

**Cooperative Agreement Between Bell Ambulance, Inc. and the City of Milwaukee through its Milwaukee Fire Department to Provide Service to Vacated Ambulance Service Areas.**

**This Agreement** (“Agreement”) is entered into between Bell Ambulance, Inc. (“Provider”) and the City of Milwaukee through its Milwaukee Fire Department (“MFD”) as of the date of final execution.

**Whereas**, Provider and MFD entered into the “Private Ambulance Service Provider Agreement for Emergency Medical Services in the “Bell” Service Area in the City of Milwaukee” on December 19, 2017, as amended from time to time (“2017 Provider Agreement”); and

**Whereas**, the 2017 Provider Agreement contained a Private Ambulance Providers Service Area map, which was subsequently revised and which now includes a “Paratech” service area (attached hereto as Exhibit A); and

**Whereas**, no private ambulance service provider is presently assigned to the “Paratech” service area; and

**Whereas**, in order to provide ambulance service to the “Paratech” service area, MFD, and the remaining ambulance service providers must work together to provide staffed ambulance units to that area until such time as the remaining ambulance service providers can recruit sufficient numbers of EMT staff to cover broader service areas independently;

**Now, therefore**, for good and valuable consideration, MFD and Provider do mutually agree as follows:

1. **Cooperative Services.** MFD and Provider shall work cooperatively to respond to ambulance service calls in the Paratech service area. Provider shall provide (1) ambulance vehicles in a number to be mutually agreed to by the parties, (2) all required supplies for the vehicles, and (3) one EMT certified employee per vehicle who shall provide EMT services and medical control over the response. MFD shall provide one EMT certified employee per vehicle, who shall drive the vehicle and provide EMT services. The ambulance vehicles and Provider and MFD personnel shall be stationed at MFD firehouses mutually agreed to by the parties.
2. **Paratech Area Not Exclusive.** Provider shall not be the only private ambulance service provider providing service to the Paratech area.
3. **Term and Termination.** The term of the Agreement shall be for six months following the date of final execution. The Agreement may be extended by mutual written agreement of the parties for an additional six month term. The Agreement may be terminated by either party for any reason upon providing 30 days notice to the other party or as otherwise agreed to by the parties in writing.
4. **Compensation, Consideration and Billing.** Other than an agreed upon subsidy payment for each Accepted Call (as that term is defined in the First Amendment to the Private Ambulance Service Provider Agreement for Emergency Medical Services in the “Bell” Service Area of the City of Milwaukee (“First Amendment”)), neither party shall provide additional monetary compensation to the other for the collaborative services rendered pursuant to this Agreement. Consideration for this agreement shall be as follows: Provider may bill patients for its services in the Paratech area as provided for calls in its “Bell” area in the 2017 Provider Agreement, and MFD will not bill for its services. This billing arrangement, including subsidy payments, is made in recognition that Provider requires the funds from the service calls described herein to make capital, staffing, and equipment updates toward the goal of servicing an increased

service area independently, which mutually benefits Provider, MFD, and the citizens of the City of Milwaukee. MFD shall enjoy a reduced strain on its resources because it shall not be required to cover the “Paratech” service area independently.

5. **2017 Provider Agreement.** This Agreement is a supplement to, not a replacement of, the 2017 Provider Agreement and the First Amendment. The provisions of the 2017 Provider Agreement and First Amendment shall continue to bind both Provider and MFD, and the terms of the 2017 Provider Agreement and First Amendment, as well as the terms of this Agreement, shall apply to the service calls in the “Paratech” area described in this Agreement. In the case of any conflict or the ambiguity of a specific term between the 2017 Provider Agreement, First Amendment and this Agreement, this Agreement shall prevail, but only as to Accepted Calls within the “Paratech” area staffed pursuant to the terms of this Agreement.

6. **Employment relationship.** Provider and MFD are independent contractors, and neither Provider nor MFD, nor their respective employees or agents, are employees or agents of the other party, nor are they entitled to any fringe benefits or any other benefits to which that party’s salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of this Agreement shall be the sole responsibility of that party. MFD and Provider form no joint venture or partnership under this Agreement.

7. **Liability.** Provider and MFD shall each be liable for their own acts and omissions for the services provided pursuant to this Agreement; provided, however, that for the purposes of automotive liability insurance, MFD shall be considered an additional insured when operating a Provider vehicle. In the case of an automotive liability claim to which Provider’s automotive liability insurance applies and which is caused by MFD’s negligence, MFD shall reimburse Provider for any insured loss paid by Provider as part of Provider’s self-insured retention up to \$250,000.00. In the case of damage to Provider’s vehicle caused by MFD’s negligence, MFD shall pay for necessary vehicle repairs. In case of dispute under this paragraph, Provider and the Chief of the MFD shall work cooperatively to resolve any such dispute. The foregoing provisions will survive the expiration of this Agreement.

8. **Patient Privacy and Data Handling.** Provider represents that (1) Provider is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Provider, and any subcontractors, will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Provider further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this Agreement, if applicable.

9. **Insurance.** In addition to the insurance required by the 2017 Provider Agreement, Provider will keep in full force and effect during the Term the automobile insurance policy referenced in the attached declarations page, and shall add the City of Milwaukee as an additional insured on that policy.

