

**PORTAGE COUNTY AMBULANCE SERVICE PROVIDER AGREEMENT
WITH THE CITY OF STEVENS POINT AND THE AMHERST FIRE AND SAFETY COMMISSION FOR
2013-2015**

THIS AGREEMENT is made and entered into by Portage County, a quasi-municipal corporation under the laws of the State of Wisconsin (hereinafter the "County"), the City of Stevens Point, a Wisconsin municipality (hereinafter the "City"), and the Amherst Fire and Safety Commission, a lawfully organized municipal commission (hereinafter "Amherst"). The County is contracting for emergency medical services from the City and Amherst. The County has oversight and managerial control of the Portage County EMS system for the sole purpose of administering the contract and insuring compliance with the contract articles through the Portage County EMS Oversight Board, hereinafter referred to as "Board". The County does not exercise control over the daily operations of the service providers' regarding individual manpower assignments, terms, benefits, rights or conditions of employment established by a collective bargaining agreement, or duties and obligations of any City or Amherst Board or Commission.

The parties agree that a sub-committee of the Board shall be the Board Technical Team. This team is referred to throughout this contract and charged with accomplishment of various tasks, subject to the direction, supervision and control of the Board. The current membership on this team includes: Portage County Emergency Management Director, Portage County EMS Coordinator, Stevens Point Fire Chief, Stevens Point Assistant Fire Chief – EMS, Amherst Fire District Assistant Chief/EMS, Portage County EMS Medical Director, the Dispatch Managers, and Stevens Point Police and Fire Commission Liaison. The Board may appoint additional members to this team as they feel necessary and appropriate. These individuals must have technical competency or practical experience in the field of emergency medical services. The actions of the Board technical team must be affirmed by affirmative action of a majority of the Board during a properly noticed public meeting of the body with a quorum present.

RECITALS

Whereas, the County coordinates overall the EMS system and has elected to utilize member municipal providers under intergovernmental agreements under authority of s. 66.0301 Stats; and

Whereas as the system consists solely of municipalities, there is transparency and accountability for the system to all citizens of Portage County, in accordance with Chapter 256 of Wisconsin Statutes, 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 concur with EMS Oversight Board on the need for continuous improvement of the Emergency Medical System throughout the county with the goals of proper staffing, better integration, improved staffing and dispatch service, with the long-term goal of improving performance and system flexibility.

AGREEMENT

Now therefore, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the County, City and Amherst agree as follows:

A. EMS TO BE PERFORMED BY THE CITY:

1. Level of Service:
 - a. Emergency Medical Technician - Paramedic service shall be the primary level of care for the staffed two (2) units.
 - b. Service will be continuously provided, seven days per week, twenty-four hours per day.
2. Staffed Ambulances:
 - a. City agrees to staff and operate two (2) ALS ambulances 24/7/365 for the duration of this agreement.
 - b. The City will deploy the third and fourth ambulances provided by this contract on an on-call basis staffed with trained on-duty firefighter/paramedics to respond to 911 emergency calls as part of this agreement. The City will deploy the fifth ambulance provided by this contract by calling back to work off-duty firefighter/paramedic personnel on overtime per the call back provisions of the current collective bargaining agreement between the City and Firefighters Union Local 484.
3. Area of Service:
 - a. Emergency ambulance service shall be provided to all requests for emergency medical services within the boundaries of Portage County, or by mutual aid agreement outside the corporate limits of Portage County.
 - b. Local and out of County patient transfer services can be provided by an on-duty City ambulance based on the degree of patient need and current call load.
 - c. Non-emergent initiated inter-facility transfers will be handled per protocols to be developed and monitored by the Board tech team and to be approved by the Board.
 - d. The City will continue to work with the Board Tech Team to maintain a deployment strategy that allows both services to achieve the Performance Benchmarks established in item I of this agreement pursuant to the established plan.
 - e. For the term of this contract, a City ambulance will be deployed outside the normal City boundaries per the plan approved by Board no less than 40 hours per week.
 - f. Prior to execution of this agreement, a Memorandum of Understanding (MOU) will be formalized by the City with the Village of Plover to provide a secure work area and operational facilities for the deployment of an ambulance.
4. Coordination of the countywide system is subject to the final approval of the County and the Board. Contractual Service providers (City, Amherst) will report directly and only to the Board for purposes of administering this contract. The service providers will follow the direction they receive from the Board for the same purpose. The City and Amherst remain the sole employers of the service providers they hire and maintain.
6. The City will provide support as requested by the Board and/or EMS Coordinator to the emergency medical first responders system.
7. The City will assist the Board and EMS coordinator in the continuation of the consumer education program for Portage County citizens to increase the awareness of and to improve the use of emergency medical services.
8. The City will assist the Board and EMS coordinator in the continuation of patient satisfaction program.

