Fiscal Years 2001 to 2003
Paramedic First Response 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 enhanced emergency medical services in the form of a paramedic first response program, (hereinafter referred to as "first response 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 paramedic services are defined in Sec. 146.50, of State Statues and Chapter 97 of the County of Milwaukee General Ordinances, which are incorporated in 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 first response paramedic services to the citizens of the County and others and is willing to make available certain County resources and services to 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 First Response Paramedic Emergency Medical Services within the County.

1. Statement of Purpose and Relationship. The parties enter into this agreement for the purpose of establishing a coordinated, uniform delivery system for the provision of Paramedic First Response Emergency Medical Services to individuals within the county, for determining the roles and responsibilities of each of the parties and for determining any 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 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 staffing 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 field experiences to any student

enrolled in the County's training program. The Municipality shall not refer any firefighter 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 coordinated 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) and/or first response paramedic units meet the Criteria and Standards of the Milwaukee County Council on Emergency Medical Services and the content of the any 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 to assume the responsibility for the purchase of any vehicle, all non-disposable equipment required under Trans 309, 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 Collection. The Municipality agrees to cooperate in the collection of information necessary to collect charges, service provision information or other data regarding paramedic services and/or basic services as set forth in this agreement. This includes, but is not limited to: 1) submission of Paramedic and/or Paramedic First Response 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 to assist and cooperate in supply ordering.

2.8 Medical Equipment. The cardiac monitor-defibrillator and paramedic radio communication system shall be standard throughout the system. The Municipality is responsible for the purchase, repair and/or replacement of cardiac monitor-defibrillator equipment and radio equipment on Paramedic First Response units.

3. Covenants, Rights and Responsibilities of the County

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

If the Municipality has hired an individual whose Paramedic Training was provided by an entity other than Milwaukee County, the Municipality may petition the County to recognize and accept that individual as part of the County Paramedic Program, however, the County is under no obligation to recognize or accept that individual into the Milwaukee County Paramedic Program. The County has full discretion in the establishment of methodologies to assess a petition and to establish review and acceptance criteria regarding individuals trained by other non-County programs.

The Municipality agrees that access to continuing educational programs shall be provided to the Fire Chief and any Deputy Chiefs or other managers involved in the Emergency Medical Service Program. The Municipality agrees that the Fire Chief and any associated deputies will be allowed to attend, at a minimum, the annual convention of the International Association of Fire Chiefs - Emergency Medical Services Section and that the Fire Chief shall maintain membership in the International Association of Fire Chiefs-Emergency Medical Services section during the entire course of this contract.

3.2 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 and/or paramedic first response units for continuous quality improvement projects, training purposes, or special studies and/or projects.

3.3 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.

3.4 Reimbursement. The County and Municipality shall reimburse each other 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.

3.5 Provision of Medical Supplies. The County is responsible for the replacement of all consumable medical supplies for patient care on all paramedic first response vehicles as described within this document and is solely responsible for the determination of the best method and manner in which to replace those medical supplies which have been used during the provision of Advanced Life Support services. The Municipality agrees to cooperate with the County in its inventory and medical supply replacement program. Medications and supplies shall be the standard medications and supplies authorized in the County's Paramedic Program.

3.6 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 Social Services.

3.7 Communications Base. The County shall provide and maintain a communication base for medical direction to the paramedic units or other units as determined and agreed to by the County, the Municipality and other entities.

3.8 Medical Direction. The County shall provide on-line medical direction and medical oversight for municipal employees active in the provision of paramedic services and/or paramedic first response services. 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 individuals involvement in the Milwaukee County Paramedic Program. 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 and Paramedic First Response Units or individuals operating under his 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.

3.9 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 the Emergency Medical Services Agreement between the Municipality and the County executed in 2001 for volume of calls, response times and work load.

4. Levels of Participation and Sharing of Costs and Resources

4.1 First Response Services - 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 Paramedic First Response Units with a zone of coverage determined by the Municipality.

(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, unless involved in an earlier response to an advanced life support call. The Municipality agrees to provide up to eight (8) units with transport capabilities or five (5) transport units and three (3) engine units for the Milwaukee County EMS -Paramedic System

and to deploy those units in a manner consistent with the directions and expectations of the County and in a manner which meets coverage of a response zone as established by the Milwaukee County Emergency Medical Services Council. The number of transport units which the Municipality is obligated to provide under the terms of this agreement supercedes the number of units described in Paragraph 4.1(D) of the Emergency Medical Services Agreement between the County and the Municipality executed in 2001.

