

**COPY**

**Fiscal Years 2001 to 2003  
Paramedic Emergency Medical Services Agreement  
Between Milwaukee County, Division of County Health Programs,  
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):

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 in a cost effective and efficient manner which coordinates care and services throughout the County; 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 with the Municipality;

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

1. Statement of Purpose and Relationship. The parties enter into this Emergency Medical Services Agreement for the purpose of establishing a coordinated, uniform delivery system for the provision of Paramedic Emergency Medical Services to individuals within the county, for determining the roles and responsibilities of each of the parties and for determining the sharing of costs and/or fiscal responsibilities for the provision of those services.
2. Covenants, Rights and Responsibilities of the Municipality.
  - 2.1 Utilization of the County's Training Facility and Participation in Training Activities. The Municipality has the right to refer any of its personnel involved in the provision of Emergency Medical Services to the County's Paramedic Training Facility for initial training or continuing educational activities. Acceptance of personnel into the County's educational program shall be at the option of the County and will depend upon the referred individual meeting admissions criteria, available classroom space and the need of the Municipality to maintain, replenish or reach its paramedic staff level pool. The Municipality shall insure

that the County has unrestricted access to facilities and to emergency medical services vehicles and equipment to provide training, refresher and/or supervised field experiences to any student enrolled in the County's training program. The Municipality shall not refer any fire-fighter to an educational program other than the program operated by the County unless the County's Emergency Medical Services Medical Director approves of the training program prior to the individual participating in a non-County sponsored or conducted program. The Municipality is responsible for tracking and maintaining all records regarding continuing education credits and any other documents necessary for the renewal of the individual's paramedic license for any individual utilizing non-County training programs. The Municipality shall not establish or impose any non-medically based requirements on the County or its students in accessing and utilizing vehicles or equipment for training purposes.

- 2.2 Meeting Operating Standards. The Municipality agrees to maintain responsibility for insuring that the operation of the paramedic unit(s), meets 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 Paramedic Training Center, which includes the Standards of Care, Standards for Practical Skills, Medical Protocols and System Policies. The Municipality shall provide uniforms according to County's policy and insure field personnel maintain the established dress code.
- 2.3 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 and for the identification of costs as described in this Agreement. The Municipality agrees to comply with the County's Emergency Medical Services Council standards of response time, data collection and other operational issues as reviewed and approved by the Emergency Medical Services Council, as established by the County to meet operational needs of the program or as established by Chapter 97 of the Milwaukee County General Ordinances.
- 2.4 Vehicles and Non-disposable Equipment. The Municipality agrees that one of its contributions to the Milwaukee County Paramedic Program is to assume the responsibility for the initial purchase of any vehicle, all non-disposable equipment required under Trans 309 and the cost of insuring, cleaning, washing, and the cost of any negligent or accidental damage to the vehicle and to comply with the County's equipment list requirements. The County may, at its discretion, procure and provide to the Municipality non-disposal equipment; however, this equipment shall remain the property of the County and the County may, upon notification to the Municipality, remove any County owned equipment.

- 2.5 Data and Billing Collection. The Municipality agrees to cooperate in the collection of information necessary to collect charges, service provision information or other data regarding paramedic services as set forth in this agreement. This includes, but is not limited to: 1) submission of Emergency Medical Service run reports to the County no later than every three business days which shall include patient signatures and completion of any billing documents required by the County; 2) submit copies of all labor contract agreements for negotiated increases to Milwaukee County EMS as soon as they are settled; and 3) respond to all Quality Improvement (CQI) inquiries from the County in a timely fashion. The Municipality agrees that, if necessary as determined by the County, the Municipality shall apply for and become a certified provider of services under Medicare and/or Medicaid.
- 2.6 State Required Health Checks, Immunizations and Background Checks. The Municipality is responsible for the provision of all background check data and required immunizations and health record information on any municipality employee referred to the County' Paramedic Training Center prior to matriculation into a training class and/or operating under the medical license of the County's Medical Director as a licensed Emergency Medical Technician as required by State Statutes or Rules and Regulations.
- 2.7 Inventory and Supplies. The Municipality agrees to comply with an inventory accountability and reconciliation program established by the County and to assist and cooperate in supply ordering.

