Walworth County Fire/EMS Study Committee
April 12, 2018 Meeting Minutes
Walworth County Government Center, County Board Room 114
100 W. Walworth Street, Elkhorn, Wisconsin

The meeting was called to order at 1.00 p.m. by Dale Wilson.

Roll call was conducted, and a quorum of members was present: James Weiss, Denise Pieroni, Bruce Vander Veen, and Chair Dale Wilson. A quorum was declared.

County Administrator David Bretl, Captain Jamie Green, and Chief Rod Smith were also in attendance.

Weiss made a motion, seconded by Vander Veen, to approve the agenda as amended with the request to move 8c to after public comment. Motion carried 4-0.

Wilson made a motion, seconded by Vander Veen, to approve the February 15, 2018 meeting minutes. Motion carried by voice vote.

Public comment period— none

- Discussion regarding progress of the study committee and form and timing of final recommendations.
  David Bretl discussed the progression of the committee over the past year and the time to start developing some tangible recommendations is approaching. He states he does not think the committee is going to solve all of the problems expressed by departments and governmental bodies, but one of the values the EMS Committee can bring is to offer recommendations to the communities about how to fix or address these issues. He continued with stating the committee has talked about dispatch and the idea of a consolidated dispatch center, but the action of making it happen will not happen for a while. When county decision makers review that issue however, the committee’s input would be considered. Another example of this approach includes the committee making recommendations regarding the level of resources that need to be devoted to fire and EMS. This might be useful to a community facing a referendum. He distributed a draft document that would include a list of summarized recommendations from the committee with the survey data included as an appendix.

Pieroni stated that she felt the committee still has a lot of gaps including the perspective of private agencies, the reliance of communities on those agencies, and a possible role the county could have in terms of providing higher levels of service. She also stated by looking at the survey results the committee could provide different models with background and case studies that people can look at to get an idea of which would suite their situation the best. Bretl stated looking at the dispatch was a worthwhile exercise, the privates is a topic that should be looked into further, and figuring out if the county has a role at providing ALS should be pursued. Wilson agreed that the survey results should be included in the document; Vander Veen added...
that some of the answers and key points will have to be summarized and there are gaps between what fire chiefs and municipalities see as a problem. Weiss stated that when the committee was put together it was a great idea, common ground was made, but there has not been much progress from that time. He continued there the lack of support and interest from communities and departments for this effort may be because the committee’s focus is too wide. He suggested that maybe the EMS route is the route to focus on. Wilson added that EMS is the majority of the call volume. Pieroni agreed and stated EMS has higher level of training requirements and the committee should focus on that kind of consolidations and a model for the county to provide assistance.

Bretl recommended a living document approach meaning, by the end of each future meeting, the committee adds a recommendation to the list. Pieroni thinks doing some kind of public survey or brochure to the public is important because people expect a service but do not actually understand it and how it functions. Vander Veen made a motion, seconded by Pieroni, to add a consolidated-unified dispatch as the first item on the draft recommendations list. Motion carried.

Unfinished Business

- Letter updating departments on the progress of the study.
  A draft letter was handed out to committee members. This letter would be delivered to all the participants who completed the survey to inform them of the direction the committee is headed. Pieroni suggested drafting an additional or adjusting the current letter so that it can be sent out to those parties who did not participate also because the committee could be recommending things that could impact them. It was agreed to change the second area of focus to read as follows: Explore alternative staffing models. Vander Veen made a motion, seconded by Pieroni, to recommend a modification of the letter in order to be delivered to both parties. Motion carried.

