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**Emergency Medical Services Agreement for Paramedic Services
Between Milwaukee County Department of Health and Human Services
and the City of Milwaukee**

THIS AGREEMENT entered into between the City of Milwaukee and Milwaukee County, both entities being governmental subdivisions of the State of Wisconsin, (hereinafter referred to as "Municipality" and "County" respectively):

Definitions:

Paramedic Transport Unit	Emergency transport vehicle equipped and staffed at the advanced life support level, as identified in HFS 112.
Paramedic First Response Unit (PFR)	Vehicle staffed with at least one licensed paramedic that does not transport patients requiring ALS level care.
Full-time unit	Paramedic unit staffed 24 hours per day, seven days a week
Flexible unit	Paramedic unit staffed with at least two licensed paramedics but may not be staffed 24 hours per day or seven days a week
Medical Direction	Agency the County contracts with to provide medical guidance and oversight to the EMS system

WITNESS:

Whereas, the Municipality is desirous of providing emergency medical services, (hereinafter referred to as "paramedic services") to its citizens and to other individuals as deemed appropriate by the governing body of the Municipality and the County and its advisory Emergency Medical Services Council, which coordinates care and services throughout the County in a cost effective and efficient manner; and

Whereas, the scope of this paramedic service is defined in Sec. 146.50, of State Statutes and Chapter 97 of the County of Milwaukee General Ordinances, which are incorporated by reference into this contract to define paramedic services as if set forth herein; and

Whereas, the County also wishes to provide for the coordinated delivery system of paramedic services to the citizens of the County and others, and both parties are willing to share in the costs of the program; and

47 Whereas, the County and the Milwaukee County Fire Chiefs agree that fire-based emergency
48 medical services provide for the most efficient and seamless provision of quality emergency
49 medical care to the residents and visitors of Milwaukee County; and
50

51 Now therefore, in consideration of the objectives of the parties and the mutual benefits accruing
52 to the parties of the contract from performance of the covenants herein made, this agreement sets
53 forth their respective responsibilities in conjunction with the provision of Paramedic Emergency
54 Medical Services within the County.
55

56 **Statement of Purpose and Relationship.** The parties enter into this Emergency Medical
57 Services Agreement for the purpose of establishing a coordinated, uniform delivery system for
58 the provision of Paramedic Emergency Medical Services to individuals within the county, for
59 determining the roles and responsibilities of each of the parties and for determining the sharing
60 of costs and/or fiscal responsibilities for the provision of those services.
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64 **SECTION ONE**

65 **EDUCATION**

66 **1.1 State of Wisconsin Requirements**

67
68 County will provide educational programs to meet the State of Wisconsin license
69 requirements and qualify students for participation in the National Registry Examination
70 for an Emergency Medical Technician – Paramedic. The County will provide access to
71 refresher courses, continuing education, and computer based education for individuals
72 active in the Paramedic program.
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76 **1.2 Education Center & Activities**

77 **Municipality shall:**

78 Be allowed to refer its personnel to the Education Center for initial or continuing
79 education. Acceptance of personnel will be based on admissions criteria established by
80 the County. The Municipality will provide access to facilities, vehicles, and equipment to
81 support supervised field experiences of their students enrolled in the program.
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84 Allow students, enrolled in the program and County EMS faculty access to facilities,
85 vehicles, and equipment to support supervised field experiences and training upon mutual
86 consent of the Municipality and the County.
87

88 Be allowed to refer an employee to an educational program other than the program
89 operated by the County.
90

91 Be granted initial education, refresher and continuing education courses by the County at
92 no charge to Municipality and shall be limited to those individuals active in the system as
93 long as the Municipality is providing paramedic service as part of the County System.

94
95 Provide necessary computer hardware and software to support web-based education as
96 determined by the County.

97
98 Be allowed to petition the County to recognize and accept an individual the Municipality
99 hires whose Paramedic education was provided by an entity other than Milwaukee
100 County, as part of the County EMS System. However, the County is under no obligation
101 to recognize or accept that individual into the Milwaukee County Emergency Medical
102 Services System.

103
104 **County shall:**
105 Schedule an EMT/Paramedic course each calendar year that will begin no later than
106 September 30th and complete the course offered.

