

**ASSIGNMENT AND ASSUMPTION**  
**OF PRIVATE AMBULANCE SERVICE PROVIDER AGREEMENT FOR**  
**EMERGENCY MEDICAL SERVICES IN AREA #1**  
**AND APPROVAL BY THE CITY OF MILWAUKEE**

This ASSIGNMENT AND ASSUMPTION AGREEMENT is made by, between, and among PARATECH AMBULANCE SERVICE, INC. (“Paratech” or “Assignor”), MIDWEST MEDICAL TRANSPORT COMPANY, LLC (“Midwest Medical Transport” or “Assignee”), and the CITY OF MILWAUKEE (“City”).

**WITNESSETH:**

**WHEREAS**, pursuant to the Resolution in Common Council File No. 171263, the City and Assignor are parties to that certain Private Ambulance Service Provider Agreement for Emergency Medical Services in Area #1 in the City of Milwaukee (the “Area #1 Agreement”), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, pursuant to the Area #1 Agreement, § 75-15-8, Milwaukee Code of Ordinances, and the Resolution in Common Council File No. 190935 (and as modified by the City’s Fire Department by letter dated June 5, 2020), the City issued to Assignor a certificate as a certified provider of basic life support (“BLS”) services for Area #1 in the City (the “Area #1 Certificate”); and

**WHEREAS**, Paratech and Midwest Medical Transport have negotiated an agreement (the “Purchase Agreement”) for Midwest Medical Transport to buy substantially all of Paratech’s assets including certain of the assets used in providing private ambulance BLS service in Area #1 of the City. In addition, the Purchase Agreement provides for Paratech to assign and Midwest Medical Transport to assume, subject to the approval of the City, the Area #1 Agreement and the Area #1 Certificate; and

**WHEREAS**, in accordance with Section 11 of the Area #1 Agreement, Assignor desires to transfer and assign the Area #1 Agreement and obligations thereunder, and Assignee desires to assume the Area #1 Agreement and the Area #1 Certificate and obligations thereunder, subject to the approval of the City.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. **Assignment.** Assignor hereby irrevocably transfers and assigns unto Assignee all of Assignor’s right, title and interest in the Area #1 Agreement and the Area #1 Certificate. Assignor covenants, represents and warrants, for the benefit of Assignee, (a) that the Area #1 Agreement and the Area #1 Certificate are in full force and effect as of the Effective Date as defined in paragraph 3 below, and (b) that Assignor is not in default (nor are there any outstanding past defaults) under the Area #1 Agreement and the Area #1 Certificate.

2. **Assumption.** Assignee hereby accepts the foregoing assignment and agrees to comply with all of the terms, covenants and conditions binding upon the Assignor under the Area #1 Agreement and the Area #1 Certificate arising on and after the Effective Date defined below.

3. **Effective Date.** The Assignment and Assumption set forth in paragraphs 1 and 2 above shall be effective on the date of the parties' closing of the transaction under the Purchase Agreement provided, however, that the City shall have first approved the assignment and assumption of the Area #1 Agreement and the Area #1 Certificate (the "Effective Date"). Notwithstanding the foregoing, the Effective Date shall not be before December 16, 2020 and shall not be after December 23, 2020.

4. **Indemnification.**

(a) Assignor. Assignor covenants and agrees to indemnify and hold harmless Assignee against and in respect to any damage, deficiency, liability or loss relating to or arising from any act or omission of Assignor in connection with the Area #1 Agreement and the Area #1 Certificate prior to the Effective Date, including all actions, suits, proceedings, demands, assessments, losses, judgments, costs and expenses, including reasonable attorneys' fees incidental to the foregoing.

(b) Assignee. Assignee covenants and agrees to indemnify and hold harmless Assignor against and in respect to any damage, deficiency, liability or loss relating to or arising from any act or omission of Assignee in connection with the Area #1 Agreement and the Area #1 Certificate on or after the Effective Date, including all actions, suits, proceedings, demands, assessments, losses, judgments, costs and expenses, including reasonable attorneys' fees incidental to the foregoing.

5. **Miscellaneous.**

(a) Binding Affect. The terms of this Assignment and Assumption Agreement (including, but not limited to, all warranties and representations) are binding upon, and shall inure to the benefit of, and shall be enforceable by Assignor and Assignee and their respective successors, assigns, heirs and personal representatives.

(b) Governing Law. This Assignment and Assumption Agreement shall be deemed to be made under and shall be construed in accordance with and be governed by the laws of the State of Wisconsin.

(c) Entire Agreement. This Assignment and Assumption Agreement constitutes the entire agreement between the parties hereto with respect to the matters described herein and may not be modified in any way without the express written approval of Assignor and Assignee.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date and year indicated below.

[Signatures on following page.]

**ASSIGNOR:**  
Paratech Ambulance Service, Inc.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robert Rauch

**ASSIGNEE:**  
Midwest Medical Transport Company, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Shullaw

**APPROVAL BY THE CITY**

In accordance with Section 11 of the Private Ambulance Service Provider Agreement for Emergency Medical Services in Area #1 in the City of Milwaukee, the CITY OF MILWAUKEE hereby approves to the above Assignment and Assumption as of this 15th day of December, 2020.

**CITY OF MILWAUKEE:**

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Jim Owczarski, City Clerk

By: \_\_\_\_\_  
Aycha Sawa, Comptroller

By: \_\_\_\_\_  
Tearman Spencer, City Attorney

**PARATECH AMBULANCE SERVICE, INC.**

**PRIVATE AMBULANCE SERVICE PROVIDER AGREEMENT  
FOR EMERGENCY MEDICAL SERVICES IN THE "PARATECH"  
SERVICE AREA IN THE CITY OF MILWAUKEE**

**EXHIBIT A**



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This agreement is made and entered into by and between City of Milwaukee, a Municipal Corporation of the State of Wisconsin, (hereinafter referred to as "City"), and Paratech Ambulance Service, Inc. (hereinafter referred to as "Provider").

WHEREAS, Provider is a Certified Provider in City's Emergency Medical Services (EMS) System under the terms of City Ordinance Section 75-15 and this agreement; and

WHEREAS, the Provider has requested and desires to provide EMS within the City limits to the City's patients and the City wishes to allow its patients to be transported by Provider; and

WHEREAS, the Provider agrees to provide such service in the City pursuant to this agreement and employs or will employ emergency medical technicians who are duly licensed by the State of Wisconsin to perform emergency medical services; and

WHEREAS, the City hereby finds and determines that the Provider is able to provide and operate suitable certified equipment and employ qualified, licensed personnel in connection with its ambulance service as defined herein; and

WHEREAS, the Provider is required by this agreement to render its emergency medical services in the City without discrimination and to any persons regardless of economic level; and

WHEREAS, the Provider and the City expressly agree that they have an obligation of good faith and fair dealing under this agreement;

NOW, THEREFORE, the City and the Provider mutually agree as follows:

**1. DEFINITIONS**

- 1.2 "advanced life support" ("ALS") means Advanced Life Support as defined in HFS 112.03(1), Wisconsin Administrative Code.
- 1.3 "ambulance" means a certified emergency vehicle used to transport sick, disabled, or injured individuals as defined in Wisconsin Statutes 340.01(3)(i) and 146.50(1)(am).

- 1.4 “ambulance service ordinance” (“Ordinance”) means Milwaukee Code of Ordinance sec. 75-15, as it may be amended from time-to-time.
- 1.5 “ambulance transport service” means the business of transporting sick, disabled or injured individuals as defined in Wisconsin Statutes §§ 340.01(3)(i) and 146.50(1)(am).
- 1.6 “arrival on scene” means Provider’s ambulance is at the address or incident location to which it was dispatched.
- 1.7 “Back-Up Incident” means a request for ambulance transport service referred to Provider by MFD Dispatch, that is located outside Provider’s assigned Service Area. Back-Up Provider is selected according to the Back-Up Plan contained in the Service Plan.
- 1.8 “basic life support” (“BLS”) means basic life support as defined in HFS 110.03(7), Wisconsin Administrative Code.
- 1.9 “Board” means Ambulance Service Board.
- 1.10 “Chief” shall mean the Chief Engineer of the Milwaukee Fire Department or his/her designee (Assistant Chief or Deputy Chief).
- 1.11 “EMT” means Emergency Medical Technician as defined in HFS 110.03(14), Wisconsin Administrative Code.
- 1.12 “emergency response mode” means Provider is requested by MFD Dispatch to respond to an Incident as an authorized emergency vehicle with use of warning lights and siren.
- 1.13 “Incident” means each event that causes MFD Dispatch, through its usual procedures to refer a request for ambulance transport service to Provider, by telephone or other electronic means.
- 1.14 “Medical Director” means the person as defined in HFS 110.03(32) who is designated in the MFD EMS Operational Plan as the Medical Director.
- 1.15 “Milwaukee Fire Department dispatch” (“MFD Dispatch”) means the dispatch center operated by Milwaukee Fire Department at any location.

