heart Association Mission Lifeline program, Cardiac Arrest Survivor Team (CAST), Cardiac Arrest Registry to Enhance Survival program, or successor programs by providing clinical services to review cases, analyze and compile data and patient outcome, and submit data and program applications as applicable. Future programs may include focused efforts on heart attack (ST-Elevation Myocardial Infarction), stroke, trauma, or other time sensitive life-threatening patient conditions.



**SECTION 409. MEDICAL CASE REVIEWS**

Medical Case Reviews shall be done in accordance with Chapter 256 of the State of Wisconsin Statutes and DHS 110.

**SECTION 410. PERSONNEL**

(a) **Professional Conduct and Appearance.** The Provider's personnel shall maintain a professional appearance and conduct themselves in a polite and courteous manner at all times while performing work under this Agreement. Provider shall employ properly trained personnel to operate Provider's equipment and Ambulances and to provide Patient care.

(b) **Personnel Qualifications.** All persons employed by Provider in the performance of work under this Agreement shall hold an appropriate license as specified by the Department. Provider shall comply with all applicable federal and state laws and regulations regarding licensing and credentialing.

**SECTION 411. DISASTER ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

(a) **Disaster Assistance.**

During a State of Emergency or Disaster, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work as necessary, informing persons requesting such non-Emergency service of the reason for the temporary suspension.

After the Disaster or State of Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

Provider will also actively cooperate in planning, updating, and following the Portage County Emergency Operations Plan (EOP) or Emergency Response Plan (ERP), including, but not limited to, Senior Management participation in disaster drills, critiques, and providing a representative to the scheduled meetings organized by the Emergency Management Division of the Portage County Sheriff's Office and for drills and activations of Portage County's Emergency Operations Center, at no cost to the County.

(b) **EMS Emergency.** Immediately upon notification by the Communications Center or the EMS Coordinator of an EMS Emergency, Provider shall commit such resources as are necessary and appropriate, and shall assist in accordance with plans and protocols applicable in the locality where the EMS Emergency has occurred. This may include, but is not limited to, additional Ambulances to be staffed immediately to respond to a large scale or mass casualty incident, support staff to deliver medical supplies or assist in the operations of County disasters.

When the EMS Emergency has been mitigated, Provider shall resume normal operations as rapidly as is practical.

During the course of an EMS Emergency, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work, informing persons requesting such Non-Emergency service of the reason for the temporary suspension.

After the EMS Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Turnout Time requirements on a case-by-case basis in accordance with Section 405 hereof.

(c) **Mutual Aid.** Response by the Provider to Emergency Requests shall be performed in accordance with state law and all of the terms and conditions of the Agreement. MABAS agreements are a satisfactory form of mutual aid.



**SECTION 412. ADDITIONAL SERVICES**

(a) **Dedicated Standby.** At the written request of the County, Provider shall provide Dedicated Standby with Ambulances. For mass gatherings or complex medical standby plans, this may include Dedicated Standby for a Disaster. The Provider may also provide Dedicated Standby services to another customer at their own discretion, but will be conducted at no expense to the County.

Ambulances used for Dedicated Standby shall transport patients from the event location to a medical facility, in which case another Ambulance shall be immediately dispatched to resume provision of Dedicated Standby at the special event, although such Dedicated Standby deployment shall not conflict with any other provision of the applicable Operational Plan or this agreement, and shall not cause Provider to call in additional staff on an emergency call-back basis unless the first ambulance has transported a person to a medical facility outside Portage County. At no time shall Patient Transport be delayed by an Ambulance because of a Dedicated Standby.

(b) **Courtesy Standby at Law Enforcement, Hazardous Materials, and Fire Incidents.** Upon request by law enforcement, fire department agencies, or the Communications Center, Provider shall furnish courtesy dedicated coverage at Emergency incidents involving a potential of danger to the personnel of the requesting agency.

(c) **Hospital Bed Delay.** In the event that excessive, recurring bed delays are inhibiting Provider from satisfying its obligations under this Agreement, Provider shall coordinate with the EMS Coordinator and the facility experiencing the bed delays to identify means to lessen the impact of such bed delays.

**SECTION 413. RESERVED**

**SECTION 414. EMERGENCY MEDICAL RESPONDERS**

Provider shall cooperate and coordinate their activities and services with Emergency Medical Responders for the purpose of integrating Provider's services with the EMRs' services. It shall be understood that Provider will assist with periodic training with EMR groups, and with the annual skills lab as set forth by the Medical Director, EMS Coordinator, & EMS Association. Providers shall ensure all EMS Personnel understand local standard operating procedures.

**SECTION 415. PROHIBITED ACTIVITIES**

(a) **On-Scene Collections.** Provider shall not be required to request or accept payment for services rendered at the scene, en route, or upon delivery of the Patient.

(b) **County Operations.** Provider shall not interfere with, hinder, obstruct, or delay any lawful operations conducted by the County.