3. Covenants, Rights and Responsibilities of the County

- 3.1 Medical Equipment. The cardiac monitor-defibrillator and paramedic radio communication system shall be standard throughout the system and shall be ordered through the Section of Emergency Medical Services. The County will service this equipment at its own expense for all paramedic transport units, or furnish replacement units where necessary as determined by the County, when equipment is presented to the County for repair or replacement. The Municipality is responsible for repair or replacement of equipment on paramedic units when the equipment is damaged due to an act of negligence on the part of Municipal employees, when in an accident or when the equipment is repaired without the prior approval and review by the County.
- 3.2 Educational Activities. The advanced emergency medical services training courses, refresher courses and continuing education courses conducted by the Section of Emergency Medical Services is offered to the Municipality, if the Municipality is providing paramedic response services, provided that any individual trained by the Section of Emergency Medical Services for the Municipality remains an active paramedic in the Milwaukee County system for at least three (3) years. The County shall provide training to the Municipality for referred Municipality staff up to the number of individuals allocated to the Municipality's pool.

Admission to classes, refresher courses and quarterly continuing educational courses shall be limited to those individuals active in the Municipality's paramedic program and is done at the sole discretion of the County.

- 3.3 Quality Assurance. Personnel of the Section of Emergency Medical Services shall have access to and are authorized, at the discretion of the Program Director and/or Medical Director, to conduct periodic evaluation tours of operational paramedic units for continuous quality improvement projects, training purposes, or special studies and/or projects.
- 3.4 Establishment of Rates and Policies. The County has the right to set policies, rates and charges for services and address other operational issues as determined by the County or as directed and approved by the Milwaukee County Board of Supervisors including, but not limited to, establishment of charges for paramedic services and the authority to bill such charges according to policies and procedures established by the Milwaukee County Board of Supervisors or as provided for under the terms of this agreement.
- 3.5 Reimbursement. The County shall reimburse the Municipality for the costs of services provided under this agreement as defined in the appropriate sections of Section 4, Levels of Participation and Sharing of Costs.
- 3.6 Provision of Medical Supplies. The County is responsible for the provision of all consumable medical supplies for patient care on all paramedic transport vehicles. Medications and supplies shall be standard medications and supplies authorized in the program.
- 3.7 Approval by the State of Wisconsin. The County will take the appropriate steps to have the regional emergency medical services plan and the County's training program approved by the Wisconsin Department of Health and Family Services.
- 3.8 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 and agreed to by the County.
- 3.9 Medical Direction. The County shall provide on-line medical direction and medical oversight for municipal employees active in the provision of paramedic services. The Municipality shall recognize the authority of the EMS medical director on issues related to patient care and privileges of medical control for all Paramedic Units or individuals operating under the medical director's license. If requested by the Municipality, the County may provide on-line medical direction and medical oversight for other emergency medical services (non-advanced life support services) performed by the Municipality.

- 3.10 Alternative Service Delivery Review. The County shall cooperate with an approved effort of a Municipality in the establishment of an alternative service model system. The County shall provide necessary staff time and staff resources to the establishment of an alternative service model. The County shall request that the Emergency Medical Services Council review, as soon as administratively possible, response zones and mutual aid agreements described in Attachment A of this agreement for volume of calls, response times and work load.

#### 4. Levels of Participation and Sharing of Costs

- 4.1 Municipalities Operating a Paramedic Transport Unit -- City of Milwaukee. The County and the Municipality have agreed that the Municipality shall operate Paramedic Transport Units for Paramedic responses within the Paramedic Response Zone as determined by the County's Emergency Medical Service Council and as described in Attachment A of this agreement. Modifications to the Paramedic Response Zones may be made upon approval by the Emergency Medical Services Council.
- (A) Paramedic Transport Units. Paramedic Transport Units are to respond to and transport those patients needing advanced life support. Patients not requiring advanced life support services shall be provided services by other providers and transported in units other than the paramedic unit to assure maximum availability of advanced life support units. The Medical Director, or his designee, shall set forth this policy for the response and transport of patients to a hospital. Paramedic Transport Units shall be available to respond to any and all advanced life support needs within the zone of coverage as established by the Emergency Medical Service Council and as indicated in Attachment A of this agreement unless involved in an earlier response to an advanced life support call.
- (B) Limitation of Services. The Municipality will not enter into situations pertaining to the provision of paramedic level services that detract from the primary service area including, but not limited to, special events.
- (C) Education. The Municipality agrees to refer to the County's training program individuals which meet the admissions criteria for the County's program. Prerequisite course work may include post-secondary education classes in such areas as English Composition, Anatomy and Physiology or other academic areas as determined by the State of Wisconsin and/or the National Association of Emergency Medical Service Educators. The Section of Emergency Medical Services has final approval for student selection based on established admissions criteria. The Municipality agrees to send licensed and active paramedics to scheduled continuing education conferences provided by the Section of Emergency Medical Service. The Municipality agrees to provide and cooperate with the County in any preceptor

