

- A. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute.
- B. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division in which the Contractor's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.
- C. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department.

XIX. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.
- B. Expenses incurred during the Contract Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Contract Agreement.

XX. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XXI. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor. The amount of the bond shall be no less than the amounts of any pre-payments under this Agreement.

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. The Contractor and Contractee understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXIII. SPECIAL PROVISIONS

1. The project's work plan including the objective(s) to be addressed, specific activities to achieve the objective(s), the population(s) and area(s) to be served, and measurable outcomes delivered for each activity is defined in Exhibit I.
2. The Regional Area Trauma Council budget and budget narrative clearly documents how the state funds will be used to accomplish the project's work plan as defined in Exhibit II.
3. A final program report is due to the Contract Administrator within 30 days of the end of the contract period, reporting on work plan outcome measures and describing any problems in work plan completion and efforts to resolve.

XXIV. TIMELY CONTRACT AGREEMENT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.


Contractee's Authorized Representative

9-13-2011
Date

Sandra L. K. Breitborde
Contractor's Authorized Representative
Sandra L. K. Breitborde, MA, MA
Deputy Administrator
Division of Public Health
Department of Health Services

10-3-11
Date

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name: Shared Health Services, LLC of LaCrosse LLC
Agency CARS Number: 617517057
Agency CARS Type: 290
Contract Period: July 1, 2011 through June 30, 2012
Contract Amount: \$49,911.00 per RTAC

Profile ID# 153311 Profile Name: Trauma Care System - RTACs
Contract #

Funding: 100% State GPR 101

Exhibit I

2011-2012 RTAC Objectives

| Objective/Strategy | Supporting Documentation | Measure(s) of Success | Contract Completion |
|---|---|---|--|
| <p>The purpose of a Regional Trauma Advisory Council is to develop, implement, monitor and improve the regional trauma system. The functions and responsibility of the RTAC are delineated in DHS 118.06. RTAC programming efforts are funded through state tax dollars (GPR) in through the project number associated with the State Trauma Program through Appropriation 102. This document also serves as Exhibit I to the 2011-2012 RTAC Contract.</p> <p>1. Maintain RTAC infra-structure in a manner that supports participation by all representative members and is consistent with HFS 118.06.</p> <p>This objective is intended to demonstrate compliance with the Administrative Rule for the Trauma Care System related to the structure of the RTAC.</p> | <p>Meetings are held, there is an Executive Council, a fiscal agent, a coordinating facility, etc. Agendas and minutes are communicated in a timely manner (ie, posted on RTAC web site, or by email, etc). An archived copy maintained by the RTAC.</p> <p>RTAC minutes provide the supporting documentation of the presence of an Executive Council, regular meetings (a minimum of 4 per fiscal year/contract) and membership is consistent with DHS 118.06.</p> | <p>Target for contract completion is 100% compliance.</p> | <p>Response of yes/no if attained the identified measure of success.</p> <p>If for some reason the target is not met – an explanation of extenuating circumstances must be attached to the year end Certificate of Compliance.</p> |
| <p>2. RTAC reviews regional trauma registry data collected under HFS 118.09 when/if provided reports from the department.</p> <p>This objective is intended to demonstrate the intent for compliance with the Administrative Rules for the Trauma Care System found in 118.06 and 118.10.</p> | <p>Hospitals in the RTAC review and submit data to the Trauma Registry.</p> <p>Regional data is reviewed at the level of the RTAC – documented in the RTAC minutes.</p> | <p>Response of yes/no if attained target</p> | <p>Target for contract completion is 100% compliance.</p> <p>If for some reason the target is not met – an explanation of extenuating circumstances must be attached to the year end Certificate of Compliance.</p> |

| Objective/Strategy | Documentation | Measure(s) of Success | Targets/Comments |
|---------------------------|----------------------|------------------------------|-------------------------|
|---------------------------|----------------------|------------------------------|-------------------------|

