The meeting was called to order by Chair Dale Wilson at 1:09 p.m.

Roll call was conducted and a quorum of members was present: Chair Dale Wilson, Vice Chair John Peters (1:46 pm), Denise Pieroni, Bruce Vander Veen, Dave Nelson. Lowell Hagen and James Weiss were absent. Others present: Dr. Steven Andrews-Aurora Health Care; Dr. James MacNeal-Mercy Health (1:14 pm); Walworth County Administrator David Bretl; Captain-Communications Jamie Green; Village of Darien Trustee Cheryl Kaufenberg; Sean Marquis, Mercy Health

Bruce Vander Veen made a motion, seconded by Denise Pieroni, to approve the agenda as presented. Motion carried by voice vote.

Pieroni suggested a change to the July 19, 2018 minutes on page 1, clarifying there are other paramedic services in Walworth County, but Lake Geneva is the only municipality with its own service. She requested the change “municipally-staffed paramedic service” be made. She also noted that her last name is misspelled in the minutes and requested they be corrected. Pieroni made a motion, seconded by Dave Nelson, to approve the July 19, 2018 meeting minutes as amended. Motion carried by voice vote.

Public comment – Captain-Communications Jamie Green recognized the Committee for acknowledging dispatchers and the stress that their jobs entail. Green commented that Dr. MacNeal had indicated a dispatch-centered response plan would be ideal in last month’s meeting. Green disagreed and stated plans should already be made and written so when the emergency occurs, there is already a plan in place. He added it is unfair to put all of the responsibility on the dispatchers to choose who to send. By having response plans preset between agencies, it allows for dispatchers to more easily follow procedures in times of crisis.

Regarding the summary report of times that Vice Chair Peters had mentioned, Green clarified that Walworth County does not currently have the same ProPhoenix services as Lake Geneva. He added the Sheriff is willing to host the server and infrastructure but the County would need to get the ProPhoenix fire module in order to generate the National Fire Incident Reporting System (NFIRS) report mentioned. This would also require agencies to be on the fire module and to submit their NFIRS reports to the County. The program would need to operate at the county level and at each agency level as well. He added the agencies within Walworth County need to improve their reporting of call times after the initial dispatch and acknowledgement times. There has never been a request for this information so this will be an operational change for the dispatch center. Green will do research to see if it is possible to go back into calls and enter times retroactively. Currently, the County cannot create a report to display individual calls so it would be very time consuming to get a listing of all calls and times associated with them. Pieroni inquired how quickly the fire module could be implemented and Green said it would take some time to get the same report that Vice Chair Peters is able to request for Lake Geneva. Wilson asked if it is possible to create a similar report with our current software and Green said he will need to talk with ProPhoenix, and there may be an associated cost. He added that most of the information on Lake Geneva’s report should be available to each fire department through NFIRS, but it just may not be in the same readily available form.

Dr. MacNeal arrived to the meeting while Captain Green was speaking and he clarified that he had not meant dispatchers should respond on their own. He agrees with Green that there should be a plan in place for times of crisis.

Cheryl Kaufenberg, Village of Darien Trustee, introduced herself and said she is currently serving her last two year term for the Village. She discussed issues that exist between the Town and Village of Darien and explained
how the Village has tried to solve the issue of insufficient coverage for emergency calls. She discussed the
decision by the Village to vote against using Metro and how they had instead chosen Medix services due to the
high cost of Metro. She said the Village has been doing better this past June and July since the creation of a
POC (Paid-On-Call) program and provided a complete report on progress. She also offered to furnish the report
to anyone who is interested and stated that she believes the program is making a difference.

Unfinished Business

- Staffing models for fire and EMS departments

Wilson clarified prior discussions had taken place and this is a follow-up. He said this will be discussed with
Item 8D.

