

Notice of Public Meeting
Tuesday, April 25, 2023
9:00 a.m.

**JUDICIARY & PUBLIC
SAFETY COMMITTEE**

Door County Government Center
County Board Room
1st Floor Government Center
421 Nebraska Street, Sturgeon Bay

Oversight for Clerk of Courts, Circuit Court, Family Court/Register in Probate, District Attorney, Emergency Services Department, Emergency Management & Communications Department, and Sheriff's Office

AGENDA

1. Call Meeting to Order
2. Establish a Quorum
3. Adopt Agenda / Properly Noticed
4. Public Comment
5. Supervisor Response
6. New Business (Review/Action)
 - Emergency Services
 - Discussion/Action – DCMC – Transfer Agreement
7. Next Meeting Date: May 9th – 10:00 a.m. – Joint meeting with Administrative and Finance Committees.
8. Adjourn

Deviation from the order shown may occur

This meeting will be conducted by teleconference or video conference. Members of the public may join the meeting remotely or in-person.

When: Apr 25, 2023 09:00 AM
Central Time (US and Canada)
Topic: Judiciary & Public Safety
Committee Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89789674243?pwd=bEE0aDR0eXJybldDRm9VM1YrMDhWUT09>

Webinar ID: 897 8967 4243
Passcode: 570132

Or Telephone:
1 312 626 6799



Door County Emergency Services

916 N 14thth Ave.
Sturgeon Bay, WI 54235

Memorandum
Aaron LeClair, Director

DATE: April 17, 2023
TO: Judiciary and Public Safety Committee
FROM: Aaron LeClair
RE: Door County Memorial Hospital – Transfer Agreement

Door County Memorial Hospital (DCMH) and Door County Emergency Services (DCES) have been partners in meeting the healthcare needs of the community for over 50 years. In recent years transferring patients from DCMH to out of county hospitals via ambulance has become a challenge. For the past three years DCES has attempted to assist DCMH meet this unmet need by transferring critical patients. This model did not prove to be sustainable for DCMH or DCES and more importantly our patients.

In 2022 both parties began discussions on how to build a sustainable program that will meet this unmet need for years to come. Those discussions lead to DCES requesting eight additional staff, an additional ambulance, fuel, and maintenance costs to be added to the 2023 County Budget. The budget request showed no additional cost to our taxpayers due to offsetting revenue. The was approved by the County Board pending an approved contract between DCMH and DCES.

DCMH and DCES have come to a tentative agreement, which is included for your review. The following is a brief overview specifically regarding the start up process, operations, finance, and if necessary, termination of the agreement.

Startup:

Starting up the program will be a three-pronged approach all running simultaneously. We need to hire personnel, obtain additional equipment, and update our operational plan with the State EMS office.

If the agreement is approved by the County Board on May 23rd, DCES will start an immediate recruitment with assistance from the Human Resources Department for the eight positions needed to successfully administer the program. We are currently projecting at least two months to complete all of the hiring processes. Field training will vary for all the positions and may delay the start of the program.

We will not be able to purchase a new ambulance for approximately two years from the date of order. As such, we will have to make due with our current fleet. The vehicle replacement program will be reviewed to ensure the fleet meets the new needs while not compromising our current capabilities. Other needed equipment can be ordered and received promptly and will not affect a startup date.

The department will need to upgrade our licensure level from Paramedic to Critical Care Paramedic. This is done via an application and update to our operational plan on file with the WI EMS office. Changes to our medical protocols will also need to be submitted to the state for approval. The state has sixty days to evaluate all changes to operational plans and protocols.



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If all goes perfectly, we believe we could be ready to start by September 1st.

Operations:

As dictated by state statute and rule, the agreement is written to ensure we will not jeopardize our ability to answer 911 calls.

- This agreement allows for one transfer at a time and allows a one-hour response time to DCMH's request for a transfer.
- All requests for a transfer will go to a Lieutenant or Captain (Command staff).
- Based off of patient condition, required medications, required procedures, and the availability of ambulances, command staff will assign the appropriate crew to the transfer. This could be any combination of EMT/AEMT/Paramedic/Critical Care Paramedic who are on duty.
- At all times, we will not compromise our ability to respond to 911 calls. At a minimum there must be three staffed ambulances (one north, middle, and south) available to respond to a 911 call.