- 1.16 “non-emergency response mode” means Provider is requested by MFD Dispatch to respond to an incident following the normal rules of the road without use of warning lights or siren.
- 1.17 “paramedic” means Emergency Medical Technician-Paramedic as defined in HFS 112.03(11), Wisconsin Administrative Code.
- 1.18 “Committee” means the Public Safety Committee, a standing committee of The Common Council of City (“Common Council”), granted authority over the Milwaukee EMS System by Ordinance.
- 1.19 “response” means Provider’s ambulance(s) responding.
- 1.20 “response time” means the time elapsed between Provider’s receipt of sufficient dispatch information and the arrival of Provider’s ambulance(s) on scene.
- 1.21 "Special Event" is any event involving an agreement between Provider and a private event or public event organizer in which arrangements have been made for Provider to be on site for purposes of EMS stand-by, first aid, and/or ambulance transport services, for any period of time. The agreement may be a formal written document, letter or verbal agreement.
- 1.22 “Unable-to-Handle” (“UTH”) means an Incident, which Provider does not have an ambulance(s) available to dispatch within 120 seconds as required by the turn back standard or to respond within the time required by the response time standard.

## **2. GRANT OF SERVICE AREA PRIVILEGE TO CERTIFIED PROVIDER**

2.1 Subject to all terms and conditions of this agreement, and all provisions of the Ordinance, the City hereby grants to the Certified Provider a non-exclusive privilege to operate within the City EMS System in the “Paratech” Service Area, as described in Exhibit A, and to use the City rights-of-way for that purpose for the period January 1, 2018 through December 31, 2027, on the terms and conditions stated herein. The Chief or any Provider shall have the right to request revisions to this agreement for good cause, upon 60 days written notice to the opposite party(ies) before the anniversary of two years from the date of commencement of this agreement and thereafter for each subsequent two-year period. Such notice shall be served at least 60 days in advance of each such two-year period. If an agreement between the parties is not reached at any such times of reopening, the procedures outlined in paragraphs 8.5, 8.6, and 8.7 shall come into play.

2.2 Service area boundary lines may be reviewed and adjusted by the City on an annual basis during the re-certification process pursuant to the ordinance.

2.3 The City shall have the unqualified right to terminate this agreement as of December 31, 2022, upon 120 days prior written notice to all Certified Providers, except that such right shall not apply to the replacement of the Provider by another private provider.

2.4 Provider shall have the unqualified right to terminate this agreement upon 180 days written notice to the City of its intent to terminate. The City shall have the right of first refusal, to be exercised within 30 days of Provider’s notice of intent to sell, to purchase any assets that Provider determines are to be sold as a consequence of Provider’s termination of this agreement under this paragraph.

## **3. REQUIREMENTS**

3.1 Priority. Provider will respond to requests for service as required by agreement and Ordinance. Provider shall treat Incidents received from MFD Dispatch as a priority. In no case will the Provider refuse to provide ambulance transport service when lawfully requested to do so by MFD.

3.2 24-hour service. Provider shall be available to provide ambulance transport service for BLS on a continuous basis, 24 hours of each day of agreement, whenever requested by MFD Dispatch.

3.3 MFD Dispatch protocols. City, through MFD Dispatch, shall at all times, use appropriate dispatch protocols to determine whether a request for EMS requires BLS or ALS response. If BLS transport is required, MFD Dispatch must, under the terms of the Ordinance, refer the Incident to the Certified Provider assigned to that service area. In situations where more than one BLS ambulance is needed on a scene, Provider shall dispatch ambulance(s) as necessary and shall notify MFD Dispatch of that decision. If MFD is on the scene, MFD shall request additional ambulances if necessary.

3.4 BLS transport service necessary. If it is determined upon arrival of Provider's ambulance on a scene that BLS ambulance transport service is necessary, Provider shall transport to the appropriate facility of the patient's choice if possible or to the nearest appropriate facility if necessary.

3.5 BLS transport necessary, MFD on scene. If it is determined upon arrival of MFD ALS unit or other MFD unit on a scene that BLS ambulance transport service is necessary, MFD Dispatch shall request BLS ambulance(s) from Provider. MFD shall provide a copy of the ALS assessment to Provider upon reasonable request.

3.6 ALS transport necessary, Provider BLS on scene. As soon as Provider on scene determines that ALS ambulance transport service is necessary, Provider shall immediately request a MFD ALS Unit from MFD Dispatch. Provider shall begin BLS care in accordance with Milwaukee County EMS Operational Policies in effect as of the date of this agreement (Exhibit D).

3.7 ALS transport necessary, Provider ALS on scene. As soon as Provider on scene determines that ALS ambulance transport service is necessary, Provider shall immediately request a MFD ALS Unit from MFD Dispatch. Provider shall begin ALS care and wait for arrival of MFD ALS Unit. If the MFD ALS unit is not on the scene when the patient is ready for transport, MFD Dispatch is to be contacted. If the MFD ALS unit's remaining response time is greater than the transport time to the closest medically appropriate facility, the Provider ALS may transport the patient to that facility.

3.8 City EMS Medical Director, EMS Guidelines. The MFD Medical Director shall be the City EMS Medical Director for purposes of agreement. Emergency medical service guidelines, dispatch standards, standards of care and training standards promulgated by the Milwaukee County Council on EMS, and found at its website which is <http://www.county.milwaukee.gov> are incorporated herein by reference and are made a part hereof to the extent that such standards are not inconsistent with the provisions and standards in this agreement. All other

Emergency Medical Services Guidelines shall be jointly developed and agreed to by City EMS Medical Director, Providers, and Providers' Medical Directors, and included in Exhibit B.

3.9 Back-Up Plan. Provider agrees to provide back up to other Certified Providers of City EMS System as requested by MFD Dispatch, in accordance with the Back-Up Plan established in Service Plan.

3.10 Continuous Quality Improvement Program. City EMS System and Providers must participate in a Continuous Quality Improvement Program, to be developed by all necessary participants. As necessary to create and implement a Continuous Quality Improvement Program, Provider will give the City's authorized personnel access to relevant Wisconsin Ambulance Run Data System (WARDS) data.

3.11 When transfer of patient care occurs between the MFD and Provider, then an in-kind transfer of patient care supplies shall occur on scene between them.

3.12 Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Provider acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this agreement, and that the Provider must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.

3.13 The City, through MFD Dispatch, reserves the right to request ambulance transport service from another Provider under exigent circumstances consistent with this agreement.

3.14 Provider must report the number and location of all ambulances available under this agreement upon reasonable request by MFD.

3.15 Provider agrees to provide ambulance transport services as required by the Mutual Aid Box Alarm System.

3.16 Provider will be National Incident Management System compliant and shall provide verification to the City upon request.



3.17 All of Provider's advertising and marketing materials directed to the general public shall state: "In case of emergency, call 911." If Provider places a telephone number on the exterior of an ambulance, the words "In case of emergency, call 911" shall also appear.

3.18 Provider shall submit all forms of proposed advertising and marketing (including advertising on ambulances) of its services directed to the general public to Chief for review prior to its being disseminated in any form to the general public. The review is for the purposes of ensuring that the communication has no adverse impact upon the substantial interests of the EMS System. If Chief makes an adverse finding, he shall immediately so advise Provider, and Chief shall work with Provider to develop an unobjectionable alternative. If Chief does not provide any response to a submission under this section within 21 days of receipt, the proposed advertising and marketing shall be deemed approved.