**SECTION 416. USE OF COUNTY NAME**

Provider shall use the County's ambulance service trade name ("Portage County Emergency Medical Services," or "Portage County EMS"), prominently in all of their Ambulance markings as specified in **Appendix D**, and public information programs, unless agreed to in writing by the County. Provider shall promote, protect, and enhance the reputation and image of the County's service trade name using all methods and efforts possible throughout the term of this Agreement.



**SECTION 417. QUALITY MANAGEMENT AND PERFORMANCE MONITORING**

(a) **Quality Management Principles**. Provider shall apply Quality Management Principles in their efforts to continuously improve Ambulance Services. Provider and the County shall endeavor to apply Quality Management Principles in their collaborative efforts to improve the EMS System.

(b) **Just Culture**. Provider shall establish and maintain a Just Culture framework, to ensure Patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and services; supporting a professional environment and culture that encourages and supports Personnel. Provider shall use Just Culture to understand human error and ensure accountability, consoling, coaching, counseling, remedial training, or corrective action. Provider shall provide training to their Personnel and training materials at no cost to the County.

(c) **Compliance Monitoring and Activity Reporting**. Provider shall cooperate with the County in monitoring their compliance with the requirements of this Agreement. Provider shall issue activity reports and other information as requested by the County. Provider shall issue an annual report at the end of each Fiscal Year by March 1st for the preceding Fiscal Year. In connection with the public information program, Provider shall submit reports to the County, which shall include: (1) program objectives; (2) reports on planned programs; (3) number of citizens receiving CPR certification; and (4) sample news releases, fliers, and public service announcements.

(d) **Customer Satisfaction Survey**. The County may send customer satisfaction surveys to Patients, Emergency Medical Responders, and Health Care Facilities as determined by the EMS Coordinator. Such customer service cards shall be addressed to the County and survey data shall be provided to the Provider.

**SECTION 418. NOTIFICATIONS**

Provider shall notify the Communications Center or EMS Coordinator, upon occurrence, of the following:

- i. Any adverse medical event as defined in **Appendix H**;

**SECTION 419. PUBLIC EDUCATION AND INFORMATION**

(a) **Public Education**. Provider is encouraged to maintain a public education campaign designed to: (1) reduce serious injury and fatal accidents by offering public education programs; and (2) train and assist in training Portage County citizens in first aid, cardiopulmonary resuscitation (CPR), CPR certification training, automated external defibrillator use, child safety seat use, bicycle safety and helmet use, safe living habits for children and senior citizens, and PulsePoint. Provider will support County sponsored professional meetings and public education events.

(b) **Public Information and Community Support**. Provider is encouraged to maintain a comprehensive public information and image campaign designed to: (1) increase public awareness of the EMS System through a public information campaign; (2) increase involvement in community and civic activities within Portage County to increase public image and goodwill.



**SECTION 420. ETHICS AND OTHER TRAINING COMPLIANCE**

(a) **Ethics and Compliance.** Provider shall, at all times, conduct their business and perform their responsibilities under this Agreement in accordance with ethical business practices. Provider further agree to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and to provide services hereunder in compliance with all applicable federal and state statutes and regulations.

(b) **HIPAA Compliance Program.** Provider and the County shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(c) **NIMS Compliance Program.** Provider shall comply with the then current National Incident Management System (NIMS) compliance and training requirements. Provider shall ensure Personnel have completed FEMA IS-700, ICS-100, and ICS-200 or equivalent courses. Provider shall ensure Senior Management have completed FEMA IS-700, FEMA IS-800, ICS-100, ICS-200, ICS-300, and ICS-400 or equivalent courses. Provider shall maintain a copy of course completion for all Personnel.

(d) **Traffic Incident Management Compliance Program.** All EMS Personnel employed by the Provider shall have successfully completed, and comply with, the national Traffic Incident Management Responder Training Program provided by the US Federal Highway Safety Administration, or an equivalent course. Provider shall maintain a copy of course completion for all Personnel.

**SECTION 421. DOCUMENTATION AND ACCESS TO RECORDS**

Provider is responsible for the preparation and maintenance of accurate, complete, legible, and concise medical documentation consistent with the requirements as established by DHS 106. The Provider is responsible to be qualified to provide services, for meeting the program requirements, and to maintain records in accordance with the requirements for the provision of services with Medicare, Medicaid, and other third party providers as a contracted service provider of the County.

The Provider will provide the County's Finance Director and Accounts Receivable Supervisor access to medical records or electronic records system, including WARDS, in order for the County to meet its ongoing responsibilities as a provider with Medicare, Medicaid, and other third party providers.

The County's access to medical records shall be utilized to support the Quality Management and Performance Monitoring in Section 417.

The Provider may appropriately audit any access to medical records or electronic records system by the County and request information regarding such access as the Provider deems necessary.