107
108 Provide education to the referred and accepted staff of the Municipality up to the
109 following levels: 1) training and educational opportunities, on a space available basis as
110 determined by the County, 2) access to refresher courses for individuals active in the
111 Paramedic program; 3) access to continuing educational programs to individuals active in
112 the Paramedic program, and 4) access to computer based education for individuals active
113 in the Paramedic program.

114
115 Have full discretion in the establishment of methodologies to assess a petition and to
116 establish review and acceptance criteria regarding individuals educated by other non-
117 County programs.

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120 **1.3 Service Commitment**
121 Personnel educated through the Milwaukee County EMS Education Center must
122 complete three (3) years of ALS service. Personnel who desire to leave the program may
123 only do so with the approval of the County and the respective Fire Chief.

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126 **1.4 Licensing**

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128 **Municipality shall:**
129 Insure that Paramedic Students who fail their licensing exam will retake the exam within
130 two months of notification of exam results.

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133 **1.5 EMS Liaison**
134 Municipality will designate a Liaison to manage paramedic attendance at required
135 continuing education conferences, refresher classes, and web- based education modules.

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1.6 Student Health & Background Check

The Municipality will provide at its own expense a State of Wisconsin Caregiver background check, immunization and health record information, as required by State Statutes, Rules and Regulations, and/or affiliating health care institutions for all personnel referred to the County Education Center prior to matriculation into a class.

1.7 Student Ride-a-long

Upon mutual consent by the County and Municipality, persons from health care agencies, businesses, schools, non-local fire/EMS services and other education programs may be scheduled through Milwaukee County’s EMS office and the respective fire department to participate in ride-a-longs. Any person participating in a ride-a-long must first meet the criteria including legal release and approval as determined by the County, Municipality, and Medical Director. Any ride along program established by the Municipality allowing EMS students/providers to provide direct patient care must be done in coordination with the offices of Milwaukee County.

1.8 Research

Municipality shall:

Agree to participate in research as determined by the County Research Committee. This could include, but is not limited to enrolling patients, data collection and educational sessions. Municipalities shall have a minimum of one representative of all Municipalities on the County Research Committee. Municipalities are not responsible to fund equipment, medications or education that is related to a County research study.

County shall:

Be solely responsible for securing funding, equipment, and education, necessary to allow the Municipality to participate in research projects that are initiated by the County.

170 **SECTION TWO**

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172 **SYSTEM MANAGEMENT**

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175 **2.1 Operations**

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177 **2.1.1 Medical Direction & Oversight**

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179 **Municipality shall:**

180 Agree that the County’s Medical Direction shall manage the EMS Program in
181 accordance with all applicable requirements of federal, state and local laws, rules
182 and regulations.

183
184 Agree that County’s Medical Direction shall provide supervision for Paramedics
185 providing services under the Program.

186
187 Agree the County’s Medical Direction shall develop formal patient care protocols,
188 policies, procedures, standards and guidelines necessary for the County’s EMS
189 Program.

190
191 Agree the County’s Medical Direction shall act as an advisor, assisting and
192 consulting with the County on the scope of services for patients and medical
193 equipment or supplies used in the performance of medical procedures within the
194 Program and/or other areas of the Program as determined by the Director and/or
195 designee.

196
197 Agree to provide paramedic service following protocols, standards of care,
198 utilization of the EMS Communication Base under the direction of the EMS
199 System’s Medical Direction.

200
201 Agree to the provision of Medical Direction and coordination of medical care for
202 the ALS 911 emergency response system for the County and provision of medical
203 direction, supervision and on-line and off-line Medical Direction.

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206 **County Shall:**

207 Provide on-line and off-line medical direction and medical oversight for
208 municipal employees active in the provision of paramedic services. The Medical
209 Director for the County has complete discretion regarding the acceptance of any
210 individual, whose practice falls under the Medical Director’s license, including
211 the ability to withhold, suspend or terminate an individual’s involvement in the
212 Milwaukee County EMS System. The authority of the EMS medical director is
213 recognized on issues related to patient care and privileges of medical control for
214 all Paramedic and/or Paramedic First Response Units operating under the medical
215 director's license. Medical Direction will be applied to Municipality ALS units

216 when responding to locations outside of the County borders when that response is
217 part of an organized EMS plan.