The agreement also ensures we will be provided the appropriate supportive documentation for each transfer, which will result in prompt accurate coding and billing by our staff. Reimbursements for transfers are routinely audited by Medicare, as such our staff will be reviewing our current billing compliance plan and adding any applicable procedures.

Finance:

The agreement endeavors to guarantee that no taxpayer monies will be used for the transfer program. DCES in partnership with the Finance Department has worked to ensure that all expenses related to administering this program are accounted for.

The finance department will create a new sub-department under Emergency Services which will assist us in properly tracking our expenses and revenues related to the program.

- Actual Cost Estimate: \$1,058,386
- Actual Revenue Estimate: \$711,000
- Projected difference: \$347,386

DCMH has chosen to make monthly payments to DCES based off the projected difference (\$347,386) between expenses and revenue during the first year of the program.

- DCMH monthly payment: \$28,948.83.

At the conclusion of the first year both parties will meet to review the financials to calculate the final true up of funds. After the first year DCMH and DCES will meet quarterly to review and verify the financials to calculate the true up of funds.



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Dissolution of the program:

The initial term of the agreement is four years.

Additionally, either party may terminate the agreement by submitting a 60-day prior written notice.

If the agreement is not renewed or termination of the agreement is requested the following will occur:

- All additional positions that were created will be evaluated for their need in the 911 division.
 - If no need is determined, the personnel will be laid off.
- Additional equipment purchased will be evaluated for use in the 911 division.
 - If no need is determined, the equipment will be sold.

Recommendation:

I recommend the County Board approve the draft agreement with Door County Memorial Hospital.

AMBULANCE SERVICES AGREEMENT
Interfacility Transports

This Ambulance Services Agreement ("Agreement") is entered into by and between Door County Memorial Hospital, d/b/a Door County Medical Center, ("Hospital"), and Door County Emergency Services ("Provider").

WHEREAS, Hospital is a Wisconsin non-stock, not-for-profit corporation which is licensed as an acute care hospital under the laws of Wisconsin;

WHEREAS, Provider is: owned, operated, and funded by the County of Door, a Wisconsin county and a body corporate under Ch. 59, Wis. Stats.; a ground/land ambulance service (9-1-1) provider licensed at the EMT-Paramedic level consistent with Ch. 256, Wis. Stats. and Ch. DHS 110, Wis. Adm. Code; *and* licensed to provide Interfacility Transport Services consistent with Ch. 256, Wis. Stats. and Ch. DHS 110, Wis. Adm. Code.

WHEREAS, From time to time the Hospital must arrange for the interfacility transport of Hospital patients ("Patients") to other healthcare facilities in order to return such Patients to their facility of origin *or* to a healthcare facility appropriate for the Patient's continued care ("Interfacility Transport Services");

WHEREAS, Provider is the only entity licensed as an ambulance service provider to provide 9-1-1 emergency response *and* Interfacility Transport Services based in Door County, Wisconsin ("County");

WHEREAS, Hospital's use of ambulance service providers based outside of the County could cause certain Patients to face lengthy waiting periods, and may negatively impact Patients' access to care;

WHEREAS, As the only acute care hospital in the County, responsibility to ensure the availability of Interfacility Transport Services in the County rests with the Hospital and not the local EMS system;

WHEREAS, Provider can only make Interfacility Transport Services available within the County if it receives a subsidy to account for the additional resources required to provide such services;

WHEREAS, Hospital desires to engage Provider to provide Interfacility Transport Services for Patients (including Medicaid and uninsured/self-pay patients) by entering into this Agreement and providing subsidy payments as contemplated herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, promises, and undertakings hereinafter set forth, both parties hereby agree to the following:

A. Provider will provide Interfacility Transport Services, consistent with Ch. 256, Wis. Stats. and Ch. DHS 110, Wis. Adm. Code, for the Hospital.