New Business

- PSAP guidelines

Chair Wilson read through the enclosure obtained from Rock County and confirmed with Bretl there had not
been another meeting related to the 911 board. He asked Captain Green if Walworth County has any agreements
with departments like Rock County described in the document and said this would be a good document to use in
creating our own. Captain Green said he checked with Kathy Nitsch in the Sheriff’s Office and she said there
are not any agreements like this between any agencies for whom Walworth County dispatches. Green said there
is value in specifying what is expected from dispatchers and agencies and he believes a document like this
would be an excellent starting point. Wilson said if we’re making recommendations, it should be a change of
common protocols and this document would make a lot of sense. He said we could work with Corporation
Counsel to come up with a similar agreement that could possibly be discussed with the 911 board. Nelson
agreed and said it would be helpful if what is expected from both sides was in writing. Captain Green added that
part of the document would address training, so a change in expectations should result. Pieroni inquired about
the difference between Rock County and the 911 board and Wilson answered they are comparable, although we
do not have the larger municipalities that Rock County does. Vander Veen added we need to have rules. Pieroni
asked how PSAPs in the county work together and Vander Veen said he assumed the 911 board would be
discussing this. Bretl advised a copy of the ordinance be reviewed.

- Monthly response time reports

Wilson referenced Peters’ enclosure and added it was discussed during the public comment period. He said one
potential difficulty is a lack of responses from struggling departments and one recommendation would be to rely
on departments at this stage, which may present a challenge. Pieroni pointed to page 15 and said this was a great
chart to include with the four key response times. She asked if all four of those are currently available but just
not put into the right field in the software yet to be able to be reported in the future. Green said there are similar
areas in our CAD response times but our current software is not the same. He will be in discussion with
ProPhoenix to discuss possible information we could acquire. Green added it is up to ProPhoenix what
information we can access. Pieroni inquired about the Cities of Delavan and Whitewater and Green said they
are currently on the same system as Walworth County and do not have access to the reports Lake Geneva has.
Walworth County has no control over how those dispatchers are reporting times. All departments are trained by
the same company but they may have different protocols. Wilson said it would be helpful to this Committee to
be able to see monthly response time reports by agency, as well as the 911 board. Vice Chair Peters arrived at
1:46 pm. He inquired how the County goes about Quality Assurance for EMD and Green said there is no report
from ProPhoenix for that and they go through EMD calls manually and do a random audit. Pieroni inquired
about pricing for each agency if the County were to include the fire module because each municipality would be
responsible to send someone to discuss possibilities. She asked if ProPhoenix could provide an estimated cost to
the County for hosting the server, along with the cost to each municipality for the basic level of service. Peters
said each municipality would also need to pay for the cost of each vehicle and report software, and other
hardware that needs to be purchased. Green said the County would pay to host the server, but the price would be
dependent on how many vehicles are connected in each municipality. Green said we would have to get the fire side of the program, at least at the county level, to generate the correct reports. Vander Veen said this is an advantage of taking this discussion to the 911 board. Green said ProPhoenix could possibly create reports from the information we have. Green added that ProPhoenix runs 30-90 seconds behind so dispatchers have to handwrite times and then enter them later, but the system response has gotten better. Vander Veen added the 911 board can look at this information and decide what is important. Bretl distributed ordinance 1117-06/18 regarding the 911 board. Discussion ensued regarding nomination and membership on the 911 board.

- Waukesha County study report
  Wilson commented that the top priority identified is dispatch, and this is ours as well. The majority of the other information related to specifics in the Waukesha County area. Vice Chair Peters noted the report recommended regionalization of EMS and better utilization of Fire/Paramedics, keeping ambulances in strategic locations, rather than separation of Fire and EMS. Discussion ensued regarding benefits of cross-training and the federal regulations related to hours and overtime pay for 24 vs. 12 hour shifts. Green said one recommendation was loosening standards for low-threat calls and said he will discuss this idea with the EMD committee. He also recommended having a third party evaluate protocols and added the County is budgeted for a study committee for dispatch in 2019. This can tell us if we need to add staff, change protocols, etc. Peters added it was interesting how many departments had consolidated before this study, Western Lakes Department for example. He believes they have 5-6000 calls per year and they have a minimal full-time staff with part time staff for additional coverage. He said Waukesha County seems to be doing a good job with sharing services. Pieroni inquired if we could get more information and Peters suggested that someone could come and talk to us from one of the organizations.

