



RESOLUTION # 91-1108

TO: HONORABLE MEMBERS OF THE LA CROSSE COUNTY
BOARD OF SUPERVISORS

ITEM # 16/1
BOARD ACTION

Adopted:
For: unanim
Against: _____
Abs/Excd: 5
Vote Req: _____
Other Action: _____

JUDICIARY &
LAW
COMMITTEE
ACTION

Adopted: 1-8-08
For: 6
Against: -
Abs/Excd: 1

RE: APPROVAL OF AGREEMENT FOR PRE-ARRIVAL MEDICAL DISPATCH BETWEEN LA CROSSE COUNTY AND GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.

WHEREAS, the La Crosse County Public Safety Communications Board ("the Communications Board") has recognized the value of providing pre-arrival medical dispatch instruction services to callers who are in need of emergency services; and,

WHEREAS, Gundersen Lutheran Administrative Services, Inc., d/b/a Gundersen Lutheran Emergency Medical Services Communications Center ("Gundersen Lutheran") is a licensed provider of Emergency Medical Dispatch ("EMD"); and,

WHEREAS, La Crosse County and Gundersen Lutheran desire to enter into an agreement for Gundersen Lutheran to provide pre-arrival medical dispatch instruction services for the La Crosse County Public Safety Communications ("La Crosse County PSC") formerly known as the La Crosse County Emergency Dispatch Center; and,

WHEREAS, La Crosse County PSC will receive emergency service requests and dispatch the appropriate first responder units pursuant to the request for service in accordance with its dispatch policies and procedures; and,

WHEREAS, after dispatching the appropriate first responder units, La Crosse County PSC will connect the call to Gundersen Lutheran for pre-arrival medical dispatch instructions to be provided to the caller; and,

WHEREAS, Gundersen Lutheran shall be responsible for providing its own resources, equipment, agents, employees and staff for the services provided under this agreement and the cost associated with these services shall be at the expense of Gundersen Lutheran; and,

WHEREAS, Gundersen Lutheran's medical communications operators who are providing services under this agreement shall be certified as emergency medical dispatchers and shall maintain such certification at the expense of Gundersen Lutheran; and,

WHEREAS, the term of this agreement shall be for a period of one year and the agreement shall automatically renew for successive twelve month terms unless either party provides at least sixty days written notice to terminate prior to the end of the current term to the other party and the Communications Board.

NOW THEREFORE BE IT RESOLVED, that the La Crosse County Board does hereby approve the agreement for pre-arrival medical dispatch instruction services between La Crosse County and Gundersen Lutheran.

RE: APPROVAL OF AGREEMENT FOR PRE-ARRIVAL MEDICAL DISPATCH BETWEEN LA CROSSE COUNTY AND GUNDERSEN LUTHERAN EMERGENCY MEDICAL SERVICES

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BE IT FURTHER RESOLVED, that the County Board Chair is authorized to sign the agreement for pre-arrival medical dispatch instruction services with Gundersen Lutheran after approval by the Corporation Counsel.

FISCAL NOTE: The services provided by Gundersen Lutheran under this agreement shall be provided at no cost to La Crosse County.

Date: 1-8-2008

Date: 1-8-08

Vicki Brubaker
JUDICIARY & LAW COMMITTEE CHAIR

Cheryl A. Stephen
RECORDING CLERK

Approved: _____ Not Approved: _____
C/A: SB 1/8/07
F/D: BT 1/8/07

Requested By: Jay Loeffler
Date Requested: December 17, 2007
Drafted By: Corporation Counsel

Adopted by the La Crosse County Board This 17 Day of January, 2008.

STATE OF WISCONSIN
COUNTY OF LA CROSSE

I, Marion I. Naegle, County Clerk of La Crosse County do hereby certify that this document is a true and correct copy of the original resolution required by law to be in my custody and which the County Board of Supervisors of La Crosse County adopted at a meeting held on the 17th day of January 2008.

Marion I. Naegle
Marion I. Naegle, La Crosse County Clerk

**AGREEMENT FOR PRE-ARRIVAL MEDICAL DISPATCH
INSTRUCTION SERVICES BETWEEN
LA CROSSE COUNTY AND
GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.**

THIS AGREEMENT, made this _____ day of January, 2008 by and between La Crosse County and Gundersen Lutheran Administrative Services, Inc., d/b/a Gundersen Lutheran Emergency Medical Services Communication Center, hereinafter referred to as "Gundersen Lutheran".