B. Obligations of the Parties.

1. The Hospital is responsible for:

- a) Stabilizing the patient within the capacity of the Hospital prior to transport.
- b) Performing a risk/benefit analysis to determine the appropriateness of the Interfacility Transport Services.
- c) Determining the appropriate level of care required by the patient's condition prior to transport, the appropriate mode of transportation, and the appropriate personnel (e.g., EMT-Basic, EMT-Basic IV Technician, EMT-Intermediate, EMT-Paramedic, Registered Nurse, Physician, Specialized Critical Care Transport Service, etc.) to provide care during Interfacility Transport Services.
- d) Determining the credentials and capabilities of any personnel provided by the Hospital for the Interfacility Transport Services.
- e) Ensuring on-line medical control is readily available.
- f) Meeting its responsibilities under Federal, state, and local codes, guidelines, laws, orders, regulations, rules, standards and statutes.

2. The Provider represents, warrants, and agrees to:

- a) Maintain all requisite licensure or certification, as applicable, to provide the Interfacility Transport Services described hereunder, including maintaining licensure as a Wisconsin licensed ambulance *and* Interfacility Transport Services provider.
- b) Maintain an approved Interfacility Transport Services operational plan on file with the State of Wisconsin and comply with said approved plan.
- c) Provide all services to Hospital and the Patients through appropriately licensed, trained and qualified personnel, and providing to Hospital a copy of all such Personnel and Provider licenses, permits, and health certificates required by applicable state law and licensing authorities when requested.
- d) Ensure that Interfacility Transport Services do not interfere with (i.e., significantly compromise) its responsibility to provide 9-1-1 emergency response in its primary service area. This includes determining whether adequate resources are available to maintain appropriate coverage to the service area before committing to a requested Interfacility Transport Service.
- e) Provide proper staffing for Interfacility Transport Services based on the acuity of the patient, the orders of the sending physician, and the staffing requirements in § DHS 110.50, Wis. Adm. Code. and other applicable law.
- f) Ensure provision of care remains within the Provider's scope of practice and is conducted in an acceptable manner under the applicable profession's current standards and applicable law.
- g) Ensure on-line medical control is readily available.
- h) Comply with all Federal, state, and local codes, guidelines, laws, orders, regulations, rules, standards and statutes in the provision of services hereunder.

3. On-line Medical Control.
 - a) On-line medical control shall be identified and agreed upon by the parties prior to Interfacility Transport Services.
 - b) The Hospital (i.e., sending physician) will provide the medical direction and must be readily available via voice contact within a reasonable time.
 - c) The Provider's medical director will be the default provider of medical control, and has final authority if there is any dispute regarding the care and Interfacility Transport Services requested.

4. Caregiver Background Checks.
 - a) Provider recognizes that Hospital is an entity subject to Ch. DHS 12, Wis. Adm. Code and § 50.065, Wis. Stats.
 - b) Provider will conduct any required (initial and periodic) background information screening of its personnel participating directly in Interfacility Transport Services under this Agreement.
 - c) Provider represents, warrants, and agrees that it will not allow any person who is barred from providing Interfacility Transport Services under applicable law including, without limitation, Ch. DHS 12, Wis. Adm. Code, to perform Interfacility Transport Services under this Agreement.
 - d) Provider will notify Hospital if Provider has actual knowledge that any person providing Interfacility Transport Services has been barred from providing Interfacility Transport Services under Ch. DHS 12, Wis. Adm. Code, or if the Provider has actual knowledge of any allegations of misconduct as defined in Chapter DHS 13.03 or is otherwise prohibited from providing the services contemplated hereunder by applicable law.
 - e) Provider will allow Hospital to exclude any person, who is required to have a background check, from performing Interfacility Transport Services until Hospital has received requested background information check data.
 - f) Provider represents and warrants to Hospital that it has in place appropriate policies and procedures requiring its employees and independent contractors to notify Provider of all allegations of misconduct.