- Modification of membership and role of 9-1-1 governing board.
  Bretl stated the 9-1-1 governing board met with Chief Tim O’Niell, chair of the board and it appears the mandate of the board is not clear in everybody’s mind. O’Niell agreed the board could be given a new charge, membership, and name; could be an interim step towards the committee’s goal of a consolidated dispatch. By creating a board with fire, police, and EMS representatives from departments could help the run the operation similar to how the Rock County Dispatch Center functions. Bretl would like to move forward with this action and noted some ordinances would need to be updated. Captain Jamie Green, assistant chair of the 9-1-1 governing board spoke about changing the make-up of the board and stated having some direction for the committee would be beneficial to get the membership back involved. Wilson stated it was recommended at the last meeting for the board membership to be re-examined and he would like to place that recommendation on the draft recommendations list because the necessary direction for the person in charge of the committee is needed from a collective body to help drive consistency.
Pieroni questioned if this is an independent recommendation or are there other items to consider such as GPS. Vander Veen clarified they are talking about the formation and function of the board. He stated the change of membership will help bring a better focal point to the committee for a more consistent product. Green stated the attendance for MABAS meetings depends on the location of the meeting. The county EMS committee meeting is sparsely attended based on their 18 agencies; there is not a lot of representation at those meetings. By having two EMS, two fire, and two law enforcement members on the committee it gives those agencies a direction of having someone to go to that will bring the issues to the committee and provide feedback to that governing body.

Bretl stated currently there are a wide variety of people on the current 911 Committee. The goal is to mandate or strongly encourage protocols, current membership is unlikely to make that happen. Wilson agreed that the board would advise what protocol would work for the collective group that is represented by that body and advise the communications captain on what would work best for those represented there. It was agreed the function of the board would include: advising the sheriff regarding protocols, technology, and customer service. Customer service would include standardized training; current training includes APCO courses. Wilson stated members should only represent the body or department in which the member was chosen to represent. Vander Veen stated the EMS representatives have to be licensed EMTs so the EMS division is properly represented rather than having a fire chief that has both qualifications. Bretl questioned who would nominate members. Vander Veen answered MABAS could provide candidates for both fire and EMS. Wilson made a motion, seconded by Pieroni, to add on the draft recommendations list the recommendation to direct county staff to redo the charter of the 9-1-1 governing board including but not limited to: specifically identify the membership as described in the last Fire/EMS Study Committee meeting; identify their mission as being to review protocols; to make recommendations to the communications captain; to provide input and guidance; to support the necessary functions of the communications center; and, to have universal protocol. Motion carried.

The representation of each PSAP on a committee was discussed. Green said there is a trend nationwide to consolidate dispatch centers so there is a primary and a backup in each county. This avoids excess PSAPs. Pieroni stated if this group is potentially going to also participate in a transition, buy-in might be really important from that perspective and if there are protocols, should the committee be encouraging them for all PSAPs. Wilson stated that having the membership count too large will make the board inefficient. Green clarified that in the previous meeting it was recommended to have the board consist of two fire departments, two EMS, two law enforcement, the county EMS medical directors, and chair of MABAS 103; the addition of a representative from the other three PSAPs would increase the membership count to 12. Wilson stated to encourage the board to be between nine and twelve members with the understanding that the goal is to have all PSAPs represented.

**New Business**

- Discussion regarding the role of GPS/ Pro Phoenix in improving response times.

Green stated that at the MABAS 103 meeting it was announced that Lake Geneva Fire Department was going to put together a presentation for chiefs at an upcoming meeting.
concerning the GPS/Pro Phoenix system. The Walworth County Sheriff’s Office is willing to host the servers if enough fire agencies are willing to buy-in. The fire module is separate from the law enforcement module. The GPS system was briefly discussed and the ways it could be used such as having the GPS active on squads so dispatch can see where they are located. At the previous EMD meeting, it was discussed about having the GPS into the privates’ rigs as well, but it was unsure if that was possible to enforce. Bretl clarified the county bought Pro Phoenix for CAD and a law enforcement records management system. All the municipal units that are on the system can be seen. Green stated that all of the agencies except Village of Bloomfield has purchased a license and is on the records management system. Green stated that the fire version of this system is everything the police have but with the fire RMS. Vander Veen stated departments are already paying fees for different software for reports, training, and inventory, but this program brings it all together. Pieroni stated Delavan recently transitioned to Pro Phoenix and the whole system was just under $150,000 for police only; however, they already had the notebooks necessary for the system. Green stated it was mentioned that the licensing fee was $1,900 per unit that is put on the system.

