

Memorandum of Understanding
Between Milwaukee County Department of Health and Human Services
and Municipalities Providing Basic Life Services
for the Provision of BLS Medical Control

THIS AGREEMENT entered into between the City/Fire Department, Inc. of Milwaukee and Milwaukee County, (hereinafter referred to as "Municipality" and "County" respectively):

1. Statement of Purpose and Relationship. The parties enter into this Basic Life Support Services Agreement for the purpose of establishing a coordinated, uniform delivery system for the provision of Emergency Medical Services to individuals within the county, for the provision of medical control, for determining the roles and responsibilities of each of the parties and for determining the sharing of resources, costs and/or fiscal responsibilities for the provision of those services.
2. Covenants, Rights and Responsibilities of the Municipality.
 - 2.1 Level of Service. The Municipality agrees to provide service consistent with their state license, any County agreement and the scope of practice authorized under BLS medical control.
 - 2.2 Meeting Operating Standards. The Municipality agrees to maintain responsibility for insuring that the operation of the basic life support unit(s) meet the Criteria and Standards of the Milwaukee County Council on Emergency Medical Services and the content of the current Standards Manual of the Milwaukee County Emergency Medical Services System, which includes the Standards of Care, Standards for Practical Skills, Medical Protocols, Operational Policies and Dispatch Guidelines.
 - 2.3 Basic Life Support Transport Unit Response. Basic Life Support Transport Units are to respond to and transport those patients needing basic life support. Patients requiring advanced life support services shall be provided services by Milwaukee County paramedics and transported in the paramedic unit. The Medical Director shall set forth the policy for the response and transport of patients to a hospital. Basic Life Support Transport Units shall be available to respond to all basic life support needs within the Municipality.
 - 2.4 Mutual Aid. Mutual aid agreements that exist between municipalities for BLS ambulance response or transport are not limited by this agreement as long as they do not conflict with existing Milwaukee County EMS agreements, patient care standards and/or policy and procedure.
 - 2.5 Staffing of Response Units. The Municipality agrees that Emergency Medical Technician-Basic (EMT-B) shall be scheduled during any twenty-four (24) hour shift in a manner that meets State staffing requirements as identified in HFS 110.
 - 2.6 Reporting Requirements. 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 Data Collection. The Municipality agrees to cooperate in the collection of service provision information or other data regarding Basic Life Support services as set forth in this agreement. This includes, but is not limited to: 1) submission of Emergency Medical Service run reports in hard copy format until such time that electronic submission becomes feasible; 2) submission of data within ten business days of the run; 3) response to all Quality Improvement (CQI) inquiries from the County in the timeframe established by County.
- 2.8 Privacy Practices. The Municipality agrees to provide a copy of their Notice of Privacy Practices to all patients serviced by the basic life support system as defined in Milwaukee County EMS Administrative Policy "Delivery of Notice of Privacy Practices."
3. BLS Service Provider Qualifications: As a condition for receiving Medical Control for BLS Service the Municipality agrees that their service:
 - 3.1 is properly licensed by the State of Wisconsin;
 - 3.2 maintains a fleet that has met Department of Transportation inspection standards and conducts a regular preventative maintenance and repair program pursuant to written protocols;
 - 3.3 has a written policy addressing orientation of new personnel, ongoing education and CQI investigation and response;
 - 3.4 follows the Milwaukee County EMS Dispatch Guidelines;
 - 3.5 shall maintain standardized medical equipment consistent with Trans 309 and the Community Standards of Care to deliver appropriate BLS services.
4. BLS Service Provider Role: The BLS Service Provider agrees to:
 - 4.1 comply with all State of Wisconsin laws regarding the delivery of Emergency Medical Services.
 - 4.2 respond forthrightly and without hesitation to any concerns raised by the Division of EMS in regards to the quality of care delivered to any citizen of Milwaukee County.
 - 4.3 maintain policies and procedures regarding appropriate interaction and coordination of services with Milwaukee County Paramedic Unit(s).
 - 4.4 participate in quality improvement reviews by providing confidential and protected information for the sole purpose of evaluation for improving the overall quality of care delivered.
 - 4.5 dispatch EMS units according to the Milwaukee County EMS Dispatch Guidelines.
 - 4.6 provide patient care consistent with the community standard of care as published in the Milwaukee County EMS Standards Manual and posted on the *milwaukeecounty.org* web site.
 - 4.7 document all patient encounters on the Milwaukee County EMS Run Report, in accordance with the operational policy: Documentation – EMS Run Report Completion.

- 4.8 submit run reports for data collection in support of the Milwaukee County EMS CQI process.
- 4.9 provide dispatch information for CQI review upon request.

