

**THIRD AMENDMENT TO THE
PRIVATE AMBULANCE SERVICE PROVIDER AGREEMENT
FOR EMERGENCY MEDICAL SERVICES
IN THE "BELL" SERVICE AREA IN THE CITY OF MILWAUKEE**

This is the Third Amendment to the contract ("Contract") by and between the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin, and Bell Ambulance, Inc. ("Provider").

Whereas, the City and Provider entered into the Contract on or around December 19, 2017 under the terms of City Ordinance Section 75-15; and

Whereas, the Contract was amended on or around October 25, 2021 ("First Amendment") and again on or around February 14, 2022 ("Second Amendment"); and

Whereas, City and Provider wish to further amend the Contract as stated herein; and

Now, therefore, in consideration of the mutual covenants hereinafter stated, the parties do hereby agree to amend the Contract as follows:

1. The terms of the Second Amendment shall continue from January 1, 2023 through December 31, 2023, except that the subsidy for each Accepted Call shall be \$90.10.
2. Provider shall allow the City to perform an audit in March of 2022 of the following information to confirm that Provider is utilizing the subsidy funds to acquire staff and resources to respond to 911 events:
 - Shift times
 - Apparatus available to respond to a 911 incident
 - Accepted calls
 - A limited set of patient information and disposition, stripped of personally identifiable information and in a HIPAA compliant manner.
 - Vehicle status
 - Incident logs
3. The City agrees to work in good faith with the ambulance service providers, OEM Medical Direction, Wisconsin Department of Health Services and local health care partners to address components of the Milwaukee EMS system that add to call volume. These items may include, but are not limited to:
 - i. Low acuity calls
 - ii. High utilizers
 - iii. Response time expectations
 - iv. Alternative response options

4. Provider and City agree that throughout the first six months of the year 2023, they shall endeavor to draft revisions to the Contract that are mutually agreeable to the two current ambulance service providers (including Provider), and the City. The parties have convened a working group comprised of representatives of the City of Milwaukee Fire Department, the City Attorney's Office, and the two private ambulance service providers (including Provider) for this purpose.

These changes constitute the entire Third Amendment to the Contract. All other covenants, provisions, terms and conditions of the Contract shall remain in force unless further amended by mutual agreement of the parties. This Third Amendment may be signed in multiple parts, which together will constitute a whole. Electronic/pdf signatures are acceptable.

[Remainder of this page intentionally left blank]

In Witness Whereof, the City and the Provider have caused this Amendment to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE

Aaron D. Lipski
Chief, Milwaukee Fire Department

Dated this ____ day of _____, 2023

Aycha Sawa
City Comptroller

Dated this ____ day of _____, 2023

Kathryn Z. Block, Assistant City Attorney
As to Form and Execution

Dated this ____ day of _____, 2023

BELL AMBULANCE, INC.

By:

Dated this ____ day of _____, 2023