

<p>Notice of Public Meeting Monday, September 9, 2019 11:00 a.m.</p>	<p>JOINT ADMINISTRATIVE COMMITTEE & PUBLIC SAFETY COMMITTEE MEETING</p>	<p><i>Door County Justice Center Multi-Purpose Room, 1st Floor 1201 South Duluth Ave, Sturgeon Bay, WI</i></p>
<p><i>Oversight for Child Support, Clerk of Court, Circuit Court, Corporation Counsel, County Administrator, County Clerk, District Attorney, Human Resources, Register in Probate, and Veteran's Service Office</i></p>		

AGENDA

- 1. Call Meeting to Order**
- 2. Establish a Quorum ~ Roll Call**
- 3. Adopt Agenda / Properly Noticed**
- 4. Public Comment**
- 5. New Business (Review / Action)**
 - Request for Statement of Qualifications-Emergency Medical Services Program
 - a. Review, Discussion & Decision Re: American Medical Response's Proposed 'Consulting Services Agreement', 'Data Request' & 'Mutual Confidentiality Agreement'
- 6. Meeting Per Diem Code**
- 7. Adjourn**

Deviation from the order shown may occur



SUSTAINABILITY THROUGH SERVICE

August 2019

ATTN: Mr. Ken Pabich, County Administrator
Door County, Wisconsin
Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235
Email: kpabich@co.door.wi.us | Phone: 920.746.2303

RE: DOOR COUNTY NEEDS ASSESSMENT AND EMS CONSULTATIVE SERVICES

Dear Mr. Pabich:

The team at American Medical Response thanks you for your interest in a potential multi-level relationship between AMR and the Door County, Wisconsin Emergency Medical Services (EMS) Program. AMR is well-equipped to partner with Door County to explore a variety of scenarios and options for system management. We operate in more than 40 states, providing hundreds of municipalities with compliant and innovative EMS solutions. Our team of more than 28,000 employees operate a fleet of 7,000 vehicles and aircraft to safely transport millions of patients each year.

UNDERSTANDING YOUR NEEDS & GOALS

Over the past weeks of discussion and discovery, our team has learned more about the County's rich history of service to its citizens and guests. Our goal is to help you sustain high-quality services and to recommend and offer potential enhancements that further your goals for a high performance EMS program. In addition to a thorough needs assessment, we also recommend other services that will illuminate current state and identify actionable data we can use together to develop a far-reaching and impactful plan of action for future success. These services include the following:

- **Operations Planning and Analytics Platform (OPAP):** An exhaustive review of deployment best practices centered on meeting demand efficiently
- **Salary Range Study:** Analysis of current salaries in the EMS industry in comparison to like roles and systems, considering cost of living and other factors
- **Billing Review:** A detailed examination of billing processes aiming to streamline processes and increase revenue

- **Benefits Analysis:** Looking more closely at ways personnel benefits costs can maximize dollars for the County and maintain care for employees
- **Pre-negotiated Supply Cost:** An overview and action plan to leverage AMR's considerable buying potential to reduce or extend the investment associated with supplies
- **Diversified EMS System:** Examining how unique system features, such as the County's ports, can be better supported, while maintaining service levels throughout the area

Recognizing Door County's history of system investment and innovation, our concepts do not include us replacing the county's service with our own program. Rather, we have several advanced scenarios in which the county can maintain this progress to create a sustainable public-private EMS partnership with AMR. Simply put, we would preserve the level of investment the County has already made, sustain the quality of the service and care, and leverage our vast experience and national best practices to enhance the system.

NEXT STEPS

Keeping this idea of partnership in mind – and assuming there is interest from the county, its fire departments, and other stakeholders – we propose the County and AMR enter into a 60-day period of due diligence where we collaborate, present ideas, and exchange information. During this period, we would gather more specific program data, discuss ideas with interested stakeholders, and tailor our draft model to the exact needs of this community. From there, we would develop and present our custom-designed Door County EMS Program Proposal, complete with financial options and a detailed description of our similar experience and county-specific approach.