5. Covenants, Rights and Responsibilities of the County

- 5.1 Educational Activities. The initial education, refresher and continuing education courses provided for the EMT-B will be reviewed and approved by the Medical Director as outlined in the BLS Medical Director document.
- 5.2 Quality Assurance. 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 Basic Life Support units for continuous quality improvement projects, education, or special studies and/or projects.
- 5.3 Communications Base. The County shall provide and maintain a central communication base for coordination of field unit activities, system communications and medical direction for BLS Advanced Level Skills as determined by the County.
- 5.4 Medical Direction. The County shall provide on-line medical direction and medical oversight for municipal employees active in the provision of basic life support services as the role is defined in EXHIBIT I. The Medical Director for the County has complete discretion regarding the acceptance of any individual, whose practice falls under the Medical Director's license, including the ability to withhold, suspend or completely terminate an individual's involvement in the Milwaukee County EMS System. The Municipality shall recognize the authority of the EMS medical director on issues related to patient care and privileges of medical control for all individuals operating under the medical director's license.

6. General Provisions

- 6.1 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 EMTs and for the worker's compensation coverage of its EMTs, shall be the responsibility of the Municipality it being understood and agreed that said EMTs are the employees of the Municipality for whom they work and are not the agents of Milwaukee County.
- 6.2 The Municipality agrees to 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 EMTs.
- 6.3 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.

- 6.4 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.
 - 6.5 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.
 - 6.6 Authorization. The undersigned parties represent that they are duly authorized to contract on behalf of their represented parties.
 - 6.7 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 governing body.
 - 6.8 Entire Agreement. This Agreement, specified Exhibits and other Agreements or Documents specified herein shall constitute the entire agreement between the parties.
7. Health Insurance Portability and Accountability Act (HIPAA): HIPAA Required Provisions for Business Associate Contracts (164.506(e)(2) between the Municipal Fire Department and Milwaukee County for EMS BLS Data Acquisition
- 7.1 Milwaukee 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 Milwaukee County Services provided hereunder. In conformity therewith, Milwaukee County agrees that it will:
 - 7.1.1 Not use or further disclose PHI other than as permitted under this Agreement or as required by law;
 - 7.1.2 Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;
 - 7.1.3 Mitigate, to the extent practicable, any harmful effect that is known to Milwaukee County of a use or disclosure of PHI by Milwaukee County in violation of this Agreement;
 - 7.1.4 Report to Milwaukee any use or disclosure of the PHI not provided for by this Agreement of which Milwaukee County becomes aware;
 - 7.1.5 Ensure that any agents or subcontractors to whom Milwaukee County provides

PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Milwaukee County with respect to such PHI;

- 7.1.6 Make PHI available to Milwaukee and to the Individual who has a right of access as required under HIPAA within 30 days of the request by Milwaukee on the Individual;
 - 7.1.7 Notify Milwaukee of any amendment(s) to PHI and Incorporate any amendment(s) to PHI at the request of Milwaukee or the Individual who has a right of access as required under HIPAA;
 - 7.1.8 Provide an accounting of all uses or disclosures of PHI made by Milwaukee County as required under HIPAA privacy rule within 60 days;
 - 7.1.9 Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Milwaukee County's and Milwaukee's compliance with HIPAA; and
 - 7.1.10 At the termination of this Agreement, return or destroy all PHI received from, or created or received by Milwaukee County on behalf of Milwaukee, and if return is infeasible, the protections of this agreement will extend to such PHI.
- 7.2 The specific uses and disclosures of PHI that may be made by Milwaukee County on behalf of Milwaukee include:
- 7.2.1 Review and disclosure of PHI as required for the provision of treatment, payment and health care operations;
 - 7.2.2 Review and disclosure of PHI for authorized research projects;
 - 7.2.3 Disclosures of PHI upon request as permitted by Wisconsin state statutes and the Federal privacy rule;
 - 7.2.4 Uses required for the proper management and administration of Milwaukee County as a business associate and;
 - 7.2.5 Other uses or disclosures of PHI as permitted by HIPAA privacy rule.
- 7.3 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Milwaukee, in its sole discretion, if Milwaukee determines that Milwaukee County has violated a term or provision of this Agreement pertaining to Milwaukee service obligations under the HIPAA privacy rule, or if Milwaukee County engages in conduct which would, if committed by Milwaukee, would result in a violation of the HIPAA privacy rule by Milwaukee.

8. Term, Renewal and Termination.

8.1 Term. This agreement shall be effective from January 1, 2005 until December 31, 2005, unless termination or suspension of the agreement is issued as outlined in Sections 7.3, and 8.2. Should both parties agree this agreement can be renewed for an additional one-year term 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 subsequent years following 2005.

8.2 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 relationship. Material breach of any provision of the agreement by either party may serve as grounds for termination of the agreement. In the event of a breach of agreement, the offending party shall have 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 agreement shall be considered void 60 days from the original date of notification and any obligations on behalf of the Municipality and/or the County terminated.