(B) Paramedic First Response Units. Paramedic First Response Units are operated by the Municipality and the Municipality shall be responsible for addressing their zone of coverage and insuring compliance with State Statutes and County requirements. Under no condition shall the Municipality transport a patient which has received Advanced Life Support services in any vehicle other than a Paramedic Transport Vehicle unless special conditions warrant immediate transport and that transport has been specifically authorized by the County's communication base.

Municipalities are encouraged, but not required, to execute mutual aid agreements regarding Advanced Life Support Services provided by Paramedic First Response units with other municipalities adjacent to the political boundaries of the Municipality to provide for a more comprehensive availability of coverage. The County shall be a party to all discussions regarding the establishment of mutual aid agreements and prior to the execution of any mutual aid agreement between the Municipality and a neighboring community outside of the County of Milwaukee, the County shall be consulted to assure that the service provision to County residents shall remain a top priority and that the fiscal impact of the mutual aid agreement meets the needs of the County. Mutual Aid agreements shall include indemnification and insurance language sufficient to protect the County and its agents from any liability and recognize the rights and control of the County's Medical Director. The County shall either approve or deny the execution of the mutual aid agreements.

If the Municipality executes a mutual aid agreement for Advanced Life Support Services provided by Paramedic First Response Units with other municipalities adjacent to the Municipality's political boundaries but outside the political boundaries of the County of Milwaukee and, during the course of this contract, provides Paramedic or Paramedic First Response services to citizens or other individuals within that service area, the Municipality and County shall share all revenues from the collected invoices. Under this revenue sharing agreement, the Municipality and County shall establish necessary policies and procedures to track said services and revenues from these services shall be distributed with the Municipality receiving or retaining eighty percent (80%) of the net collected amount. The remaining twenty

percent (20%) shall be retained by, or paid to, the County to offset administrative and billing costs.

(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. All Paramedics operating within the County system must meet continuing education and the County's benchmark requirements.

The County agrees to reimburse the Municipality an amount equal to the costs incurred by the municipality, but not to exceed one-thousand, five-hundred dollars ($1,500) per person, annually, for expenses of the Fire Chief, Battalion Chief and the EMS Deputy Chief or other individuals authorized by the County to attend the annual convention of the International Association of Fire Chiefs-Emergency Medical Services Section. Reimbursement by the County shall be consistent with the County's travel and reimbursement policies and rates.

(E) Staffing of Transport and First Response Units. The Municipality agrees that a minimum of twenty-five (25) Emergency Medical Technician-Paramedics (EMT-P) shall be scheduled during any twenty-four (24) hour shift as soon as the number of trained and licensed staff permits. The Municipality agrees the Paramedic Transport Unit operated by the Municipality shall be staffed at all times with a minimum of two licensed Emergency Medical Technician-Paramedic's (EMT-P) and a third individual which may be a Emergency Medical Technician-Paramedic (EMT-P) or an Emergency Medical Technician-Basic (EMT-B). If the Paramedic Transport Unit is staffed with only two Emergency Medical Technician- Paramedics, the third Emergency Medical Technician-Paramedic which is required to meet the staffing levels

previously described shall always be scheduled on a rescue or an ambulance service vehicle and staffing of that vehicle shall be in a manner which allows the Emergency Medical Technician- Paramedic to met and adhere to State Statutes and Regulations. Any other personnel licensed and active in the County's Emergency Medical Service program, and for whom the County reimburses the Municipality for all or part of the salary costs and/or provides access to refresher or continuing education courses, shall be scheduled for service on ambulance or medical rescue vehicles unless the Municipality submits a written request to be waived from this requirement and includes with that request a written statement of support for the waiver by the bargaining unit representing the Paramedics. This section shall supercede Paragraph 4.1(F) of the Emergency Medical Services Agreement between the Municipality and the County executed in 2001.

(F) Billing for Service. Whenever a transport of a patient occurs on a vehicle staffed by two or more licensed paramedics or whenever any procedure which is considered an Advanced Life Support procedure or a Paramedic First Responder service is performed by an individual recognized as a Paramedic and operating as a Paramedic under the medical license of the County's Medical Director, that transport and/or service shall be considered a transport or service by the Milwaukee County Paramedic Program. The Municipality waives all rights pertaining to the billing for any emergency medical services delivered under the County's Paramedic Program, including Paramedic and Paramedic First Responses services. The County shall, for all billing and statistical purposes, be considered the provider of the service.