2011-2012 RTAC Objectives

| Objective/Strategy | Documentation | Measure(s) of Success | Targets/Comments |
|--|---|---|--|
| <p>3. RTAC has a functional Performance Improvement Program.</p> <p>This objective is intended to demonstrate the effort to meet the intent for compliance with the Administrative Rules for the Trauma Care System found in 118.06 and 118.10. The objective is to work through the PI process on a trauma related issue/concern.</p> | <p>RTAC minutes or subcommittee minutes provide documentation related to a performance improvement process/activity for at least one specific issue or process within the region.</p> | <p>Response of yes/no if attained target</p> | <p>Discussion</p> <p>Target for contract completion is 100% compliance.</p> <p>If for some reason the target is not met – an explanation of extenuating circumstances must be attached to the year end Certificate of Compliance.</p> |
| <p>4. Develop and Revise Regional Trauma Plan</p> <p>This objective is intended to demonstrate compliance with the Administrative Rule for the Trauma Care System DHS 118.06 (3)(L)2.</p> | <p>RTAC minutes provide the supporting documentation of the discussion or revision of the Regional Trauma Plan.</p> | <p>Response of yes/no if attained target</p> | <p>Target for contract completion is 100% compliance.</p> <p>If for some reason the target is not met – an explanation of extenuating circumstances must be attached to the year end Certificate of Compliance.</p> |
| <p>5. RTAC maintains/supports trauma related education and training in the region (may include EMS and other organizations).</p> <p>This objective is intended to demonstrate compliance with the Administrative Rule for the Trauma Care System DHS 118.06 (3)(k).</p> | <p>Appropriate educational offerings/information is reviewed at RTAC and is available in the minutes of the meeting.</p> <p>RTAC minutes provide the supporting documentation of the presence of information sharing related to trauma education and training activities in the region.</p> | <p>Response of yes/no if attained target – meaning that there is documentation in the minutes from the RTAC meetings regarding the type of educational or training offerings.</p> | <p>Target for contract completion is 100% compliance.</p> <p>If for some reason the target is not met – an explanation of extenuating circumstances must be attached to the year end Certificate of Compliance.</p> |

2011-2012 RTAC Objectives

| | | | Discussion |
|--|--|--|---|
| <p>6. RTAC maintains/supports injury prevention related education and training in the region (may include hospitals and other organizations).</p> <p>This objective is intended to demonstrate compliance with the Administrative Rule for the Trauma Care System DHS 118.06 (3)(k).</p> | <p>Injury prevention offerings and information is discussed at RTAC meetings.</p> <p>RTAC minutes provide the supporting documentation of the presence of information sharing related to injury prevention activities in the region.</p> | <p>Response of yes/no if attained target – meaning that there is documentation in the minutes from the RTAC meetings regarding the type of injury prevention efforts or education.</p> | <p>Target for contract completion is 100% compliance.</p> <p>If for some reason the target is not met – an explanation of extenuating circumstances must be attached to the year end Certificate of Compliance.</p> |

Contract Agreement: Exhibit II

North/Northwest Regional Trauma Advisory Council FY 2012 Projected Budget

| Category | Amount | Justification |
|--|--|--|
| Personnel / Services | \$31,000.00 | RTAC Coordinator compensation which includes all expenses, including but not limited to travel expenses, office supplies, internet access, cell phone usage related to business. Involves oversight and active involvement in the development, implementation, and evaluation of all endeavors embarked upon by the NNWRTAC as necessary to accomplish the Objectives set forth below. Past experience indicates activities related to this position generate approximately 0.5 FTE. |
| Consult / Contract | | |
| Program Supplies | \$0 | Postage, Printing Paper, Printer Ink, Misc Office Supplies, Internet Access, Cell Phone use related to RTAC business - Included in RTAC Coordinator compensation as indicated above |
| Agency Operations | \$1,000.00 | Fiscal Agent Fee- Shared Health Services- Includes Annual Audit, Monthly Financial Statements, Monthly Report expenses incurred on DMT-855 to Bureau of Fiscal Services/CARS Unit, Funds will be held in a separate bank account and reconciled monthly, All required documentation is retained and available upon request, Monthly payments to RTAC Coordinator for services rendered in accordance with the agreement from the Regional Trauma Advisory Council (payments on the 15 th of each month assuming funds are available), payment to RTAC Coordinator for expenses incurred assuming supporting receipts or other documentation are provided and the expenses are allowable based on the RTAC agreement and the state allowable expenses, In addition, up to 15 checks for other payments as directed by RTAC that help fulfill the contract with the State of Wisconsin. |
| Agency Operations | \$750.00 | Web Site - Upkeep & maintenance fee for NNWRTAC website. Includes posting information & documents to website, updating information as changes necessitate. |
| Projects | | |
| 1. Maintain RTAC infrastructure in a manner that supports participation by all representative members and is consistent with HFS 118.06. | \$0 Included in RTAC Coordinator compensation above | NNWRTAC plans on holding RTAC meetings of the Executive Council & PI Committee no less than quarterly. Participation by hospitals & EMS services within the region is essential to development & maintenance of a cohesive regional & state trauma system. Agendas, minutes, & supporting documents shall be sent to all agencies within the RTAC as well as posting on RTAC website. |
| 2. RTAC reviews regional trauma registry data collected under HFS 118.09 when/if provided reports from the department. | \$0 Included in RTAC Coordinator compensation above | Active use of the Trauma Registry as a source for regional & state aggregate data is imperative to development of a successful PI Program and well-functioning trauma system. Achieving this objective shall be dependent on ability of RTAC to extract reports from the Registry. |
| 3. RTAC has a functional Performance Improvement Program. | \$0 Included in RTAC Coordinator compensation above | PI is defined as a method of evaluating and improving processes of trauma patient care that emphasizes a multidisciplinary approach to problem solving. It is a mandatory, essential part of any State or Regional Trauma System, or a Trauma Program at a hospital for the identification of issues, a plan to resolve, and then loop-closure to evaluate whether an issue has been resolved. As such it becomes an integral part of a successful trauma system. Maximal achievement of this objective shall be dependent on the ability of the RTAC to extract regional data from the Registry. |
| 4. Develop and Revise Regional Trauma Plan. | \$0 Included in RTAC Coordinator compensation above | RTAC Coordinator project based on revision of the most recent 2008 NNWRTAC Regional Trauma Plan. Plan to be distributed to all RTAC hospitals & EMS services upon completion, ensuring that all RTAC agencies have a uniform point of reference with regard to the State of Wisconsin Trauma System & their role within such a system. Included in RTAC Coordinator compensation noted above. |