On the following pages, you will find our Mutual Confidentialty Agreement, a formal Data Request, and a Consulting Services Agreement. Please review and return these items to begin engaging our team to conduct the needs assessment and other services.

If you have any questions or thoughts, please feel free to contact me at any time. Thank you for your consideration.

Sincerely,

Thomas J. Maxian

President, Northeast Region
AMERICAN MEDICAL RESPONSE (AMR)

481 William Gaiter Parkway | Buffalo, New York 14215
C: 716-364-9519

www.amr.net

A Global Medical Response Solution.

MUTUAL CONFIDENTIALITY AGREEMENT

Please review and sign the Mutual Confidentiality Agreement on the following pages.



MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into, as of _____ **2019** (“Effective Date”), by and between **Door County Wisconsin** (the “Company”), and **American Medical Response** (“AMR”). The terms of this Agreement shall apply to and be enforced upon the operating subsidiaries of both parties.

1. Definition of Confidential Information. “Confidential Information” means (a) any technical and non-technical information related to a party’s business and current, future and proposed products and services of each of the parties, including for example and without limitation, each party’s respective information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, pricing, sales information and marketing plans and (b) any information a party has received from others that may be made known to the other party and which such party is obligated to treat as confidential or proprietary; provided, however, that any such information disclosed by a party to this Agreement (the “Discloser”) will be considered Confidential Information of Discloser by the other party that receives the Confidential Information (the “Recipient”), if the information would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the Discloser’s business and the industry in which Discloser operates.

2. Nondisclosure and Nonuse Obligations. Recipient will not use, disseminate, or in any way disclose any of Discloser’s Confidential Information to any person, firm or business, except to the extent necessary for the purpose described below the signatures to this Agreement (the “Purpose”). Furthermore, neither party may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any form of public media without the prior written approval of the other party. Recipient shall treat all of Discloser’s Confidential Information with the same degree of care as Recipient accords to Recipient’s own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser’s Confidential Information only to those of Recipient’s employees, consultants and contractors who need to know such information. Recipient certifies that each such employee, consultant and contractor will have agreed, either as a condition to employment or in order to obtain Discloser’s Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser’s Confidential Information. Recipient shall assist Discloser in remedying any such unauthorized use or disclosure of Discloser’s Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Recipient’s obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall not apply to any of Discloser’s Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser’s Confidential Information (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser and shall use best efforts to seek a protective order or otherwise prevent such disclosure.

4. Ownership and Return of Confidential Information and Other Materials. All of Discloser’s Confidential Information, and any Derivatives (defined below) thereof, whether created by such Discloser or Recipient, are the property of Discloser and no license or other rights to such Discloser’s Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, “Derivatives” shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. All materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished by Discloser to Recipient (whether or not they contain or disclose Discloser’s Confidential Information) are the property of such Discloser. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Discloser’s option, (a) all such Discloser-furnished materials and (b) all materials in Recipient’s possession or control (even if not Discloser-furnished) that contain or disclose any of such Discloser’s Confidential Information. Recipient will provide Discloser a written certification of Recipient’s compliance with Recipient’s obligations under this Section.

MUTUAL CONFIDENTIALITY AGREEMENT

5. Independent Development. Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to such Discloser's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by such Discloser's Confidential Information.

6. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7. No Warranty. All Confidential Information is provided by Discloser "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

8. No Export. Recipient will obtain any licenses or approvals the U.S. government or any agency thereof requires prior to exporting, directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing any such data.

9. Term. This Agreement shall govern all communications between the parties that are made from the Effective Date to the date on which either party receives from the other written notice that subsequent communications shall not be so governed; provided, however, that a Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall continue in perpetuity with respect to the Discloser's Confidential Information that such Recipient has previously received unless such obligations no longer apply pursuant to Section 3 (Exclusions from Nondisclosure and Nonuse Obligations).

