

INTERGOVERNMENTAL COOPERATION AGREEMENT
between
THE CITY OF MILWAUKEE
and
MILWAUKEE COUNTY
for
TRAUMA RESPONSE PARTNERSHIP

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT, (“Agreement”) is made by and between the City of Milwaukee, acting by and through its Health Department’s Office of Violence Prevention (“MHD”), Police Department (“MPD”), and Fire Department (“MFD”), and as of January 1, 2024, it’s Department of Administration’s Office of Community Safety & Wellness (“DOA”), (all of which are collectively referred to as “City” herein), and Milwaukee County, acting by and through its Behavioral Health Service Division Children’s Trauma Response Team, (“TRT”), all collectively, the “Parties,” pursuant to §66.0301, Wis. Stats., to create a trauma response referral system for certain children and their parents or other care takers who are exposed to violent and traumatic events.

WHEREAS, in the course of their duties, MHD, DOA, MPD officers and MFD first responders are likely to encounter youth who have witnessed or otherwise been exposed to violent or traumatic events who may benefit from the services of the TRT;

WHEREAS, TRT can provide children ages 6-17 who have been exposed to a violent or traumatic event such as assaults, shootings, homicides, fatal car accidents, overdoses (the “Child” or “Children”) with early intervention services intended to prevent, decrease, or otherwise address negative outcomes that may develop as a result of the Children’s exposure to violence;

WHEREAS, without cooperation among MHD, DOA, MPD, MFD, and TRT, the Children are less likely to receive the early intervention mental health services that could benefit them;

WHEREAS, MHD & DOA are uniquely situated as a convener and coordinator of system partners to address issues of community access to clinical services to address the impact of trauma on individual- and community-wide levels, as described in MHD’s Blueprint for Peace;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties set forth herein, the Parties agree as follows:

- I. Effective Date:** This agreement covers activities and funded programs for the Partnership from January 1, 2022 and forward.
- II. Medical Privacy Laws.** TRT and City, in such instances where MHD, DOA, and MFD are functioning as EMTs or as an otherwise covered entity as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), each acknowledge and represent that each is a “covered entity” for purposes (HIPAA, and that irrespective of any other portion of this Agreement, each Party, and any subcontractors, will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable

as they relate to the treatment of any of the following: “protected health information” as defined by 45 CFR § 160.103 and Wis. Stat. §146.816; “registration records” or “treatment records” as defined in Wis. Stats. § 51.30; or “patient health care records” as defined in Wis. Stats. § 146.81 (collectively “Patient Records”). TRT further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor performing services under this agreement, and will provide a copy of such agreement to the City prior to any subcontractor commencing to provide any services related to this Agreement.

III. Public Records. Both parties understand that as governmental bodies, both parties are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement may be subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.*

IV. Duties of MPD.

1. Referrals. MPD shall make those referrals MPD determines to be appropriate by providing the name and contact information of the Child’s parent or appropriate guardian to TRT. MPD shall not provide TRT with any portion of any Patient Records, or with any information derived from Patient Records. MPD shall not provide TRT with any information related to the Child other than the contact information for the Child’s parent or appropriate guardian. MPD shall use reasonable efforts to make timely referrals to TRT.
2. Miscellaneous.
 - a. MPD may participate, via the Chief or their designee, in reasonably scheduled program meetings as requested.
 - b. MPD may collaborate with MHD or DOA and TRT on community outreach events and materials to increase awareness regarding the partnership.
3. Data Recordkeeping. MPD may provide a report to MHD (prior to December 31, 2023) or DOA (on or after January 1, 2024) including the total number of referrals by district and other data as MHD or DOA may reasonably require, upon the reasonable request of MHD or DOA; provided, however, that MPD shall not in any case include any personally identifiable information (i.e. name, phone number, address, email address, or any description that would allow the record to be associated with the specific person for whom the referral was made) or any portion of any Patient Records.

V. Duties of MFD.

1. Training. MFD will train its members on the identification of, exposure to, and documentation of trauma in children and families.
2. Referrals.
 - a. MFD and its certified EMS providers may make those referrals MFD determines to be appropriate by providing the name and contact information of the Child’s parent or guardian to TRT. MFD shall not provide TRT with any portion of any Patient Records, or with any information derived from Patient Records. MFD shall not provide TRT with any information related to the Child other than the contact information for the Child’s parent or guardian. MFD shall use best efforts to make timely referrals to TRT.