program and to provide an adequate number of paramedic preceptors to participate in field education.

The County shall provide training to the referred and accepted staff of the Municipality up to the following levels: 1) training and educational opportunities, on a space available basis as determined by the County, which will allow a candidate to meet the State of Wisconsin license requirements and qualify for taking the State Examination for an Emergency Medical Technician - Paramedic, for a number of individuals which allows the Municipality to reach its allocated pool of one-hundred and five (105) slots; 2) access to refresher courses for a maximum of one hundred and five (105) slots per year for individuals active in the Paramedic program; and 3) access to quarterly continuing educational programs for a maximum of one hundred and five (105) slots per quarter allocated to individuals active in the Paramedic program.

- (D) Number of Transport Units. The Municipality agrees to provide five (5) paramedic transport vehicles (Paramedic Units) and three (3) paramedic engines to carry out its role in this program. The paramedic transport vehicles and paramedic engines shall be available twenty-four (24) hours per day unless otherwise involved in an Emergency Medical Services response, or unless a change is requested or directed due to the execution of Section 6.2 or Section 6.3 of this agreement.
- (E) Mutual Aid. The Municipality shall enter into paramedic mutual aid and back-up agreements with all municipalities who execute paramedic contracts with Milwaukee County, or with other municipalities who have contractual relationships with those municipalities for paramedic services and are within adjacent zones as currently defined by the County's Emergency Medical Service Council. Such agreements shall include a provision whereby either party may submit a dispute as to the adequacy of paramedic services provided to the other to the County for resolution and the decision of the County shall be binding upon all parties of the dispute. The Municipality shall authorize its Fire Chief to render to and request from said municipalities paramedic service to the extent that personnel and equipment are available. The judgement of the Fire Chief, or officer commanding in the Chief's absence, as to the availability of aid, personnel or equipment, shall be final at the time of the request. The County may review the frequency of requests for aid, the disposition of the request and other circumstances surrounding mutual aid agreements as the County deems necessary. If changes in the response area for mutual aid agreements or other aspects of the mutual aid agreement require modifications to insure the safe and adequate provision of emergency medical services to all county residents, the County shall have the right to require modification of the mutual aid agreement. The Municipality and each member

municipality to said agreement shall assume the liability imposed by law and hold the County harmless for the operation of its own vehicles and equipment or vehicles and equipment purchased by the County and used by the Municipality.

- (F) Staffing of Response Units. The Municipality agrees that a minimum of nineteen (19) Emergency Medical Technician-Paramedics (EMT-P) shall be scheduled during any 24 hour shift. The Municipality agrees the Paramedic Transport Units operated by the Municipality shall be staffed at all times with a minimum of three licensed Emergency Medical Technician-Paramedic's (EMT-P).
- (G) Dispatch Training of Municipal Employees. The Municipality agrees that any individual assigned to, or responsible for, dispatching emergency medical services personnel shall attend educational courses and programs established or coordinated by the County.
- (H) Billing for Service. The Municipality waives all rights pertaining to billing for any emergency medical services delivered under the County's Paramedic Level Emergency Medical Services Program. The County shall, for all billing and statistical purposes, be considered the provider of Paramedic service.
- (I) County Grant Payments to the Municipality. The County agrees to make grant payments to the Municipality based upon the following:
  - (i) The County shall make a grant payment to the Municipality for the direct labor cost for nineteen (19) paramedics per day calculated as the annual average of the hourly base rate of all paramedics times one-hundred, sixty-six thousand, four-hundred and forty hours (166,440), or one-hundred, sixty-six thousand, eight hundred and ninety-six (166,896) hours during a Leap-year. The average Paramedic rate for Milwaukee in 2000 was nineteen dollars and seventy-six cents (\$19.76). This rate will be adjusted each subsequent year of this agreement based upon the agreed percentage of change in the labor agreement between the Municipality and the bargaining unit representing fire/paramedic personnel.
  - (ii) The County shall make a grant payment of forty thousand dollars (\$40,000) annually for costs related to supervision for insuring that the operation of units operated by the Municipality are in conformance with the Criteria and Standards of the Milwaukee County Council on Emergency Medical Services, collection of required information for the issuing of invoices for services and costs related to required record keeping and invoicing.

