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Definitions:

Paramedic First Response Unit (PFR)

Full-time unit

Flexible unit

Medical Direction

WITNESS:

Whereas, the scope of this paramedic service is defined in Sec. 146.50, of State Statutes and Chapter 97 of the County of Milwaukee General Ordinances, which are incorporated by reference into this contract to define paramedic services as if set forth herein; and

Whereas, the County also wishes to provide for the coordinated delivery system of paramedic services to the citizens of the County and others, and both parties are willing to share in the costs of the program; and

Whereas, the County and the Milwaukee County Fire Chiefs agree that fire-based emergency medical services provide for the most efficient and seamless provision of quality emergency medical care to the residents and visitors of Milwaukee County; and

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

Statement of Purpose and Relationship. Municipalities enter into this contract with the County to assure that Advanced Life Support services are available through the use of Paramedic Transport Units, Paramedic First Response Units, Flexible-staffing Paramedic Units or other methodologies 24 hours-a-day, seven days each week, all year. Participating Municipalities work with the Milwaukee County Fire Chiefs Association, the Intergovernmental Cooperation Council, Milwaukee County and the Medical Director to assure that a uniform delivery system is in place that enhances the partnership between the County and municipal providers and maximizes the use of resources, while simultaneously limiting expenses.

SECTION ONE

EDUCATION

1.1 State of Wisconsin Requirements

County will provide educational programs to meet the State of Wisconsin license requirements and qualify students for participation in the National Registry Examination for an Emergency Medical Technician – Paramedic. The County will provide access to refresher courses, continuing education, and computer based education for individuals active in the Paramedic program.

1.2 Education Center & Activities

Municipality shall:

Be allowed to refer its personnel to the Education Center for initial or continuing education. Acceptance of personnel will be based on admissions criteria established by the County. The Municipality will provide access to facilities, vehicles, and equipment to support supervised field experiences of their students enrolled in the program.

Allow students, enrolled in the program and County EMS faculty access to facilities, vehicles, and equipment to support supervised field experiences and training upon mutual consent of the Municipality and the County.

90
91 Be allowed to refer an employee to an educational program other than the program
92 operated by the County.
93

94 Inform the County EMS Education Center by November 1st of a given year, the number
95 of roster spots it is requesting in the next EMT/Paramedic class which starts face-to-face
96 classes in September of the following calendar year. .
97

98 Be granted initial education, refresher and continuing education courses by the County at
99 no charge to Municipality and shall be limited to those individuals active in the system as
100 long as the Municipality is providing paramedic service as part of the County System.
101

102 Provide necessary computer hardware and software to support web-based education as
103 determined by the County.
104

105 Be allowed to petition the County to recognize and accept an individual the Municipality
106 hires whose Paramedic education was provided by an entity other than Milwaukee
107 County, as part of the County EMS System. However, the County is under no obligation
108 to recognize or accept that individual into the Milwaukee County Emergency Medical
109 Services System.
110

111 Agrees to have representatives from the Milwaukee County Association of Fire Chiefs or
112 their designees sit on the EMS Education Center Advisory Board.
113

114 Agrees to reimburse the County, in specific cases, for the costs of students who do not
115 complete entry into the County EMS system as a paramedic after having utilized County
116 educational resources. Specifically, these costs relate to students that the municipality
117 has hired with paramedic training and/or licensing, but who fail to (or choose not to)
118 complete the licensing and approval process through County, and therefore do not
119 practice in Milwaukee County. Costs include, but are not limited to tuition, continuing
120 education conferences and internet education user access offered by the County. In
121 general, municipalities who are party to this contract, are not responsible for the costs of
122 education for their employees who complete the licensing and County's education
123 process and who are approved to practice in the County EMS system.
124

125 Agrees to abide by the current Wisconsin Department of Health and family Services
126 administrative rule DHS 112, or current version of administrative rule, in relation to field
127 preceptor requirements.
128

129 Agrees to take necessary efforts to assure that active paramedics within their fire
130 department are in good standing relative to the required system benchmarks. Will work
131 with the County EMS Education Center to develop a benchmark remediation plan that
132 provides for timely remediation of paramedics not obtaining required benchmarks within
133 the established benchmark periods.
134
135
136

County shall:

Inform the municipality of the size of the upcoming EMT/Paramedic class and the number of roster spots the municipality is awarded by December 10th. If the County offers an EMT/Paramedic class it will schedule an EMT/Paramedic class to begin no later than September 30th and complete the class offered.