5. Trip Report.
 - a) Provider shall provide Hospital with a Trip Report for each Interfacility Transport Service the Provider provides pursuant to this Agreement and as outlined in *Exhibit A*, attached hereto and incorporated by reference herein as if fully set forth.
 - b) Such Trip Report shall include information minimally necessary to evidence the provision of Interfacility Transport Services and evidence related costs.

6. Interfacility Transport Services Request Procedures.
 - a) The requirements for Hospital to request Interfacility Transport Services and Provider's response requirements are set forth in *Exhibit A*, attached hereto and incorporated hereby.

C. Compensation, Billing and Reimbursement.

1. Provider :
 - a) Retains the right to bill Patients and/or their third-party payors, as appropriate for all Interfacility Transport Services.
 - b) Will, for all third-party payors other than Medicaid, accept reimbursement under federal health care programs (including deductible and co-payment amounts billed, whether or not paid by the Patients) for Interfacility Transport Services as payment in full.
 - c) Provider will use reasonable and diligent efforts to timely bill, pursue, and collect from the patient and third-parties for Interfacility Transport Services provided.
2. The provisions of this section (C.) shall survive and continue beyond the termination of this Agreement.

D. Subsidy Payment.

1. Hospital shall make Subsidy Payments to Provider as set forth in this Section D. The purpose of these Subsidy Payments is to ensure fiscal neutrality, i.e., providing Interfacility Transport Services has no net effect on the Provider's budget.
 - a) Subsidy. To facilitate Provider's ongoing provision of Interfacility Transport Services, Hospital shall pay Provider a subsidy as described below. The subsidy ("**Subsidy**") will be for the amount by which Provider's Actual Costs exceed their Actual Collections (both defined below). Hospital and Provider acknowledge that Provider's actual collections from third parties for its Interfacility Transport Services ("**Actual Collections**") are not anticipated to exceed Provider's reasonable costs incurred directly from provision of the Interfacility Transport Services to Hospital ("**Actual Costs**"). Actual Costs shall include only those documented reasonable costs actually incurred by Provider as a result of Provider's rendering the Interfacility Transport Services hereunder. Actual Costs may include the following: labor and training; equipment; ambulance fuel, maintenance, and repair; medications; supplies; communication; medical oversight; administration; billing; accounting; and insurance. Actual Costs may also include the amount by which Provider's ambulances depreciate in value as a direct result of the volume of Interfacility Transport Services requested by Hospital and actually provided by Provider under this Agreement, with such amount in any contract year not to exceed one-half of the average purchase price of Provider's ambulances owned by Provider as of the effective date. Actual Costs do not include costs that would otherwise be covered by Provider's, or any third party's, insurance.
 - b) Initial Year of Term. Provider estimates that during the first one (1) year of the term (the "**Initial Year**"): (i) Actual Costs will be \$1,058,386.00, (ii) Actual Collections will be \$711,000.00, and therefore (iii) the Subsidy amount will be \$347,386.00 (the "**Subsidy Estimate**"). The parties recognize that Provider's receipt of Actual Collections will trail due to typical payor claim processing times such that Provider is unlikely to receive any Actual Collections for a substantial period of time immediately following the effective date. Therefore, to more closely align payments in Initial Year with the estimates of the Subsidy ultimately accruing hereunder, Hospital agrees to pay Provider the Subsidy

Estimate during the Initial Year in twelve (12) equal monthly installments of \$28,948.83, payable on the first (1st) day of each such month. At the end of the Initial Year, to reconcile the difference between the Subsidy Estimate and the Subsidy that Hospital otherwise would have owed to Provider for such period, the parties will undergo the End of Year True-up as outlined in Subsection d of this Section. If during the Initial Year, Provider's Actual Costs incurred materially deviate from the amount that the parties reasonably estimated that Provider would accrue to approximately such date, then Provider may provide notice to Hospital of such deviation to request a meeting with Hospital to discuss potential solutions. Within thirty (30) days of the notice, the parties shall meet to discuss in good faith any such potential solutions. Adjustments to the Subsidy Estimate, if any, may only be made by a writing signed by both parties pursuant to Section (H)(1).