Bretl questioned if there was an option to only place it in ambulances. Green replied yes but his guess is the more units you put on it, the cheaper it becomes per unit. Bruce stated the real benefit in GPS falls into EMS; fire units usually stay within their response area whereas ambulances are constantly going everywhere. Bretl suggested the system might not be as valuable on fire trucks but it is on ambulances, yet there still needs to be some protocol or agreement among EMS departments and agencies. Pieroni clarified that every department is still relying on privates for some level of care and the privates would have to buy-in to the system or the protocol would be that, that agency would not be called because dispatch would not know where that agency’s vehicle is located. Green stated that from a business stand point the privates would be willing to spend the licensing fees, but it is up to the independent agencies to get the equipment. Vander Veen stated a problem is that their rigs are always moving so the same ambulances are not always in the area; however, if the privates are on the system time is not lost calling agencies because dispatch can see which is the closest rig/who is available. Pieroni commented until there is a commitment to be county-wide, the system does not provide much benefit. Green said he would reach out to Pro Phoenix and get a cost estimate for the servers and licensing fees for possibly 13 ambulances. Pieroni made a motion, seconded by Weiss, to add to the draft recommendations list the recommendation of GPS on ambulances with the adoption of protocols. Motion carried.

- Discussion regarding public survey.
Committee agreed to put this topic on hold for future meeting.

- Potential inclusion of ideal everyday response times in final recommendations.
Bretl questioned if it was possible to define best practices and does it have value to chiefs or elected officials. If so, the topic could be an appendix to recommendations document. Pieroni thinks response time is related to the geographic area, but there is also the term of being out the door; some people live further so they should know it is going to take longer for service to arrive. Weiss thinks it has a value but not sure how you quantify it with all the variables.
Wilson stated Dr. Andrews forwarded him the NFPA standard for response times and he thinks if a chief wants to make a case for more staff or resources from the municipality, he/she has the viable information to support the case. Vander Veen commented on the tiered response system with police that have some paramedic training who on the scene 90% of the time within minutes. He continued that it is up to the communities to spend the money to make staffing changes to alter response times. Bretl questioned how do elected officials know if they are providing adequate service or not; what case do you make to the taxpayers. Pieroni stated that it is important to educate residents and not necessarily make a standard, but response times could help evaluate protocol and direction.

Chief Rod Smith of the Elkhorn Area Fire Department stated the referendums he has looked at include numbers that he does not think make a difference on our specific area and evaluating something the committee does not have a lot of control over is a waste of time. Weiss stated that the county has diverse communities and thinks elected officials should have some kind of expectation and understanding depending on where they live. Smith stated that every department has the data that you could match up against the national average. Bretl asked if they wanted to consider any kind of recommendation or finding on that having first responder training is an integral part of this. Bruce recommended having deputies and police receive first responder training in order to be able to at least assess the patient. Green stated that first responders is one of the basic training of the law enforcement and that the Sheriff’s Office has a policy that they respond to every EMS call to at least assess. Bretl suggested getting more specific on the next agenda and talk about that one of the recommendations is with volunteers departments, that law enforcement takes on an important role and the recommendation that they be first responders and respond to rescue calls and be equipped. Pieroni commented that it should not be limited to volunteer departments. It was agreed to add topic for further discussion to the next agenda.

Public comment period- Smith stated that he would like to committee to study financing options harder. He suggested getting the municipalities and county together to lobby against the state to change the two percent levy cap; that is the only viable way to support fire and EMS. Vander Veen questioned if it would be beneficial for someone to explain to municipalities how to have a successful referendum and advertise it. Bretl suggested adding finance-levy cap referendums on the next agenda. Wilson also suggested adding to a future agenda discussing county involvement in ALS service. Wilson’s concern with private agencies is they are in it for business and that is going to drive who they serve. Pieroni stated that county could also contract with privates and provide incentives to make sure the privates are obligated to take calls within the county boundaries. Weiss stated his understanding was that the surveys showed people wanted to work more efficiently and thinks the committee should find more solutions. The solution may include needing financing but at least there will be reasoning behind it. Smith stated the problem with using other department’s resources is if they are doing someone else’s call and they cannot charge for it, they are not going to like that. Weiss thinks that is something that needs to be addressed county-wide; is everyone going to charge or establish a common fee schedule.
Smith stated that the financial part is one of the easiest things to fix, but staffing is a real issue. Compared to last year’s technical college system, the enrollment for fire/EMS classes decreased 50% from the year before. If it continues there will be a bidding war for filling positions; the pay scale is so low. Bretl stated there should be clarification on the billing process when calls are taken by other municipalities. He also suggested adding the discussion of staffing models as a topic for a future agenda.