Provider shall provide pre-billing patient business services to ensure completed and accurate Patient Care Reports are submitted to the County or its contracted billing company. Provider shall implement the business processes as required below and work closely with the County to implement new Medicare, Medicaid, third party insurance or other new requirements, as may be required from time to time, through collaborative meetings that involve Provider's Senior Management and County's staff. The patient business services functions and processes provided by the Provider shall require the following:



- i. When a Non-Emergency Request is received, the request must be screened for medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS). If the Provider clearly determines medical necessity is not met, the Provider shall suggest another means of transportation be utilized and explain to the Requestor that medical necessity for transport by Ambulance has not been met.
- ii. When medical necessity, as defined by the then current regulations of the Centers for Medicare & Medicaid Services (CMS) exists, Personnel must substantiate and document, in the Patient Care Report, the medical necessity for transportation by Ambulance and why transportation by other means was contraindicated.
- iii. For Non-Emergency Requests, Personnel must document in the Patient Care Report, the reason transportation by Ambulance was requested. If there is a conflict between the information obtained by the EMS Dispatcher in CAD call notes, the Patient Care Report or the Physician Certification Statement (PCS) form, documentation of such differences shall be provided in the Patient Care Report or an addendum.
- iv. Provider shall ensure continual compliance with the then current regulations of the Centers for Medicare & Medicaid Services (CMS), Medicaid, private insurance and all other payer regulations as indicated by the County.
- v. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all Non-Emergency Requests. Provider shall ensure all signatures on a PCS form are legible, identifiable, and signed by authorized individual (i.e. only a discharge planner and not a social worker are permitted to sign per CMS regulation).
- vi. Provider shall ensure complete and accurate PCS forms are scanned and made part of the Patient Care Report for all repetitive Patient Transports as determined by CMS. Provider shall ensure a medical doctor signs the PCS form for all repetitive patients and that the signature is legible, identifiable, and signed by authorized individual.
- vii. Personnel shall obtain pre-authorization, as required, for Non-Emergency Requests.
- viii. Personnel shall obtain all required signatures to ensure Patient Care Report is completed for Transports following the County's then current requirements and ensure refusal and witness signatures are obtained for Non-Transports.

**SECTION 422.      EMS CENTRAL SUPPLY OVERSIGHT**

The Provider shall establish and maintain adequate inventory control policies and procedures.

**SECTION 423.      EMS LICENSE COSTS**

The Provider shall be responsible for the costs of the Wisconsin EMS license issued to the provider issued by the Department of Health Services.

**ARTICLE V  
RESERVED**



**ARTICLE VI  
INSURANCE AND INDEMNIFICATION**

**SECTION 601. INSURANCE REQUIREMENTS**

Provider shall maintain at all times during the term of this Agreement insurance in accordance with **Appendix C** by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best Financial Strength Rating of B-. If no AM Best rating is available, the insurance company may have a rating from another rating agency that is reasonably equivalent to or better than an AM Best Financial Strength Rating of B- (Fair/Adequate ability to meet obligations). Provider shall supply a Certificate of Insurance (COI) to the County within 30 days after execution of this Agreement.

**SECTION 602. HOLD HARMLESS & INDEMNIFICATION**

Provider agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the County from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of Provider, its employees, officers, agents and representatives in the performance of this Agreement.

County agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the Provider from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of County, its employees, officers, agents and representatives in the performance of this Agreement.

**ARTICLE VII  
COMPENSATION AND OTHER FINANCIAL PROVISIONS**

**SECTION 701. COMPENSATION**

Each month, the County shall pay to Provider for the provision of Base Services an amount equal to the Base Amount as set forth in **Appendix A**. In addition, the County shall pay approved reimbursement costs for Disaster Services and EMS Emergencies as outlined in section 703. From the total of the Base Amount and the Reimbursement Amount for Disaster Services and EMS Emergencies. The resulting figure shall be Provider's Compensation hereunder.

Payment of the Compensation shall be made after receipt and acceptance by the County of an invoice for services rendered during the preceding calendar month. Such invoices shall itemize the Base Amount, the Disaster Services and EMS Emergencies reimbursement amount.

**SECTION 702. ADDITIONAL SERVICES**

For Additional Services rendered by the Provider, the following conditions shall be met:

**(a) Contracted Dedicated Standby.** Provider may provide Dedicated Standby for which they contract directly with a third party, at no cost to the County, provided such service does not materially interfere with the Provider fulfillment of their obligations under this Agreement.

Provider shall collect for such services without utilizing the County's billing procedure. Provider shall report all fees collected to the County as an offset of expenses outlined in Appendix A.



Provider shall charge fees in an effort to cover any expenses for providing the contracted standby services.

**SECTION 703.      REIMBURSEMENT FOR DISASTER ASSISTANCE AND EMS EMERGENCY**

At the conclusion of Disaster assistance or EMS Emergency, as described in Section 411(a) and (b) hereof, Provider shall determine their additional costs incurred in the course of rendering such Disaster or EMS Emergency assistance, and shall present such cost statement to the County for review, acceptance, and reimbursement. The cost statement associated with rendering aid under Disaster or EMS Emergency conditions shall be based solely upon the additional costs incurred by Provider in the course of rendering such assistance, and shall not include costs of maintaining production capacity that would have been borne by Provider to meet normal service requirements if the Disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of additional costs shall be made relative to Provider performance during Disaster or EMS Emergency conditions.