RECITALS

WHEREAS, in 1978, the County of La Crosse and the City of La Crosse recognized the need and importance of having a centralized emergency communications system for police, fire and emergency medical services; and,

WHEREAS, on June 23, 1980, a joint meeting of the La Crosse County Board of Supervisors and the City of La Crosse Common Council was held to discuss the establishment of a centralized emergency communications system; and,

WHEREAS, in October of 1980, the County of La Crosse and City of La Crosse adopted resolutions approving a centralized emergency communications system; and,

WHEREAS, a governing board, now known as the Public Safety Communications Board, hereinafter referred to as "the Communications Board", was established to oversee and provide guidance for the centralized emergency communications system; and,

WHEREAS, a joint powers agreement was established for the County of La Crosse and the municipalities within the County of La Crosse regarding a centralized emergency communications system; and,

WHEREAS, in January of 1983, a centralized emergency communications system was implemented, with services provided by the La Crosse County Emergency Dispatch Center, now referred to as "La Crosse County Public Safety Communications" ("La Crosse County PSC"), which continues to provide valuable services to residents; and,

WHEREAS, the Communications Board has recognized the value of providing pre-arrival medical dispatch instruction services to callers in need of emergency services; and,

WHEREAS, Gundersen Lutheran is a licensed provider of Emergency Medical Dispatch ("EMD"); and,

WHEREAS, La Crosse County and Gundersen Lutheran desire to enter into an agreement for Gundersen Lutheran to provide pre-arrival medical dispatch instruction services for La Crosse County PSC; and,

WHEREAS, the Communications Board established guidelines for an agreement with Gundersen Lutheran to provide pre-arrival medical dispatch instruction services, and these guidelines are: 1)

Gundersen Lutheran will provide pre-arrival medical dispatch instructions for medical calls received by the La Crosse County PSC; 2) services provided by Gundersen Lutheran will only consist of pre-arrival medical dispatch instruction services, and Gundersen Lutheran will not prioritize calls, except for Tri-State Ambulance; 3) the Communications Board will serve to implement, supervise, and monitor the pre-arrival medical dispatch instruction services provided by Gundersen Lutheran; 4) the agreement with Gundersen Lutheran will be for a period of twelve (12) months and then the matter will be brought back before the Communications Board; 5) pre-arrival medical dispatch instructions will be available to any and all ambulance services serviced by La Crosse County PSC; and 6) Gundersen Lutheran will make records of pre-arrival medical dispatch instructions and radio traffic available to all users of La Crosse County PSC in a mutually agreed format and frequency.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, conditions, and covenants, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

ARTICLE I DEFINITION OF TERMS

For the purposes of this Agreement, the following terms shall have the meanings set forth below.

- 1.1 "Agreement" means this Agreement for Pre-Arrival Medical Dispatch Instruction Services between La Crosse County and Gundersen Lutheran.
- 1.2 "Pre-Arrival Medical Dispatch Instructions" means instructions provided to a 9-1-1 caller by Gundersen Lutheran after the La Crosse County PSC has answered the call, dispatched response units, notified ambulance dispatch, and connected the call to Gundersen Lutheran. These instructions are meant to provide assistance and medical information to the caller prior to the arrival of first responder and/or ambulances at the scene of the emergency.
- 1.3 "Public Safety Communications Board," referred to as "the Communications Board", means the intergovernmental board made up of local officials and representatives from law enforcement, fire departments, and medical services. The Communications Board exercises operation control over Emergency Services Public Safety Communication, including hiring and evaluating the performance of the Emergency Services Administrator, subject to the financial and personnel regulations and policies of La Crosse County, and performs other duties pursuant to its By-Laws.
- 1.4 "Records" means any and all information, documents, records, tapes (including computer), recordings, drawings, charts, maps, photographs, films, printouts, disks, and reports pursuant to Section 5.2 except for records subject to HIPAA Privacy Protection in Section 9.5.
- 1.5 "Medical oversight", as it relates to Emergency Medical Dispatch, means the management and accountability for the medical care aspects of an EMD program including: 1) the direction and oversight of the training of the EMD; 2) development and monitoring of both the operational and the emergency medical priority dispatch protocol systems; 3) participation in EMD system evaluation; and 4) directing the medical care rendered by the EMDs. For purposes of this contract, "medical oversight" does not include Emergency Medical Services.