- Additions, deletions or edits to Committee Recommendations document
  Discussion ensued regarding recommended changes document and the following changes were discussed:
  
  - Change item III.B.v. to say: “Develop a unified dispatch protocol for all PSAPs to include, but not be limited to, response time standards and required mutual aid protocols,” and remove item III.F, changing item III.G to item III.F.
  - Change item III.E to add: “to aid in information sharing, consistent reporting, and GPS monitoring.”
  - Add item III.G to say: “Require all PSAPs to generate reports of response time statistics by agency to both the Fire/EMS committee and the 911 Governing Board.”
  - Add item III.H to say: “Encourage regional cooperation in evaluating resources and utilizing financial support, if allocated from the Walworth County budget.”

  **Vice Chair Peters made a motion, seconded by Pieroni to make changes to Committee Recommendations document as discussed. Motion carried 5-0.**

Pieroni added the Committee discussed earlier that other departments could come in and discuss new methods and how they have been working. Vice Chair Peters said he would contact Western Lakes and see if someone can come to our meeting. Dr. MacNeal asked if someone could come with their PSAP as well to answer questions regarding dispatch and response. Dr. Andrews said there should be a third party to ensure budget and accreditation is correct. Pieroni suggested we look for different certifications and the value of accreditations. Wilson asked Green if he could research different accreditations and how ours line up with what is required. Green will report on current accreditations. Dr. MacNeal said that to be successful, the medical director should be local for any 911 ambulance provider in Walworth County rather than someone from further away. Vander Veen added it would be ideal to have one set of protocols. Dr. Andrews said the state is considering mandatory statewide protocols and said involved medical direction should be a natural requirement but he is unsure how that could be made into a county requirement. Dr. MacNeal said the County should try to prevent private
ambulance services from coming in and taking calls. He thinks that any service responding to a 911 situation should be approved by someone so private services cannot come in and take revenue. Discussion ensued regarding agreements and protocols. Pieroni asked if there could be a recommendation regarding medical direction. She went back to page 15 in report and asked if there should be a recommendation that all PSAPs provide response and Wilson replied that number 5 would cover that.

**Public comment** – Cheryl Kaufenberg inquired about the Southwestern group mentioned by Vander Veen in the previous meeting and Vander Veen confirmed the group was still meeting. She also mentioned that a young woman in her community inquired about joining an agency and said she could pass along the woman’s information to anyone who is interested in hiring her. She also inquired about dive teams in the County and discussion followed.

Sean Marquis, Mercy Health inquired if ALS should be included in recommendations and assessment of ALS utilization and find a way to provide ALS care when needed. He asked about separating BLS and ALS response requirements and possibly tying in private ambulance services when they are needed. Dr. MacNeal reiterated that any EMS unit responding as part of Walworth County would need to have GPS tracking, local medical direction and all be a part of the same system. Vice Chair Peters agreed with Dr. MacNeal, and said we have enough difficulty covering BLS calls. Municipalities and departments need to assess their services provided and see if they are really meeting their needs. If they are not, then they need to come up with a plan to meet those needs. This committee’s charge is to provide recommendations for service. Dr. MacNeal said we should not paint ourselves in a corner with recommendations, but we should provide appropriate response times for Fire, BLS, and ALS calls and find efficiencies for the entire system. The overarching theme of the recommendations should be how to achieve high standards for Fire and EMS services. Wilson said he will have Emily circulate the recommendations after changes are made to all members and ensure changes are being captured correctly.

**Next meeting date and time:** The next meeting was confirmed for Tuesday September 25, 2018 at 1:00 p.m. in County Board Room 114 at the Walworth County Government Center.

Bretl added funding has been carried forward and suggested this be discussed at the next meeting because it will be difficult to roll the funds into next year. Discussion ensued regarding the possibility of using funds towards ProPhoenix to help with reports, analysis, and GPS capabilities. Green agreed to research ProPhoenix and the ability to procure the data this committee is looking for. He will be out of town for next month’s meeting but will get the information to Bretl and Wilson.