B. EMS TO BE PERFORMED BY AMHERST:

- 1) Level of Service:

- a) One Intermediate level ambulance unit will be staffed 24/7/365 for the duration of this agreement by Amherst. Amherst will employ and provide a supervisor for its EMS operations.
 - b) EMS Service will be continuously provided, seven days per week, twenty-four hours per day.
- 2) Area of Service:
- a) Emergency ambulance service shall be provided to all requests for emergency medical services within the boundaries of Portage County, or by mutual aid agreement outside the corporate limits of Portage County.
- 3) Amherst will continue to work with the Board Tech Team to maintain a deployment strategy that allows both services to achieve the Performance Benchmarks established in this agreement.
- 4) Coordination of the countywide system is subject to the final approval of the County and the Board. Contractual Service providers (City, Amherst) will report directly and only to the Board for purposes of administering this contract. The service providers will follow the direction they receive from the Board for the same purpose. The City and Amherst remain the sole employers of the service providers they hire and maintain.
- 5) Amherst will provide support as requested by the Board and/or EMS coordinator to the emergency medical first responder system.
- 6) Amherst will assist the Board and EMS coordinator in the continuation of the consumer education program for Portage County citizens to increase the awareness of and to improve the use of emergency medical services.
- 7) Amherst will assist the Board and EMS coordinator in the continuation of the patient satisfaction program.

C.LICENSE

Under the direction of the Board the Portage County EMS system operates under two licenses'; 1- Portage County/City of Stevens Point, 2-Portage County/Amherst Fire District..

D. LEGAL AUTHORITIES

It is not intended by the terms of this agreement to abrogate or limit the statutory responsibilities of the Portage County Board of Supervisors, City of Stevens Point, Stevens Point Police and Fire Commission as set forth in s. 62.13 Wis. Stats., or the Amherst Fire and Safety Commission as set forth in s. 61.65 Stats.

E. EMS COORDINATOR

Portage County will employ/contract, supervise and direct a person to fill the position of EMS Coordinator. The coordinator will provide staff support to the Board under the direction of the County Emergency Management Director that includes: license review, training and policy support for the Portage County EMS first responder program, and oversight of service providers' compliance with the systems' performance benchmarks.

F. ADMINISTRATION OF SERVICE

- 1. Meetings
 - a. The City Assistant Chief of EMS or Designee and the Amherst Ambulance Service Director, or designee shall attend the monthly Board meeting.