3.19 Patients are to be transported using warning lights and siren only when medically necessary.

3.20 Whenever a Provider activates the EMS System after receiving a private call, that Provider is authorized to transport the patient in the event that an advanced life support (ALS) transport is not required, even if such call is outside of its assigned service area.

3.21 When Provider receives a private call, and the EMS system is separately activated for the same incident, the EMS system provider for the designated service area is to transport, unless otherwise specified by the patient and/or family.

3.22 Provider's medical director or designee must participate in the Medical Society of Milwaukee County Emergency Medical Services Medical Director subcommittee meetings, and other meetings as directed by the Board.

#### **4. SPECIAL EVENTS**

4.1 Provider must electronically submit to MFD notification of all Special Event coverage anywhere in the City EMS System, in a format approved by Chief (the "Special Event Plan"). If the Special Event occurs in a service area other than Provider's service area, the same notification shall be given to that service area's Provider. The Special Event Plan shall include all dates and times of Special Event coverage to be provided by Provider. The Special Event Plan shall be submitted to the Chief of MFD five (5) business days prior to the commencement of the Special Event, or as soon as possible. The Chief may

require some written confirmation of the Special Event from the event organizer. The Chief may offer suggestions for improvement of the Special Event Plan and may discuss with Provider interface with the City EMS System. The Chief shall acknowledge receipt of the Special Event Plan and respond within two (2) business days of receipt of plan, or as soon as possible.

4.2 In the event MFD Dispatch receives a request for EMS from any caller at an approved Special Event during the scheduled dates and times, MFD Dispatch shall dispatch Special Event Provider, and not the assigned service area Provider. Under these circumstances Provider shall not charge more than the City approved rates. If the Special Event Provider's ambulance is not available or not on the scene, the assigned service area Provider will be dispatched.

4.3 ALS transport necessary, Provider BLS on scene. As soon as Provider on scene determines that ALS ambulance transport service is necessary, Provider shall immediately request a MFD ALS Unit from MFD Dispatch. Provider shall begin BLS care in accordance with Milwaukee County EMS Operational Policies in effect as of the date of this agreement (Exhibit D).

4.4 ALS transport necessary, Provider ALS on scene. As soon as Provider on scene determines that ALS ambulance transport service is necessary, Provider shall immediately request a MFD ALS Unit from MFD Dispatch. Provider shall begin ALS care and wait for arrival of MFD ALS Unit. If the MFD ALS unit is not on the scene when the patient is ready for transport, MFD Dispatch is to be contacted. If the MFD ALS Unit's remaining response time is greater than the transport time to the closest medically appropriate facility, Provider ALS may transport the patient to that facility.

4.5 Section 4.4 shall not apply when Provider has an MFD approved ALS Special Event Plan that requires ALS care and transport and Provider has an ALS unit on-scene.

## **5. COMMAND, CONTROL AND COOPERATION**

5.1 Chief shall be responsible for administering this agreement on behalf of the City. The highest-ranking officer of MFD on any Incident shall be in command of the Incident.

5.2 Provider shall, to the fullest extent possible, cooperate with the City's Office of Emergency Management and comply with the City's Emergency Plan, including, but not limited to, providing ambulance transport service for multi-casualty incidents and providing ambulances and personnel for training purposes when requested by MFD.

5.3 When requested by MFD Dispatch, Provider will send a supervisor or higher-level personnel, to assist Chief.

## **6. ELECTRONIC COMMUNICATIONS SYSTEM**

6.1 Computer interconnection. In addition to telephonic communication a direct computer connection with MFD Dispatch utilizing technology jointly agreed to by Chief and Provider shall be maintained, permitting MFD Dispatch to forward Incidents to Provider.

6.2 Standardized clocks. MFD Dispatch clocks and Provider dispatch clocks shall at all times be synchronized with the National Institute of Standards and Technology's clock.

6.3 Contemporaneous response time reports. A system whereby Provider will contemporaneously report response times to MFD Dispatch will be developed and implemented by MFD and Provider utilizing an interface (to be paid by Provider) jointly agreed to by Chief and Provider.

6.4 Automatic Vehicle Location System. A system for the contemporaneous reporting to MFD Dispatch of the location of Provider's ambulance(s), which are available to EMS System for dispatch or are already assigned to Incidents will be developed and implemented by MFD and Provider utilizing an interface jointly agreed to (to be paid by Provider) by Chief and Provider.

6.5 Electronic patient care reporting system. A system for the sharing of patient medical information between MFD and Provider will be developed and implemented by MFD and Provider utilizing an interface jointly agreed to by Chief and Provider.

## **7. PERFORMANCE STANDARDS**

7.1 Introduction. Provider agrees that the failure to comply with any time, performance or other requirement or standard in this agreement will result in harm to the City and its patients.

7.2 Response mode standard. Provider shall respond in the mode (emergency or non-emergency) requested by MFD dispatch.

7.3 Response time standards.

Emergency mode responses: 90.00% of responses in 8:59 minutes or less  
99.00% of responses in 12:59 minutes or less

Non-emergency mode responses: 90.00% of responses in 14:59 minutes or less

For all emergency mode responses over 12:59 minutes and all non-emergency mode responses over 14:59 minutes documentation must be submitted by Provider to Chief as part of Provider's monthly report. If more than one ambulance is dispatched to an Incident each response time must be calculated separately.

Back-Up incidents must be reported on monthly reports. However, such incidents will not be governed by response time standards articulated herein above.

7.4 Upgraded response standard. When Provider is dispatched by MFD Dispatch to respond in an emergency response mode after Provider was originally requested to respond in a non-emergency mode, the non-emergency standard shall be applied.

7.5 Downgraded response standard. When Provider is dispatched by MFD Dispatch to respond in a non-emergency response mode after the Provider was requested to respond in an emergency response mode: a) if the time of the downgrade occurs after the emergency response time standard has been exceeded, the emergency response time standard will apply; or, b) if the time of the downgrade occurs before the emergency response time standard has been exceeded, the non-emergency response time standard will apply.

7.6 Cancelled response standard. When Provider is sent by MFD Dispatch and the response is then cancelled by MFD Dispatch before the applicable (emergency or non-emergency) response time standard is exceeded, the time shall not be included in the monthly report. If the response is cancelled after the applicable (emergency or non-emergency) response time standard is exceeded, the time shall be included in the monthly report. This standard shall apply when Provider's ambulance is disabled or delayed for any reason while responding to an Incident. The disability or delay must be immediately reported to MFD Dispatch, which shall have the sole authority to determine the response thereafter.

7.7 Failure to report arrival on scene standard. If no arrival on scene time is reported by Provider by the method approved by Chief, the response time will be considered to exceed the applicable standard for the response mode.

7.8 Turn-back standard. Following notification of an Incident by MFD Dispatch, Provider is to dispatch an ambulance that is able to meet the response time standards set forth in 7.3. If Provider does not have an ambulance to dispatch, Provider must notify MFD Dispatch within 2 minutes elapsed time from initial Provider notification by MFD Dispatch. The response that is turned back will be considered as Unable-to-Handle.

7.9 Unable-to-Handle (UTH) Standard. Provider shall not have a UTH rate of 4% or greater of Incidents received during any month. In calculating the UTH rate for Provider, Chief may exclude from the calculation any UTH Incident that Chief determines to be a statistical outlier.

7.10 Outside of 911 system standard. Any request for service received outside of the 911 system must be triaged in accordance with the protocols of the Milwaukee County Council on EMS. An MFD ALS ambulance must be requested by Provider when information obtained meets the criteria for ALS dispatch, and is beyond the scope of Provider's state-approved ALS operational plan. Any request received by Provider for service outside of the 911 system to which Provider responds and subsequently results in a request for MFD ALS evaluation, will be reviewed for compliance with the protocols.

7.11 Reporting standard. Providers must complete the approved "Private Ambulance Transport Service Provider Monthly Report" (Exhibit C), and submit it to MFD by the 15<sup>th</sup> of the following month (or the next business day if the 15<sup>th</sup> falls on a weekend or holiday).