(G) Payments to the Municipality. The County's obligations regarding reimbursement of the grant for the Municipality's costs as identified in Paragraph 4.1(I) of the Emergency Medical Services Agreement between the County and the City of Milwaukee contract executed in 2001 shall be superceded as noted below.

(i) Paragraph 4.1, Section (I)(i) regarding payments for base salaries, Section (I)(iii) regarding payments for the individuals who are in the paramedic pool, Section (I)(v) regarding payments for indirect costs, Section (I)(vi) regarding overtime for training purposes, and Section (I)(vii) regarding stipends for costs associated with base training shall be utilized to determine the grant reimbursement to the Municipality under the terms of this agreement. For the period of January 1, 2001 until December 31, 2001 the County shall make a monthly payment to the Municipality of up to, but not exceeding, three-hundred, eighty-six thousand, five hundred and eighty-three dollars ($386,583) for a

total amount not to exceed four million, six hundred and thirty-eight thousand, nine hundred and ninety-six dollars ($4,638,996) depending upon the methodology described in the Emergency Medical Services Agreement executed between the County and the Municipality in 2001. All payments shall be made one (1) month in arrears once the City of Milwaukee has submitted an invoice to the County. For each year the contract is extended after 2001, the payment made in 2001 shall be increased by an amount equal to the agreed percentage of change in the labor agreement between the Municipality and the bargaining unit representing fire/paramedic personnel provided that annual agreement does not exceed three and a half percent (3.5%) for each year after 2001.

If, during the course of this agreement and the course of the Emergency Medical Services Agreement executed between the parties during 2001, the Municipality issues any statements or invoices to a patient for Paramedic First Response Services the County has the right to reduce any grant payment to the Municipality as outlined above in an amount equal to the revenue loss by the County as determined solely by the County.

4.2 First Response Services - Other Municipalities and the North Shore Fire Department, Inc. Currently with Paramedic Transport Services.

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 which have been established in the contract between the County and the Municipality pertaining to Paramedic Emergency Medical Services executed in 2001 and Paramedic First Response Units with a zone of coverage determined by the Municipality.

(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, unless involved in an earlier response to an advanced life support call.

(B) Paramedic First Response Units. Paramedic First Response Units are operated by the Municipality and the Municipality shall be responsible for addressing their zone of coverage and insuring compliance with State Statutes and County requirements. Under no condition shall the Municipality transport a patient which has received Advanced Life Support services in any vehicle other than a Paramedic Transport Vehicle unless special conditions warrant immediate transport and that transport has been specifically authorized by the County's communication base.

Municipalities are encouraged, but not required, to execute mutual aid agreements with other municipalities adjacent to the political boundaries of the Municipality for Advanced Life Support Services provided by Paramedic First Response units to provide for a more comprehensive availability of coverage. The County shall be a party to all discussions regarding the establishment of mutual aid agreements and prior to the execution of any mutual aid agreement between the Municipality and a neighboring community outside of the County of Milwaukee, the County shall be consulted to assure that the service provision to County residents shall remain a top priority and that the fiscal impact of the mutual aid agreement meets the needs of the County. Mutual Aid agreements shall include indemnification and insurance language sufficient to protect the County and its agents from any liability and recognize the rights and control of the County's Medical Director. The County shall either approve or deny the execution of the mutual aid agreements.

If the Municipality executes a mutual aid agreement with other municipalities adjacent to the Municipality's political boundaries but outside the political boundaries of the County of Milwaukee for Advanced Life Support Services and, during the course of this contract, provides Paramedic or Paramedic First Response services to citizens or other individuals within that service area, the Municipality and County shall share all revenues from the collected invoices. Under this revenue sharing agreement, the Municipality and County shall establish necessary policies and procedures to track said services and revenues from these services shall be distributed with the Municipality receiving or retaining eighty percent (80%) of the net collected amount. The remaining twenty percent (20%) shall be retained by, or paid to, the County to offset administrative and billing costs.

(C) Limitation of Services. The Municipality will not enter into situations pertaining to the provision of paramedic transport 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. All Paramedics operating within the County system must meet continuing education and the County's benchmark requirements.