**Adjournment**

On motion by Nelson, seconded by Pieroni, Chair Wilson adjourned the meeting at 2:56 p.m.

Submitted by Betsy Stanek, Administrative Clerk II. Meeting minutes are not considered final until approved at the next regularly scheduled meeting.
Roll call was conducted and no quorum was established. Chair Dale Wilson, Vice Chair John Peters (arrived at 1:27 p.m.) and Denise Pieroni were present. Bruce Vander Veen, Dave Nelson, Lowell Hagen and James Weiss were absent.

Others present: Dr. Steven Andrews-Aurora Health Care; Dr. James MacNeal-Mercy Health; Walworth County Administrator David Bretl; Ashley Vickers, Mercy Walworth; Rebecca LeMire, Village of Darien Administrator; Sean Marquis, Mercy Health

[Recorder's Note: Although no quorum was established, members present discussed various agenda items in no particular order and no actions were taken. Discussion began at 1:11 p.m.]

Unfinished Business
- The County’s potential role in Advanced Life Support Services (ALS)
- Follow-up on speakers for consolidation of dispatch

New Business
- Potential use for Fire/EMS Study Committee funds
- Additions, deletions or edits to Committee Recommendations document
- Topics for next meeting

Wilson stated as there was not a quorum present, discussion could take place but no actions. Discussion followed regarding the County’s potential role in Advanced Life Support (ALS) services. MacNeal said ALS is necessary. While there are private providers in Walworth County, they do not have contracts that require them to be at 911 emergencies. The County needs to be able to guarantee an ALS response when required. The private ambulances are not subsidized to provide ALS care; they are based here for the opportunity of revenue. He believes money needs to be directed towards making a decent ALS response. Pieroni directed the committee to the refinements she made to Dr. Andrews changes, which were distributed at the meeting. She referred to III.I (formerly III.H) regarding encouraging regionalization of the EMS services, possibly including a partnership with the County, to ensure ALS ambulances are available. Andrews agreed with Pieroni’s refinements and MacNeal’s comments, but added some areas need help with even basic calls and multiple pages. He believes regionalization would be a move forward for the County. Pieroni added in the case of the County needing to support a major incident, there could be a possible surcharge for departments that do not show up for calls. MacNeal said it can be difficult for volunteer services to get calls covered during the day and some agencies in the County are in danger of shutdown by the State EMS office. When this occurs, other departments are left to cover for the shutdown agency, resulting in shortages elsewhere. He said a countywide ALS system could work but we need agreement from the other departments. Wilson inquired if the county would have a role in staffing EMS, or just with the cooperation and regionalization of the current resources. MacNeal said it is an issue of increasing ALS resources. Regionalization of BLS services is possible. Unless we subsidize private providers, we can’t have a regionalization effort with them. He noted an ALS ambulance costs around $500,000 a year. The County doesn’t own the necessary ALS equipment and cannot regionalize until we get those resources. Bretl inquired how many ALS rigs would be required for the County if we were to move forward. MacNeal stated that a minimum of two ALS rigs could work, but if we did the intercept model, the necessary amount could change. The departments and municipalities currently transporting patients for revenue would be unhappy with the decrease in revenue. There would need to be departmental responsibility to transport BLS calls so ALS calls could be handled by the ALS ambulance. MacNeal explained how intercept services generally operate: there is usually a paramedic in their own vehicle that will show up when an ambulance is needed and they will
join the BLS crew. Once they are on board the ambulance, it is upgraded to the paramedic level of service and the patient can be treated and billed at that level. Andrews said there are many factors that would affect how many ALS ambulances would be required, but given the current demand of calls, he believes the County would need two or three at a minimum. Wilson inquired as to the percentage of ALS calls currently in the County. Andrews said ALS calls make up approximately 10-15% of total calls. Bretl commented that the intercept model would possibly be more feasible and cost-effective and take away less revenue. Wilson said this is a possible ALS solution but there would still need to be regionalization in order to fix BLS coverage issues, because a paramedic cannot intercept if no ambulance responds to the call. MacNeal said if the County wanted to set this up as a service with the potential to generate revenue, they would need to also do non-emergency transports between institutions to make up for revenue, as well. The issue is how to build and subsidize a county system. The County could work with private ambulance providers and give them the necessary requirements and, in exchange for that, Walworth County would pay the private provider a subsidy. The cost of this could potentially be less than starting a County-run squad. Bretl inquired how municipalities working with private providers operate and Pieroni explained the Village of Darien has a contract and the fees paid to them are based on estimated figures for cost and revenue. MacNeal said we would need to come up with criteria for who would respond to which areas. The county needs to be able to work with the Fire Chiefs and then also assist them at the county level. Peters said the problem is not ALS, although he agreed that three ALS ambulances would fill a gap. Staffing is the biggest problem and we need to fix that. The way we have solved a lack of BLS coverage in the past was using private ambulances. In the past, the issues were generally with EMS, but now there are starting to be staffing issues with fire as well. Discussion ensued regarding staffing issues and call volume. Wilson noted there seemed to be a general consensus among the members present and suggested members come to the next meeting ready to offer a recommendation for what the County’s role in addressing the staffing and coverage issues needs to be. Bretl added this Committee needs to move forward, especially with the idea of regionalization, and how the County can make that work. Discussion continued regarding possible solutions. Bretl suggested a program that would allow departments to opt-in. Village of Darien Administrator Rebecca LeMire noted there are some municipalities that are not interested in working as a group. Peters said those municipalities need to realize there is a cost involved. Discussion ensued regarding possible models and the responsibility of municipalities versus the County to provide services and pay for them. Bretl described how the County library tax system works and said we could propose a similar concept. He suggested this Committee prepare three possible models that could be sent to Chiefs for input.