Provide education to the referred and accepted staff of the Municipality up to the following levels: 1) training and educational opportunities, on a space available basis as determined by the County, 2) access to refresher courses for individuals active in the Paramedic program; 3) access to continuing educational programs to individuals active in the Paramedic program, and 4) access to computer based education for individuals active in the Paramedic program.

Have full discretion in the establishment of methodologies to assess a petition and to establish review and acceptance criteria regarding individuals educated by other non-County programs. County agrees to meet annually to explore the continuing education schedule and methodologies used to deliver education. County agrees to have representatives from municipality fire departments be represented on the EMS Education Center Advisory Board.

As needed enter into discussions, with all contracted Municipalities, regarding the number of active paramedics in the Milwaukee County EMS system, the impact and affects the number of practicing paramedics is having on the available County resource. The intent of these discussions may address but not be limited to, the total number of paramedics in the system or seeking alternative methods of deploying County resources

Allow paramedics hired by the Municipality and not educated through the County EMS Education Center (transfer paramedics), to participate in all educational opportunities while that paramedic completes their probationary period and receives an orientation to the County EMS system.

Seek accreditation by January 1, 2013 from the Committee on Accreditation of Education Programs for EMS Professionals CoAEMSP in accordance with the directive by the National Registry of EMTS that candidates taking the NREMT exam must graduate from a CoAEMSP accredited education institution. .

Has the authority to set reasonable parameters on benchmarks and remediation plans.

1.3 Service Commitment

Personnel educated through the Milwaukee County EMS Education Center must complete three (3) years of ALS service. Personnel who desire to leave the program may only do so with the approval of the County and the respective Fire Chief.

181
182 **1.4 Licensing**
183

184 **Municipality shall:**

185 Insure that Paramedic Students who fail their licensing exam will retake the exam within
186 two months of notification of exam results.
187

188 **County shall:**

189 Require as of July 1, 2010 that all paramedics who are currently a National Registry
190 EMTP (NREMTP) maintain their NREMTP status in order to continue to practice in the
191 County EMS system. Any paramedic obtaining their NREMTP certification after July 1,
192 2010 would also be required to maintain their certification while providing paramedic
193 level care as part of the County EMS system.
194

195 Allow paramedics current employed by the Municipality who hold a current state of
196 Wisconsin EMT/Paramedic license and who were certified as a NREMT/P since 2001,
197 but who are not currently certified, to petition the County to enter the EMS system as a
198 transfer paramedic. Petitions by said paramedic to transfer into the EMS system, must be
199 made by June 30, 2010. After July 1, 2010, all municipal paramedics entering the
200 County EMS system must have a current state of Wisconsin and a current NREMTP
201 certification.
202

203 **1.5 EMS Liaison**

204 Municipality will designate a Liaison that is capable of managing paramedic attendance
205 at required continuing education conferences, refresher classes and web-based education
206 modules.
207
208

209 **1.6 Student Health & Background Check**

210 The Municipality will provide at its own expense a State of Wisconsin Caregiver
211 background check, immunization and health record information, as required by State
212 Statutes, Rules and Regulations, and/or affiliating health care institutions for all
213 personnel referred to the County Education Center prior to matriculation into a class.
214 Potential students not submitting all required documentations (immunization records,
215 EMT/Basic license etc) on time will not be allowed to begin class.
216
217

218 **1.7 Student Ride-along**

219 Upon mutual consent by the County and Municipality, persons from health care agencies,
220 businesses, schools, non-local fire/EMS services and other education programs may be
221 scheduled through Milwaukee County's EMS office and the respective fire department to
222 participate in ride-alongs. Any person participating in a ride-along must first meet the
223 criteria including legal release and approval as determined by the County, Municipality,
224 and Medical Director. Any ride along program established by the Municipality allowing
225 EMS students/providers to provide direct patient care must be done in coordination with
226 the offices of Milwaukee County.
227

228
229 **1.8 Research**
230

231 **Municipality shall:**

232 Agree to participate in research as determined by the County Research Committee. This
233 could include, but is not limited to enrolling patients, data collection and educational
234 sessions. Municipalities shall have a minimum of one representative of all Municipalities
235 on the County Research Committee. Municipalities are not responsible to fund
236 equipment, medications or education that is related to a County research study.
237