- b. A designee of each ambulance service will attend the bi-monthly meetings of the Portage County EMS Association.
 - c. During the term of this contract, there will be an Annual Joint EMS meeting of County, City and Amherst governing officials for EMS to review the performance of the services and to review statistical and financial reports. The meeting shall take place during the first quarter of each year.
2. Report Requirements from the City and Amherst to Board.
- a. A written quarterly and annual activity report will be provided by each ambulance service provider.
 - b. A verbal and/or written monthly activity report may be provided to the Board by the Service Directors or their designees.
 - c. A written monthly financial report will be provided to the County by the City and Amherst in a format as designated by the County.
 - d. A semi-annual financial report to include a printout of the EMS budget, as well as a comprehensive annual financial report will be provided to the Board in a format as designated by the County. The reports shall include an accounting of all non-lapsing accounts i.e. FAP (Financial Assistance Program).
 - e. The annual personnel roster listing all staff assigned to ambulance service, hire dates, ambulance-related certification and training records, will be provided to the Board, EMS Coordinator and Emergency Management Director as a component of the annual report.
3. Reporting Requirements from County to City and Amherst
- a. A comprehensive annual fiscal report showing all revenues and expenditures. This shall also include, but is not limited to, all tax levy impact components and all non-lapsing County accounts i.e. Ambulance Reserve Fund Balance.
4. Points of Contact.
- a. The contract parties (County, City, and Amherst) shall designate a staff person to serve as the official point of contact/liaison with the Board for purposes of staff support, to review EMS issues, to ensure compliance with the contract, and the achievement of contract performance requirements. The names, addresses and phone numbers of the point of contact will be mutually exchanged by the parties and provided to Board annually.
5. Dispatch.
- a. During the period of this agreement, the Board technical team, the City, and Amherst will continue to utilize emergency medical dispatch protocols as well as study other methods to enhance dispatch services and protocols that may lend to improvement in the response times and response quality of the service providers. Methods to be studied may include but are not limited to include co-location of city and county dispatch services, joint dispatch service, or combination thereof.

G. MUTUAL AID AGREEMENTS

The City and Amherst will enter into and maintain mutual aid agreements with the following ambulance services:

- | | |
|----------------------------|-----------------------------------|
| Waushara County EMS | Waupaca Area Ambulance |
| Marshfield Area Ambulance | United Emergency Medical Response |
| Wisconsin Rapids Ambulance | Mosinee Ambulance |
| Iola Ambulance | Wausau EMS |

H. RATES, BILLING, AND COLLECTION

The County Public Safety/Emergency Management Committee shall review and set the base rate and fees annually, upon study, advice and recommendation of the Board. These rates will be transmitted to the contract billing service for implementation.

1. County will contract with a third party billing service to collect all system fees.
2. The City and Amherst will forward all information needed for a third party to successfully operate the contract billing service. The information will go directly to the third party billing service designated by the County.

I. PERFORMANCE BENCHMARKS

Mutually developed system-wide performance benchmarks designed to provide accurate measure of the effectiveness and efficiency of the EMS program will be continued during the term of this contract. From time to time, the Tech Team may recommend changes for consideration and possible adoption by affirmative motion of the Board. Benchmark topics include clinical excellence, patient satisfaction, response time reliability, operational safety, and system organization that support a culture of cooperation and mutual support. During the term of this contract the services will participate in the Cardiac Arrest Survival Team program (CAST).

J. REIMBURSEMENT BY THE COUNTY TO THE CITY AND AMHERST FOR 24/7/365 SERVICES.

REIMBURSEMENT TO THE CITY OF STEVENS POINT

1. During the period of this contract the County shall follow the reimbursement schedule shown below to reimburse the City for 14 firefighter/paramedics and one Assistant Fire Chief-EMS positions and EMS related costs:

2013	Contract Amount \$ 1,800,750.00
2014	Contract Amount \$ 1,854,773.00
2015	Contract Amount \$ 1,910,416.00

2. Budget Cost Overruns -Cost overruns to each annual budget of \$1000 or greater will be paid by the County at the rate of 70%, with the City paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit, with a final reconciliation to be completed after the year 2015. Excess funds will be returned to Portage County to be placed in a restricted non-lapsing fund for the sole purpose of system improvement. System improvement expenditures shall be reviewed by the EMS Oversight Board and funds appropriated through the normal County fiscal ordinance process.
3. The City will receive reimbursement payments quarterly during each year of the contract. The dates of quarterly payment are: January 1, April 1, July 1, and October 1.
4. Reimbursement under Extended Emergency Situations. In the event that circumstances arise which would include, but shall not be limited to, acts of God; acts of terrorism; civil commotions such as riots or strikes; acts of disasters whether natural, manmade or otherwise; declarations of states of emergencies; or acts of governmental agencies which require the use of our EMS in connection with such circumstances, and which exceed forty-eight hours in duration or result in verified total additional overtime costs exceeding \$20,000 per occurrence, then the resulting