The County shall decrease any monthly amount due to the Municipality under this paragraph if the employees of the Municipality providing service fails to collect the proper billing release signature required as determined by the County's billing service. This reduction shall be calculated using the following formula whenever the percentage of run reports not containing the proper release signatures exceeds five percent (5%) of the total monthly runs reports:

Total Amount Due (times) Percent of Run Reports Containing  
Proper Billing Release Signatures

- (iii) To determine the grant payment by the County to the City for pool premium, the parties agree that the number of paramedics employed by the Milwaukee Fire Department at the beginning of the calendar year shall be increased by one-half (1/2) of the number of Milwaukee Fire Department employees in the first paramedic class next following the beginning of the calendar year and the sum shall be reduced by the number of direct staffing (fifty-eight). The difference will be multiplied by a factor of two-thousand, three-hundred, twenty dollars and ninety-one cents (\$2,320.91) for 2000. Each year thereafter the factor of two-thousand, three-hundred, twenty dollars and ninety-one cents (\$2,320.91) will be adjusted based on the percentage of increase in the fire department negotiated pay increase. In the event the difference determined above in this paragraph should change during the calendar year, an adjustment shall be made to the twelfth (12<sup>th</sup>) payment of the current year.
- (iv) The County's grant reimbursement to the Municipality under the above mentioned paragraphs shall not be for more than one-hundred and five (105) full-time equivalent employees.
- (v) A grant reimbursement to the Municipality of fourteen-thousand, five hundred and ninety-two (14,592) hours at the annual average hourly rate identified in (I)(i) above for indirect costs relating to holidays, vacation, and sick leave of paramedics.
- (vi) A grant payment by the County to the Municipality of one-thousand dollars (\$1,000) per paramedic in the paramedic pool annually as reimbursement for additional direct labor costs and associated overtime necessitated by requirements of the County Section of Emergency Medical Services for mandated training up to a maximum of one-hundred and five thousand dollars (\$105,000).



The paramedic pool is defined as an individual who has completed a paramedic training program, is licensed by the State of Wisconsin as an Emergency Medical Technician - Paramedic, who is allowed to operate by the Medical Director of the Paramedic Program within the County under the Medical Director's license, who is recognized by the Section of Emergency Medical Services as a paramedic within the Emergency Medical Services Program operated by the County and who is available for active paramedic service. The County shall not be responsible for any fees, salary, premiums or other expenses for any individual not meeting all of the above stated requirements.

- (vii) A grant payment of sixty-four thousand dollars (\$64,000) annually as an educational stipend for costs associated with basic education.
- (viii) A grant payment for the cost of operating paramedic transport vehicles, vehicle maintenance and repairs and vehicle supplies and material required to provide paramedic services including the reasonable cost of vehicle supplies. Payment for vehicle supplies will be forty thousand, two hundred and forty-one dollars and four cents (\$40,241.04) for 2000 and will be increased each year by three percent (3%) thereafter. The County shall be responsible for the provision of all consumable medical supplies associated with paramedic services. Medical supplies will be standard across the County Emergency Medical Services Program and any variation from those standards is done at the risk and expense of the Municipality.
- (ix) The County shall make payments to the Municipality equal to its expenditures related to the purchase of required uniforms for Paramedic personnel covered under this agreement. The total amount of the County's liability shall not exceed six-thousand (\$6,000) per year for this paragraph of the agreement.
- (x) The County shall make grant payments in arrears for the expenditures covered in the above mentioned paragraphs upon certification of those expenditures by the Municipality. Certification of expenditures shall be in conformance with policies and procedures established by the County.
- (xi) References to any annual payments by the County to the Municipality shall mean a payment for any twelve month calendar year beginning in the month of January and concluding at the end of December. Any other period of time and associated payments shall be pro-rated.