ARTICLE II
SCOPE OF DUTIES AND SERVICES

2.1 LA CROSSE COUNTY'S RESPONSIBILITIES AND SERVICES

- (a) La Crosse County PSC will receive emergency medical services requests and dispatch the appropriate first responder units pursuant to the request for service in accordance with its dispatch policies and procedures.
- (b) After dispatching the appropriate first responder units, La Crosse County PSC will connect the call to Gundersen Lutheran for pre-arrival medical dispatch instructions to be provided to the caller.
- (c) To assure uninterrupted EMD services, La Crosse County shall make available one (1) telephone and radio equipped dispatch console in the PSAP for the use of Gundersen Lutheran staff twenty-four (24) hours a day, seven (7) days a week in the event of a failure of the call transfer system or technology.
- (d) La Crosse County shall make available a senior management official or designee to Gundersen Lutheran twenty-four (24) hours per day, seven (7) days per week, to address issues and concerns.

2.2 GUNDERSEN LUTHERAN'S RESPONSIBILITIES AND SERVICES

- (a) Gundersen Lutheran shall receive all calls transferred from La Crosse County PSC to Gundersen Lutheran for the purposes of providing pre-arrival medical dispatch instructions as defined in this Agreement.
- (b) For callers transferred to Gundersen Lutheran by La Crosse County, Gundersen Lutheran shall provide pre-arrival medical dispatch instruction services regardless of the responding ambulance service. Gundersen Lutheran shall only provide call prioritization and modes of response (such as "Hot" or Cold") to agencies actually dispatched by Gundersen Lutheran. This agreement shall not cause a decrease in the information currently exchanged between Gundersen Lutheran, La Crosse County and emergency responders.
- (c) Gundersen Lutheran shall be responsible for providing its own resources, equipment, agents, employees, and staff for the services provided under this Agreement. Costs associated with services provided under this agreement shall be at the expense of Gundersen Lutheran.
- (d) Gundersen Lutheran's medical communication operators who are providing services under this Agreement shall be certified as emergency medical dispatchers and shall maintain such certification. Costs associated with this certification shall be at the expense of Gundersen Lutheran.
- (e) Gundersen Lutheran shall make available a senior management official or designee to La Crosse County twenty-four (24) hours per day, seven (7) days per week, to address issues and concerns.

- (f) Gundersen Lutheran shall make all recordings of transferred calls, pre-arrival medical dispatch instructions, and ambulance radio traffic available to La Crosse County PSC in a mutually agreed upon format and frequency.
- (g) The services provided by Gundersen Lutheran under this Agreement shall be provided at no cost to La Crosse County.
- (h) Gundersen Lutheran shall participate in periodic quality assurance and improvement initiatives as mutually agreed upon by the parties to review and improve the level of services provided under this Agreement.
- (i) Nothing in this Agreement shall prohibit Gundersen Lutheran from providing Emergency Medical Dispatch to callers not transferred by La Crosse County PSC.

**ARTICLE III
STANDARDS, LAWS, RULES AND REGULATIONS**

- 3.1 La Crosse County and Gundersen Lutheran will adopt standards and requirements for services, provided by Gundersen Lutheran and La Crosse County. The Communications Board may make recommendations regarding the standards.
- 3.2 Gundersen Lutheran shall acquire, provide and keep in force, during the term of this Agreement, all necessary permits, governmental certificates, and licenses, State and Federal, required in connection with the services it is providing under this Agreement. Costs associated with this shall be at the expense of Gundersen Lutheran.

**ARTICLE IV
TERM AND TERMINATION**

- 4.1 The term of this Agreement shall be for a period of one (1) year and shall commence on the effective date of _____, 2008.
- 4.2 This Agreement shall automatically renew for successive twelve (12) month terms unless either party provides at least sixty (60) days written notice prior to the end of the current term to the other party and the Communications Board. Upon the giving of such notice, this Agreement shall automatically terminate at the end of the current term. After the first nine (9) months, the Communications Board shall provide recommendations to the County Board on Pre-Arrival Medical Dispatch Instruction Services.
- 4.3 Each party shall notify the other in writing in case of the other's material breach of this Agreement. The breaching party shall have, except to the extent specifically provided otherwise in this Agreement, thirty (30) calendar days from the date of receipt of such notice to affect a cure (the "Cure Period"). If the breaching party receives such notice and fails to affect such cure within the Cure Period, then the non-breaching party shall have the option of sending a written notice of termination, which notice shall take effect upon receipt, and such non-breaching party shall thereafter have such remedies as are provided at

law. Termination of this Agreement releases and discharges the parties from any rights or obligation under this Agreement, except as otherwise provided.

ARTICLE V OVERSIGHT AND RECORD KEEPING

- 5.1 La Crosse County shall oversee the process for implementation of this Agreement. In addition, La Crosse County shall monitor and may conduct reviews, audits, inspections, and/or examination in a format and frequency as mutually agreed upon by the parties in order to evaluate services and compliance with this Agreement. All information gathered by La Crosse County shall be reported to the Communications Board under this subsection.
- 5.2 Gundersen Lutheran and La Crosse County shall prepare, keep and maintain such records as mutually agreed upon by the parties in regard to format and frequency and which relate to this Agreement. Gundersen Lutheran and La Crosse County shall prepare, keep, and maintain such records consistent with the laws governing public records as set forth in Wis. Stat. §19.31 *et seq.*
- 5.3 Medical oversight shall be provided by the Emergency Medical Services Medical Director.