During periods of Disaster or EMS Emergency, and in accordance with a plan proposed by Provider, approved by the County, and coordinated with the County's Emergency Operations Plan or Emergency Response Plan, the County and Provider shall supply, and continuously re-supply as necessary, oxygen and medical supplies to designated disaster sites, treatment areas or public shelters which are designated by the County. Provider shall position one Ambulance at each of the public shelters designated by the County as a "special needs" shelter. The County shall supply shelter medical supply carts and oxygen tank racks to support the Provider's distribution of medical supplies and oxygen cylinders to disaster sites, treatment areas or public shelters. Provider shall operate Disaster and Specialty Response Units, including medical ambulance buses, to assist First Responders and affect the orderly evacuation and sheltering of citizens. Provider shall transport special needs or bed bound Patients by Ambulance per the procedures established in the CEMP. Provider will assist the County in managing the inventory and performing stock rotation of medical supplies of County's Disaster and Specialty Response Units disaster response vehicles.

**SECTION 704.      AUDITS AND INSPECTIONS**

During the term of this Agreement, the County may perform or arrange to have performed, an audit of the Provider's policies, procedures, and records that relate to the performance of the Provider under this Agreement to ensure compliance with this Agreement upon at least 10 business days' notice. Notwithstanding the foregoing, the parties agree that County may perform or arrange to have performed an audit at any time, in the event of (i) audits required by another governmental or regulatory authority, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) the County reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to County operations.

Provider shall retain all records pertaining to this Agreement for a period of at least seven (7) years after final payment is made.



The County's representatives may at any time, with reasonable notification and without disrupting already scheduled observations, directly observe Provider's operation by riding as "third person" on any of Provider's Ambulances at any time, provided, however, that the County's representatives shall conduct themselves in a professional and courteous manner, shall have completed all training required by law to ride aboard an Ambulance as an observer, shall not interfere in any way with Personnel in the performance of their duties, shall at all times be respectful of Provider's employer/employee relationships, and shall comply with any other necessary and reasonable requirement by the Provider.

The Provider is liable for any amount of an audit adjustment or disallowance plus penalties attributed to the County by the federal government or the Department as required by any agreements or certifications to bill for Provider services in accordance with section DHS 106.09, Wis. Admin. Code for any intentional, deliberate, or malicious actions taken by the Provider or Provider's staff.

**SECTION 705. FISCAL NON-FUNDING**

Notwithstanding any other provision of this Agreement to the contrary, in the event that the County loses its levy limit exemption for a Countywide Emergency Medical System under 66.0602(3)(e)6 of the Wisconsin Statutes, and sufficient budgeted funds are not available for a new fiscal year, the County shall notify Provider in writing within five (5) days of the determination of such occurrence, and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the County.

**SECTION 707. RESERVED**

**SECTION 707. NOT TO EXCEED CAP**

Any and all compensation or reimbursement of any kind to the Provider provided for in this Article VII or elsewhere in this Agreement, in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County Board of Supervisors' budgetary process for services or reimbursement to the Provider provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County Board of Supervisors to utilize the emergency powers of chapter 323 of the Wisconsin Statutes to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the parties that the County may not compel the Provider to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.



**ARTICLE VIII  
EVENTS OF DEFAULT**

**SECTION 801. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default on the part of Provider:

**(a)** The failure or refusal by any Provider to substantially fulfill any of their obligations in accordance with this Agreement, when such failures do not create a public health or safety emergency. However, no such failure or refusal shall constitute an Event of Default unless and until:

- i. The County has given prior written notice to Provider specifying that a default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Provider;
- ii. The Provider either has not corrected such default, or has not initiated reasonable steps, as determined by the County, to correct the same within thirty (30) days from the date of such notice and thereafter does not continue to take reasonable steps, as determined by the County, to correct such default.

**(b)** Persistent and repeated failures or refusals by a Provider to substantially fulfill any of their obligations in accordance with this Agreement, or failure or refusal by a Provider to substantially fulfill any of their obligations in accordance with this Agreement that constitute a public or safety health emergency, shall, notwithstanding the notice and cure provisions pursuant to subparagraph a above, constitute an immediate Event of Default.

**(c)** The final adjudication of a Provider as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Provider or until the order of adjudication is no longer able to be appealed.

**(d)** In the event of a strike, work stoppage, slow down, or any other labor disruption, which causes failure of a Provider to substantially fulfill any of their obligations in accordance with this Agreement, the County, in its sole discretion, may immediately terminate this agreement without penalty to the County. Such disruption on the part of the Provider's workforce shall constitute a default on the part of the Provider.

**SECTION 802. EFFECT OF EVENT RESULTING IN TERMINATION**

Failure of a Provider to substantially fulfill any of its obligations in accordance with this Agreement, considered an Event of Default, shall be considered a material breach of the Agreement and shall be cause for the County, at its sole discretion, to immediately terminate this Agreement without penalty to the County as to that Provider.