- (K) Regulation, Access to Data and Fees for Private Providers. The Municipality may, at its discretion, arrange for some or all of the Basic Life Support services to be provided by one or more private ambulance provider(s). Prior to the execution of any contract for such Basic Life Support Service, the Municipality shall insure that the private provider has executed a Private Provider Participation Agreement with the County. The contract between the County and the private provider(s) shall insure that the private provider provides access to any and all patient care records for quality assurance reviews, submission of response times and other quantified data as determined by the County.

4.2 Municipalities and the North Shore Fire Department, Inc. Operating a Paramedic Transport Unit -- Non-City of Milwaukee. The County and the Municipality have agreed that the Municipality shall operate a Paramedic Transport Unit for Paramedic responses within the Paramedic Response Zone as determined by the Emergency Medical Service Council and as described in Attachment A of this agreement. Modifications to the Paramedic Response Zones may be made upon approval of the Emergency Medical Service Council.

- (A) Paramedic Transport Units. Paramedic Transport Units are to respond to and transport those patients needing advanced life support. Patients not requiring advanced life support services shall be provided services by other providers and transported in units other than the paramedic unit to assure maximum availability of advanced life support units. The Medical Director or his designee shall set forth the policies for the response and transport of patients to a hospital. Paramedic Transport Units shall be available to respond to any and all advanced life support needs within the zone of coverage as established by the Emergency Medical Service Council and as indicated in Attachment A of this agreement, unless involved in an earlier response to an advanced life support call.
- (B) Paramedic First Response Units. The Municipality shall not operate any Paramedic First Response Units unless specifically allowed by the County as described and allowed by the supplemental contract between the County and the Municipality.
- (C) Limitation of Services. The municipality will not enter into situations pertaining to the provision of paramedic level services that detract from the primary service area including, but not limited to, special events.
- (D) Education. The Municipality agrees to refer to the County's training program individuals which meet the admissions criteria for the County's program. Pre-requisite course work may include post-secondary education classes in such areas as English composition, anatomy and physiology or other academic areas as determined by the State of Wisconsin and/or the National Association of Emergency Medical

Services Educators. The Section of Emergency Medical Services has final approval for student selection based on established admissions criteria. The Municipality agrees to send licensed and active paramedics to scheduled continuing education conferences provided by the Section of Emergency Medical Service. The Municipality agrees to provide and cooperate with the County in any preceptor program and to provide an adequate number of paramedic preceptors to participate in field education.

The County shall provide training to the referred and accepted staff of the Municipality up to the following levels: 1) training and educational opportunities, on a space available basis as determined by the County, which will allow a candidate to meet the State of Wisconsin license requirements and qualify for taking the State Examination for an Emergency Medical Technician - Paramedic, for a number of individuals which allows the Municipality to reach its allocated pool of fifteen (15) slots; 2) access to refresher courses for a maximum of fifteen (15) slots per year for individuals active in the Paramedic program; and 3) access to quarterly continuing educational programs for a maximum of fifteen (15) slots per quarter allocated to individuals active in the Paramedic program.

- (E) Number of Transport Units. The Municipality agrees to provide one paramedic transport vehicle (Paramedic Unit) to carry out its role in this program. The paramedic transport vehicle shall be available twenty-four(24) hours per day unless otherwise involved in an Emergency Medical Services response, or unless a change is requested or directed due to the execution of Section 6.2 or 6.3.
  
- (F) Mutual Aid. The Municipality shall enter into paramedic mutual aid and back-up agreements with all municipalities who execute paramedic contracts with Milwaukee County, or with other municipalities who have contractual relationships with those municipalities for paramedic services and are within adjacent zones as currently defined by the County's Emergency Medical Service Council. Such agreements shall include a provision whereby either party may submit a dispute as to the adequacy of paramedic services provided to the other to the County for resolution and the decision of the County shall be binding upon all parties of the dispute. The Municipality shall authorize its Fire Chief to render to and request from said municipalities paramedic service to the extent that personnel and equipment are available. The judgement of the Fire Chief, or officer commanding in the Chief's absence, as to the availability of aid, personnel or equipment, shall be final at the time of the request. The County may review the frequency of requests for aid, the disposition of the request and other circumstances surrounding mutual aid agreements as the County deems necessary. If changes in the response area for mutual aid agreements or other aspects of the mutual aid agreement require

modifications to insure the safe and adequate provision of paramedic services to all county residents, the County shall have the right to require modification of the mutual aid agreement. The Municipality and each member municipality to said agreement shall assume the liability imposed by law and hold the County harmless for the operation of its own vehicles and equipment or vehicles and equipment purchased by the County and used by the Municipality.