| Of \$49,911, which is the amount quoted us by DHS | \$17,161 left to spend | All assumptions should be based on \$49,911 starting amount. |
|--|------------------------|---|
| 5. RTAC maintains/supports trauma related education and training in the region (may include EMS and other organizations). | | Potential programs include, but are not limited to the following, all of which are extremely important to maintaining well educated personnel at NNWRTAC agencies, and ultimately improving care for the traumatized patients within the region: |
| 5. Continued | \$5,100 | 1. PHTLS Class for EMS personnel |
| 5. Continued | \$2,400 | 2. TNCC Course/Scholarships for Nurses |
| 5. Continued | \$100 | 3. Medical Directors Course generously provided on a volunteer basis by the most active Medical Directors in the NNWRTAC to help new or uninformed Medical Directors within the region to provide relevant services to their EMS agencies. Amount stated is primarily for the cost of venue. |
| 5. Continued | \$1,000 | 4. CALS Course Equipment |
| 5. Continued | \$1,500 | 5. PHTLS Course Equipment - Current equipment used is generously provided by a hospital, is 8 years old and in poor shape. PHTLS courses are provided to NNWRTAC members yearly. |
| 5. Continued | \$2,561 | 6. EMT-Basic & 1st Responder Courses for qualified persons indicating a desire to achieve these levels of training & work for an EMS agency within the RTAC to address the issues of recruitment & retention identified as a problem for rural services within the NNWRTAC |
| 5. Continued | \$0 | 7. Trauma Basics Training for EMS services, supported by funding from WHEPP |
| 5. Continued | \$0 | 8. Train - The - Trainer Classes for EMS Agencies participating in Patient Tracking Grant Project. Supported by funding from grant. |
| 5. Continued | \$2,500 | 9. Towards purchase of equipment for the smaller EMS & 1st Responder services within the RTAC who have difficulty maintaining a full complement of the following due to patients needing to continue use of equipment until their injuries are diagnosed, treated, or patient is transferred: Long Boards & Straps, Head Blocks & Straps, C-Collars, & Long Board Pads. |
| 6. RTAC maintains/supports injury prevention related education and training in the region (may include hospitals and other organizations). | | Injury prevention education is an essential part of a successful trauma system with a goal of reducing death & disability from trauma within the region. Possible use of funds could include but is not limited to the projects listed below. |
| 6. Continued | \$1,000 | 1. Towards purchase of equipment for use in Car Control Clinic for teenagers & Distracted Driving Projects for teenagers in conjunction with CVTC. |
| 6. Continued | \$1,000 | 2. Towards a program on falls targeting the elderly |
| TOTAL | \$49,911.00 | |

1. Use whole dollars only.
2. Provide justification (explanation) of the calculations used to estimate budget amount.
3. Personnel / Services: includes salary and fringe for staff charged to these funds.
4. Consult / Contract: includes any services or work contracted through an outside vendor.
5. Program Supplies: supplies purchased for the RTAC, printing and copying costs.
6. Agency Operations: includes things like fiscal agent fees if applicable, telephone, office space charges; also includes costs associated with carrying out the workplan such as training sessions, regional meetings, etc.
7. List any projects you plan to support during this fiscal year and enter the amount and justification under the appropriate objective category.