- c) Quarterly True-up. Within thirty (30) days of the end of each quarter within the term, Provider shall provide Hospital with an accounting of its Actual Costs for the Interfacility Transport Services for such quarterly period, Provider's Actual Collections received during such quarterly period, and the amounts Provider billed to third parties relating to the Interfacility Transport Services ("**Billings**") for such quarterly period, accompanied with supporting documentation ("**Quarterly Report**"). Except during the Initial Year during which the Subsidy Estimate is paid monthly as described under Subsection b above, if the Quarterly Report shows that the Provider's Actual Costs exceed the Provider's Actual Collections for such quarterly period, then Hospital shall pay Provider the Subsidy for such period within thirty (30) days of its receipt of the Quarterly Report.
 - d) End of Year True-up. Within ninety (90) days of the end of each year of the term, Provider shall provide Hospital with an accounting of its Actual Costs for such annual period, Provider's Actual Collections received during such annual period, and Billings for such annual period, accompanied with supporting documentation ("**Annual Report**"). If the Annual Report shows that the amounts paid by Hospital to Provider exceed the Subsidy due to Provider for such annual period, then Provider shall refund to the Hospital the amount of the surplus within thirty (30) days.
 - e) Final True-up. Within sixty (60) days following expiration or termination of this Agreement for any reason, Provider shall provide Hospital with a final accounting of its Actual Costs, Actual Collections, and Billings over the entire term of the Agreement ("**Final Report**"). If the Final Report shows that the amounts paid by Hospital to Provider exceed the subsidy due to Provider, then Provider shall refund to Hospital the amount of the surplus within thirty (30) days. If the Final Report shows that the amounts paid by Hospital to Provider are less than the subsidy due to Provider, then Hospital shall pay to Provider the deficit within thirty (30) days. If at any time following this final reconciliation Provider receives amounts from third parties attributable to Interfacility Transport Services provided under this Agreement, then Provider shall pay the Hospital all amounts received up to the aggregate Subsidy Hospital paid to the Provider during the term of this Agreement. For the avoidance of doubt, this obligation shall survive termination or expiration of this Agreement.
2. Hospital may, at its discretion, review Provider's records relating to billing, collection, and costs associated with the provision of Interfacility Transport Services hereunder. Provider

will make records available to the Hospital within a reasonable period of time, but not more than fourteen (14) days, after receipt of a request.

3. The provisions of this section (D.) shall survive and continue beyond the termination of this Agreement.

E. Insurance.

1. Each party shall, at their respective expense, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance as follows:
 - a) *Comprehensive General Liability*: Minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate, with a combined single limit of one million dollars (\$1,000,000.00) bodily injury or death and one million dollars (\$1,000,000.00) property damage.
 - b) *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: Minimum limits of one hundred fifty thousand dollars (\$150,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty-five thousand dollars (\$25,000) property damage and fifty thousand dollars (\$50,000) bodily injury or death each accident.
 - c) *Workers Compensation*: If and as required by the State of Wisconsin.
 - d) Professional liability or medical malpractice insurance if and as required by applicable law. For Provider see: <https://www.wisconsincountymutual.org/county-liability.html> and §DHS 110.35(2)(d), Wis. Adm. Code.
2. Upon request, each party will furnish the other proof of insurance (e.g., certificates of insurance evidencing the risks insured against and the limits of liability there under).

F. Indemnification.

1. Except as set forth in this Agreement, each party is legally and financially responsible for the acts and omissions of itself and its agents, directors, employees, officers and officials and will pay all losses and damages attributable to such acts or omissions for which it is legally liable.
2. Notwithstanding the foregoing, neither party shall be liable for any other party's indirect or consequential loss or damage, including, without limitation, lost profits, regardless of whether the parties have been advised of the possibility of such loss or damage.
3. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its agents, directors, employees, officers, officials and representatives, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.
4. The provisions of this section (F.) shall survive and continue beyond the termination of this Agreement.