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220 **2.1.2 Paramedic Response**

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Municipality shall:

223 Operate a Paramedic Transport Unit for Paramedic responses as determined by
224 the Milwaukee County Fire Chiefs Association and approved by the Medical
225 Director. The Municipality shall have the right to bring any proposed changes to
226 the response zones to the Milwaukee County Fire Chiefs Association and to the
227 Medical Director. Paramedic First Response Unit response is determined by the
228 respective Municipality and approved by the Medical Director.

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The Municipality agrees to provide paramedic transport service to maintain the
operational integrity of the system twenty-four (24) hours per day unless
otherwise involved in an Emergency Medical Services response. Milwaukee
County agrees to the flexible use of paramedic units for the purpose of providing
all levels of care and transport. The flexible use of ALS units must address ALS
response within established response guidelines set forth by this agreement.

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238 **2.2 Communications**

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2.2.1 Communications Base: The County shall provide and maintain a
central communication base for coordination of field unit activities, system
communications and medical direction to the paramedic units or other units as
determined by the County.

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245 **2.3 Equipment, Supplies & Inventory**

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2.3.1 Vehicles & Non-disposable Equipment: The Municipality is
responsible for the purchase of any vehicle, all equipment required under Trans
309, cost of insuring, cost of maintaining, and the cost of any negligent or
accidental damage to the vehicle and to comply with the County's equipment list
requirements. Non-disposable equipment provided by the County shall remain the
property of the County and the County may, upon notification to the Municipality,
remove any County owned equipment. All equipment purchased by the
Municipality will remain property of the Municipality.

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2.3.2 Medical Inventory, Equipment & Supplies:

Municipality shall:

Order equipment and supplies for delivery of patient services that are recognized as authorized equipment and supplies in the program by the County.

The Municipality and each member Municipality to said agreement should assume the liability imposed by law and hold the County harmless for the negligent operation of Municipality vehicles and equipment. The replacement of County owned equipment on paramedic and paramedic first response units when the equipment is lost and/or damaged due to an act of negligence on the part of Municipality employees is the responsibility of the Municipality. Negligence is defined as the “omission or neglect of reasonable care, precaution or action.” An appeal process shall be created to arbitrate questions of responsibility for damaged or lost County equipment should the Municipality disagree with County’s decision. The Municipality will not be held liable for defects in equipment purchased by the County.

County shall :

Purchase and replace cardiac monitor-defibrillator equipment and communication equipment on Paramedic Transport Units, as the cardiac monitor-defibrillators are extensions of the communication base. The cardiac monitor-defibrillator and paramedic radio communication system shall be standard throughout the system and shall be ordered through County’s Emergency Medical Services. The County will provide routine maintenance checks of County owned equipment and furnish replacement units when necessary as determined by the County. The Municipality is responsible for repair costs. The County shall obtain reimbursement for these repairs as a reduction in the monthly payment to the Municipality for equipment and supplies.

Provide for delivery of supplies ordered from Milwaukee County EMS or Froedtert Memorial Lutheran Hospital to the municipalities.

Major equipment changes will be implemented with a mutually agreed upon time schedule between County and the Municipality.

296 **2.4 Policy and Practice**

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298 **2.4.1 State of Wisconsin Requirements:**

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300 **Municipality shall:**

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302 Agree that Emergency Medical Technician-Paramedics (EMT-P) shall be
303 scheduled during any twenty-four (24) hour shift in a manner that meets State
304 staffing requirements as identified in HFS 112.

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305 **County shall:**

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307 Take the appropriate steps to have the regional emergency medical services plan
308 and the County's Education Center approved by the Wisconsin Department of
309 Health and Family Services. This will include meeting data reporting
310 requirements to the Wisconsin EMS Ambulance Reporting System.

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311 **2.4.2 Operating Standards:**

312

313 The Municipality is responsible for the
314 operation of paramedic unit(s) and first response paramedic unit(s) to meet the
315 Criteria and Standards of the Milwaukee County Council on Emergency Medical
316 Services and the content of the Standards Manual of the Milwaukee County
317 Emergency Medical Services System. This includes the Standards of Care,
318 Standards for Practical Skills, Medical Protocols, Operational Policies,
319 Contractor's Manual and Dispatch Guidelines.

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321 **2.5 Responses**

322

323 **2.5.1 First Response Units:** Paramedic First Response Units are operated by the
324 Municipality and are to be compliant with State Statutes and County
325 requirements. Municipality will not transport a patient who has received
326 Advanced Life Support services in any vehicle other than a Paramedic Transport
327 Vehicle unless special conditions warrant immediate transport as identified in
328 Milwaukee County EMS policy.