238
239 **County shall:**

240 Be solely responsible for securing funding, equipment, and education, necessary to allow
241 the Municipality to participate in research projects that are initiated by the County.
242

243 Assure that any patient care research that requires new or updated equipment, software or
244 hardware will be considered a direct expense of the organization requesting a research
245 study be conducted by the EMS agencies within the county of Milwaukee. All avenues
246 to recover and reimburse these costs will be explored by the organization requesting the
247 research study within the research grant's legal and ethical constraints. Research
248 protocol education and training will be integrated into existing State EMS office
249 mandated continuing education programming whenever possible.
250

251 Assure that all studies conducted within the County EMS system have Institutional Review
252 Board (IRB) approval from an approved IRB.
253

254 Assure that indirect costs of research such as but not limited to, meeting attendance,
255 protocol compliance and quality improvement efforts will be based on a mutually agreed
256 upon exchange of services and payment between the County and the Principle
257 Investigator of the study. County will pass along to the Municipality the exchange of
258 services or payments received.
259

260 Evaluate financial or in-kind commitment of the organization requesting a research study
261 be conducted by the EMS agencies within the county of Milwaukee in the event that
262 supplemental payment is not included in the yearly adopted budget and incidental costs
263 per transport fees are not included in this budget.
264

265 All EMS research studies performed in the county of Milwaukee will be reviewed and
266 approved consistent with the County EMS Research Policies and Procedures and by the
267 County EMS Research Committee.
268
269

SECTION TWO

SYSTEM MANAGEMENT

2.1 Operations

2.1.1 Medical Direction & Oversight

Municipality shall:

Agree that the County's Medical Direction shall manage the EMS Program in accordance with all applicable requirements of federal, state and local laws, rules and regulations.

Agree that County's Medical Direction shall provide supervision for Paramedics providing services under the Program.

Agree the County's Medical Direction shall develop formal patient care protocols, policies, procedures, standards and guidelines necessary for the County's EMS Program.

Agree the County's Medical Direction shall act as an advisor, assisting and consulting with the County on the scope of services for patients and medical equipment or supplies used in the performance of medical procedures within the Program and/or other areas of the Program as determined by the Director and/or designee.

Agree to provide paramedic service following protocols, standards of care, utilization of the EMS Communication Base under the direction of the EMS System's Medical Direction.

Agree to the provision of Medical Direction and coordination of medical care for the ALS 911 emergency response system for the County and provision of medical direction, supervision and on-line and off-line Medical Direction.

Have access to Medical Direction for special operation teams, (ex TEMS). If the Municipality chooses to use the County's Medical Direction for special operations teams, the Municipality will notify Medical Direction of the training curricula and be responsible for maintaining training records.

County Shall:

Provide on-line and off-line medical direction and medical oversight for municipal employees active in the provision of paramedic 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 terminate an individual's involvement in the

Milwaukee County EMS System. The authority of the EMS medical director is recognized on issues related to patient care and privileges of medical control for all Paramedic and/or Paramedic First Response Units operating under the medical director's license. Medical Direction will be applied to Municipality ALS units when responding to locations outside of the County borders when that response is part of an organized EMS plan.

Have the authority, independent of the medical director, to counsel paramedics as needed on patient care issues, proper use of patient standards of care and educational issues. County will communicate to the employing Municipality the need to counsel a paramedic.

Provide on-line and off-line medical direction and oversight for municipal employees active in the provision of paramedic and Tactical EMS (TEMS) services.

2.1.2 Paramedic Response

Shall occur in accordance to the terms listed in the definitions and statements of purpose and relationship identified on pages 1 and 2 of this agreement.

2.2 Communications

2.2.1 Communications Center: The County shall provide and maintain a central Communication Center for coordination of field unit activities, system communications and medical direction to the paramedic units or other units as determined by the County.

2.3 Equipment, Supplies & Inventory

2.3.1 Vehicles & Non-disposable Equipment: The Municipality is responsible for the purchase of any vehicle, all equipment required under Trans 309, cost of insuring, cost of maintaining, and the cost of any negligent or accidental damage to the vehicle and to comply with the County's equipment list requirements. Non-disposable equipment provided by the County shall remain the property of the County and the County may, upon notification to the Municipality, remove any County owned equipment. All equipment purchased by the Municipality will remain property of the Municipality.