- b. MFD shall distribute literature related to the program as it determines is appropriate.
3. Miscellaneous.
 - a. MFD may participate, via the Chief or their designee, in reasonably scheduled program review meetings and events as requested.
 - b. MFD may refer all local or national media inquiries regarding the Trauma Response Program to members of the Partnership for coordinated response, reflecting the cooperative nature of the partnership and program.
 - c. MFD may coordinate MFD ride-along opportunities for mental health staff to allow for their improved understanding of the role of first responders, and how they may better support first responders.
4. Data Recordkeeping. As available data and systems allow, MFD may provide a report to MHD (to the Office of Violence Prevention prior to December 31, 2023) and DOA (on and after January 1, 2024) including the total number of referrals and other data as MHD or DOA may reasonably require, upon the reasonable request of MHD or DOA; provided, however, that MFD shall not in any case include any personally identifiable information (i.e. name, phone number, address, email address, or any description that would allow the record to be associated with the specific person for whom the referral was made) or any portion of any Patient Records.

VI. Duties of TRT.

1. TRT will provide two full time staff (the “TRT Team”) with additional support as needed from the TRT Team to conduct follow-up visits to Children and their families and to provide such services as TRT and the parent(s) or guardian(s) deem appropriate.
2. Staff trained in trauma assessment and treatment from the TRT Team will be available to provide 24/7 phone consultations to City personnel including sworn Fire and Police employees related to calls received involving child victims or witnesses to violence in their homes, schools, and community as well as other potentially traumatic events.
3. TRT will provide training in trauma concepts to City personnel, including sworn Police and Fire employees, and other community partners as requested by MHD or DOA covering the topics of human behavior, trauma, and appropriate policies and procedures.
4. As permitted by MFD, mental health professionals may accompany MFD on observation-only ride-alongs to better understand the role of first responders and how mental health staff may better support them.
5. TRT shall provide quarterly billing statements to MHD (for services rendered and costs incurred prior to December 31, 2023) or DOA (for services rendered and costs incurred on or after January 1, 2024) for services actually rendered and costs incurred within the scope of services, and any/all supporting documentation of costs or expenses requested.
6. Billing statements are to be delivered for the preceding quarter ending by the 20th day of the month following the quarter, or the business day following the 20th, approximately January 20th, April 20th, July 20th, or October 20th of each year.
7. TRT shall participate in reasonably scheduled program meetings and events as requested by MHD (prior to December 31, 2024) or DOA (on or after January 1, 2024).

8. TRT shall notify City of any personnel changes within 48 hours of a resignation being submitted by any member of the TRT Team as well as an offer or appointment of a new staff being assigned to the Trauma Response Partnership.
9. TRT shall refer all local or national media inquiries regarding the Trauma Response Program to members of the Partnership for coordinated response, reflecting the cooperative nature of the partnership and program.
10. TRT shall prepare and produce monthly, quarterly, and annual reports for MHD (to December 31, 2023) or DOA (on or after January 1, 2024) that shall, at a minimum, contain aggregated data on the number of referrals received by source and location, the types of incidents leading to the referrals, and the disposition status of the referrals.

VII. Duties of MHD (to December 31, 2023) and DOA (on or after January 1, 2024). MHD & DOA agree to:

1. Convene regular partnership meetings with leadership from TRT, MPD, MFD, and other partners as needed in the determination of MHD or DOA.
2. Conduct quarterly and annual program evaluations, monitor monthly referrals and program measures, and facilitate the setting of partnership goals and objectives.
3. Coordinate collaborative training opportunities for first responders, public sector partners, and community organizations.
4. Collaborate on community outreach events and public education materials to increase awareness of the partnership.
5. Coordinate community response and provide technical assistance for systems partners.
6. Manage media, marketing, and communications for the Trauma Response Partnership.
7. Provide, arrange, or negotiate funding levels, TRT service levels, and funding to cover the agreed-upon costs billed by TRT, on an annual basis.

VIII. Liability. This Agreement does not create a joint venture or partnership among the parties, nor does any Party agree to act as an agent for any other Party under this Agreement. No party intends to waive any immunities or defenses to which it may be entitled under statutory or common law.

IX. Authority to Sign. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

City of Milwaukee Fire Department

City of Milwaukee Department of Administration

Authorized Party

Authorized Party

Title

Title

Date

Date

City of Milwaukee Police Department

City of Milwaukee Health Department

Authorized Party

Authorized Party

Title

Title

Date

Date

Approved as to form and execution:

Office of the City Attorney

Date

FOR MILWAUKEE COUNTY:

BY: _____ DATE: _____

NAME: _____

TITLE: _____

DEPARTMENT: _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: _____

DATE: _____

Risk Manager

Office of Risk Management

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: _____

DATE: _____

Milwaukee County Comptroller
Office of the Comptroller

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: _____

DATE: _____

David Crowley, County Executive
Office of the County Executive

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: _____

DATE: _____

Office of Economic Inclusion

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: _____

DATE: _____

Corporation Counsel
Office of Corporation Counsel

**APPROVED AS COMPLIANT UNDER
§59.42(2)(b)5, STATS.:**

BY: _____

DATE: _____

Corporation Counsel
Office of Corporation Counsel