- (G) Staffing of Paramedic Transport Units. The Municipality agrees that a minimum of three Emergency Medical Technician-Paramedics (EMT-P) shall be scheduled during any 24 hour shift. The Municipality agrees the Paramedic Transport Unit operated by the Municipality shall be staffed at all times with a minimum of three licensed Emergency Medical Technician-Paramedic's (EMT-P).
- (H) Billing for Service. The Municipality waives all rights pertaining to the billing for any emergency medical services delivered under the County's Paramedic Emergency Medical Services Program. The County shall, for all billing and statistical purposes, be considered the provider of the Paramedic level of service.
- (I) County Reimbursement to the Municipality. The County agrees to make grant payments to the Municipality for costs associated with staffing one (1) Paramedic Transport Unit and the necessary fifteen (15) Full-Time equivalent (FTE's) fire service, active paramedic employees based upon the following:
  - (i) The County shall make a grant payment to the Municipality for the direct labor cost for three (3) paramedics per day calculated as the annual average of the hourly base rate of all paramedics times twenty-six thousand, two-hundred and eighty (26,280) hours or twenty-six thousand, three hundred and fifty-two hours (26,352) during a Leap-year. The 2000 average will be based on individual fire department paramedic rates taken from the 2000 worksheets distributed by the County and adjusted each subsequent year based upon the agreed percentage of change in the labor agreement between the Municipality and the bargaining unit representing fire/paramedic personnel.
  - (ii) The County shall make a grant payment of thirty-two thousand, five hundred dollars (\$32,500) annually for costs related to paramedic supervision for insuring that the operation of paramedic units operated by the Municipality are in conformance with the Criteria and Standards of the Milwaukee County Council on Emergency Medical Services, collection of required information for the issuing of invoices for services and costs related to required record keeping and invoicing.

The County shall decrease any monthly amount due to the Municipality under this paragraph if the employees of the Municipality providing service fails to collect the proper billing release signature required as determined by the County's billing service. This reduction shall be calculated using the following formula whenever the percentage of run reports not containing the proper release signatures exceeds five percent (5%) of the total monthly runs reports:

Total Amount Due (times) Percent of Run Reports Containing  
Proper Billing Release Signatures

- (iii) The County shall make a grant payment of an amount related to the Municipality's premium costs for paramedics not to exceed five percent (5%) of the 2000 firefighter average annual base rate for a paramedic assigned as a firefighter but not assigned to a paramedic unit any given day to maintain a pool of qualified and trained paramedics. The 2000 average firefighter base rate will be the 2000 average paramedic rate noted in (I)(i) above divided by 1.05. Each year thereafter the base rate will be adjusted based upon the percentage of the fire departments negotiated pay increase.
- (iv) The County's grant reimbursement to the Municipality under the above mentioned paragraphs shall not be for more than fifteen (15) full-time equivalents.
- (v) The grant reimbursement to the Municipality of two-thousand, three hundred and four (2,304) hours at the annual average hourly rate identified in I(i) above for indirect costs relating to holidays, vacation, and sick leave of paramedics.
- (vi) A grant payment by the County to the Municipality of one-thousand dollars (\$1,000) per paramedic in the pool annually as reimbursement for additional direct labor costs and associated overtime necessitated by requirements of the County Section of Emergency Medical Services for mandated training up to a maximum annual reimbursement of fifteen-thousand dollars (\$15,000).

The paramedic pool is defined as an individual who has completed a paramedic training program, is licensed by the State of Wisconsin as an Emergency Medical Technician - Paramedic, who is allowed to operate by the Medical Director of the Paramedic Program within the County under the Medical Director's license, who is recognized by the Section of Emergency Medical Services as a paramedic within the Emergency Medical Services

Program operated by the County and who is available for active paramedic service. The County shall not be responsible for any fees, salary, premiums or other expenses for any individual not meeting all of the above stated requirements.