10. **Medical Oversight.** Milwaukee County Office of emergency Management (OEM) Standards of Care shall prevail for 911 EMS events completed with shared staffing in the “Paratech” service area.

11. **Wisconsin Law.** All parties shall continue to comply with the requirements of DHS110 and Wisconsin Statute Ch. 256.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, which together constitute an original. Electronic or pdf signatures are acceptable.

**IN WITNESS WHEREOF**, the City and the Provider have caused this Amendment to be executed for and on their respective behalf as of the dates hereinafter set forth.

**CITY OF MILWAUKEE**

By: \_\_\_\_\_

Chief, Milwaukee Fire Department

Print Name: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2021

Pursuant to Common Council Resolution No. 210936

By: \_\_\_\_\_

City Comptroller

Print Name: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2021

Office of the City Attorney as to Form and Execution

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2021

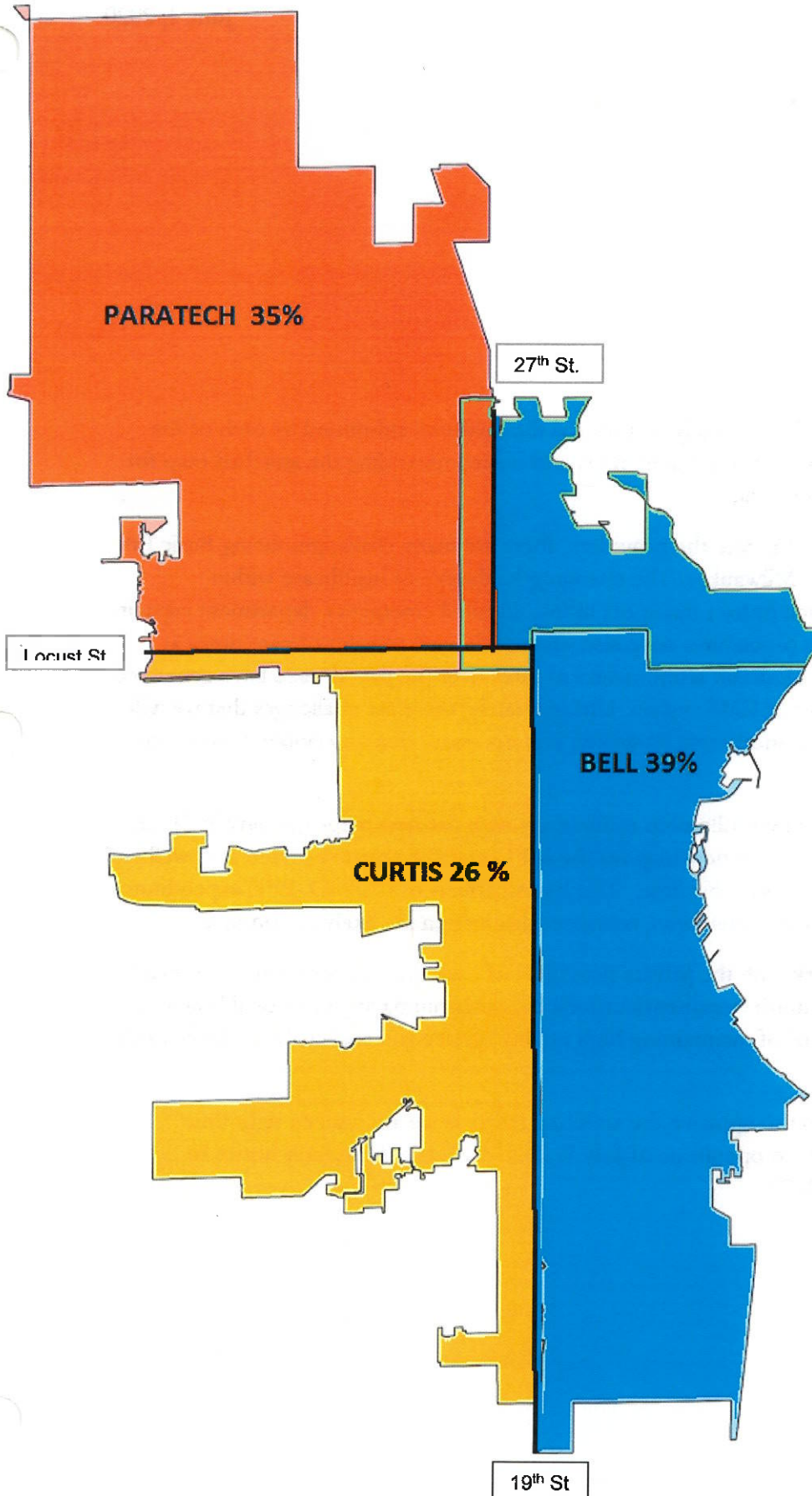
**BELL AMBULANCE, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2021

# Exhibit A



## PRIVATE AMBULANCE PROVIDERS SERVICE AREA

July 2020

- Bell's western boundary between Bell and Curtis is North and South 19<sup>th</sup> Street with all incidents occurring on 19<sup>th</sup> Streets being assigned to Bell.
- Bell's western boundary between Bell and Paratech is North 27<sup>th</sup> Street with all incidents occurring on North 27<sup>th</sup> assigned to Bell.
- Paratech's southern boundary between Paratech and Curtis is W. Locust Street with all incidents occurring on Locust Street assigned to Curtis.