G. Term and Termination.

1. Term.
 - a) The term of this Agreement shall be for four (4) years commencing on the 1st day of [REDACTED], 2023, and terminating on the [REDACTED] day of [REDACTED], 2027.
 - b) At the end of the initial term, this Agreement may be extended for additional four (4) year terms upon prior written agreement of the parties.

2. Termination.
 - a) This Agreement may be terminated as follows:
 - 1) In the event that Hospital and Provider shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
 - 2) Either party may terminate this Agreement without cause and effective at any time by delivering sixty (60) days' prior written notice of such termination.
 - 3) By either party upon material breach by the other party. The terminating party shall give the other party written notice specifically stating the act or omission which constitutes the material breach. The party receiving the notice of breach shall have thirty (30) days in which to cure or otherwise respond to the alleged material breach of this Agreement. If the terminating party is not satisfied with the response from the breaching party, the terminating party shall give written notice of termination to the breaching party and this Agreement shall terminate immediately.
 - 4) Immediately, upon written notice by either party to the other, if: either party loses or voluntarily surrenders any license, permit, or any governmental or board authorization or approval necessary for business operations; either party's insurance coverage, as required herein, lapses for any reason; or it is determined that a public purpose is not served by Provider providing Interfacility Transport Services.
 - b) Upon termination of this Agreement, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination.

H. General Provisions.

1. Amendments.
 - a) No amendment of this Agreement shall be effective unless and until such is reduced to writing and executed by Hospital and Provider.

2. Assignment.
 - a) Except as provided herein, neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party. Such approval shall not be unreasonably withheld.
 - b) This Agreement may be assigned, in whole, by Hospital, with sixty (60) days' prior written notice to Provider, to any successor entity operating the facility now operated by Hospital or to a related or affiliated organization.

3. Corporate Responsibility.
 - a) Provider represents, warrants, and agrees that it has in place and shall at all times maintain a comprehensive and effective compliance program ("Program") which has as

its goal to ensure that Provider complies with federal, state and local laws and regulations. Provider shall make available to Hospital copies of the documents relating to the Program to the extent Provider if makes any material changes or at Hospital's reasonable request.

4. Debarment, Suspension, Ineligibility or Exclusion.

- a) Hospital and Provider each represents and warrants to the other that it is not (and has not been) debarred, suspended, ineligible or excluded from: providing any services covered by this Agreement; participation in Federal health care programs (e.g., Medicare or Medicaid); Federal procurement programs; or Federal non-procurement programs.
- b) Each party shall immediately notify the other if their status, or the status of any personnel providing services to the other party hereunder, changes (e.g., any threatened, proposed, or actual debarment, suspension, ineligibility, exclusion or other like event) during this Agreement's term.
- c) In the event that a party is excluded from participation in any federally-funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that a party is in breach of this requirement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.
- d) In the event that a party's employee is excluded from participation in any federally-funded health care programs, including Medicare and Medicaid, while then an employee of such party, then such employer (the "Notifying Employer") shall immediately remove the excluded employee from providing any services in connection with this Agreement and shall notify the other party in writing, stating the information known by the Notifying Employer regarding the basis for the exclusion and the steps taken to remove the excluded employee from providing services in connection with this Agreement. If the other party determines in its reasonable discretion that the continued employment of the excluded employee impairs its ability to bill for services, then such party may terminate this Agreement upon thirty (30) days prior written notice to the Notifying Employer, provided, however, that such notice shall be of no effect if the Notifying Employer terminates the employment of such employee prior to the end of the notice period.

5. Entire Agreement.

- a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter.
- b) It is the parties' intent that this Agreement supersedes all previous agreements, written or oral, between the parties with respect to the same subject matter.
- c) Neither party is entitled to benefits other than those herein specifically enumerated.

6. Execution.

- a) This Agreement, and any amendments hereto, shall be executed in duplicate copies on behalf of Hospital and Provider by an official of each, which officials are authorized by their respective Boards to perform such executions.