The County may reimburse the Municipality an amount equal to the costs incurred by the municipality, but not to exceed one-thousand, five-hundred dollars ($1,500) per person, annually, for expenses of the Fire Chief's attendance at the annual convention of the International Association of Fire Chiefs-Emergency Medical Services Section. Reimbursement by the County shall be consistent with the County's travel and reimbursement policies and rates.

(E) Staffing of Transport and First Response Units. The Municipality agrees that a minimum of three (3) Emergency Medical Technician-Paramedics(EMT-P) shall be scheduled during any twenty-four (24) hour shift. The Municipality agrees the Paramedic Transport Unit operated by the Municipality shall be staffed at all times with a minimum of two licensed Emergency Medical Technician-Paramedic's (EMT-P) and a third individual which may be a Emergency Medical Technician-Paramedic (EMT-P) or an Emergency Medical Technician-Basic (EMT-B). If the Paramedic Transport Unit is staffed with only two Emergency Medical Technician- Paramedics, the third Emergency Medical Technician-Paramedic which is required to meet the staffing levels previously described shall always be scheduled on a rescue or an ambulance service vehicle and staffing of that vehicle shall be in a manner which allows the Emergency Medical Technician-Paramedic to met and adhere to State Statutes and Regulations. Any other personnel licensed and active in the County's Emergency Medical Service program, and for whom the County reimburses the Municipality for all or part of the salary costs and/or provides access to refresher or continuing education courses, shall be scheduled for service on ambulance or medical rescue vehicles unless the

Municipality submits a written request to be waived from this requirement and includes with that request a written statement of support for the waiver by the bargaining unit representing the Paramedics. This section shall supercede Section 4.2(G) of the Emergency Medical Services Agreement between the Municipality and the County executed in 2001.

(F) Billing for Service. Whenever a transport of a patient occurs on a vehicle staffed by two or more licensed paramedics or whenever any procedure which is considered an Advanced Life Support procedure or a Paramedic First Responder service is performed by an individual recognized as a Paramedic and operating as a Paramedic under the medical license of the County's Medical Director, that transport and/or service shall be considered a transport or service by the Milwaukee County Paramedic Program. The Municipality waives all rights pertaining to the billing for any emergency medical services delivered under the County's Paramedic Program, including Paramedic and Paramedic First Responses services. The County shall, for all billing and statistical purposes, be considered the provider of the service.

If, during the course of this agreement and the course of the Emergency Medical Services Agreement executed between the parties during 2001, the Municipality issues any statements or invoices to a patient for Paramedic First Response Services the County has the right to reduce any payment obligation to the Municipality as described in the Emergency Medical Services Agreement in an amount equal to the revenue loss by the County and as determined solely by the County.

4.3 First Response Services - Municipalities Currently without Paramedic Transport Services.

The County and the Municipality have agreed that the Municipality shall operate Paramedic First Response Units with a zone of coverage determined by the Municipality.

(A) Paramedic First Response Units. Paramedic First Response Units are operated by the Municipality and the Municipality shall be responsible for addressing their zone of coverage and insuring compliance with State Statutes and County requirements. Under no condition shall the Municipality transport a patient which has received Advanced Life Support services in any vehicle other than a Paramedic Transport Vehicle unless special conditions warrant immediate transport and that transport has been specifically authorized by the County's communication base.

Municipalities are encouraged, but not required, to execute mutual aid agreements with other municipalities adjacent to the political boundaries of the Municipality for Advanced Life Support Services provided by Paramedic First Response units to provide for a more comprehensive availability of coverage. The County shall be a party to all discussions regarding the establishment of mutual aid agreements and prior to the execution of any mutual aid agreement between the Municipality and a neighboring community outside of the County of Milwaukee, the County shall be consulted to assure that the service provision to County residents shall remain a top priority and that the fiscal impact of the mutual aid agreement meets the needs of the County. Mutual Aid agreements shall include indemnification and insurance language sufficient to protect the County and its agents from any liability and recognize the rights and control of the County's Medical Director. The County shall either approve or deny the execution of the mutual aid agreements.

If the Municipality executes a mutual aid agreement with other municipalities adjacent to the Municipality's political boundaries but outside the political boundaries of the County of Milwaukee for Advanced Life Support Services and, during the course of this contract, provides Paramedic or Paramedic First Response services to citizens or other individuals within that service area, the Municipality and County shall share all revenues from the collected invoices. Under this revenue sharing agreement, the Municipality and County shall establish necessary policies and procedures to track said services and revenues from these services shall be distributed with the Municipality receiving or retaining eighty percent (80%) of the net collected amount. The remaining twenty percent (20%) shall be retained by, or paid to, the County to offset administrative and billing costs.