**(a)** In the event of termination, other than for fiscal non-funding pursuant to Section 712, Provider agree to continue operations until either (i) the expiration of ninety (90) days, or (ii) the date on which a new party is substituted for Provider as hereinafter provided, whichever occurs first. During such period, the County shall continue to be obligated to make payments to Provider in accordance with Article VII hereof, and Provider shall continue all operations and support services in accordance with the terms of this Agreement.

**(b)** If this Agreement is terminated pursuant to this Article VIII, or expires pursuant to Article IX, Provider shall cooperate with the County or any other party providing ambulance transport service by providing reasonably necessary assistance to ensure uninterrupted



Ambulance Services during the transition from the Provider to a new service provider at no additional cost to the County.

## **ARTICLE IX TERM**

### **SECTION 901. TERM**

The initial term of this Agreement shall be for 48 months, commencing January 1, 2020 and terminating at midnight, December 31, 2023.

Should the County and the Provider fail to mutually approve a successor agreement by December 31, 2022, the County shall have the right to pursue other providers to provide EMS services within the County.

Should the County and the Provider fail to mutually approve a successor agreement, and the County does not pursue an alternative provider, this Agreement shall automatically continue until December 31<sup>st</sup> of the following year while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.

### **SECTION 902. AMENDMENTS**

Other provisions of this Agreement notwithstanding, nothing herein should be construed to prevent the County and the Provider from discussing and potentially agreeing upon any mid-Agreement amendments or ancillary agreements related to this Agreement. A possible reason for mid-Agreement amendment or ancillary agreement related to this agreement includes, but is not limited to, the state of Wisconsin requiring a transition to a two-paramedic system at any point during the life of this agreement. Also, should the enactment of any federal or state law or regulation impact the health insurance of a provider during the life of this agreement, the county agrees to meet and negotiate the impact and effect of these changes to ensure that any unanticipated healthcare costs arising from such an enactment do not place financial burden on the provider. This does not include non-mandated changes such as electing to change health insurance plans during the life of this agreement. Any costs associated with a mid-agreement amendment or ancillary agreement related to this agreement will be accounted for in the next county budget cycle and/or during the interim period leading up to county budget adoption so that neither providers or the county are put at a fiscal disadvantage for reasons outside of their control. Any such discussions in and of themselves shall in no way abrogate the provisions of this Agreement or any portion herein. Should any discussions fail to reach an agreement, the existing provisions of this Agreement shall continue unabated.



**ARTICLE X  
MISCELLANEOUS**

**SECTION 1001.     ASSIGNMENT AND SUBCONTRACTING**

Provider shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this Section 1001 shall, at the option of the County, terminate the Agreement and shall not convey any rights to the assignee.

Provider are fully responsible for completion of the Services required by this Agreement. Provider shall not subcontract any work under this Agreement, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**SECTION 1002.     PROVIDER OPERATIONS**

Other provisions of this Agreement notwithstanding, the County recognizes that it does not exercise control over the daily operation of the Provider regarding individual manpower assignments, terms, benefits, or conditions of employment established by a collective bargaining agreement, or duties and obligations of any Village of Plover board or commission, nor is the County bound by them.

**SECTION 1003.     NOTICES**

Unless otherwise specified, all notices, consents, and agreements required or permitted by this Agreement shall be in writing, and shall be addressed as follows:

To Portage County:	Portage County Sheriff's Office Attn: EMS Coordinator 1500 Strongs Avenue Stevens Point, Wisconsin 54481-3542
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To the Village of Plover:	Village of Plover Fire Department Attn: Fire Chief PO Box 37 Plover, Wisconsin 54467
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**SECTION 1004.     ENTIRE AND COMPLETE AGREEMENT**

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

**SECTION 1005.     OTHER DOCUMENTS**

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.



**SECTION 1006. APPLICABLE LAW**

The laws of the State of Wisconsin shall govern the validity, interpretation, construction, and performance of this Agreement.

**SECTION 1007. OPEN RECORDS LAW**

Pursuant to Wisconsin's Open Records Law, sections 19.21, *et. seq.*, Wis. Stats., Provider shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- ii. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in section 19.35, Wis. Stats., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**SECTION 1008. WAIVER**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by another Party and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 1009. SEVERABILITY**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**SECTION 1010. INDEPENDENT CONTRACTORS**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.



**SECTION 1011. HEADINGS**

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

**SECTION 1012. CONTRACT DISPUTE RESOLUTION**

Provider and the County will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be resolved between the parties through negotiation may then be resolved through commencement of a legal action in the Circuit Court for Portage County, Wisconsin. Each Party consents to jurisdiction over it by such a court.

**SECTION 1013. COUNTERPARTS**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**SECTION 1014. SURVIVAL**

The following provisions shall survive the expiration or termination of the Term of this Agreement: Article VI and Sections 801, 802, 1006 and 1007 (and others which by their nature would survive).

**SECTION 1015. CONFLICT OF INTEREST**

(a) The Provider represents that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Provider during the agreement term and any extensions; and during the term of this Agreement.