Contract Agreement: Exhibit II

SERTAC FY 2012 Projected Budget

| Category | Amount | Justification |
|--|------------------|--|
| Personnel / Services | \$ 38,042 | 600 for annual cell phone support, 1500 for yearly mileage, salary 28,080 plus benefits 28% (7,862.40)=\$18hr |
| Consult / Contract | \$ 500 | Support for Executive Council members that incur expenses in supporting a regional trauma program for reimbursement for mileage, time, etc |
| Program Supplies | \$ 1,000 | Support for expenses for educational materials that support objectives |
| Agency Operations | \$ 4,000 | Fiscal Agent Fee SHS of 1,500 and HR agent fee of 2,500 to include office space, computer use, phone use, storage of historical data, hire/fire & annual evaluation. |
| Projects | | |
| 1. Maintain RTAC infra-structure in a manner that supports participation by all representative members and is consistent with HFS 118.06. | \$869 | RTAC coordinator to maintain contacts facilities & EMS providers within region to inform of SERTAC meetings, educational opportunities & educate on their part in the trauma system as outlined in HFS 118.06. Evidence of this activity will be agendas, minutes, activity logs. |
| 2. RTAC reviews regional trauma registry data collected under HFS 118.09 when/if provided reports from the department. | \$500 | SERTAC PI committee to review regional data reports as they become available by the state, review data abstraction points for consistency, encourage timely abstraction & submission to the state, create a mechanism for networking within the region between registrars with potential of web software use. Evidence of the activity will be by minutes of SERTAC meetings, PI subcommittee & Trauma coordinator meetings. |
| 3. RTAC has a functional Performance Improvement Program. | \$500 | SERTAC PI committee to review regional data reports as they become available by the state, identify areas for system performance improvement, develop plan for improvement. Evidence of this activity will be by minutes of the PI subcommittee meeting, SERTAC meeting minutes. |
| 4. Develop and Revise Regional Trauma Plan. | \$500 | Review current regional trauma plan. Update based off of changes within region to include but not limit the removal of Watertown hospital which moved to the SCRAC region. Evidence of this activity will be by SERTAC meeting minutes, Medical Advisory subcommittee minutes. |
| 5. RTAC maintains/supports trauma related education and training in the region (may include EMS and other organizations). | \$3,000 | Continue with the annual Cutting Edge of Trauma Conference. Communicate educational offerings within region examples of TNCC, ATLS, PHLS, etc. Evidence of this activity will be by SERTAC minutes, Educational subcommittee minutes, conference meeting minutes, website postings. |
| 6. RTAC maintains/supports injury prevention related education and training in the region (may include hospitals and other organizations). | \$1,000 | Analyze data from the regional registry reports to develop regional injury prevention initiatives. Develop listing of Injury Prevention initiative occurring within region to be placed on the SERTAC website. Evidence of this activity will be by SERTAC, PI, Trauma Coordinator minutes & SERTAC website. |
| TOTAL | \$ 49,911 | |

Contract Agreement: Exhibit II

South Central Regional Trauma Advisory Council (SCRTAC): FY 2012 Projected Budget

| Category | Amount | Justification |
|--|-----------------|--|
| Personnel / Services | \$28,800 | (EMS) Coordinator = \$2400/month to provide services indentified in the independent contract with the employeee; |
| Consult / Contract | \$300 | Computer/IT consulting fees for software and hardware issues |
| Program Supplies | \$1,091 | Office supplies, mass copying fees, mailing folders, miscellaneous supplies |
| Agency Operations | \$1,900 | Fiscal agent fees (\$1000), Staff travel expenses for RTAC participation outside of the SCRTAC (\$900) |
| Projects | | |
| 1. Maintain RTAC infra-structure in a manner that supports participation by all representative members and is consistent with HFS 118.06. | \$1,300 | Icontract (list-serve and email newsletter vender) = \$240; RTAC EMS Coordinator cell phone = \$49.99/mnth = \$600; Go Daddy URL domain = \$25; GoDaddy web hosting = \$90; web-cam/mic/speakers for remote meeting participation = \$300 (estimated) |
| 2. RTAC reviews regional trauma registry data collected under HFS 118.09 when/if provided reports from the department. | \$150 | With item #3 below, software/supplies to graph/chart/document performance improvement and injury prevention needs of the region that can be used for region wide distribution/education |
| 3. RTAC has a functional Performance Improvement Program. | \$150 | With item #2 above, software/supplies to graph/chart/document performance improvement and injury prevention needs of the region that can be used for region wide distribution/education |
| 4. Develop and Revise Regional Trauma Plan. | \$500 | Develop/support regional WITRAC (Wisconsin Tracking, Resources, Alerts and Communications) participation with OJA and WHEPP pilots, and programs. |
| 5. RTAC maintains/supports trauma related education and training in the region (may include EMS and other organizations). | \$13,720 | Trauma system Specialists = \$360/mnth to provide training and education related services indentified in the independent contract with the employeee. 2 employees = \$8,640/yr; SCRTAC Trauma Education Conference for hospital based trauma care providers = \$5080 |
| 6. RTAC maintains/supports injury prevention related education and training in the region (may include hospitals and other organizations). | \$2,000 | SCRTAC decubitus ulcer secondary injury prevention program (equipment, education, and program review) |
| TOTAL | \$49,911 | |