- b) Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
7. Force Majeure.
- a) Either party's performance of any part of this Agreement shall be excused to the extent that it is delayed, hindered, or otherwise made impractical by reason of acts or omissions of the other party, explosion, natural disasters (e.g., fire, flood, and severe storm), public health emergency (e.g., epidemic and pandemic), riot, terrorism, war, or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
8. Governing Law and Venue; Alternative Dispute Resolution.
- a) This Agreement, and the rights and obligation of Hospital and Provider under this Agreement, shall be governed by, and interpreted according to, the laws of the State of Wisconsin.
 - b) Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin or, if subject matter jurisdiction otherwise exists, the U.S. District Court, Eastern District of Wisconsin.
9. Health Insurance Portability and Accountability Act; Other Privacy and Security Laws.
- a) Each party agrees that it will comply in all material respects with any applicable federal and state mandated regulations, rules or orders related to privacy, security and electronic transactions, including without limitation, the Health Insurance Portability and Accountability Act ("HIPAA").
 - b) The parties will endeavor to timely amend this Agreement, as necessary, to conform with any new or revised privacy and security regulations, rules and orders to which either party is subject now or in the future including, without limitation, HIPAA ("Privacy Laws").
 - c) If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days' prior written notice.
10. Interpretation.
- a) The parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the parties.
 - b) Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
 - c) The terms and provisions of this Agreement shall be construed fairly as to each party hereto, and not in favor or against either party.

11. No Third-Party Beneficiary.

- a) None of the terms and provisions contained in this Agreement are intended by the parties, nor may they be deemed, to confer any benefit on any person not a party to this Agreement.

12. Non-Waiver.

- a) The failure of either party to insist upon the strict performance of any of the terms, provisions and conditions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, provisions and conditions shall remain in full force and effect.
- b) No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by each party.

13. Notices.

- a) Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice to the other:

If to Hospital:

Door County Memorial Hospital
Attn: Chief Executive Officer
323 South 18th Avenue
Sturgeon Bay, WI 54235

If to Provider:

Door County Emergency Medical Service
Attn: Director of Emergency Services
916 North 14th Avenue
Sturgeon Bay, WI 54235

14. Records.

- a) Each party shall maintain and grant access to records in connection with this Agreement in a manner sufficient to meet the requirements of state and federal codes, laws, orders, regulations, rules and standards. This includes, but is not limited to, Wisconsin's Open Record Law (§§ 19.31 - 19.39 Wis. Stats.) *and* Section 952-Omnibus Reconciliation Act of 1980 (Pub. L. 96-499).
- b) If this Agreement is determined to be a contract within the purview of § 1861(v)(1)(I), Social Security Act [Section 952-Omnibus Reconciliation Act of 1980 (Pub. L. 96-499)], and the regulations promulgated in implementation thereof at 42 CFR part 520, Provider agrees to make available to the Comptroller General of the United States, the Secretary of the Department of Health and Human Services ("DHHS") and their duly authorized representatives, access to Provider's books, documents, and records, and such other information as may be required by the Comptroller General or Secretary of DHHS to verify the nature and extent of the costs of services provided by Provider. If

Provider carries out the duties of the contract through a subcontract worth ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records. If Provider refuses to make the books, documents and records available for said inspection, and if Hospital is denied reimbursement for said services as a result of such refusal, Provider agrees to indemnify Hospital for Hospital's loss or reduction in reimbursement. The obligation of Provider to make records available shall extend for four (4) years after the furnishing of the latest interfacility transport service.

15. Reference to Code, Guideline, Law, Order, Regulation, Rule, Standard, or Statute.

- a) Any reference herein to a code, guideline, law, order, regulation, rule, standard or statute is to the code, guideline, law, order, regulation, rule, standard or statute in force and effect when this Agreement is executed and to subsequent revisions and replacements of the code, guideline, law, order, regulation, rule, standard or statute.

16. Regulatory Compliance.

- a) Each party shall comply with all applicable state and federal codes, guidelines, laws, orders, regulations, rules, standards and statutes.
- b) The parties acknowledge that this Agreement is intended to comply with all applicable state and federal codes, guidelines, laws, orders, regulations, rules, standards and statutes.
- c) If, at any time, this Agreement is found to violate any provision of any applicable state and federal codes, guidelines, laws, orders, regulations, rules, standards and statutes ("Applicable Laws"), or if either party has a reasonable belief that this Agreement creates a material risk of violating the Applicable Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Applicable Laws. If the parties fail to reach agreement within thirty (30) days following said written notice, this Agreement shall terminate immediately.