328

329 The Municipality will not enter into situations pertaining to the provision of
330 paramedic level services that detract from the primary service area, including, but
331 not limited to, special events without the approval of County EMS and the
332 Medical Director.

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334 The Municipality may not, without authorization from the County, the County's
335 Medical Director, the EMS Council, the Fire Chief of the affected Municipality,
336 and other parties to this agreement, arrange for some or all of the Advanced Life
337 Support Services to be provided by one or more private ambulance provider(s).

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339 The Municipality agrees that as a participant to this agreement they mutually
340 consent to provide backup, as may be required, to achieve the response zone and

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340

341 backup requirements as established by Milwaukee County Fire Chiefs and
342 approved by the Medical Director.

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344 **2.5.2 Mutual Aid:**
345 All paramedic transport units must be documented in the Mutual Aid agreements
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347 **Municipality:**
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349 Is encouraged, but not required, to execute mutual aid agreements with other
350 Municipality(ies) adjacent to the political boundaries of the Municipality for
351 Advanced Life Support Services provided by a Paramedic First Response Unit to
352 insure the availability of more comprehensive coverage. The available ALS units
353 in service must be documented in the Mutual Aid agreements similar to a Mutual
354 Aid Box Alarm System (MABAS). This flexibility shall not significantly
355 compromise the local 911 ALS responses to the Municipality.
356

357 Municipality may execute an ALS response agreement with other Municipalities
358 adjacent to the political boundaries of the Municipality but outside the political
359 boundaries of the County of Milwaukee for Advanced Life Support Services and,
360 during the course of this contract, provides Paramedic or Paramedic First
361 Response services to citizens or other individuals within that service area. The
362 municipality providing the service will retain the revenues earned. The flexible
363 use of ALS units must address ALS response times within established response
364 zones.
365

366 **County shall:**
367 Agree to the flexible use of paramedic units for the purpose of providing all levels
368 of care and transport. The County shall be a party to all discussions regarding the
369 establishment of mutual aid agreements and prior to the execution of any mutual
370 aid agreement between the Municipality and a neighboring community outside of
371 the County of Milwaukee, the County shall be consulted to assure that the service
372 provision to County residents shall remain a top priority and that the impact of the
373 mutual aid agreement continues to meet the needs of the County. Mutual Aid
374 agreements shall include indemnification and insurance language sufficient to
375 protect the County and its agents from any liability and recognize the rights and
376 control of the County's Medical Director. The County reserves the right to deny
377 the execution of these mutual aid agreements. This flexibility shall not
378 compromise the County system.
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381 2.6 **Finances**

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2.6.1 Rates: The Municipality has the right to set policies, rates and charges for paramedic services and address other operational issues as determined by usual and customary rates set forth as established by local, state and federal guidelines. These include, but are not limited to, establishment of charges for paramedic services and the authority to bill such charges according to policies and procedures established by the municipality or as provided for under the terms of this agreement. The municipalities participating in this agreement will establish a uniform fee structure to provide consistency to the rates charged by each municipality.

2.6.2 Billing: The Municipality performing paramedic service shall bill users in accordance with local, state and federal guidelines. The Municipality shall retain paramedic revenue earned to cover the cost of providing paramedic care. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for services. The Municipality shall make available to the County access to billing and collection records as requested by the County and available by the Municipality to audit and confirm the collection status of any claim or group of claims.

Municipalities that provide paramedic services may collectively determine a preferred billing agent to manage individual Municipality contracts.

2.6.3 Payments:

In order to standardize equipment and supplies in the EMS system, and support the efficiency of inventory management, the County will reimburse Municipalities for incurred incidental costs at a flat rate of \$30 per paramedic unit transport. Payments will be based on the actual number of paramedic unit transports by the Municipality during the contract period, on a schedule determined by Milwaukee County. The maximum reimbursement by County on an annual basis to all municipalities shall not exceed a cap of \$500,000.

Quarterly payments to the municipality for net Tax Refund Intercept Program (TRIP) revenues collected by the County's TRIP for dates of service after January 1, 2004 shall be reduced by the County for expense incurred by the County on behalf of the municipality. Should the municipality not utilize the County TRIP, or should the amount of TRIP distributions not exceed the expenses, the Municipality shall be billed directly for the expenses incurred by the County for repair and maintenance of cardiac monitor/defibrillators, radios, medical supplies and ALS run reports.