10. No Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Injunctive Relief. A breach by Recipient of this Agreement will cause irreparable and continuing damage to Discloser for which money damages are insufficient, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

12. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by or facsimile transmission, upon acknowledgment of receipt

of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Company:

**Mr. Ken Pabich, County Administrator
Door County, Wisconsin
Government Center, 421 Nebraska Street
Sturgeon Bay, WI 54235**

If to AMR:

**Thomas J. Maxian, President NE Region
AMERICAN MEDICAL RESPONSE (AMR)
481 William Gaiter Parkway
Buffalo, New York 14215**

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6363 S. Fiddlers Green Circle, Suite 1400
Greenwood Village, Colorado 80111

13. Governing Law; Forum. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Colorado. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Colorado, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Colorado, such personal jurisdiction shall be nonexclusive.

14. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

15. Waiver; Modification. If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties consent in writing.

16. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral.

MUTUAL CONFIDENTIALITY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“AMR”

“Company”

By: _____
Thomas J. Maxian
President, Northeast Region

By: _____
Kent Pabich
County Administrator

Purpose: The purpose of this Mutual Confidentiality Agreement is to **Insert Purpose or reason for the Confidentiality Agreement.**

BILLING METRICS

- Current list of charges by payer and type or “Charge Master.” Example: ALS2 private pay rate, plus mileage rate.
- Current month’s billing reports including, aging report, cash receipts, write-offs, write-downs, etc.
- Copies or descriptions of insurance or payer agreements.

ASSETS

- Fleet list
- Large capital asset list such as stretchers, monitors, ventilators, etc.
- Describe other assets such as boats, ATVs, etc.

AGREEMENTS

- Current labor contract with IAFF
- Payer agreements (Blue Cross / Blue Shield, Aetna, etc.)
- Long-term leases for occupancy or vehicles
- Long-term supplier or vender agreements
- Interagency agreements for services like dispatch, mutual aid, or asset sharing

CONSULTING SERVICES AGREEMENT

Please review and sign the agreement on the following pages.





Ken Pabich
County Administrator
Door County
Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Re: Professional Services to Door County, Wisconsin (“Door County”)

Dear Mr. Pabich:

This letter sets forth our agreement (“Agreement”) under which American Medical Response (“AMR”) will provide Consulting Services as more fully described below to Door County. Your signature in the space below indicates your acceptance of and agreement to these terms and conditions.

1. **Services.** The specific services AMR will perform include a Door County ambulance needs assessment (“Services”). The Services will include a review of the current system and suggested action items. It will involve consultation with Door County staff and ambulance system stakeholders.

2. **Compliance with Law.** AMR shall perform all Services diligently, in a commercially reasonable manner and in strict compliance with all applicable state, local and federal laws, regulations and ordinances. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

3. **Compensation.** Door County will pay AMR a flat fee of \$7,500 following Door County’s receipt of invoice. Door County will pay AMR’s invoice within thirty (30) days of receipt.

4. **Effective Date, Term and Termination.** The effective date of this Agreement shall be September 3, 2019 (“Effective Date”) and the term (“Term”) of this Agreement shall run through October 31, 2019. Either party may terminate this Agreement without cause by providing the other party with fifteen (15) days prior written notice.

5. **Relationship of Parties.** AMR shall perform the Services solely as an independent contractor. AMR shall not, without the prior written consent of Door County, enter into any contract or commitment in the name of or on behalf of Door County or attempt to bind Door County in any respect whatsoever. AMR agrees to accept full responsibility for any and all taxes that may be due to any governmental authority, including (without limitation) income taxes, that are assessed in any manner against the compensation received by AMR pursuant to this

Agreement. All work created by AMR in the performance of the Services shall be a work made for hire and solely belong to Door County.

6. **Indemnification.** AMR agrees to indemnify Door County for any liability or costs it may incur, including reasonable attorneys' fees, arising from any breach of this Agreement or any negligent or intentional act by AMR.

7. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law.

8. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties.

If the above described terms and conditions are acceptable to Door County, please sign the enclosed of this letter and return the same to us at your earliest convenience.

Very truly yours,

AMERICAN MEDICAL RESPONSE

By: _____ Date _____
Thomas J. Maxian, President, Northeast Region

Accepted and agreed:

DOOR COUNTY, WISCONSIN

_____ Date _____
Ken Pabich, County Administrator