17. No Intent to Induce Referrals

- a) It is not the purpose, nor is it a requirement of this Agreement or any other agreement between the parties, to offer or receive any remuneration or inducement to encourage the referral of any patient.
- b) Any payment or other form of consideration exchanged between the parties herein will be for identifiable services that have intrinsic value and are legitimately needed and intended to be fully utilized, payment for which will be consistent with the fair market value of the services provided, and not determined in a manner that takes into account the volume or value of any referrals between the parties or business otherwise generated between the parties for which payment may be made under any government payer program.
- c) Provider will not transport patients to Hospital except in emergency circumstances for the provision of emergency services.

18. Severability

- a) The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole.
- b) In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.

19. Status of the Parties.

- a) In carrying out the terms of this Agreement, the parties agree that each is acting as an independent contractor and not as an agent or employee of the other.
- b) Each party agrees to pay, as they become due, all federal and state withholdings and income taxes, including social security taxes due and payable on the compensation earned by each party, and each party agrees to hold the other harmless from any taxes, penalties or interest which might arise by its failure to do so.

20. Waiver (Immunity, Limitations on Damages, Notice Requirements, or Statutes of Limitation).

- a) Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded either party.

21. Counterparts.

- a) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be one and the same agreement.
- b) Execution by original signature delivered by facsimile transmission or other electronic means (including PDF or electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) shall be deemed to be, and shall have the same effect as, execution by original signature.
- c) This Agreement shall become effective when, and only when, each party hereto shall have received counterparts signed by all of the other parties.

Hospital and Provider each represent and warrant that it has carefully reviewed and fully understands this Agreement, including its exhibits.

******THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS******

IN WITNESS WHEREOF, the duly authorized representatives of Hospital and Provider have executed this Agreement on the dates written below.

Door County Memorial Hospital D/B/A Door County Medical Center

By: _____
Brian Stephens, Chief Administrative Officer
Dated: _____

Door County (Emergency Services)

By: _____
Ken Pabich, County Administrator
Dated: _____

EXHIBIT A

Expectations and Intentions

Consensus guidelines regarding Door County Emergency Services (“Provider”) provision of Interfacility Transport Services (“IFT”) to Door County Memorial Hospital (“Hospital”):

- A. Request by Hospital to Provider for IFT.
 - 1. Request shall be made by phone to Provider (920.743-5461).
 - 2. Hospital will give Provider reasonable notice of the need for IFT.

- B. Upon receipt of Hospital’s request for IFT, Provider will:
 - 1. Make a discretionary determination if Provider has the ability to perform the requested IFT.
 - a) If yes, activate ambulance crew to service Hospital’s request for IFT.
 - b) If no, notify Hospital.
 - 2. Provider will endeavor to respond to Hospital’s request for IFT within one (1) hour.

- C. Supportive Documentation.
 - 1. Hospital will accurately and thoroughly document the need for IFT and directly related patient care needs. This includes all information customarily maintained by Hospital for, and minimally necessary to evidence, the IFT requested, such as:
 - a) Two factor authentication;
 - b) Patient presentation and reason for IFT (medical necessity and reasonableness);
 - c) Care provided prior to IFT (e.g., vital sign trends, interventions performed, medications given, images, diagnostics and results);
 - d) Care expected to be provided during IFT;
 - e) Need for, and availability of, eligible Hospital staff for IFT;
 - f) Physician’s certifying statement;
 - g) Transfer destination and accepting physician’s name;
 - h) Handoff patient chart for receiving facility; and
 - i) Any other information reasonably requested by Provider.
 - 2. Provider will furnish Hospital a Trip Report for each IFT.

- D. It is understood that Provider’s 9-1-1 emergency response obligations take precedence over IFT.