cost and override to the City or to the Amherst FD in providing such ambulance services reflect an additional cost contributing to a year end deficit, the County shall then reimburse City and Amherst FD for such services performed on a 100% basis. Upon the invocation of this paragraph, the City or Amherst FD will file a report with the County within ten business days, certifying the existence of the event and the total reimbursable overtime costs, subject to final accounting at year's end. Failure to file the report will result in a loss of reimbursement under this paragraph.

REIMBURSEMENT TO AMHERST

1. During the period of this contract, the County will follow the reimbursement schedule shown below to reimburse Amherst for ambulance services and related costs: This payment is to be used for ALS staffing and EMS related support and costs. The County shall pay Amherst:
 - a. 2013 Contract amount \$ 289,665.00
 - b. 2014 Contract amount \$ 298,355.00
 - c. 2015 Contract amount \$ 307,306.00
2. This payment is to be used for EMT-Intermediate and EMS related support, including (but not limited to) wages and fringe benefits such as FICA, retirement etc., uniforms (up to \$100 per employee per year), worker's compensation, health insurance for eligible employees, training, education, utilities, pre-employment physicals, supplies, education and laundry, and other bona fide expenses.
3. Prior to the execution of this contract Amherst will develop an internal policy to address the eligibility of full-time ambulance staff only for health insurance benefits. The policy will be provided to the Board for approval.
4. Amherst will receive reimbursement payments quarterly during each year of the contract. The dates of quarterly payment are: January 1, April 1, July 1, and October 1.
5. Budget Cost Overruns - Cost overruns to each annual budget of \$1000 or greater will be paid by the County at the rate of 70%, with the Amherst paying 30% of the overruns. Overrun costs shall be reconciled after each annual audit, with a final reconciliation to be completed after the year 2015. Excess funds will be returned to Portage County to be placed in a restricted non-lapsing fund for the sole purpose of system improvement. System improvement expenditures shall be reviewed by the EMS Oversight Board and funds appropriated through the normal County fiscal ordinance process.
6. Reimbursement under Extended Emergency Situations. In the event that circumstances arise which would include, but shall not be limited to, acts of God; acts of terrorism; civil commotions such as riots or strikes; acts of disasters whether natural, manmade or otherwise; declarations of states of emergencies; or acts of governmental agencies which require the use of our EMS in connection with such circumstances, and which exceed forty-eight hours in duration or result in verified total additional overtime costs exceeding \$20,000 per occurrence, then the resulting cost and override to the City or to the Amherst FD in providing such ambulance services reflect an additional cost contributing to a year end deficit, the County shall then reimburse City and Amherst FD for such services performed on a 100% basis. Upon the invocation of this paragraph, the City or Amherst FD will file a report with the County within ten business days, certifying the existence of the event and the total reimbursable overtime costs, subject to final accounting at year's end. Failure to file the report will result in a loss of reimbursement under

this paragraph.

K. EQUIPMENT AND MAINTENANCE REQUIREMENTS:

1. Ownership: The County shall hold title to and maintain a fleet of five fully equipped ambulance vehicles for the use of the City and one fully equipped ambulance vehicle for the use of Amherst. All vehicles shall comply with all state and federal mandated safety and equipment regulations. Units shall be replaced in a timely manner to ensure the safety of the patients, the technicians, and the public when the vehicles are being used. Replacement policy is based upon maintaining a reliable emergency vehicle that is easy to service and provides a safe work environment. Vehicle and equipment specifications to be maintained on-board a county ambulance shall be determined by the County Board Tech Team and approved by the Board. Copies of all ambulance inspections shall be made available to the Board upon completion.
2. Maintenance and Cost: The County shall cover the entire expense to maintain the ambulance vehicles and all equipment contained therein in highest state of repair, condition and safe working order.
3. City and Amherst: The City and Amherst shall insure all employees of the service providers follow established routines for using, maintaining, and operating all vehicles and equipment contained therein according to established industry best practices for use, maintenance, and safe operating standards.