- (vii) A grant payment of eight-thousand dollars (\$8,000) annually as an educational stipend for costs associated with basic education.
  - (viii) A grant payment for the cost of operating paramedic transport vehicles, vehicle maintenance and repairs and vehicle supplies and material required to provide paramedic services including the reasonable cost of vehicle supplies. The County shall be responsible for the provision of all consumable medical supplies associated with paramedic emergency medical services and used by the Paramedic Transport Vehicle. Medical supplies will be standard across the County Emergency Medical Services Program and any variation from those standards is done at the risk and expense of the Municipality.
  - (ix) The County shall make payments to the Municipality equal to its expenditures related to the purchase of required uniforms for Paramedic personnel covered under this agreement. The total amount of the County's liability shall not exceed one-thousand dollars (\$1,000) per year for this paragraph of the agreement.
  - (x) The County shall make grant payments in arrears for the expenditures covered in the above mentioned paragraphs upon certification of those expenditures by the Municipality. Certification of expenditures shall be in conformance with policies and procedures established by the County.
  - (xi) References to any annual payments by the County to the Municipality shall mean a payment for any twelve month calendar year beginning in the month of January and concluding at the end of December. Any other period of time and associated payments shall be pro-rated.
- (J) Dispatch Training of Municipal Employees. The Municipality agrees that any individual assigned to, or responsible for, dispatching emergency medical services personnel shall attend educational courses and programs established or coordinated by the County.

5. General Provisions

- 5.1 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.

The Municipality agrees to protect, indemnify, hold harmless and defend the County against any and all claims, demands, damages, suits, actions, judgements, 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.

- 5.2 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.

- 5.3 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.

The County shall not be liable for any judgment or retroactive salary payments against the Municipality by an offended party seeking damages, back-pay or other compensation for failure to adhere to Federal and State Affirmative Action guidelines and/or Non-discrimination, Equal Opportunity or Fair Labor Standards Act Statutes or requirements under this contract or any previous contract executed between the County and the Municipality. This provision shall survive the termination of this contract.

- 5.4 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.

- 5.5 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.
- 5.6 Authorization. The undersigned parties represent that they are duly authorized to contract on behalf of their represented parties.
- 5.7 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.
- 5.8 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. Any and all other existing agreements, cost sharing agreements or contracts between the County and the Municipality shall be considered void.

6. Term, Renewal and Termination.

- 6.1 Term. This agreement shall be effective for a term of thirty-six (36) months, from January 1, 2001 until December 31, 2003 unless termination or suspension of the contract is issued as outlined in Section 6.2 or Section 6.3 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 2001.
- 6.2 General Termination. Either party may terminate the agreement without cause by serving a 45 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 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 obligations on behalf of the Municipality and/or the County terminated.



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

- A. The Medical Director shall inform the Municipality in writing of the situation which jeopardizes the safety and health of county residents and the intention of the County to suspend the Paramedic contract for services within 24 hours unless the situation can be addressed and corrected within a time span not to exceed 24 hours from the time of notification. This notification shall include the date and exact time of suspension and shall be delivered to the Municipality in a manner which insures receipt of notification.
- B. The Medical Director shall inform the County Executive's Office and the Chair of the Committee on Health and Human Needs of the decision to suspend the contract under this section and provide a justification of the action and the anticipated actions required to insure continuous delivery of services to county residents. A full report of the situation shall be made available for the County Board of Supervisors and the County Executive within a ten (10) day period following the execution of the County's right to suspend the contract under this section. This report shall include, but not be limited to, the situation which warranted the suspension of the contract, the actions of the Medical Director to insure delivery of services to residents once the contract for services was suspended, the plans of the Medical Director to insure continued delivery of services to residents in the immediate future, and what, if any future contract changes would be required with the Municipality or any other municipality with which the County contracts for paramedic services to insure the delivery of services.

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

- C. 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.

**For the :**

**For the County:**

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Earl R. Hawkins, Jr., Director Date  
Department of Administration

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
Paula A. Lucey, Director Date  
County Health Programs

\_\_\_\_\_  
Risk Management Date

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

\_\_\_\_\_  
DOA- DBD Division Date

**Attachment A**  
**Emergency Medical Services Agreement Between Milwaukee County,**  
**Division of County Health Programs and the City of Milwaukee**

**Response Zone for Paramedic Transport Units Operated by Municipalities**  
**and the North Shore Fire Department, Inc.**

**City of Franklin**

**Primary Response Zone:** The Primary Response Zone for the City of Franklin shall include the entire municipality of Franklin and the Village of Hales Corners.