425 Any supplemental payment of tax levy funds, as defined in the County's adopted
426 annual budget, is provided by the County to offset the cost of providing
427 paramedic services. The payment of said funds will be done according to a
428 distribution formula developed by the Intergovernmental Cooperation Council
429 (ICC) of Milwaukee County. Following notification by the ICC of the
430 distribution formula, the County shall submit a letter to the Municipality
431 indicating the timing and amounts of any such payments.
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434 **2.7 Quality Management**

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436 **2.7.1 Data Collection:**

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438 **Municipality shall:**

439 Cooperate in the collection of data necessary to provide information or other data
440 regarding paramedic and/or paramedic first response services as set forth in this
441 agreement. This includes, but is not limited to: 1) submission of Emergency
442 Medical Service run reports to the County within ten business days of the run, 2)
443 response to all Quality Improvement (CQI) inquiries from the County in the
444 timeframe established by County; and 3) submit run report information in a
445 format that is recognized by County's database and does not alter County's
446 process and ability to store, search and perform quality data checks and prepare
447 reports.
448

449 Each Municipality must submit this data to the County for the purposes outlined
450 above to meet data reporting regulations as outlined by the State of Wisconsin
451 Ambulance Reporting System. The County supports the use of one preferred
452 vendor for data collection, billing, and collections as determined by the
453 Municipalities.
454

455 Should the Municipality choose to develop an alternative method of data
456 collection that will require special equipment, programming and/or technical
457 support to transmit data and perform quality checks, the Municipality will be
458 responsible for any and all costs incurred by County for such programming,
459 equipment and technical support.
460

461 **County shall:**

462 Be responsible for acquiring and storing the paramedic patient care records from
463 the Municipalities for data collection and making those records and data available
464 to the municipalities upon request.
465

466 Should the County choose to develop an alternative method of data collection that
467 will require special equipment, programming and/or technical support to transmit
468 data and perform quality checks, the County will be responsible for any and all
469 costs incurred by Municipality for such programming, equipment and technical
470 support.

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2.7.2 Reporting:

The Municipality agrees to meet the reporting requirements established by the County pertaining to any Emergency Medical Service provision as established in this Agreement. The Municipality agrees to comply with standards of response time, data collection, quality assurance, performance improvement and other operational issues as established by Milwaukee County EMS to meet the operational needs of the program and/or as established by Chapter 97 of the Milwaukee County General Ordinances, and reviewed and approved by the County’s Emergency Medical Services Council.

2.7.3 Continuous Quality Improvement:

Municipality agrees the County’s Medical Direction shall act in consultation and assistance in the coordination of activities of the Quality Assessment and Assurance Program for the EMS Program.

Personnel of County’s Emergency Medical Services shall have access to and are authorized, at the discretion of the EMS Director and/or Medical Director, to conduct periodic evaluation tours of operational paramedic and/or paramedic first response units for continuous quality improvement projects, training, or special studies and/or projects.

2.8 General Provisions

2.8.1 Insurance and Indemnification:

Pursuant to law, an obligation to pay as damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County.

Municipality Shall: Protect, indemnify, hold harmless and defend the County against any and all claims, demands, damages, suits, actions, judgments, decrees, orders, and expenses, for bodily injury or property damage arising out of the negligent acts or omission, from any cause, on the part of said paramedics.

2.8.2 Audit and Compliance with Fraud Hotline Bulletin:

The Municipality agrees to maintain accurate records for a period of five (5) years with respect to the costs incurred under this contract and to allow the County to audit such records. The Municipality acknowledges receipt of the Milwaukee County Fraud Hotline Bulletin and agrees to post a copy of the bulletin where employees have access to it. Any and all subcontractors employed by the Municipality and involved in the provision of Emergency Medical Services shall have access to the same information.

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2.8.3 Authority

2.8.3.1 Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards Act:

In the performance of work under this contract, the parties shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or suspension; rates of pay or other forms of compensation; and selection for training including apprenticeships.

2.8.3.2 Article and Other Headings :

The article and other heading contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2.8.3.3 Governing Law:

This Agreement has been executed and delivered in, and shall be construed and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee County.

2.8.3.4 Authorization:

The undersigned parties represent that they are duly authorized to contract on behalf of their represented parties.