L. INSURANCE REQUIREMENTS:

1. Portage County shall maintain the following coverage:
 - a. Collision and Comprehensive: Actual cash value, minus \$1,000 deductible (collision); \$100 (comprehensive).
 - b. Vehicle Liability: \$10,000,000 per occurrence, statutory cap of \$250,000 per vehicle occurrence.
2. City and Amherst shall maintain the following coverage:
 - a. EMT Malpractice: \$1,000,000 per person/\$1,000,000 per occurrence.
 - b. Workers Compensation: Statutory Limits.
 - c. Public Liability Insurance: Hold both entities harmless per State Statutes.

County, City, and Amherst shall provide certificates of insurance setting forth the requisite coverage annually not later than February 15th of each year. Each insured party (County, City, and Amherst) shall obtain a waiver of subrogation from their respective insurer, waiving its rights and claims against the other insured; in the alternate, each insured party shall name the other as an additional insured on the required policy.

M. TERM AND TERMINATION

The term of this contract shall run from January 1st 2013 for a period of three consecutive calendar years ending December 31st, 2015. Continuation of the contract is subject to re-negotiation by the parties prior to December 31st, 2015. Should the parties fail to reach agreement on a successor contract by this date or one of the parties decides to end their participation in this contract there will be an automatic continuation of the existing contract until December 31st 2016 while approval is sought from the State to develop and implement a new ambulance service plan for Portage County.

N. RAPID RESPONSE UNIT

The service providers and the Board Tech Team with final approval from Board will continue operating guidelines and staffing patterns to insure the continued effective and efficient use of the Rapid Response Unit (RRU). The parties agree that current best practices in the field of emergency medical response and transport dictate a proper role for this type of response vehicle and that this vehicle will be integrated into the Portage County EMS plan.

O. ADDITIONAL AMBULANCE AND ACCREDITATION ISSUES

- a. In the event that the parties desire to consider the operation of an additional ambulance (by the City or other provider) due to increased volumes the parties agree to conduct a technical review of the matter through the EMS Board and such operation will be implemented only by formal amendment to this agreement.
- b. In the event that an accreditation process is mandated, the parties agree to conduct a technical review of the matter through the EMS Board and any further accreditation program expenditures will be implemented only by formal amendment to this agreement

P. INTEGRATED DOCUMENT: OTHER PROVISIONS AND SERVICES

This Agreement supersedes all prior Agreements of the parties related to the provision of ambulance service and constitutes the entire agreement of the parties. No changes to this Agreement shall be made except in writing and duly signed by the parties. All parties will comply with all federal, state and local laws in the performance of this agreement, to include compliance with laws that prohibit discrimination in employment and the provision of services.

Q. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the United States and the State of Wisconsin.

R. SEVERABILITY

The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the remainder of the agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and by their signature, indicate that they have the requisite authority to enter the Agreement, that it has passed and approved by the city council and county board, that they have read and understand the Agreement and agree to abide by all terms. The terms of the foregoing agreement are hereby ratified with full force and effect.

FOR THE CITY OF STEVENS POINT


Date: 10/17/2012



Andrew Halverson, Mayor
City of Stevens Point


FOR PORTAGE COUNTY

Date: 12/19/12


Patty Dreier
Portage County Executive

FOR THE AMHERST FIRE COMMISSION

Date: 12/22/12


Robert Wierzba, President
Amherst Fire and Safety Commission