**Confirmation of next meeting date and time**: May 10, 2018 at 1:30 p.m.

**Adjournment**
On motion by Weiss, seconded by Vander Veen, Chair Wilson adjourned the meeting at 2.58 p.m.
EMERGENCY MEDICAL AMBULANCE SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this the __ day of ____________, 2013, by and between the Washington County Emergency Medical Rescue Board (the "Board") and ______________________ (the "Provider").

RECITALS

WHEREAS, the Board was established to regulate, contract for, and expend funds for the delivery of emergency medical ambulance services in Washington County, Alabama (the "Services"); and

WHEREAS, the Board identified the Provider as the lowest responsible bidder based upon the Provider’s response to the Board’s Invitation to Bid on provision of the Services; and

WHEREAS, the Board and the Provider desire to set forth in writing the terms of their agreement.

NOW THEREFORE, in consideration of the premises, the mutual promises, agreements, covenants, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. TERM. The Initial Term of this Agreement shall be from ____________, 2013, to ____________, 2016. At the expiration of the Initial Term, this Agreement will automatically renew for an additional twenty-four (24) months (the "Renewal Term"), unless either party has provided the other party with written notice of termination at least _____ (____) calendar days prior to the last day of the Initial Term.

2. CONSIDERATION.

   (a) During the Initial Term of this Agreement, the Board shall pay to the Provider the sum of ____________ ($______) per month, payable on or before the ____ day of each month. During the Renewal Term, if any, the Board shall pay to the Provider the sum of ____________ ($______) per month, payable on or before the ____ day of each month.

   (b) As additional consideration, the Board shall extend to the Provider an option to lease a certain parcel of land and the improvements thereon owned by the Board and located in Chatom, Alabama, which is more particularly described on Exhibit A hereto (the "Property"), upon terms and conditions to be agreed upon by the parties in a separate lease agreement. The proposed lease, if executed, shall terminate when this Agreement expires or is terminated, unless the Board and the Provider mutually agree upon a different term.
3. **SCOPE OF SERVICES.** The Services shall include provision of emergency medical ambulance services for all of Washington County, Alabama, in accordance with the following terms and conditions:

(a) The Provider, at its own expense, will maintain and operate an Advanced Life Support Emergency Medical Ambulance Service and provide and furnish all personnel, labor, medical equipment, ambulances, communication equipment, supplies, and other items that may be necessary and required for the provision of such Services.

(b) The Provider will furnish and utilize vehicles and equipment that meet or exceed the federal, state, and local requirements for Advanced Life Support Ambulance Services, as well as the KKK-A-1822 Federal specifications for ambulances as outlined by the General Services Administration.

(c) The Provider will provide, on a continuous 24-hour per day / 365 days per year basis, at least two (2) fully equipped, staffed, operational, and licensed ambulances fully dedicated to serve only within the boundaries of Washington County, Alabama. Both ambulances shall serve the citizens of Washington County and shall be capable of providing Advanced Life Support Emergency Ambulance Services at paramedic level to persons requesting aid or transported thereon, excepting only where a basic life support service is appropriate and approved by an appropriate facility. One ambulance shall be based at the Board’s station in Chatom, Alabama, and the other ambulance will be stationed at [_____________________] [a location within Washington County mutually agreed upon by the Provider and the Board].