359 **2.3.2 Medical Inventory, Equipment & Supplies:**
360

361 **Municipality shall:**

362 Order equipment and supplies for delivery of patient services that are recognized
363 as authorized equipment and supplies in the program by the County.
364

365 The Municipality and each member Municipality to said agreement should
366 assume the liability imposed by law and hold the County harmless for the
367 negligent operation of Municipality vehicles and equipment.
368

369 Assume liability for replacement of County owned equipment on paramedic and
370 paramedic first response units when the equipment is lost and/or damaged due to
371 an act of negligence on the part of Municipality employees is the responsibility of
372 the Municipality. Negligence is defined as the "omission or neglect of reasonable
373 care, precaution or action." An appeal process shall be created to arbitrate
374 questions of responsibility for damaged or lost County equipment should the
375 Municipality disagree with County's decision. The Municipality will not be held
376 liable for defects in equipment purchased by the County.
377

378 Assume financial responsibility for repair costs of County-owner equipment
379 through a reduction in the monthly payment to the Municipality for equipment
380 and supplies.
381

382 Be involved with the County in the planning for the replacement of equipment
383 which the County is responsible for purchasing (ex. Cardiac monitors) as well as
384 County equipment which requires the use of disposable supplies the Municipality
385 is responsible for. (ex. EZ IO drills and needles)
386

387 **County shall:**

388 Purchase and replace cardiac monitor-defibrillator equipment and communication
389 equipment necessary to transmit voice and ECG data on Paramedic Transport
390 Units, as the cardiac monitor-defibrillators are extensions of the EMS
391 Communications Center. The number of cardiac monitors and communication
392 equipment the County purchases will be based on the annual financial means of
393 the County, and in cooperation with Municipalities for the quantity and locations
394 of replacement equipment. The County shall consult the Municipality, with
395 adequate advanced notice, for the planned replacement of equipment that is within
396 the County's financial responsibility.
397

398 The cardiac monitor-defibrillator and paramedic radio communication system
399 shall be standard throughout the system and shall be ordered through County's
400 Emergency Medical Services. The County will provide routine maintenance
401 checks of County owned equipment and furnish replacement units when
402 necessary as determined by the County.
403

404 Provide for delivery of supplies ordered from Milwaukee County EMS or
405 Froedtert Memorial Lutheran Hospital to the municipalities.
406
407

408 Whenever fiscally able, purchase a sufficient number of spare equipment units
409 which the County is responsible for that will allow for the municipality to
410 properly function while equipment is out for repair.
411
412

413 2.4 Policy and Practice

414

415 2.4.1 State of Wisconsin Requirements:

416 **Municipality shall:**

417 Agree that Emergency Medical Technician-Paramedics (EMT-P) shall be
418 scheduled during any twenty-four (24) hour shift in a manner that meets State
419 staffing requirements as identified in HFS 112.
420
421

422 **County shall:**

423 Take the appropriate steps to have the regional emergency medical services plan
424 and the County's Education Center approved by the Wisconsin Department of
425 Health and Family Services. This will include meeting data reporting
426 requirements to the Wisconsin EMS Ambulance Reporting System.
427

428 **2.4.2 Operating Standards:** The Municipality is responsible for the
429 operation of paramedic unit(s) and first response paramedic unit(s) to meet the
430 Criteria and Standards of the Milwaukee County Council on Emergency Medical
431 Services and the content of the Standards Manual of the Milwaukee County
432 Emergency Medical Services System. This includes the; Standards of Care,
433 Standards for Practical Skills, Medical Protocols, Operational Policies, Medical
434 Standards for Special Operations; Contractor's Manual and Dispatch Guidelines.
435
436
437

438 2.5 Responses

439

440 **2.5.1 First Response Units:** Paramedic First Response Units are operated by the
441 Municipality and are to be compliant with State Statutes and County
442 requirements. Municipality will not transport a patient who has received
443 Advanced Life Support services in any vehicle other than a Paramedic Transport
444 Vehicle unless special conditions warrant immediate transport as identified in
445 Milwaukee County EMS policy.
446

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 without the approval of County EMS and the Medical Director.