Public comment – Sean Marquis, Mercy Health said it is important to remember the people involved in the daily operations. He agreed with the idea of regionalization. Marquis added it may be beneficial to separate fire and EMS from each other somewhat, as burnout is more of an issue for those who are doing both fire and EMS. He added it would be an issue to rely too heavily on an intercept because it does not address the need for departments to have the staff available to transport. He agreed the County needs more ALS services. He concluded by saying it is important to remember patients don’t care where help is coming from.

Wilson requested each committee member organize their ideas and submit them to Emily in Administration prior to the October meeting.

Next meeting date and time: The next meeting was confirmed for Tuesday October 23, 2018 at 11:00 a.m. in County Board Room 114 at the Walworth County Government Center.

The meeting ended at 3:18 p.m.
Dr. MacNeal’s 3 Models

1. Countywide ALS intercept program to augment local BLS transport services. This is similar to current approach, but County would be responsible for ensuring ALS availability rather than private ambulances.

2. Countywide ALS transport ambulance program to augment local BLS services for both ALS needs and BLS transports when system needs it.

3. Continue as is, but county provides subsidy to private ambulances to ensure ALS coverage for entire county.
Memorandum

To: Walworth County Fire/EMS Study Committee Members
From: Denise Pieroni, Study Committee Member
Re: Pilot Program Recommendation
Date: October 19, 2018

Background
At the last meeting, the Committee discussed possible ways that Walworth County may be able to support local fire/EMS Departments within the County. Discussion on initiating a possible County pilot project was discussed and it was recommended that Committee members develop recommended concepts as to how a county support program might operate.

Proposal
Although recruiting volunteers for Fire Response is also facing challenges, the proposal outlined herein provides for cross-trained responders but focuses on providing ALS response throughout the County. This proposal also recognizes that this is a pilot project and as such focuses initially on the County contracting for ALS Services from one or more qualified private ambulances services. To be considered a “qualified ambulance service” the private ambulance service must: (1) receive medical direction from within Walworth County; (2) utilize ambulances that are equipped to handle ALS calls; (3) have available in each and every ambulance that is used for County response a GPS system approved and which can be monitored by County; (4) staff any and all ambulances used for this service with, at minimum, 2 paramedics (Firefighter/Paramedics preferred); and (5) ambulances providing service through the County must remain in the County unless the patient from an ALS emergency call requires treatment at a facility outside of the County.