(d) The Provider’s personnel standards will meet or exceed the standards required by federal, state, and local laws, rules, and regulations for Advanced Life Support Ambulance Services.

(e) All Provider ambulances shall have two (2) forms of communication capabilities that provide vehicle-to-hospital communications and for entry of patients into the Alabama Trauma Communications Center (“ATCC”). Additionally, all vehicles shall have radio communication capabilities with the following Very High Frequencies (VHF) to be used for mutual aid and disaster responses: 155.175 EMS-TAC 1; 155.205 EMS-TAC 2; 155.235 EMS-TAC 3; 155.265 EMS-TAC 4; 155.340 Hospital 1 (HEAR) (VMED28); and 155.347 (VMED 29).

(f) The Provider shall, at all times, be in full compliance with and operate under the rules and regulations set forth by the Alabama Department of Public Health – EMS Division.

(g) The Provider shall maintain the ambulances and the equipment and supplies therein according to the Office of Emergency Medical Services and Trauma
("OEMS&T") certification. A copy of all compliance and inspection reports, as well as a copy of all follow-up reports issued in relation thereto, must be provided to the Board within a reasonable time after the preparation of the same or upon the Board’s written request.

(h) The Provider shall have all necessary certificates, permits, licenses, or other documentation evidencing that it is in full compliance with all state and federal laws regulating Advance Life Support Emergency Medical Ambulance Services.

(i) The Provider shall keep full and complete accounting records of all charges billed to and collected from each of its patients or clients or from Medicare, Medicaid, or any other public or private insurance carrier.

4. **TRAINING.** The Provider will provide all necessary training and continuing education courses for its agents, servants, and employees as may be necessary or required under the rules and regulations set forth by the Alabama Department of Public Health – EMS Division and will require that all of its agents, servants, employees and contractors meet the highest standard of training.

5. **MUTUAL AID AGREEMENTS.** The Provider will utilize participating local municipal and volunteer fire departments serving the citizens of Washington County as First Responder Units. The Provider shall request the assistance of participating First Responder Units for presumptive Emergency Transport Calls and other situations as agreed upon by the mutual aid agreement, if any. The Provider has entered into or will use its best efforts to enter into a mutual aid agreement with the Washington County Volunteer Fire Department Association and will provide a copy of such agreement and any amendments thereto to the Board.

6. **INSURANCE.** The Provider shall maintain in full force and affect a liability insurance policy with a minimum policy limit of One Million Dollars ($1,000,000.00) per person and Two Million Dollars ($2,000,000.00) per occurrence and shall name the Board as an additional insured. Said insurance policy shall be maintained on any vehicle of Provider that is used to deliver the Services during the term of this Agreement and any renewals or extensions thereof. The Board reserves the right to request that Provider make available to the Board proof of insurance that meets the requirements of this paragraph.

7. **INDEMNITY.** The Provider will indemnify and hold the Board harmless from any and all claims, demands, losses, liabilities, and judgments, including all costs, reasonable attorneys’ fees and expenses incident thereto, which may be suffered by, accrued against, charged to, or recoverable from the Board by reason of any violation of law, rule, or regulation or by reason of any injury or death of persons or damage to property arising out of, as a result of, or in any way connected with Provider’s provision of the Services.
8. **WORKMEN'S COMPENSATION.** The Provider shall maintain workmen’s compensation insurance at all times as required by law in respect to all of its employees engaged in providing the Services.

9. **REPORTS TO THE BOARD.**

   (a) **Annual.** The Provider shall provide to the Board annually, on the anniversary date of this Agreement, a certified statement of financial condition prepared by a certified public accountant.

   (b) **Monthly.** The Provider shall provide to the Board monthly written reports on the previous month’s ambulance run operations for each ambulance run, including cancelled calls and patient transfers, that includes the following information:

   (1) date of run;
   (2) location of ambulance when run initiated;
   (3) time of dispatch;
   (4) time in route to scene;
   (5) time arrived on scene;
   (6) time departed scene;
   (7) time arrived at receiving facility and name of facility;
   (8) time returned to service;
   (9) nature of medical complaint; and
   (10) total mileage traveled during run.