**Mutual Aid:** At a minimum, the City of Franklin shall establish mutual aid agreements pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipalities:  
City of Greenfield  
City of South Milwaukee

**City of Greenfield**

**Primary Response Zone:** The Primary Response Zone for the City of Greenfield shall include the entire municipality of Greenfield, the entire municipality of the Village of Greendale and the following parts of the City of Milwaukee:  
- from the City of Greenfield city boundary north to Oklahoma Avenue  
- from 100th Street on the west to 43rd Street on the east.

**Mutual Aid:** At a minimum, the City of Greenfield shall establish mutual aid agreements pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipalities:  
City of Franklin  
City of Milwaukee  
City of South Milwaukee  
City of West Allis

**City of Milwaukee**

**Primary Response Zone:** The Primary Response Zone for the City of Milwaukee shall include the entire municipality of Milwaukee, the entire the Village of West Milwaukee.

**Mutual Aid:** At a minimum, the City of Milwaukee shall establish mutual aid agreements pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipalities and the North Shore Fire Department:  
City of Greenfield  
City of South Milwaukee  
City of Wauwatosa  
City of West Allis  
North Shore Fire Department, Inc.

**Backup:** The City of Milwaukee shall provide backup services to any municipality requesting aid.

**Attachment A**  
**Emergency Medical Services Agreement Between Milwaukee County,**  
**Division of County Health Programs and the City of Milwaukee**

**Response Zone for Paramedic Transport Units Operated by Municipalities**  
**and the North Shore Fire Department, Inc.**

**North Shore Fire Department Inc:**

**Primary Response Zone:** The Primary Response Zone for the North Shore Fire Department, Incorporated, shall include the following municipalities in their entirety:

- Village of Bayside
- Village of Brown Deer
- Village of Fox Point
- City of Glendale
- Village of Shorewood
- Village of Whitefish Bay

and the following part of the City of Milwaukee:

- from the south boundary of the City of Greendale City Limit (Silver Spring Drive) south to Hampton Avenue
- West from Teutonia Avenue to the City of Glendale City Limits (Lincoln Park) and 11th Street

**Mutual Aid:** At a minimum, the North Shore Fire Department, Inc. shall establish a mutual aid agreement pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipality:

- City of Milwaukee

**City of South Milwaukee**

**Primary Response Zone:** The Primary Response Zone for the City of South Milwaukee shall include the entire municipality of South Milwaukee, the City of Oak Creek, the City of Cudahy, and the Village of St. Francis.

**Mutual Aid:** At a minimum, the City of South Milwaukee shall establish mutual aid agreements pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipalities

- City of Franklin
- City of Milwaukee

**Attachment A**  
**Emergency Medical Services Agreement Between Milwaukee County,**  
**Division of County Health Programs and the City of Milwaukee**

**Response Zone for Paramedic Transport Units Operated by Municipalities**  
**and the North Shore Fire Department, Inc.**

**City of Wauwatosa:**

**Primary Response Zone:** The Primary Response Zone for the City of Wauwatosa shall include the entire municipality of Wauwatosa and the following part of the City of Milwaukee:

- from the south boundary of the City of Wauwatosa city limits south to I94 from 108th Street east to 64th Street
- from the north boundary of the City of Wauwatosa north to Burleigh Street from Memomonee River Parkway on the west to 84th Street on the east

**Mutual Aid:** At a minimum, the City of Wauwatosa shall establish mutual aid agreements pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipalities

City of Milwaukee  
City of West Allis

**City of West Allis:**

**Primary Response Zone:** The Primary Response Zone for the City of West Allis shall include the entire municipality of West Allis and the following parts of the City of Milwaukee:

- from the north boundary of the City of West Allis City Limits to I-94 from 98th Street on the west to 64th Street on the east
- from the south boundary of the City of West Allis to Oklahoma Avenue on the south from 72nd Street on the west to 51 Street on the east

**Mutual Aid:** At a minimum, the City of West Allis shall establish mutual aid agreements pertaining to Advanced Life Support (EMS-Paramedic) services with the following Municipalities

City of Greenfield  
City of Milwaukee  
City of Wauwatosa