(b) The Provider shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Provider are in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Provider. The County agrees to notify the Provider of its opinion within ten (10) calendar days of receipt of notification by the Provider, which shall be binding on the Provider.

**SECTION 1016. NO THIRD PARTY BENEFICIARY**

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**SIGNATURE PAGES IMMEDIATELY FOLLOW**

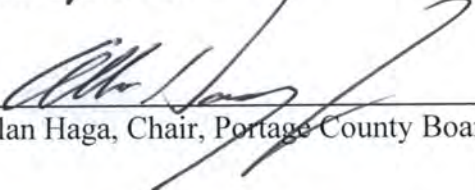


IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized offices, have caused this Agreement to be executed on this 30th day of August, 2019.

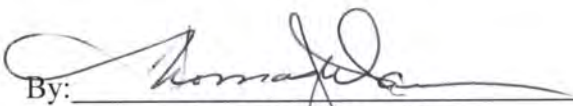
**FOR PORTAGE COUNTY:**

By:  8/30/19  
Chris Holman, County Executive Date

By:  8/30/19  
Mike Lykas, Sheriff Date

By:  8/30/19  
Alan Haga, Chair, Portage County Board of Supervisors Date

**FOR THE VILLAGE OF PLOVER:**

By:  8/30/19  
Tom Davies, Village President Date

By:  8/30/19  
Dan Schlutter, Chair of Police and Fire Commission Date

By:  8/30/19  
Dan Mahoney, Village Administrator Date

By:  8/30/19  
Mark Deaver, Fire Chief Date



**APPENDIX A**  
Compensation Schedule

The compensation provided to the provider in this section shall be used for expenses for staffing and associated expenses, to include wages, fringes, benefits, medical malpractice, uniforms, and training less any revenues received. The share of utilities specific to EMS is also covered as part of the compensation. The County shall provide all the operational expenses as outlined in section 406.

Cost overruns to each annual budget of \$1,000 or greater will be paid by the County at the rate of 70%, with the Provider paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit. Excess funds will be returned to Portage County to be placed in the EMS fund for the sole purpose of system improvement. The County shall receive expense reports by the last day of the previous month. The Provider shall inform the County if they anticipate an overrun prior to the overrun occurring.

Plover

2020: \$661,679  
2021: \$678,221  
2022: \$695,177  
2023: \$712,556

Payments shall be made to the Provider in accordance with Article VII of this Agreement.



**APPENDIX B**  
Coverage Areas

**Emergency Service Number (ESN) Areas.** Portage County has established ESNs in conjunction with their 9-1-1 service provider and Portage County Planning and Zoning Department. Each ESN represents an area of Portage County where emergency service Provider (including Ambulances) are specified for dispatch to employees of the Communications Center. Portage County Ambulance coverage areas are based on ESNs, and a Provider is assigned a series of ESNs for their primary response area as indicated in **Section 403**.