## **8. REMEDIES FOR FAILURE TO COMPLY WITH AGREEMENT**

### **8.1 Remedies.**

a. If Provider fails to comply with any provision of this agreement, Chief shall give notice to Provider of such failure, and Chief may recommend remedial action to be accomplished by Provider in such time as Chief determines is necessary for the safety of the citizens of the City of Milwaukee. Chief shall provide notice of the violation and proposed remedial action by forwarding a notice of the violation and proposed remedial action as set forth in this agreement. If Chief and Provider agree on a course of remedial action, Chief and provider shall in good faith comply with the proposed remedial action of Chief.

b. If Provider fails to implement any remedial action agreed to under the procedure set forth in paragraph (a) of this section, or such remedial action fails to correct Provider's deficiency, Chief may call a meeting with Provider to recommend further remedial action. Chief shall call the meeting by forwarding a

notice of the continuing deficiency and proposed remedial action, as well as the date, time, and location of the meeting, as set forth in this agreement. Provider shall attend the meeting at the date, time, and location identified by the Chief's notice unless the Chief directs otherwise. If Chief and Provider agree on a course of remedial action, Chief and provider shall in good faith comply with the proposed remedial action of Chief.

c. If Provider fails to implement any remedial action agreed to under the procedures set forth in paragraphs (a) and (b) of this section, or such remedial action fails to correct Provider's deficiency, Chief may recommend to the Board the imposition on Provider of remedial action or any other remedy permitted by the Ordinance. The Chief shall give notice to the Provider and Board of the continuing deficiency and proposed remedial action or remedy as set forth in this agreement. The matter shall be decided in accordance with the procedures set forth in sections 8.5 through 8.9 of this agreement.

8.2 Notwithstanding any other provision of this agreement, depending upon the nature of Provider's violation, Chief may immediately recommend to the Board readjustment of Provider's service area or revocation of certification.

8.3 Chief and Provider Cannot Agree on a Violation or Proposed Remedial Action. If at any time Chief and Provider cannot agree on whether or not a violation has occurred or on a proposed plan of remedial action, Chief or Provider may seek review by Board. Notice shall be given as provided in this agreement and to the Board.

8.4.1 Substantially Unable to Perform. Notwithstanding Section 8.1, should the Chief determine that there is a substantial threat to the public health and safety because Provider is substantially unable to perform the EMS required by this agreement the Chief shall reassign Incidents from Provider's service area to other Certified Providers.

8.4.2. Upon the Chief's determination that Provider is substantially unable to perform, Chief shall immediately give notice to Provider and Board, specifying Provider's deficiencies. Board shall hold a hearing within five (5) business days of receipt of notification that Provider is substantially unable to perform (during period prior to Board hearing Chief may permit Provider to resume service).

#### 8.5 Board Action.

a. Within thirty days of Board receiving the notice, Board shall schedule a hearing as set forth in this section. Notice of Board hearing shall be given by Board clerk as provided in this agreement.



b. Board Hearing.

b-1. Upon receipt of evidence that the notice has been sent, Board shall convene at a date and time to be determined by Board. The purpose of Board hearing shall be for taking evidence and making findings of fact and a proposed resolution of the matter. If either party does not accept the proposed resolution of the matter, the matter shall be referred to the Public Safety Committee.

b-2. The chairman of the Board shall be the presiding officer. The chairman shall direct that oaths be administered and subpoenas issued upon request of either side, as provided for in the ordinance. The chairman shall ensure that an orderly hearing is conducted in accordance with the requirements of this subsection. The chairman shall rule on objections to the admissibility of evidence. Any ruling of the chairman shall be final unless appealed to Board, and Board shall reverse such ruling only upon the vote of a majority of its members. A stenographic record shall be made of all proceedings before Board.

c. Board Report.

c-1. If the matter is not resolved at the hearing, the Board shall, within ten days, prepare a report setting forth its proposed findings of fact and resolution of the matter, and forward the report to the Public Safety Committee and the parties.

c-2. Chief, Provider or both, may file exceptions to the report with the City Clerk at least five business days prior to the hearing before the Public Safety Committee. Any exceptions filed by one party shall be sent to the other party.

8.6 Committee Action.

a-1. At a meeting of the Committee, the Committee shall consider the report and the exceptions, if any. Each member of the Committee shall be asked to affirm that he or she has read the report of the Board and any exceptions. Oral argument in support of, or exceptions to, the report may be made by Chief and/or Provider. No further evidence, however, may be adduced before the Committee. The chairman of the Committee may reasonably limit oral argument before the Committee, but not less than ten minutes per side.

a-2. The Committee shall, by a majority vote, recommend to the Common Council whether to sustain, reverse or modify the report. Such vote shall be a roll call vote.

a-3. If the Committee determines that further evidence is necessary, it shall remand the matter back to the Board with direction.

#### 8.7 Common Council Action

a-1. The Common Council shall consider the recommendation of the Committee and the report and the exceptions, if any. Each member of the Common Council shall be asked to affirm that he or she has read the recommendation of the Committee and the report of the Board and any exceptions.

Oral argument may be made by Chief and/or Provider.

a-2. By a majority vote the Common Council shall decide whether to sustain, reverse or modify the report, or return the matter to Board for further action. Such vote shall be a roll call vote.

8.8 The decision of the Common Council shall be final.

### 9. **AMBULANCE SERVICE RATES**

9.1 Provider shall be bound by the maximum ambulance service rates for the level of service provided under MCO 75-15, for services provided by Provider operating in the EMS System. The City shall have the ability to access and review Provider's billing reports upon reasonable request of Chief.

9.2 A central number for billing and service complaints regarding Provider's services pursuant to this agreement will be established by Chief and must be given to all patients by Provider.

### 10. **INSURANCE**

10.1 Prior to providing any ambulance service in the City, Provider shall provide: a certificate of insurance, issued by a company authorized to do business in the state of Wisconsin, confirming that the Provider has been issued a current policy insuring the provider against loss or damage that may result to any person or property, the policy of insurance to be in the limits of \$1,000,000 for any one person injured or killed, \$3,000,000 for all persons injured or killed in case of one accident resulting in bodily injury or death of more than one person, and \$3,000,000 for injury or destruction to the property of others in the case of accident. The policy shall guarantee payment of any final judgment rendered against the Provider within the limits provided in this subdivision irrespective of the financial responsibility or any act of omission of the Provider. The City of Milwaukee shall be named as an additional insured.



10.2. Cancellation. All certificates shall be executed by an insurance company licensed to do business in the state of Wisconsin and shall have affixed an affidavit of no interest. All such certificates shall be approved as to form and execution by the city attorney before they are accepted by the City health department, and shall contain a provision or endorsement by which the insurance carrier shall be required to notify the Milwaukee Fire Department by registered mail or personal service of the cancellation of the insurance policy. Notice of cancellation shall be received by the Milwaukee Fire Department at least 30 days prior to the effective date of cancellation. If at any time the policy of insurance is cancelled by the issuing company, or the authority of such issuing company to do business in the state of Wisconsin is revoked, the Chief shall require the Provider to replace the policy with another policy satisfactory to the Chief, and in default thereof the Provider's certificate issued under this section shall be suspended until such time as proof of valid policy is presented by Provider.

## **11. TRANSFER AND ASSIGNMENT**

This agreement and the rights, privileges, permissions, and authorities granted herein are personal to Provider and cannot be sold, transferred, leased, assigned, or otherwise disposed of, in whole or in part, either by voluntary or involuntary proceedings without the approval of the City, which approval shall not be unreasonably withheld.

## **12. INDEMNIFICATION**

12.1 Provider, as a condition of the grant of this agreement, and in consideration thereof, shall defend, indemnify, and hold the City harmless against all claims for damages to persons or property by reason of the operation of its business, or any way arising out of its performance under this agreement, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of Provider or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Provider is by law responsible.

12.2 This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Provider and the City. In the event any claim is made against the City that falls under this indemnity provision and a court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor, Provider shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon

commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Provider has agreed by accepting this agreement, to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall give Provider immediate notice of such suit or proceeding; whereupon Provider shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

12.3 Upon failure of Provider to comply with the “defense of suit” provisions of this agreement, after reasonable notice to it by the City, the City shall have the right to defend the same and in addition to being reimbursed for any settlement or judgment that may be rendered against the City, together with all costs incurred therein, Provider shall reimburse the City reasonable attorney fees, including those employed by the City in such case or cases, as well as all expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, comprised, or fully adjudicated against the City. In the event the City is compelled to undertake the defense of any such suit by reason of Provider’s failure to perform as here and above provided, the City shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the governing body shall deem in the best interest of the City, this without the prior approval or consent of Provider with respect to the terms of such compromise or settlement.