Contract Agreement: Exhibit II

SOUTHWEST RTAC 2011-2012

| Category | Amount | Justification |
|---|----------|--|
| Personnel / Services | \$34,000 | Agreement established between GL Breen LLC and SWRTAC to administer and manage state RTAC objectives and provide an organized approach to triage, transport and the ultimate care of major victims across the whole age continuum and across the trauma system spectrum of activities. The RTAC Coordinator is paid 2,833.33 per month to accomplish these objectives. The fee includes all costs of the coordinator to provide services to the SWRTAC including: all taxes, social security, business insurance, health insurance, benefits, retirement and wages, office space including telephone, cellular phone, fax, and internet. Office supplies including toner, paper, pens, discs, computer, and printer, mailings, postage and copying. |
| Consult / Contract | \$0 | |
| Program Supplies | \$0 | |
| Agency Operations | \$1,000 | Fiscal agent fee for Shared Health Services, La Crosse WI 54603. Includes Annual Audit, Monthly Financial Statements. Monthly report expenses incurred on DMT-855 to Bureau of Fiscal Services/Cars unit. Funds will be held in a separate bank account and reconciled monthly. All required documentation is retained and available upon request. Monthly payments to RTAC Coordinator for services rendered in accordance with the agreement from the regional trauma advisory council, payments on the 15th of each month assuming funds are available, payment to the RTAC Coordinator for expenses incurred supporting receipts or other documentation are provided and the expenses are allowable based on the RTAC agreement and the state allowable expenses. In addition up to 15 checks for other payments as directed by RTAC that help fulfill the contract with the State of Wisconsin. |
| Projects | | SWRTAC will determine exact funding needs after being reviewed by our funding committee. All money will be used for trauma related education, equipment and training per Wisconsin 118 and the state of Wisconsin trauma system. |
| 1. Maintain RTAC infra-structure in a manner that supports participation by all representative members and is consistent with HFS 118.06. | \$0 | Conduct and attend state trauma meetings in Wisconsin. Attend state meetings in Madison, for trauma care, EMS, Trauma Coordinators, EMSC for children. Attended local trauma and EMS meetings in the counties in the SWRTAC. Also attend Hospital Preparedness meetings. |

| | | |
|--|------------------|---|
| 2. RTAC reviews regional trauma registry data collected under HFS 118.09 when/if provided reports from the department. | \$0 | SWRTAC will work with state trauma system to review and implement positive changes for patient care in our region. SWRTAC has 22 ambulance services and 40 first responder groups and 9 trauma centers that it provides training, equipment and supplies. RTAC Coordinator will assist as needed. |
| 3. RTAC has a functional Performance Improvement Program. | \$0 | Southwest RTAC has 4 Performance improvement meetings per year to improve trauma care in the 9 trauma centers in the SWRTAC. This is covered by the contractees consultant fee (GL Breen LLC) |
| 4. Develop and Revise Regional Trauma Plan. | \$4,970 | Work with hospitals, ambulance services and first responder groups in the SWRTAC who care for patients in trauma care. This may include training, equipment, etc. |
| 5. RTAC maintains/supports trauma related education and training in the region (may include EMS and other organizations). | \$4,970 | Offering RTTDC classes to all level 4 hospitals in the SWRTAC. Also offer funding for other trauma center education in the SWRTAC. |
| 6. RTAC maintains/supports injury prevention related education and training in the region (may include hospitals and other organizations). | \$4,970 | Sponsor fall prevention activities, bike helmets, car seats and techs etc. Also assisted with pediatric equipment for ambulances and hospitals. Teen Car Control Clinic, Safety vests for EMS. Funding for all SWRTAC to attend yearly trauma seminar at Gundersen/Lutheran Level 2 |
| TOTAL | \$ 49,910 | |