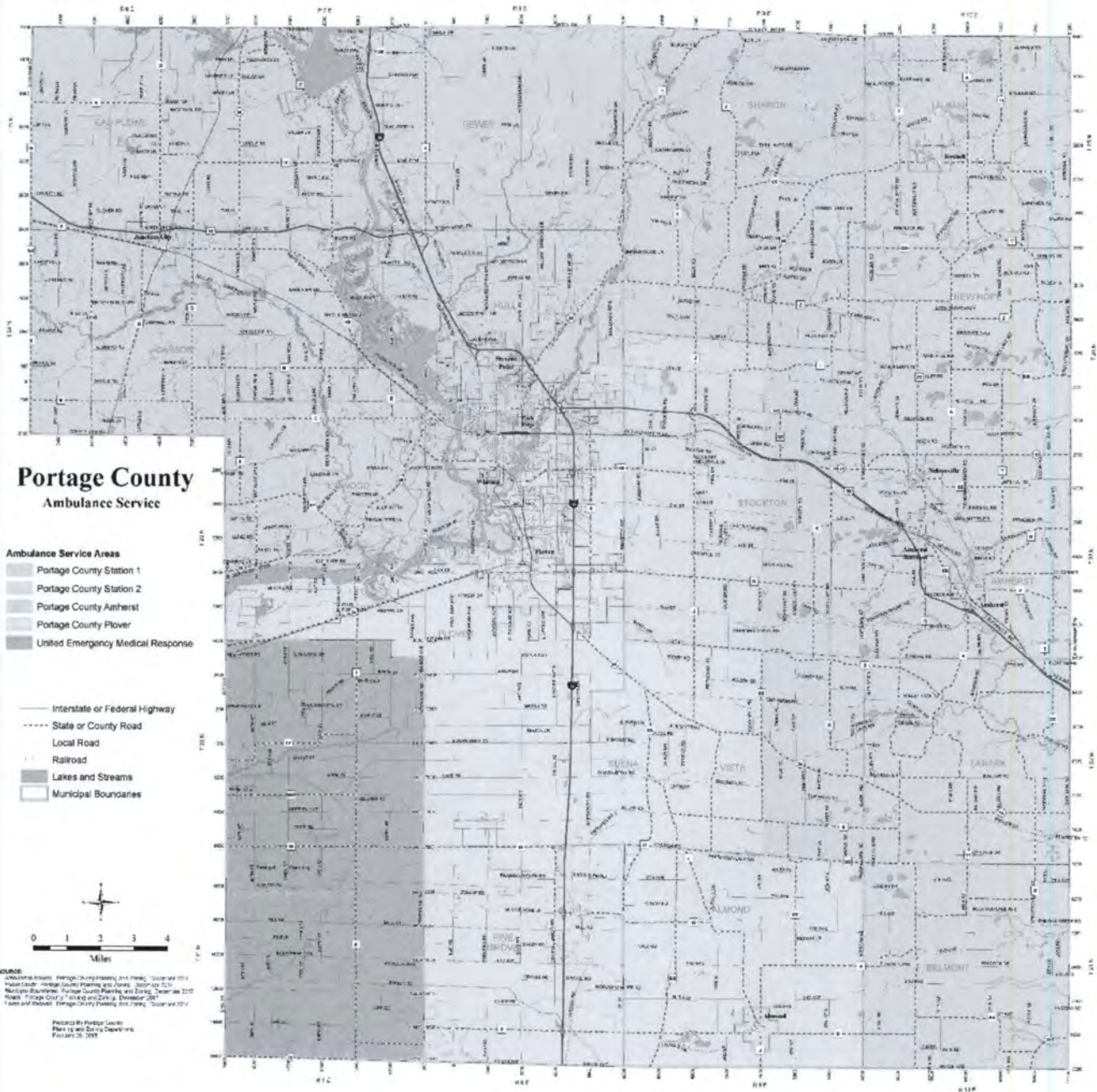
Portage County is solely responsible for the establishment and maintenance of ESNs. Any change in ESNs affecting Ambulance primary response areas shall be implemented upon mutual agreement of Portage County and the Ambulance Service Provider assuming additional territory after such change. No change to ESNs which reassigns primary response area shall be made without the written agreement of the municipality within which such ESNs exist. Ambulance Service Provider experiencing a reduction in primary response area responsibilities shall not suffer a reduction in compensation for the duration of this Agreement until such time as it is modified or renewed.

<u>Provider</u>	<u>Primary Service Area ESNs</u>
Stevens Point	172, 174, 175, 176, 177, 178, 179, 189, 190, 191, 192, 193, 194, 211, 214, 215, 216, 217, 218, 219, 220, 221, 223, and 224
Plover	171, 196, 197, 198, 199, 207, 208, 209, 212, and 222
Amherst	173, 180, 181, 182, 183, 184, 185, 186, 187, 200, 201, 202, 203, 204, and 206
United Ambulance	195, 210, and 213

The reference to other Providers' Primary Service Areas in this Agreement is for ease of reference and does not constitute a part of this Agreement.

## Annex B (Continued) Coverage Area Map

This map is included to assist in visualizing the ESNs listed above, and for ease of reference. It does not constitute a part of this Agreement.





## APPENDIX C Insurance Requirements

### Commercial General Liability

- \$1,000,000 per occurrence
- \$1,000,000 Products liability and completed operations
- \$2,000,000 General Aggregate
- \$1,000,000 Personal and advertising injury

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

### Medical Malpractice Insurance

- Maintain medical malpractice insurance as required by Wisconsin Statutes, but shall be for a minimum amount of \$2,000,000

Portage County is to be listed as an additional insured on a primary and non-contributory basis.

### Workers Compensation

- Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. A program of self-insurance in which the Provider assumes responsibility for its own worker's compensation risk and payment shall also satisfy this requirement.

**APPENDIX D**  
Fleet Specifications

1. Ambulance Specifications. County shall provide ambulances that meet requirements specified by law or administrative rule as to specifications, medical equipment, supplies, and sanitation as specified under section 341.085 of the Wisconsin Statutes, and chapter Trans 309 of the Wisconsin Administrative Code.

2. Any Ambulance that fails to maintain the standards listed above, or should any Ambulance be found to no longer be in compliance with those standards, shall immediately be taken Out-of-service and repaired or the deficiency otherwise corrected as soon as practical. The staffing standards found in **Appendix E** shall be maintained. No ambulance shall be operated in a deficient condition.

3. Trade Name. Ambulances shall prominently display the Portage County trade name on each Ambulance as specified below. Lettering shall be no less than six inches in height, in contrasting colors with the vehicle background. Drawings or other renderings of such Ambulance lettering shall be approved by the County prior to that Ambulance being put into service. Trade name lettering shall be maintained in a professional fashion. Portage County may modify these requirements to conform to particular and individual circumstances at their own discretion.

a. "PORTAGE COUNTY" shall be displayed on each side (left and right) of the Ambulance in the upper 1/3 of the height of the vehicle.

b. "PORTAGE COUNTY" or "PORTAGE CO. EMS" shall be displayed on the front and rear of the Ambulance in the upper 1/3 height of the vehicle.