12.4 The amounts and type of required insurance coverage set forth herein shall in no way be construed as limiting the scope of indemnity set forth herein.

12.5 Provider shall indemnify, defend and hold harmless the City from any and all suits, claims, demands and actions by Provider’s employees or its subcontractors’ employees for work-related injuries or workers’ compensation claims resulting from or arising out of the performance of this agreement or the provision of ambulance service.

### **13. NO AGENCY**

Provider shall provide the services required pursuant to this agreement as an independent contractor and not as an agent of the City.

### **14. COMPLIANCE WITH LAWS AND REGULATIONS**

During the term of this agreement, the Provider shall comply with the Ordinance and all other applicable state, federal and local laws and regulations

currently in force or as they may change during the course of the agreement. In accordance with Chapter 97 of the Milwaukee County Code of Ordinances, Provider shall grant the County of Milwaukee access to dispatch and patient care information related to services provided under this contract. Such access shall be granted in a manner consistent with, and to the extent permitted by state, federal or local law. Failure to comply with this section may be grounds for the imposition of penalties or sanctions, including termination of this agreement, in accordance with the notice and hearing provisions set forth above.

## **15. NO WAIVER; CUMULATIVE REMEDIES**

Provider shall not be excused from complying with any of the terms or conditions of this agreement because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or the Provider to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy preclude any other right or remedy.

Provider agrees that the City shall have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this agreement and in the Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this agreement shall impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City shall not release the Provider from its obligations or any liability under this agreement, except as expressly provided for in this agreement or as necessary to avoid duplicative recovery from or payments by the Provider. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, shall be construed to excuse faithful performance by the Provider or limit the liability of the Provider for damages, either to the full amount of the posted security or otherwise.

## **16. CONFLICT OF INTEREST**

16.1 Interest in agreement. No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

16.2 Interest of Other Local Public Officials. No member of the governing body of the City and no other public official of the City who exercises any

functions or responsibilities in the review or approval of the carrying out of this agreement shall have any personal interest, direct or indirect, in this agreement.

16.3 Interest of Provider and Employees. Provider covenants that no person who exercises any functions or responsibilities in connection with the agreement has any personal financial interest, direct or indirect, in this agreement. Provider further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance hereunder. Provider shall not perform any services under this agreement that may directly affect the interests of his employer or other clients without first making full disclosure to the City in writing, and obtaining the City's approval in writing. Provider further covenants that in the performance of this agreement no person having any conflicting interest shall be employed. An interest on the part of the Provider or its employees must be disclosed to the City; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity be provided for employment of and participation by residents of the area.

## 17. NOTICES

Unless otherwise stated herein, any notice, request, or demand which may be or is required to be given under this agreement shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

**PROVIDER:**

Robert Rauch, PRESIDENT  
Paratech Ambulance Service, Inc.  
9401 W. Brown Deer Rd.  
P.O. Box 240076  
Milwaukee, WI 53224

**CITY:**

CHIEF  
Milwaukee Fire Department  
711 West Wells Street  
Milwaukee, Wisconsin 53233

## 18. GOVERNING LAW

This agreement shall be deemed to be executed in the City of Milwaukee in the State of Wisconsin, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Wisconsin.

## **19. MODIFICATION OR AMENDMENT**

This agreement may not be modified, amended, or changed in any way, unless such modification, amendment or change is approved by the Common Council and the terms and conditions thereof expressed in a written document, signed by both parties. Changes to Exhibits B, C, and D agreed to between the Provider and the City shall require approval by the Board only.

## **20. ENTIRE AGREEMENT**

20.1 The preparation, execution, and delivery of this agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This agreement embodies the entire understanding of the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this agreement unless such agreements or understandings are expressly referred to.

20.2 This agreement shall have no effect on the Provider's duty under its prior ambulance service agreement to indemnify or insure the City against acts and omissions occurring during the period that the prior ambulance service agreement was in effect.

## **21. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding on the Provider and the City.

## **22. DISCRIMINATION PROHIBITED**

In all hiring or employment made possible by or resulting from this agreement there: (1) will not be any discrimination against any employee or applicant for employment because of marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, national

origin or ancestry, gender identity or expression, past or present membership in the military service, or based upon affiliation with, or perceived affiliation with any of these protected categories; and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, national origin or ancestry, gender identity or expression, past or present membership in the military service, or based upon affiliation with, or perceived affiliation with any of these protected categories.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, national origin or ancestry, gender identity or expression, past or present membership in the military service or based upon affiliation with, or perceived affiliation with any of these protected categories.

No person in the United States shall, on the ground of marital status, age, disability, lawful source of income, race, color, sexual orientation or familial status, religion, sex, or national origin or ancestry, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

Provider will comply with all applicable provisions of the Americans With Disabilities Act of 1990.

### **23. DIVERSITY**

Provider agrees to use its best efforts to recruit, hire, train, and retain employees that reflect the diversity of the community served by the EMS System.

Provider shall report the results of its efforts quarterly on a form provided by MFD.




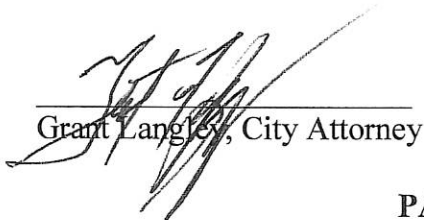
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be legally executed in duplicate this 19<sup>th</sup> day of December, 2017.

**CITY OF MILWAUKEE**

By:   
Tom Barrett, Mayor

By:   
Jim Owczarski, Clerk

  
Martin Matson, Comptroller

  
Grant Langley, City Attorney

**PARATECH AMBULANCE SERVICE, INC.**

By:   
Robert Rauch, President

Exhibits

- A. Service Area Map
- B. Emergency Medical Services Guidelines
- C. Private Ambulance Transport Service Provider Monthly Report
- D. Milwaukee County EMS Operational Policy

Paratech's southern boundary between Paratech and Curtis is W Center St with all incidents that occur on this section of W Center being assigned to Paratech

Paratech's eastern boundary between Paratech and Meda-Care is N 33<sup>rd</sup> St with all incidents that occur on this section of N 33<sup>rd</sup> St being assigned to Meda-Care

Paratech's southern boundary between Paratech and Meda-Care is Silver Spring with all incidents that occur on this section of Silver Spring being assigned to Meda-Care

Meda-Care's western boundary between Meda-Care and Bell is N 19<sup>th</sup> St with all incidents that occur on this section of N 19<sup>th</sup> St being assigned to Meda-Care

Meda-Care's southern boundary between Meda-Care and Curtis is Center St with all incidents that occur on this section of Center St being assigned to Meda-Care

Meda-Care's southern boundary between Meda-Care and Bell is Burleigh St Street from 19<sup>th</sup> St to Richards St with all incidents that occur on this section of Burleigh St being assigned to Meda-Care