10. **AMBULANCE CHARGES.** The Provider shall have the right to charge the user of its ambulance services a reasonable fee for services rendered and may collect from such users through Medicare, Medicaid, or any other public or private insurance carrier.

11. **REPRESENTATIONS AND WARRANTIES.** Provider represents and warrants that:

   (a) It is properly licensed by the OEMS as an Emergency Medical Provider Service as an ALS Transport (ground) and that it shall maintain such license in good standing during the term of this Agreement.

   (b) All of its personnel operating its ambulances and providing the Services hereunder shall be and shall maintain in good standing such licenses as may be required under the Alabama Department of Public Health-EMS Division rules and regulations.

   (c) Neither the Provider nor any of its personnel have been convicted of any criminal offense related to health care or the provision of services paid for by Medicare, Medicaid or any Federal health care program.

(872396.1)
(d) Neither the Provider nor any of its personnel have been excluded from participation in any Federal health care program, including Medicare and Medicaid.

12. **DEFAULT.** If the Provider’s Services are unsatisfactory or inadequate, in the Board’s sole discretion, or if the Provider is in material default under this Agreement, the Board shall have the right to give the Provider written notice specifying the default complained of or the unsatisfactory or inadequate nature of the service. If the Provider fails to cure the default or defect complained of within thirty (30) calendar days of the date of said notice, the Board shall have the right to terminate this Agreement by providing an additional _________ (___) calendar day’s written notice to the Provider.

13. **EXCLUSIVITY.** During the term of this Agreement, and any extensions or renewals thereof, the Provider shall be the exclusive provider of emergency medical ambulance services for the Board in Washington County, Alabama.

14. **INDEPENDENT CONTRACTOR.** It is the express intention of the parties hereto that the Provider is and shall be an independent contractor under this Agreement and no partnership, franchise, joint venture, employment, agency or fiduciary relationship shall exist between the Provider and the Board. This Agreement does not constitute the Provider as the agent, franchisee, legal representative, or employee of the Board for any purpose whatsoever, and the Provider is not granted any right or authority to assume or create any obligation for, on behalf of, or in the name of the Board. The Provider agrees not to incur or contract for any debt or obligation on behalf of the Board or to commit any act, make any representation, or advertise in any manner that may create the appearance of any agency relationship between the Provider and the Board or adversely affect any right of the Board.

15. **MISCELLANEOUS.**

15.1 **ENTIRE AGREEMENT.** This Agreement (including all exhibits attached hereto) contains the entire agreement between the parties hereto with respect to the subject matter hereof.

15.2 **ASSIGNMENT.** Except as expressly provided in this Agreement, the rights under this Agreement shall not be assignable nor the duties delegated by any party without the prior written consent of the other party hereto.

15.3 **GOVERNING LAW.** This Agreement and the rights and duties of the parties hereunder shall be governed according to the internal laws of the State of Alabama.
15.4 AMENDMENT. This Agreement may not be modified, terminated, or amended nor any of its provisions waived except by a written instrument signed by the party to be charged or by its agent duly authorized in writing.

15.5 MULTIPLE COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement by each of the parties on the dates respectively indicated notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

15.6 NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the following addressees or at such other address as shall be given in writing by any party to the others:

TO BOARD: Washington County Emergency Medical Rescue Board
Attn: 
P.O. Box 214
Chatom, Alabama 36518

TO PROVIDER: 


15.7 CAPTIONS. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

15.8 GENDER AND NUMBER. Wherever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine, and neuter and the number of all words shall include the singular and plural.

15.9 NO THIRD PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

15.10 WAIVER. No waiver by any party of any default, misrepresentation, condition, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent or different default, misrepresentation,
condition, or breach of warranty or covenant hereunder or in any way affect any rights arising by virtue of any prior, different, or subsequent such occurrence.

15.11 CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. All exhibits attached hereto are hereby made a part hereof, and are incorporated herein by this reference as if set out in full herein.