ARTICLE VI INSURANCE

- 6.1 Gundersen Lutheran shall maintain, at its sole costs and expense, liability insurance for the acts and omissions of its employees, agents, and officers with a limit of at least One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100ths Dollars (\$3,000,000.00) annual aggregate.

ARTICLE VII INDEMNIFICATION

- 7.1 Gundersen Lutheran shall protect, defend, indemnify and hold harmless La Crosse County, and its agencies, employees and agents from and against any and all claims, losses, costs, penalties, damages, fines, suits, demands, expenses, including attorneys fees, and actions of any kind and nature arising out of bodily injury (including death) or property damage (hereinafter referred to as "claims") that occur as a result of any wrongful, intentional, or negligent act or omission of Gundersen Lutheran or its agents, employees or subcontractors which may arise out of or are connected with the activities covered by this Agreement, excluding transfer agreement claims which were a result of action, inaction or mechanical failure that occurred prior to Gundersen Lutheran's receipt of a call, unless such action, inaction or mechanical failure was due to the fault or negligence of Gundersen Lutheran.
- 7.2 La Crosse County shall protect, defend, indemnify and hold harmless Gundersen Lutheran and its agencies, employees and agents from and against any and all claims, losses, costs, penalties, damages, fines, suits, demands, expenses, including attorneys fees,

and actions of any kind and nature arising out of bodily injury (including death) or property damage (hereinafter referred to as "claims") that occur as a result of any wrongful, intentional, or negligent act or omission of La Crosse County or its agents, officers or employees which may arise out of or are connected with the activities covered by this Agreement, excluding transfer agreement claims which were a result of action, inaction or mechanical failure that occurred after Gundersen Lutheran's receipt of a call, unless such action, inaction or mechanical failure was due to the fault or negligence of La Crosse County.

ARTICLE VIII SEVERABILITY, ENTIRE AGREEMENT, AND DOCUMENTS

- 8.1 Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.
- 8.2 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended, except pursuant to a written instrument signed by both parties and approved by the Public Safety Communications Board.
- 8.3 Documents. All documents, exhibits, and addendums, required to be delivered contemporaneously with the execution and delivery of this Agreement is expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer and include all such documents.

ARTICLE IX MISCELLANEOUS

- 9.1 Choice of Law. This Agreement is and shall be governed by the laws of the State of Wisconsin. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement shall be brought and venued in the La Crosse County Circuit Court in La Crosse, Wisconsin. The parties hereby consent to personal jurisdiction in those Wisconsin courts, and waive any defenses that they might otherwise have relating thereto.
- 9.2 Assignment. No assignment or transfer of this Agreement shall be made by Gundersen Lutheran or La Crosse County. Gundersen Lutheran shall not assign, grant, or permit any services provided pursuant to this Agreement in whole or in part to be performed by any other person, business, or entity.

- 9.3 Independent Contractors. Gundersen Lutheran, its employees, agents and representatives shall be independent contractors and shall in no way be deemed as a result of this Agreement to be the employees of La Crosse County. The employees of Gundersen Lutheran are not entitled to any of the benefits that La Crosse County provides for its employees.
- 9.4 Access to Records. The parties hereto agree to make available to duly authorized representatives of the Department of Health and Human Services; all books, documents and records of the parties providing services hereunder necessary to verify the nature and extent of the costs of the services provided under this Agreement. Such access will be granted until the expiration of four (4) years after the services are furnished under this Agreement. Similar access will also be granted to the contracts, books, records and documents subject to Section 1861 of the Social Security Act between the parties providing the services hereunder and any obligation related to such parties.
- 9.5 HIPAA Privacy Protection. The parties shall comply with all applicable federal and state laws including, without limitation, 42 C.F.R. Part 2, Wis. Stat., §§51.30 and 146.82, HIPAA and the HIPAA Privacy Regulations.
- 9.6 Captions. The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
- 9.7 Non-Waiver of Rights. No failure by a party to insist upon the strict performance of any term in this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or breach. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed by their authorized representatives on the day and year first above written.

LA CROSSE COUNTY:

By: _____ Date: _____
 Steve Doyle
 Title: La Crosse County Board Chair

GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES:

By: _____ Date: _____
 Title: _____