**APPENDIX E**  
Operational Capacity Requirements

Assets Required

Turnout Time

- a. One (1) Primary ALS Ambulances 180 Seconds
1. All ALS Ambulance provided, staffed, and operated under this Agreement shall provide Paramedic level services.
  2. Provider's Turnout Time to Emergency Requests and Downgraded Emergency Requests shall be within the limits specified above, eighty-eight (88.00%) percent of the time or greater, as provided for in **section 405**. Provider and County will mutually agree upon method for documenting turn out time.
  3. Emergency Requests include Downgraded Emergency Requests.
  4. The Provider shall provide full-time dedicated staffing for the primary Ambulances.
  5. Turnout Time standards for secondary ambulances are in specific recognition that the Provider may need to provide staffing from other on-duty assets and reassign them to an Out-of-service Ambulance in order to staff that Ambulance.
  6. Except as specified herein, the Provider may provide additional ambulances and other EMS vehicles at their own expense. Such vehicles may include Reserve Ambulances, staff vehicles, EMS personnel staffing fire apparatus, and other response vehicles. These vehicles shall not be governed by or included in these Turnout Time standards.
  7. All non-transports shall be reviewed by the Medical Director and determined if they meet the established protocols set forth by the Medical Director.

**APPENDIX F**  
On Scene Supplies Exchange

This list is intended to cover the usual, customary, and medically necessary items used by Emergency Medical Responders as approved by the EMS Coordinator and Medical Director, and is not intended to be all-encompassing.

Albuterol  
Alcohol Pads  
Aspirin  
BVM – Adult or Pediatric  
Chest Seal  
Cling  
Coban  
Cold Packs  
CPAP  
Defibrillator Pads  
Epinephrine Kit  
Emergency Blanket  
Emesis Bag  
Gloves and Other PPE  
Glucagon  
Hand Sanitizer  
Hot Packs  
IM Syringe – 1cc  
Ipratropium Bromide (Atrovent)  
Lancets  
Narcan with Atomizer  
Nasal Cannula – Adult or Pediatric  
Nasopharyngeal Airway  
Needle – 22g Straight  
Nebulizer Mask – Adult or Pediatric  
Non-Rebreather Mask – Adult or Pediatric  
OB Kit  
Oral Glucose  
Oropharyngeal Airways  
Procedure Masks  
Saline or Sterile Water Bottle  
SAM Splint  
Supraglottic Airway  
Tape  
Tourniquet  
Trauma Dressings and Bandages  
V-Vac Replacement Cartridge



## APPENDIX G Radio Programming

Provider shall ensure that their mobile and portable radios are properly programmed with the following radio frequencies, at a minimum. Provider may program them in any order or configuration that they find convenient and efficient.

### Portage County Radio Channels

1. Portage County Paging
2. Portage County Public Safety 1
3. Portage County Public Safety 2

### Wisconsin Mutual Aid Channels

1. Mutual Aid Regional Channel 1 (MARC 1)
2. Mutual Aid Regional Channel 2 (MARC 2)
3. Mutual Aid Regional Channel 3 (MARC 3)
4. Mutual Aid Regional Channel 4 (MARC 4)
5. Interagency Fire Emergency Radio Network (IFERN)
6. Interagency Fire Emergency Radio Network 2 (IFERN 2)
7. State EMS Advanced (EMS A)
8. State EMS Basic (EMS B)
9. State EMS Coordination (EMS C)
10. Fireground Red
11. Fireground White
12. Fireground Blue
13. Fireground Gold
14. Fireground Black
15. Fireground Grey
16. VHF Calling (VCALL10)
17. VHF Tactical 11 (VTAC 11)
18. VHF Tactical 12 (VTAC 12)
19. VHF Tactical 13 (VTAC 13)
20. VHF Tactical 14 (VTAC 14)

Specifications for Portage County radio channels can be found in the Portage County Public Safety Communications Plan.

Specifications for the State of Wisconsin radio channels can be found in the State Plan for Mutual Aid Communications Frequencies.

Usage and assignment of radio channels shall be governed by the appropriate and current communications Rules and Regulations.

**Appendix H**  
Adverse Medical Events

Adverse medical events include:

1. Any event, not primarily related to the natural course of the patient's illness or underlying condition, that affects a Patient and results in the Patient's death, permanent harm, or severe temporary harm, including, but not limited to:
  - a. Any deviation from the EMS Protocols.
  - b. Medication or procedural errors.
  - c. Vehicular collisions involving a Provider's Ambulance.
  - d. Provider equipment malfunctions.
2. Any action taken by EMS Personnel which is subject to enforcement actions as listed in section DHS 110.54 of the Wisconsin Administrative Code, chapter 256 of the Wisconsin Statutes, or other related law, administrative rule, or local ordinance.
3. Any event that results in patient death or harm, implicates the EMS System, and is likely to become a news story or otherwise gain negative public attention.
4. Any event that the Provider believes should be reported for safety or other professional reasons.

It is agreed by all Parties that this list may be updated from time to time upon the mutual agreement of the ALS Providers, Medical Director, and the County.