For the City of <Name>:

For the County:

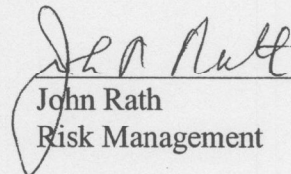
Mayor Date

John Chianelli, Director Date
County Health Programs

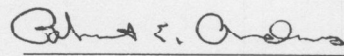
City Clerk Date

Patricia Haslbeck, Program Director Date
Emergency Medical Services

City Attorney Date
(Approved as to Form and Independent
Contractor Status)

 12-8-07

John Rath Date
Risk Management

 12-7-07

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

EXHIBIT I

Basic Life Support (BLS) Services Medical Direction for Milwaukee County EMS

I. Introduction

Emergency Medical Services systems weave the operations of public safety, public health and the practice and technology of emergency medicine into society's safety net. These systems match patient needs to available resources in a timely and effective manner to reduce death, disease, disability, discomfort, dissatisfaction and destitution resulting in the improvement of the health of the individual and the community they serve.

Recent American College of Emergency Physicians guidelines state that *all* aspects of the organization and provision of *basic and advanced* life support emergency medical services require the active involvement and participation of physicians. Physicians trained in and dedicated to EMS are essential to providing the leadership and advocacy crucial to navigate the patient care complexities, educational medical content selections and intricate system politics.

As the distinctions between basic life support (BLS) and advanced life support (ALS) services blur with the addition of advanced skills expanding the scope of practice for BLS providers, formal medical direction has not only become legally mandated, but is also in keeping with the mission of providing the best pre-hospital care to residents of Milwaukee County. In addition, given the multi-tiered response system in place in Milwaukee County, the provision of coordinated BLS and ALS medical direction will assist in the necessary integration of these two levels of care.

As provided for in the Milwaukee County Provider Service Agreement, BLS medical direction will be provided for in the same manner as ALS services.

II. Qualification of Medical Directors

The following physicians will provide the core leadership, consultation and service for Milwaukee County EMS forming the MCW EMS Service Line.

Ronald G. Pirrallo, MD, MHSA
Director

Jonathan M. Rubin, MD
Associate Director

Charles E. Cady, MD
Assistant Director

Halim Hennes, MD, MS

Pediatric Director
Steven S. Andrews MD, EMT-P
Affiliate Director
Tom P. Aufderheide, MD
Research Director

Administrative support will be provided by Terry Modrak and Adrienne Cisler from the Department of Emergency Medicine.

All physicians are licensed to practice medicine in the state of Wisconsin and are in good standing. All are residency-trained, board certified in emergency medicine and regularly practice their specialty of emergency medicine as full-time faculty of the Medical College of Wisconsin. Drs. Pirrallo and Rubin have completed Society for Academic Emergency Medicine approved EMS Fellowships and Drs. Andrews, Cady and Hennes have completed post graduate level courses toward Fellowship status. Dr. Aufderheide is an internationally recognized and federally funded resuscitation researcher. Ms. Cisler and Ms. Modrak bring over 10 years of experience managing a multi-million dollar budget for the Department of Emergency Medicine and impeccable organizational and communication skills.

III. Online Medical Control

Online medical control refers to direct consultation by a medical oversight physician, either by radio, telephone or on-scene interaction. This function will be provided when required by protocol or any time the EMTs feel they require additional consultation for adult and pediatric patients 24 hours a day. All on-line medical control will be provided at the single base station located within the Emergency Department at Froedtert Memorial Lutheran Hospital and provided to all Milwaukee County EMS system providers.

Medical Command Forms will be completed for all BLS medical direction contacts. All Medical Command Forms are reviewed by one of the system Medical Directors weekly. All Base Physicians participate in a quarterly continuing education program.

Children's ED faculty will be paged simultaneously to assist with medical direction as a consultant for critical pediatric calls; the base physician remains in charge. The role of the CHW faculty is to help the base physician with treatment decisions and medication dosing.

IV. Offline Medical Control

Medical oversight is the ultimate authority and has the responsibility for the medical aspects of the entire EMS system including BLS services and its impact on patient care. Specific EMS system component services will include:

Communications

- Develop and annually maintain tiered (BLS vs ALS) dispatch guidelines including appropriate pre-arrival instructions.
- Approve medical content of EMS communicator educational programs which will emphasize the roles of BLS vs ALS providers and their interdependence.

Field Clinical Practice

- Establish entry-level requirements for all EMS providers.
- Develop and maintain biannual credentialing and practice privilege status for all providers.

- Establish and maintain patient care protocols policies and procedures including scope guidelines and standards of practice.
- Establish patient care equipment standards.
- Provide regular, direct oversight of EMS providers in the field.

Education

- Approve medical content of Milwaukee County EMS Education Center curricula and EMT curricula used by individual departments.

Quality Assurance

- Provide expert content incident reviews.
- Establish minimum uniform data set for patient care records.
- Develop and review standing reports that measure system, agency and provider performance.
- Develop benchmarks for system, agency and provider performance.