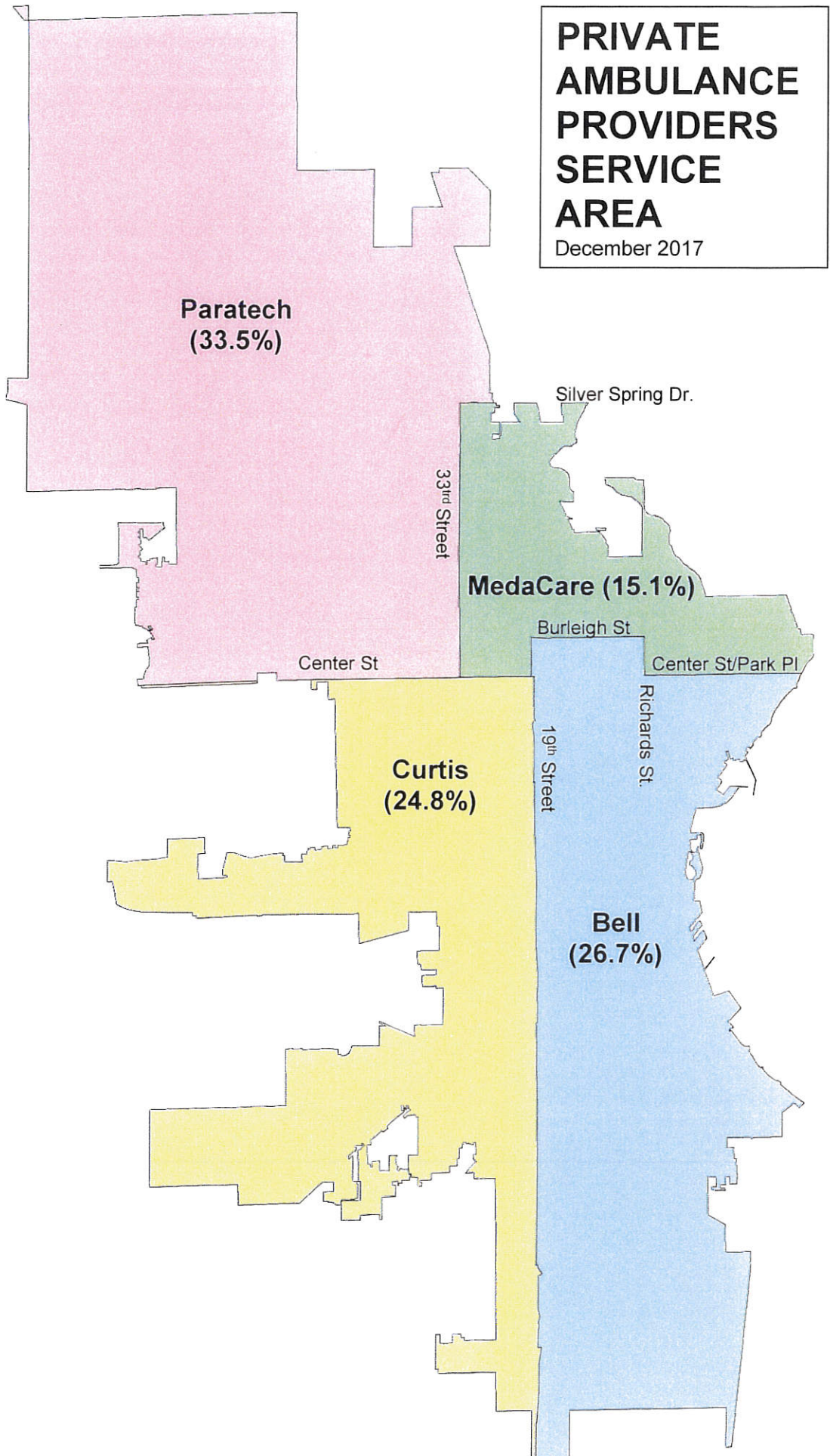
Meda-Care's eastern boundary between Meda-Care and Bell is Richards St. from Burleigh St to Center St with all incidents that occur on this section of Richards St being assigned to Meda-Care

Bell's northern boundary between Bell and Meda-Care is Center Street from Richards St to the Milwaukee River and Park Pl from the Milwaukee River to the Lakefront with all incidents that occur on this section of Center St/Park Pl being assigned to Bell

Bell's western boundary between Bell and Curtis is N and S 19<sup>th</sup> St with all incidents that occur on these sections of N and S 19<sup>th</sup> St being assigned to Bell

# PRIVATE AMBULANCE PROVIDERS SERVICE AREA

December 2017





Initiated: 02/02/1994	<b>MILWAUKEE FIRE DEPT EMS GUIDELINE EMERGENCY MEDICAL FIELD OPERATIONS</b>	Approved by:
Revised: 10/06/2016		Chief Mark Rohlfing
Revision: 4		M Riccardo Colella, DO, MPH, FACEP
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## GENERAL

All Milwaukee Fire Department companies perform Emergency Medical Services functions. It is the responsibility of the incident commander at an EMS alarm to determine what, if any, additional resources are necessary. Requests for additional units/resources are to be made through the incident commander.

The ranking fire department officer is in charge of the scene. Any matters relative to the management of an emergency medical scene are to be addressed after the patient's medical needs have been met.

## SERVICE COMPONENTS

1. Engine/Truck Companies/ARVs: Engine or truck or companies, as well as Alternate Response Vehicles (ARVs) may be dispatched as first response units. These companies are to be staffed with a minimum of two Emergency Medical Technicians-Basic (EMT-B).
2. Advanced Life Support (ALS Units): MED units and Paramedic First Response (PFR) companies operate as part of a Milwaukee county-wide paramedic system. MED units are staffed with a minimum of two Emergency Medical Technicians-Paramedic (EMT-P), who are trained and equipped to provide advanced life support (ALS). PFR companies are non-transporting units (engine, truck, and ARV companies) staffed with a full practice EMT-P. These also include mobile responding PFR/ALS units such as PBR (paramedic bicycle response) and UTV (i.e. M22) units.
3. Private Ambulance Service Providers: Private providers, certified by the City, provide BLS transport for the EMS System. BLS transport units are staffed by two persons with a minimum certification of EMT-B. Private providers are designated to cover an ambulance service area.

## BATTALION CHIEF

A Battalion Chief is automatically dispatched on the following EMS-related alarms:

- Two or more MED units responding to the same incident
- Special team response
- ALS or TEMS unit responding to an exigent tactical situation
- Extrication assignment
- HEMS request (i.e. Flight For Life)
- Active shooter response
- ALSEVD response ('Ebola' response)
- CBRNE (Chemical/Biological/Radiological/Nuclear/Explosive) response

In addition, the first arriving unit is to request a Battalion Chief when the following situations exist:

1. A multiple casualty incident (MCI). Multiple casualty incidents exist whenever six or more patients may require transport from a single incident.
2. Multiple symptomatic patients with suspected CO poisoning.

Initiated: 02/02/1994	<b>MILWAUKEE FIRE DEPT EMS GUIDELINE EMERGENCY MEDICAL FIELD OPERATIONS</b>	Approved by:
Revised: 10/06/2016		Chief Mark Rohlfing
Revision: 4		M Riccardo Colella, DO,MPH,FACEP
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### SHARED SERVICES INITIATIVE

The Milwaukee Fire Department and surrounding fire departments mutually provide emergency medical services to our communities based on the belief that emergency responses should receive the closest most appropriate resources regardless of jurisdictional boundaries.

### BLS TRANSPORT UNIT

When dispatched to an EMS alarm where it is determined that only basic life support measures are necessary and the patient will be transported, Milwaukee Fire Department units are to request a BLS transport unit for patient transport.

BLS transport units will not respond using red lights and sirens when fire department personnel are on the scene and the patient is stable, except in the following situations:

- Patient is outside in **inclement weather**, inclement defined as weather conditions that may adversely affect the patient's treatment and/or current medical condition.
- Patient is in **public view surrounded by a crowd of people** and their well-being and/or dignity may be in jeopardy due to lack of privacy.
- There is a **perceived threat to safety** such as with an auto accident.

If any of the above situations exist, the dispatcher is to be notified of the BLS Transport Emergency and the reason for the request. MFD units are required to standby until the arrival of the BLS transport unit. When transferring patient care, a verbal report must be given to the BLS transport unit personnel along with available patient demographics. In addition, FAX a draft of the ePCR to the receiving hospital. Company officers are to direct company members to assist BLS transport unit personnel, as deemed appropriate.

If ALS personnel made patient contact, the paramedic responsible for history and physical is required to complete the ePCR prior to placing the unit back in service. The ALS or PFR unit is to remain on the scene until patient care has been transferred to the BLS transport unit. If the ranking paramedic on the scene feels there is no need for additional MFD unit(s) on the scene, other MFD units may be released.

The MFD company standing by is to report the arrival of non-MFD BLS transport units as they arrive on scene to the MFD dispatcher.

### ALS TRANSPORT UNIT

When dispatched to an EMS alarm where it is determined that advanced life support measures are necessary Milwaukee Fire Department units are to request an ALS transport unit for patient evaluation and/or transport. Requirements for ALS evaluation are listed under the EMS SOG 'ALS Evaluation Required'.