County contracts for two 24-hour ALS ambulances staffed with two paramedics. One ambulance to be located in the vicinity of County Highway 0 and South Shore Drive and one ambulance to be located at the Walworth County Sheriff Facility.

Municipalities (“Municipality”), either independently or through a share services approach, provides at minimum BLS response to their designated service area. The level of service provided for a “one ambulance response” by the Municipality will determine when a County response is required. No ALS service provided by the Municipality – County dispatched to all ALS calls; ALS service provided by the Municipality – County dispatched for second ALS calls or calls requiring multiple ALS responses.

To receive ALS service from the County, Municipality must enter into an agreement with the County. Under the agreement, the Municipality must commit to providing BLS response within their designated service area for at least the initial BLS call for service. The objective is to keep County Ambulance service available for ALS calls. As such, when a County Ambulance responds to an ALS call and it is determined that that level of service is not required, the Municipality, if not responding to another call, assumes responsibility for transporting the patient. The authority to bill rests with
the party transporting the patient. Patient care is the critical factor and must be addressed. The agreement should therefore allow for a response to an initial BLS call if Municipality fails to respond within the time period identified in the agreement. In each calendar year, the Municipality will be billed by the County $250 for a 1st non-response; $500 for a 2nd non-response; $750 for a 3rd non-response; $1,000 for a 4th non-response and $1,500 for each non-response thereafter. (For purposes of this program, Non-Response is defined as not meeting the provisions of DHS 110 for an initial response; if initial crew is committed to a call, no non-response fee will be charged). In a non-response situation, the Municipality retains the obligation to transporting, to the extent necessary, a BLS patient. If the Municipality does not respond in time to transport the BLS patient, the Municipality will also be charged the cost differential between the billing for ALS and BLS.

Cost for County Service to be covered through a property tax levied throughout the County. This cost will be offset by billing revenues and non-response charges for service. If not feasible to implement on a Countywide basis, consideration should be given to a regional approach, subject to minimum number of municipalities committing to participate and consistent with this program summary. In a regional approach, consideration should be given to providing one ambulance with two paramedics and a third paramedic to provide intercept services. Working with the Southwest Walworth County Fire/EMS Planning Team to utilize this area as a smaller pilot project may be feasible. Under this regional piloting approach, only properties located within participating municipalities (Cities, Villages and Towns) would be taxed by the County for these ALS services.
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.

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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.

(c) 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.
(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 hereeto.

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 hereeto. 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]
Recommendations of the Walworth County Fire/EMS Study Committee
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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 emergency services dispatch.

B. Until Recommendation A is accomplished: 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:
   i. Review protocols and encourage common protocols;
   ii. Make recommendations to the communications captain;
   iii. Make recommendations on evaluating customer service levels;
   iv. Review data and make recommendations on dispatch staff training and quality assurance.
   v. Develop a unified dispatch protocol for all PSAPS to include, but not limited to, response time standards and required mutual aid protocols.

C. GPS devices should be installed on all ambulances, including private agencies contracted for service in the County with the capability to be located in real time
by a centralized dispatch center. Protocols should be developed to determine when to dispatch the closest 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.

E. Encourage fire departments and EMS agencies to support the concept of utilizing the ProPhoenix fire module countywide to aid in information sharing, consistent reporting and GPS monitoring of vehicles.

F. Encourage every agency to assess their response statistics and ability to meet the NFPA response standards. This assessment should identify their strengths and opportunities and be shared with their leadership and local elected officials.

G. Require all PSAPs to generate reports of response time statistics, by agency, to the Fire/EMS Committee and the Emergency Communications Advisory Committee.

H. Encourage regional cooperation in evaluating resources and utilizing financial support, if allocated, from the Walworth County budget to facilitate this cooperation.