15.12 TIME IS OF THE ESSENCE. Time is of the essence in the performance of each party’s obligations under this Agreement and the satisfaction of all conditions hereto.

15.13 DISPUTE RESOLUTION. The parties hereby irrevocably submit to the exclusive personal jurisdiction of the Circuit Court of Washington County, Alabama, for the purpose of any suit, action, proceeding, or judgment that, directly or indirectly, arises from or relates to this Agreement, provided that any party to this Agreement shall be entitled to enforce an order or judgment of an Alabama state court in any other court having jurisdiction over any other party hereto. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the venue of any proceeding brought in the Circuit Court of Washington County, Alabama, and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

[Signature Pages to Follow]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, as of the date first written above.

WASHINGTON COUNTY EMERGENCY MEDICAL RESCUE BOARD

(SEAL)

By: ____________________________

Its: __________________________

STATE OF ALABAMA

COUNTY OF WASHINGTON

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that ______________________, whose name as ______________________ of the WASHINGTON COUNTY EMERGENCY MEDICAL RESCUE BOARD is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this _______ day of ________________, 2013.

________________________________________
Notary Public
State of Alabama at Large
My Commission Expires: ________________________

{872396.1}  8
PROVIDER:

(SEAL)

By: 

Its: 

STATE OF ALABAMA

COUNTY OF 

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that , whose name as of the is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official notarial seal this day of , 2013.

Notary Public
State of Alabama
My Commission Expires: 

(872396.1)
EXHIBIT A

Legal description of the property:

LOT 2, BLOCK 20 of the Granade Addition to the Town of Chatom, more particularly described as follows: From the Southwest corner of Block 19 of the Granade Addition to the Town of Chatom, run thence East 516.5 feet to a point on the West margin of Jordan Street, also known as the State Highway No. 17; thence Northerly along the West margin of Jordan Street 105 feet to the point of beginning of the herein described Lot 2, Block 20; thence run North along the West margin of Jordan Street 95 feet; thence West to the East margin of the A.T. & N. Railroad right-of-way; thence Southwesterly along the East margin of the A.T. & N. Railroad right-of-way to a point directly West of the point of beginning; thence run East back to the point of beginning.
Uber to the ER?
Ambulances are expensive. Efforts are building to diversify the current system.

It’s more than just an inexpensive, convenient way to get to the airport or back home safely from an evening of bar-crawling. More and more, people are calling Uber, Lyft and other ride-hailing services in place of ambulances to take them to the emergency room. There’s no mystery to their motivation. People see ride-hailing as more reliable and vastly cheaper than traditional emergency transport: A ride in an ambulance can cost a user as much as $1,200, depending on what insurance covers.

So it probably shouldn’t be surprising that in March Uber announced that it was venturing into health care. Uber Health is a digital portal that allows health-care organizations to book rides for a patient or caregiver. The company says it is also working to allow people without access to a smartphone or computer to receive trip details.

It’s not the first time that ride-hailing companies have been tapped to supplement traditional health-care transportation options. Last year, the AARP Foundation and UnitedHealth Group partnered with Lyft and the University of Southern California to offer free rides to low-income Los Angeles seniors who had missed two or more medical appointments in the previous year. And the University of Pennsylvania offered Lyft rides to 800 West Philadelphia Medicaid patients for scheduled appointments.

The results for the Philadelphia project weren’t particularly encouraging: The missed appointment rate improved by barely a percentage point. Still, these projects are evidence for many in health care that the current model of health transportation and ambulatory services needs to be diversified. Ambulances, along with government-provided para-transit for the disabled, are increasingly thought of as overly expensive services plagued with bureaucratic inefficiencies and the high costs of “super-utilizers” who overuse the transportation services and emergency rooms. “We’ve done a wonderful job of telling people that they can call 911 and have emergency services show up,” says Dean Dow, president and CEO of the Reno, Nev-based Regional Emergency Medical Services Authority (REMSA). “Now we must educate people on when to use and when not to use it, as well as give people alternate numbers [for nonemergency situations].”