The Municipality may not, without authorization from the County, the County's Medical Director, the EMS Council, the Fire Chief of the affected Municipality, and other parties to this agreement, arrange for some or all of the Advanced Life Support Services to be provided by one or more private ambulance provider(s).

The Municipality agrees that as a participant to this agreement they mutually consent to provide backup, as may be required, to achieve the response zone and backup requirements as established by Milwaukee County Fire Chiefs and approved by the Medical Director.

2.5.2 Mutual Aid:

All paramedic transport units must be documented in the Mutual Aid agreements

Municipality:

Is encouraged, but not required, to execute mutual aid agreements with other Municipality(ies) adjacent to the political boundaries of the Municipality for Advanced Life Support Services provided by a Paramedic First Response Unit to insure the availability of more comprehensive coverage. The available ALS units in service must be documented in the Mutual Aid agreements similar to a Mutual Aid Box Alarm System (MABAS). This flexibility shall not significantly compromise the local 911 ALS responses to the Municipality.

Municipality may execute an ALS response agreement with other Municipalities adjacent to the political boundaries of the Municipality 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 providing the service will retain the revenues earned. The flexible use of ALS units must address ALS response times within established response zones.

County shall:

Agree to the flexible use of paramedic units for the purpose of providing all levels of care and transport. 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 impact of the mutual aid agreement continues to meet the needs of the County. Mutual Aid

493 agreements shall include indemnification and insurance language sufficient to
494 protect the County and its agents from any liability and recognize the rights and
495 control of the County's Medical Director. The County reserves the right to deny
496 the execution of these mutual aid agreements. This flexibility shall not
497 compromise the County system.
498

499 **2.6 Finances**

501 **2.6.1 Rates:**

502
503 The Municipality has the right to set policies, rates and charges for paramedic
504 services and address other operational issues as determined by usual and
505 customary rates set forth as established by local, state and federal guidelines.
506 These include, but are not limited to, establishment of charges for paramedic
507 services and the authority to bill such charges according to policies and
508 procedures established by the municipality or as provided for under the terms of
509 this agreement. The municipalities participating in this agreement will establish a
510 uniform fee structure to provide consistency to the rates charged by each
511 municipality.
512

513 **2.6.2 Billing:**

514
515 The Municipality performing paramedic service shall bill users in accordance
516 with local, state and federal guidelines. The Municipality shall retain paramedic
517 revenue earned to cover the cost of providing paramedic care. The County shall
518 not be held fiscally responsible for the inability to collect any revenues,
519 contractual allowances or other write-offs for individual accounts associated with
520 those invoices for services.
521

522 Municipalities that provide paramedic services may collectively determine a
523 preferred billing agent to manage individual Municipality contracts.
524

525 **2.6.3 Payments:**

526
527 In order to standardize equipment and supplies in the EMS system, and support
528 the efficiency of inventory management, the County will reimburse Municipalities
529 for incurred incidental costs at a flat rate of \$30 per paramedic unit transport.
530 Payments will be based on the actual number of paramedic unit transports by the
531 Municipality during the contract period, on a schedule determined by Milwaukee
532 County. The maximum reimbursement by County on an annual basis to all
533 municipalities shall not exceed a cap of \$ \$500,000.
534

535 Quarterly payments to the municipality for net Tax Refund Intercept Program
536 (TRIP) revenues collected by the County's TRIP for dates of service after January
537 1, 2004 shall be reduced by the County for expense incurred by the County on
538 behalf of the municipality. Should the municipality not utilize the County TRIP,

or should the amount of TRIP distributions not exceed the expenses, the Municipality shall be billed directly for the expenses incurred by the County for repair and maintenance of cardiac monitor/defibrillators, radios, medical supplies and ALS run reports.

Any supplemental payment of tax levy funds, as defined in the County's adopted annual budget, is provided by the County to offset the cost of providing paramedic services. The payment of said funds will be done according to a distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County. Following notification by the ICC of the distribution formula, the County shall submit a letter to the Municipality indicating the timing and amounts of any such payments.

2.7 Quality Management

2.7.1 Data Collection:

Municipality shall:

Cooperate in the collection of data necessary to provide information or other data regarding paramedic and/or paramedic first response services as set forth in this agreement. This includes, but is not limited to: 1) make available to the County the Emergency Medical Service run reports within ten business days of the run for paper records and within 72 hours for electronic records 2) response to all Quality Improvement (CQI) inquiries from the County in the timeframe established by County; and 3) submit run report information which meets County data dictionary requirements in a format that is recognized by County's database and does not alter County's process and ability to store, search and perform quality data checks and prepare reports.