2.8.3.5 Amendments:

This agreement may be amended at any time by mutual agreement of the parties provided that before any amendment shall be operative or valid, it shall be reduced to writing and subject to approval by the respective governing body.

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2.8.3.6 Entire Contract:

This Agreement, specified Exhibits and other Agreements or Documents specified herein shall constitute the entire contract between the parties and no representation, inducements, promises, agreements, oral or otherwise as it pertains to the County’s obligations for fiscal support to the Municipality’s Fire Department and/or Fire Department, Inc. Any and all other existing agreements, cost sharing agreements or contracts pertaining to the provision of paramedic service between the County and the Municipality shall be considered void.

2.9 Health Insurance Portability and Accountability Act (HIPAA):

The Municipality and the County shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of Municipality services provided hereunder. In conformity therewith, the Municipality and the County agree that they will:

2.9.1 Municipality shall:

Provide a Notice of Privacy Practice to all patients serviced by the paramedic system.

Not use or further disclose PHI other than as permitted under this Agreement or as required by law;

Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;

Mitigate, to the extent practicable, any harmful effect that is known to the Municipality of a use or disclosure of PHI by the Municipality in violation of this Agreement;

Report to Milwaukee County EMS any use or disclosure of the PHI not provided for by this Agreement of which the Municipality becomes aware;

Ensure that any agents or subcontractors to whom the Municipality provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Municipality with respect to such PHI;

Make PHI available to Milwaukee County EMS and to the Individual who has a right of access as required under HIPAA within 30 days of the request;

597 Notify Milwaukee County EMS of any amendment(s) to PHI and Incorporate
598 any amendment(s) to PHI at the request of Milwaukee County EMS or the
599 Individual who has a right of access as required under HIPAA;
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601 Upon patient request, provide an accounting of all uses or disclosures of PHI
602 made by the Municipality as required under HIPAA privacy rule within 60
603 days;
604

605 Make its internal practices, books, and records relating to the use and
606 disclosure of PHI available to the Secretary of the Department of Health and
607 Human Services for purposes of determining the Municipality's and
608 Milwaukee County EMS's compliance with HIPAA; and
609

610 **2.9.2 County shall:**

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612 Use appropriate safeguards to prevent use or disclosure of the PHI except as
613 permitted by this Agreement;
614

615 Mitigate, to the extent practicable, any harmful effect that is known to the
616 County of a use or disclosure of PHI by the County in violation of this
617 Agreement;
618

619 Make its internal practices, books, and records relating to the use and
620 disclosure of PHI available to the Secretary of the Department of Health and
621 Human Services for purposes of determining the Municipality's and
622 Milwaukee County EMS's compliance with HIPAA; and
623

624 **2.9.3 PHI in relation to termination of agreement:**

625
626 At the termination of this Agreement, all PHI received from, or created or
627 received by the Municipality on behalf of Milwaukee County EMS, will not
628 require return or destruction, as the Municipality itself is a covered entity
629 under HIPAA, and the PHI will be required for the proper management and
630 administration of the Municipality in the absence of this Agreement.
631

632 Notwithstanding any other provisions of this Agreement, this Agreement may
633 be terminated by Milwaukee County EMS, in its sole discretion, pursuant to
634 section 2.10.2, if Milwaukee County EMS determines that the Municipality
635 has violated a term or provision of this Agreement pertaining to Milwaukee
636 County EMS service obligations under the HIPAA privacy rule, or if the
637 Municipality engages in conduct, which would, if committed by Milwaukee
638 County EMS, result in a violation of the HIPAA privacy rule by Milwaukee
639 County EMS.
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2.9.4 Uses and disclosures of PHI

The specific uses and disclosures of PHI made by the Municipality on behalf of Milwaukee County EMS include:

Review and disclosure of PHI as required for treatment, payment and health care operations;

Disclosures of PHI upon request as permitted by Wisconsin State statutes and the Federal privacy rule;

Uses required for the proper management and administration of the Municipality as a business associate and;

Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

2.10 Term, Renewal and Termination

2.10.1 Term:

This agreement shall be effective from January 1, 2007 until December 31, 2008, unless termination or suspension of the contract is issued as outlined in Section 2.10.2 and provided that the County Board of Supervisors authorized the continuation of the programs herein described and funds sufficient expenditures for the provision of those services in its Adopted Budgets in each of the subsequent years following 2007. If the parties to this agreement fail to renegotiate this agreement prior to December 31, 2008, then this agreement shall automatically be extended for one additional year.