Serving Reno and Washoe County since 1986, REMSA is a nonprofit provider of emergency medical services that receives funding from both the state and federal government for a three-pronged effort aimed at taking some of the pressure off of its ambulance services. The program’s offerings include a nurse health line for people needing immediate health advice. There’s an alternate transportation program that sends people who don’t really need the ER to more appropriate services such as urgent care, a mental health facility or rehab. And a paramedic program helps those super-utilizers with needs like nutrition and medication management.

Similar efforts are underway elsewhere. In 2014, for example, the city of Houston launched its Emergency TeleHealth and Navigation program, which connects patients with a nurse over video chat if a paramedic responding to a 911 call deems a situation a nonemergency. In its first three years, the program has reportedly prevented some 6,000 emergency transports.

There are barriers to quick, widespread adoption of these alternatives. Private insurers are reluctant to reimburse new models of care without years of data and evidence of effectiveness. Dow says REMSA struggles “on a weekly basis” to find long-term reimbursement streams, even with support from the state’s Medicaid program. But “the model has to evolve,” he says. “It’s not functional for the future.”

Email mquinn@governing.com
The Walworth County MRC is seeking both medical professionals and non-medical personnel who can not only assist in supplying support during an emergency, but who can be part of a team that offers assistance during the year with health fairs and community outreach programs.

Please join us for an informational meeting

Tuesday, May 22nd
6 to 7pm
Community Room
Matheson Memorial Library in Elkhorn

Light refreshments will be served.

For more information on MRC please contact
Walworth County Division of Public Health at
262-741-3140 or
walcoph@co.walworth.wi.us.
Recommendations of the Walworth County Fire/EMS Study Committee
Table of Contents

I. Executive Summary..........................................................................................................................

II. Background.....................................................................................................................................

III. Recommendations......................................................................................................................

IV. Appendices
   a. Appendix A: Fire/EMS Department Survey Data.................................................................
   b. Appendix B: Governmental Bodies Survey Data.................................................................
I. EXECUTIVE SUMMARY
(Reserved)

II. BACKGROUND
In response to the requests of numerous towns, cities, and villages located in Walworth County, in 2016 the County Board of Supervisors passed Resolution 31-11/16 establishing the Walworth County Fire/EMS Study Committee. Membership of the committee consisted of three fire and EMS professionals and four government representatives; one each representing town, village, city and county government. The following individuals were appointed to the committee: Lowell Hagen, Whitewater town chair; Jim Weiss, who served as both the Linn town chair and administrator for the village of Williams Bay; and Denise Pieroni, administrator for the city of Delavan. The fire and EMS perspective was represented by: Lake Geneva’s Fire Chief John Peters; Bruce Vander Veen, Chief of Sharon Fire and Rescue; and Dave Nelson, an Assistant Chief with the Lauderdale-LaGrange Fire/Rescue department. Dale Wilson, the County’s human resources director, represented Walworth County government. The county board eventually modified the structure of the committee to provide a number of alternate members and to create advisory seats for the county’s emergency medical directors, Doctors James MacNeal and Steven Andrews. County Board Supervisor Ken Monroe was the county government alternate while Dennis Martin, Fontan’s village administrator, was the local government alternate. Fred Schalow, Chief of the Bloomfield-Genoa City Fire and Rescue was the fire service’s alternate member. The Study Committee held its first meeting on March 23, 2017.

III. RECOMMENDATIONS
A. Walworth County should establish a consolidated-unified dispatch center that operates independently of the Sheriff’s Office and which would be responsible for

B. The charter of the current 9-1-1 governing board should be modified to include Fire/EMS and law enforcement professionals and the duties of the committee should be changed to include the following:
   1. Review protocols and encourage common protocols
   2. Make recommendations to the communications captain

C. GPS devices should be installed on all ambulances in the County with the capability to be located in real time by a centralized dispatch center. Protocols should be developed to encourage the closet ambulance to respond to the emergency.

D. Since law enforcement is often first on the scene, encourage all law enforcement agencies to ensure that deputies and police officers receive first-responder training and have basic life-saving equipment in squad cars