Initiated: 02/02/1994	<b>MILWAUKEE FIRE DEPT EMS GUIDELINE EMERGENCY MEDICAL FIELD OPERATIONS</b>	Approved by:
Revised: 10/06/2016		Chief Mark Rohlfing
Revision: 4		M Riccardo Colella, DO, MPH, FACEP
		Page 3

1. When a BLS unit is present, MED unit personnel are to have at a minimum the ALS EMS bag and ECG monitor/defibrillator when they arrive at the patient. If they are the only unit on the scene they also are to bring the oxygen kit.
2. MFD BLS company personnel should assist ALS personnel with equipment, treatment, and patient movement.
3. If additional MFD personnel are needed to assist the ALS personnel during transport, the BLS unit is to follow the ALS unit to the receiving hospital without light or sirens to retrieve personnel.

### ALS UNIT RESPONSES TO FIRE SCENES, SPECIAL TEAMS, EXTRICATIONS

Upon arrival, the MED unit should park to guarantee rapid egress so operating members or civilians requiring medical attention may be readily transported. Paramedic personnel should load their stretcher with the ALS EMS bag, ECG monitor/defibrillator, and patient movement equipment appropriate for the response (i.e. Megamover, backboard, scoop stretcher). Move to an area clear of the operating area but near enough to readily access their equipment should any patient(s) require immediate life-saving ALS intervention.

- Fire scenes and extrications require full PPE in case a patient must be packaged or cared for in the hot zone.
- Paramedic personnel should evaluate the condition of the patient(s) involved. If multiple patients are involved, the ranking paramedic may assume the responsibility of Paramedic Triage Officer, requesting any additional resources, including BLS transport units, through the Battalion Chief.
- MED units may be assigned to the Rehab Group at a fire incident under the direction of the Incident Commander.

### HAZARDOUS SITUATIONS

Incident commanders are not to permit entry of non-MFD BLS transport unit personnel into any hazardous situation.

Patients who require extrication from a hazardous situation are to be removed by Milwaukee Fire Department personnel prior to transferring care to a BLS transport unit.

### EXTREME WEATHER PROCEDURES

Extreme Heat: When the apparent temperature reaches 90° F. or greater, based on the Temperature/Heat Index. (See numbered notice STANDARD OPERATING PROCEDURES FOR EXTREME HEAT AND COLD WEATHER CONDITIONS)

Extreme Cold: When the apparent temperature falls to -10° F. or less, based on the Wind Chill Index. (See numbered notice STANDARD OPERATING PROCEDURES FOR EXTREME HEAT AND COLD WEATHER CONDITIONS)

Initiated: 02/02/1994	<b>MILWAUKEE FIRE DEPT EMS GUIDELINE EMERGENCY MEDICAL FIELD OPERATIONS</b>	Approved by:
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The above will be determined by the U.S. Weather Service (Mitchell Field).

When conditions of extreme heat or cold are met, the Firefighting Deputy Chief may implement the following protocol:

1. Notification of private ambulance providers that extreme weather conditions exist.
2. Simultaneous dispatch of a BLS transport unit with an engine company or ladder company on any EMS run where a patient may be exposed to the elements.

This protocol will remain in effect until canceled by the Firefighting Deputy Chief. See numbered notice on "Standard Operating Procedures for Extreme Weather Conditions."

### **INTERFACE WITH THE MILWAUKEE POLICE DEPARTMENT**

#### Emergency Medical Services for Persons in Police Custody

MFD units are required to complete a full patient assessment on all patients, determine the most appropriate means of transport (ALS or BLS), and document all assessment findings on the ePCR.

If BLS transport is requested, MFD units are required to standby until the arrival of the BLS transport unit. When transferring care, a verbal report must be given to the BLS transport unit personnel along with available patient demographics. In addition, FAX a draft of the ePCR to the receiving hospital.

***\*\*\*At no time will MFD units on scene authorize or "clear" a patient to be transported by any means other than ALS or BLS transport unit without completing the proper ePCR patient refusal documentation. If a patient in police custody refuses transport (ALS or BLS) after a patient assessment is completed by MFD personnel, the proper ePCR patient refusal documentation and signature form(s) must be completed with the patient's (or legal guardian) signature.***

12/5/2017

CITY OF MILWAUKEE  
 CERTIFIED PROVIDER MONTHLY REPORT

<b>PROVIDER</b>	
<b>FOR MONTH/YEAR OF</b>	

<b>911 INCIDENT INFORMATION</b>			<b>DATA</b>	
Total primary incidents dispatched by MFD for month				
Number of requests unable to handle as primary provider				
Turnback percentage for primary incidents				
Total back up incidents dispatched by MFD for month				
Number of requests unable to handle as back up provider				
Turnback percentage for back up incidents				
<b>911 PRIMARY RESPONSE INFORMATION</b>				
Total private provider primary vehicle responses				
<b>EMERGENCY</b>	Responses as primary provider	Total		
		MFD unit on scene		
		No MFD unit on scene		
<b>PRIMARY RESPONSE</b>	Primary response time	8 min. 59 sec. or less (90% STANDARD)		
		12 min. 59 sec. or less (99% STANDARD)		
	Include MFD incident number and explanation	Greater than 12 min. 59 sec.		
<b>NON-EMERGENCY</b>	Responses as primary provider	Total		
<b>PRIMARY RESPONSE</b>	Response time	14 min. 59 sec. or less (90% STANDARD)		
	Include MFD incident number and explanation	Greater than 14 min. 59 sec.		
<b>911 BACK UP RESPONSE INFORMATION</b>			<b>DATA</b>	
Number of emergency responses as a back up provider				
Back up response time 90%				
Back up response time 99%				
Number of non-emergency responses as a back up provider				
Back up response time 90%				

12/5/2017

CITY OF MILWAUKEE  
CERTIFIED PROVIDER MONTHLY REPORT





As of May 25, 2017  
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Adverse Medical Events- Mandatory Reporting	2	01/01/2017
Alert- Code Isolation, Opioid, Sepsis, STEMI, Stroke	3	01/01/2017
Conducted Energy Device (Taser) Patients	2	01/01/2017
Controlled Substance Documentation	7	01/01/2017
Controlled Substance Management By Area of Responsibility	2	01/01/2017
Deviation From ALS Evaluation (load & go)	2	01/01/2017
Electrocardiographic Monitoring	3	01/01/2017
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Equipment Failure	7	01/01/2017
Equipment Supplies	7	01/01/2017
Expectations to Standard, Protocol, Skill, Policy Mandates	2	01/01/2017
Helicopter EMS- State of WI Policy	4	01/01/2017
HIPAA Compliance & Patient Confidentiality	2	01/01/2017
Hospital Destination	2	01/01/2017
Interfacility Transports	6	01/01/2017
Lights & Siren With Patient Onboard	6	01/01/2017
Management of Deceased Patients	3	01/01/2017
Mass Casualty Triage	8	01/01/2017
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Medication List	30	01/01/2017
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New Product Evaluation	4	01/01/2017
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 Standards of Care

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Police Worn Body Camera- Video Recording	2	01/01/2017
Potential Crime Scenes	1	01/01/2017
Practice Status & Privileges	7	01/01/2017
Practice Status Privilege Change	2	01/01/2017
Protective Custody	2	01/01/2017
Refusal of Care or Transport	3	01/01/2017
Required Evaluation By ALS Unit	11	01/01/2017
Response, Treatment & Transport	20	01/01/2017
SALT Triage	2	01/01/2017
Scope of Practice	1	01/01/2017
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Transfer of Care	8	01/01/2017
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Transport Destination - Hospitals	42	01/01/2017
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Universal Precautions	12	01/01/2017
Vaccine Administration	00	01/01/2017

<b>Section 2 CARDIOVASCULAR</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Angina – ACS	25	01/01/2017
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Cerebrovascular Accident - TIA	8	01/01/2017
Congested Heart Failure	22	01/01/2017
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Hypertension	4	01/01/2017
Hypoglycemia & Hyperglycemia	2	01/01/2017
Hypotension – Shock	4	01/01/2017
Nausea & Vomiting	2	01/01/2017
Pain Management	6	01/01/2017
Seizure	8	01/01/2017
Sepsis Syndrome - Adult	8	01/01/2017