2.10.2 General Termination:

Either party may terminate the agreement without cause by serving a sixty (60) day notice via certified mail in the event of passage and signing of a resolution by the respective governing body declaring the intention of ending the provision of paramedic services or withdrawing support from the paramedic program. Material breach of any provision of the contract, including but not limited to the Municipality's provision of Emergency Medical Services data to the County, by either party may serve as grounds for termination of the contract. In the event of a breach of contract, the offending party shall have thirty (30) days from the date notice has been given to correct the situation. If the offending situation is not corrected at the end of the 30-day period, the contract shall be considered void 60 days from the original date of notification and any further obligations on behalf of the Municipality and/or the County terminated.

2.10.3 Termination by the County in Critical Service Situations:

687 In recognition that the Paramedic Program operates to provide health and
688 safety services to all county residents and that situations may arise which
689 would prohibit the delivery of these services, thereby jeopardizing the health
690 and safety of county residents, the County may, at the discretion of the
691 Medical Director, suspend this contract on twenty-four (24) hours notice
692 whenever a situation occurs which, in the judgment of the Medical Director,
693 would prohibit the Municipality from fulfilling its responsibility to provide
694 services to residents at the level mandated by the EMS program and which
695 cannot be corrected within a twenty-four (24) hour time span. For the
696 purposes of this section, situations which might interrupt the delivery of
697 services to residents include, but are not limited to acts of nature, acts of the
698 Municipality or its employees or any other action which would reduce the
699 availability of trained and authorized Paramedics and/or EMTs. In the event
700 the Medical Director determines a situation exists which jeopardizes the
701 health and safety of county residents and which warrants execution of the
702 County's right to suspend the contract under this section, the Medical Director
703 shall perform the following:

704
705 The Medical Director shall inform the Municipality in writing of the situation
706 jeopardizing the safety and health of county residents and the intention of the
707 County to suspend the Paramedic contract for services within 24 hours unless
708 the situation can be addressed and corrected within a time span not to exceed
709 24 hours from the time of notification. This notification shall include the date
710 and exact time of suspension and shall be delivered to the Municipality in a
711 manner that insures receipt of notification.

712
713 The Medical Director shall inform the County Executive's Office, the Chair of
714 the Committee on Health and Human Needs, the Director of Health and
715 Human Services and the Director of County's Emergency Medical Services of
716 the decision to suspend the contract under this section and provide a
717 justification of the action and the anticipated actions required to insure
718 continuous delivery of services to county residents. A full report of the
719 situation shall be provided to the Municipality and made available for the
720 County Board of Supervisors and the County Executive within a ten (10) day
721 period following the execution of the County's right to suspend the contract
722 under this section. This report shall include, but not be limited to, the
723 situation which warranted the suspension of the contract, the actions of the
724 Medical Director to insure delivery of services to residents once the contract
725 for services was suspended, the plans of the Medical Director to insure
726 continued delivery of services to residents in the immediate future, and what,
727 if any future contract changes would be required with the Municipality or any
728 other Municipality with which the County contracts for paramedic services to
729 insure the delivery of services.

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731 Upon notification of the County's intent to suspend the contract under these
732 provisions, the Municipality shall address the concerns of the Medical

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Director within eight (8) hours of receipt of notification of the County's intent to suspend the contract under this section with a plan to correct the situation in a time frame not to exceed the twenty-four (24) hour time frame, if the Municipality desires to maintain the operation of the Program(s).

The Medical Director has the right to reject any and all corrective action plans if those plans do not, in the opinion of the Medical Director, insure the safety and health of county residents. The contract shall be considered void twenty-four (24) hours from the original date and time of notification and any obligations on behalf of the Municipality and/or the County suspended.

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For the City of Milwaukee:

M This contract was approved by
the Milwaukee County Board
of Supervisors on 12/14/2006.

Do Not Sign this page.

C Executable copies of the
contract will be sent to the
Municipality's
Mayor/Administrators.

For the County:

John Chianelli, Director Date
County Health Programs

Kenneth Sternig Date
Program Director
Emergency Medical Services

Date
Risk Management

Corporation Counsel Date
(Approved as to Form and
Independent Contractor Status)

DAS- DBD Division Date
Complies with Chapter 42