(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 program which may include pre-requisite course work 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. All Paramedics operating within the County system must meet continuing education requirements.

The County may reimburse the Municipality an amount equal to the costs incurred by the Municipality, but not to exceed one-thousand, five-hundred dollars ($1,500) per person, annually, for expenses of the Fire Chief's attendance at the annual convention of the International Association of Fire Chiefs-Emergency Medical Services Section. Reimbursement by the County shall be consistent with the County's travel and reimbursement policies and rates.

(D) Staffing of Transport and First Response Units. The Municipality agrees that staffing of any Paramedic First Response vehicle shall be in a manner which allows the Emergency Medical Technician- Paramedic to met and adhere to State Statutes and Regulations and which conforms to the County's Policies and Procedures regarding minimum staffing and experience. Any other personnel licensed and active in the County's Emergency Medical Service program shall be scheduled for service on ambulance or medical rescue vehicles unless the Municipality submits a written request to be waived from this requirement and includes with that request a written statement of support for this waiver by the bargaining unit representing the Paramedics.

(E) Billing for Service. Whenever a transport of a patient occurs on a vehicle staffed by two or more licensed paramedics or whenever any procedure which is considered an Advanced Life Support procedure or a Paramedic First Responder service is performed by an individual recognized as a Paramedic and operating as a Paramedic under the medical license of the County's Medical Director, that transport and/or service shall be considered a transport or service by the Milwaukee County Paramedic Program. The Municipality waives all rights pertaining to the billing for any emergency medical services delivered under the County's Paramedic Program, including Paramedic and Paramedic First Responses services. The County shall, for all billing and statistical purposes, be considered the provider of the service.

(F) 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.

4.4 County's Provision of Billing Services to Municipalities or the North Shore Fire Department. The Municipality may request that the County perform or cause to be

performed billing for any or all Basic Life Support services rendered by the Municipality. This request must take the form of a formal communication from the governing body of the Municipality and may be included in the resolution which authorizes the execution of this agreement. If the Municipality wishes to have the County perform or cause to be performed BLS billing services, the following sections shall apply.

(A) The County shall establish charges at the following rate unless the Municipality directly and formally informs the County of a different rate structure which the Municipality wishes to implement:

Basic Life Support Services - Base Bill	$300.00
Medical Supplies - Consumable	$20.00
Oxygen	$10.00
Mileage - Loaded Transport Only	$5.00/mile

(B) The County shall have the right and ability to determine the most cost effective manner in which to handle and process claims and payments for services. Unless otherwise directed by the Municipality in writing, the County's collection and write-off policies for the Paramedic Program shall be enforced as they pertain to BLS services.

(C) The Municipality maintains any and all liability regarding the completion of the forms and adherence to billing requirements by any third party payor including, but not limited to, obtaining the proper authorization to bill Medicare and/or Medicaid.

(D) The County shall make available, at its cost, consultation and direction from the County's billing firm to assist the Municipality in its review, analysis or design of its operations as they pertain to BLS services. These services shall not include any processing services by the billing service for the processing of invoices for service.

(E) The County shall receive from the Municipality a one-time, set-up fee of three-thousand dollars ($3,000) and a monthly administrative fee of one-percent (1%) of the net collections for the month.

Net collections shall be defined as money received by the Municipality for BLS services submitted for the municipality's response area less refunds to patients and/or insurance or other third party payors.

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 and/or paramedic first responders 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 or paramedic first responders.

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.

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 and regulations of the United States, the State of Wisconsin, the Ordinances of Milwaukee County and any regulatory agencies or bodies thereof. If, during the term of this contract or the term

of the Emergency Medical Services Agreement executed between the parties during 2001, any section or provision of these contracts is in conflict with federal or state statute, this entire document and, if applicable, the Emergency Medical Services Agreement, shall become null and void.

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, the Paramedic Emergency Medical Services Agreement between the County and the Municipality executed in 2001 (if existing), 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 Budget for years subsequent to 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 and/or first responder services or withdrawing support from the paramedic and/or first response program. Material breach of any provision of the contract 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 thirty (30) day period, the contract shall be

considered void sixty (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 and/or the First Responder 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 City of Milwaukee:

Mayor Date	City Clerk Date

For the County of Milwaukee:

Earl Hawkins, Jr., Director Date Department of Administration	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	