<b>Section 4 GI – GU-GYN</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Gastrointestinal – Abdominal Complications	3	01/01/2017
Obstetrical – Gynecological Conditions	3	01/01/2017

<b>Section 5 PEDIATRIC SPECIFIC</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Apparent Life Threatening Event (ALTE)	6	01/01/2017
Bradycardia With Pulses - Pediatric	5	01/01/2017
Bronchiolitis	00	01/01/2017
Cardiac Arrest – Pediatric (Medical)	00	01/01/2017
Croup	00	03/20/2017
Newborn Care Assessment	6	01/01/2017
Tachycardia with Pulses -Pediatric	5	01/01/2017



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<b>Section 6 RESEARCH</b>	<b>Date Study Initiated</b>	<b>Latest Review</b>
Pragmatic Airway Resuscitation Trial (PART)	10/26/2016	01/01/2017

<b>Section 7 RESPIRATORY - AIRWAY</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Airway Management	1	01/01/2017
Airway Obstruction – Older than age 1 year	5	01/01/2017
Airway Obstruction – Less than 1 year of age	00	01/01/2017
Bronchospasm	00	01/01/2017
End Tidal Capnography	2	01/01/2017
Sedation Following Airway Placement	00	01/01/2017

<b>Section 8 RESUSCITATION</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Cardiac Arrest - Adult - (Medical)	32	01/01/2017
Cardiac Arrest — Pediatric (Medical)	00	01/01/2017
Do Not Resuscitate (DNR)	8	01/01/2017
Lucas III Chest Compression System	00	01/01/2017
Return of Spontaneous Circulation (ROSC)	2	01/01/2017
Ventricular Tachycardia With Pulse	9	01/01/2017

<b>Section 9 SPECIAL OPERATIONS</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Special Operations – General Guideline	00	01/01/2017
<b>TEMS Operations</b>		
Care of Patient in Tactical Setting	00	01/01/2017
Documentation - TEMS	00	01/01/2017
Hemostatic Agents	00	01/01/2017
Routine Medical Care for Tactical Patients	00	01/01/2017
Security & Medical Intelligence	00	01/01/2017
Tactical EMS Terminology	00	01/01/2017



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<b>Section 10 TOXINS &amp; ENVIRONMENTAL</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Chemical Exposure	4	01/01/2017
Cyanide Poisoning	2	01/01/2017
Emergency Incident Rehabilitation	2	01/01/2017
Hypothermia	5	01/01/2017
Opioid Overdose	2	01/01/2017
Universal Poisoning Care	00	01/01/2017

<b>Section 11 TRAUMA</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Burns	11	01/01/2017
Hemorrhage Control	1	01/01/2017
Inhalation Injury	6	01/01/2017
Spinal Movement Precautions	2	01/01/2017
Trauma Field Triage Guidelines	1	01/01/2017
Trauma Management – Universal	00	01/01/2017
Traumatic Cardiac Arrest	2	01/01/2017



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<b>Section 12 PRACTICAL SKILLS</b> (Skills are listed in alphabetical sections)	<b>Latest Revision #</b>	<b>Latest Update</b>
<b>A – skills</b> (No current skills)		
<b>B - skills</b>		
Bag-Valve Ventilation	4	01/01/2017
Blood Draw for Analysis	2	01/01/2017
Blood Glucose Monitoring	3	01/01/2017
Blood Pressure Management - manual	3	01/01/2017
Blood Pressure Management – non—invasive	1	01/01/2017
Board Splint	2	01/01/2017
<b>C – skills</b>		
Capped IV	2	01/01/2017
Cardiopulmonary Resuscitation	7	01/01/2017
Central Indwelling Intravenous Lines	2	01/01/2017
Confirmation of Intubation	1	01/01/2017
CPAP- Continuous Positive Airway Pressure	1	01/01/2017
<b>D – skills</b>		
Defibrillation	8	01/01/2017
<b>E – skills</b>		
4 Lead Electrocardiogram	3	01/01/2017
12 Lead ECG Electrocardiogram	9	01/01/2017
ECG Transmission	2	01/01/2017
ECG Upload Process	1	01/01/2017
End Tidal Carbon Dioxide Monitoring	2	01/01/2017
Endotracheal Administration of Medication	6	01/01/2017
Endotracheal Intubation	7	01/01/2017
Esophageal Temperature Probe Placement	00	01/01/2017
Extubation	3	01/01/2017





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<b>F – skills</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Foreign Material Removal From Eye	2	01/01/2017
<b>G – skills</b>		
Gastric Tube Placement	3	01/01/2017
<b>H – skills</b>		
Headbed II Immobilizer	3	01/01/2017
Hemorrhage Control - Bandaging	2	01/01/2017
<b>I – skills</b>		
Infra-Red Data Upload from ZOLL AED	00	01/01/2017
Intramuscular Administration of Medication	4	01/01/2017
Intranasal Administration of Medication	00	01/01/2017
Intraosseous Infusion	5	01/01/2017
Intravenous Bolus of Medication	2	01/01/2017
Intravenous Drip administration of Medication	3	01/01/2017
<b>J – skills</b>		
Jugular Vein Access	2	01/01/2017
<b>K – skill</b>		
Kendrick Extrication Device	2	01/01/2017
Kendrick – type Traction Device	00	01/01/2017
King LT-D Airway - Insertion	00	01/01/2017
Kind LT-D Airway – Removal	00	01/01/2017
<b>L – skills</b>		
Labor Delivery Non-Vertex Presentation	2	01/01/2017
Labor Delivery Vertex Presentation	3	01/01/2017
Level of Consciousness Assessment	00	01/01/2017
Log Roll to Longboard – Prone patient	3	01/01/2017
Log Roll to Longboard – Supine Position	3	01/01/2017
LUCAS Chest Compression System	00	01/01/2017





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<b>M – skills</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Medication Preparation for Administration	4	01/01/2017
<b>N – skills</b>		
Nasopharyngeal Airway	2	01/01/2017
Nasotracheal Intubation	5	01/01/2017
Nebulized Administration of Medication	5	01/01/2017
Needle Thoracostomy	4	01/01/2017
Newborn Care and Assessment	4	01/01/2017
<b>O – skills</b>		
Oral Administration of Medication	00	01/01/2017
Oral Airway Insertion	2	01/01/2017
Orthostatic Blood Pressure Management	3	01/01/2017
Oxygen Administration	2	01/01/2017
<b>P – skills</b>		
Pain Assessment	1	01/01/2017
Pelvic Sling	00	01/01/2017
Pericardiocentesis	3	01/01/2017
Peripheral Venous Access	2	01/01/2017
Physical Assessment	3	01/01/2017
Pocket Mask Ventilation	3	01/01/2017
Pro Splints	2	01/01/2017
Pulse Oximetry (SpO2) Monitoring	00	01/01/2017
<b>Q – skills</b> (No current skills)		
<b>R – skills</b>		
Radio Communication	3	01/01/2017
Radio Report Elements to 911/EMS Com. Ctr / Receiving Hospital	00	01/01/2017
Rectal Administration of Medication	4	01/01/2017
Removal of Airway Obstruction	2	01/01/2017
Removal of Energy Device Barbs (Taser)	1	01/01/2017
Rigid Board Splint for Joint Injury	2	01/01/2017



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<b>S – skills</b>	<b>Latest Revision #</b>	<b>Latest Update</b>
Scoop Stretcher	2	01/01/2017
Sling and Swathe	3	01/01/2017
Spinal Stabilization	3	01/01/2017
Subcutaneous Administration of Medication	3	01/01/2017
Suctioning	4	01/01/2017
Synchronized Cardioversion	6	01/01/2017
<b>T – skills</b>		
Temperature Measurement	00	01/01/2017
Tourniquet Application	00	01/01/2017
Tracheostomy Care	4	01/01/2017
Traction Splinting	2	01/01/2017
Transcutaneous Pacing	00	01/01/2017
<b>U – skills</b> (No current skills)		
<b>V – skills</b>		
Vacuum Splints	00	01/01/2017
Valsalva Maneuver	00	01/01/2017
Video Laryngoscope	00	01/01/2017
<b>W – skills</b> (No current skills)		
<b>X – skills</b> (No current skills)		
<b>Y – skills</b> (No current skills)		
<b>Z – skills</b> (No current skills)		

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