Be responsible for submitting data to the Wisconsin Ambulance Run Data System (WARDS) that meet data reporting regulations as outlined by the State of Wisconsin EMS Office as well as submitting the same data to County in the National EMS Information System (NEMSIS) format plus any data dictionary elements that are unique to County and not in the NEMSIS data dictionary if the Municipality chooses to develop an alternative method of data collection, electronic patient care record (ePCR).

Shall inform County before developing, implementing or maintaining alternative methods of data collection. Upon ePCR development, provide a single software license to County for viewing the field bridge software used by the Municipality for ePCR collection.

Shall be the custodian and be responsible to warehouse legal copies of paper patient care records or ePCR.

County shall:

Provide information technology (IT) assistance and hardware required to enable the Municipality to upload ECG monitor data to the County's data collection system.

Be responsible for acquiring and storing the emergency medical service patient care data from the Municipalities and making data available to the municipalities upon request.

Submit data to WARDS that meet data reporting regulations as outlined by the State of Wisconsin EMS office for those municipalities using paper patient care records.

Should the County choose to develop an alternative method of data collection that will require special equipment, programming and/or technical support to transmit data and perform quality checks, the County will be responsible for any and all costs incurred by Municipality for such programming, equipment and technical support.

Make County staff available for consultation to the municipality developing, implementing, or maintaining an alternative method for of data collection.

Support those Municipalities using alternative data collection methods (ex. ePCR) by providing the programming to convert NEMSIS standard compliant data submitted by the Municipality to County into a format recognized by the County's database.

Refer any requests for official copies of PCR to the Municipality.

2.7.2 Reporting:

The Municipality:

Agrees to meet the reporting requirements established by the County pertaining to any Emergency Medical Service provision as established in this Agreement. The Municipality agrees to comply with standards of response time, data collection, quality assurance, performance improvement and other operational issues as established by Milwaukee County EMS to meet the operational needs of the program and/or as established by Chapter 97 of the Milwaukee County General Ordinances, and reviewed and approved by the County's Emergency Medical Services Council.

If using an alternative method of gathering data, ex electronic patient care record (ePCR) data, the Municipality agrees to upload electronically collected data, ECG, blood pressure, end-tidal CO₂, vital sign data to the County on a mutually agreed upon schedule. The Municipality also agrees to upload electronically

collected patient care record (ePCR) data to the Wisconsin Ambulance Run Data System (WARDS).

Will grant County the authority to access the Municipality/Vendor patient care database to view and print images of ePCRs.

The County shall:

Agree to support the computer servers, FTP and ePCR database servers necessary to receive ECG and ePCR data. The County will provide the software necessary for the Municipality to upload the ECG data at no cost to the municipality.

Will grant Municipality authority to access the County patient care database to view, print and run reports in County's patient care database .

Refer all requests for copies of the legal patient care record to the Municipality.

2.7.3 Performance Improvement:

Municipality agrees the County's Medical Direction shall act in consultation and assistance in the coordination of activities of the Quality Assessment and Assurance Program for the EMS Program.

Personnel of County's Emergency Medical Services shall have access to and are authorized, at the discretion of the EMS 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, or special studies and/or projects.

The Municipality agrees to participate in performance outcome and compliance measure plans established by the County regarding the verification of data the County requires the Municipality to submit.

2.8 General Provisions

2.8.1 Insurance and Indemnification:

Pursuant to law, an obligation to pay as damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County.

Municipality Shall: Protect, indemnify, hold harmless and defend the County against any and all claims, demands, damages, suits, actions, judgments, 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.

677
678
679 **2.8.2 Audit and Compliance with Fraud Hotline Bulletin:**

680 The Municipality agrees to maintain accurate records for a period of five (5) years
681 with respect to the costs incurred under this contract and to allow the County to
682 audit such records. The Municipality acknowledges receipt of the Milwaukee
683 County Fraud Hotline Bulletin and agrees to post a copy of the bulletin where
684 employees have access to it. Any and all subcontractors employed by the
685 Municipality and involved in the provision of Emergency Medical Services shall
686 have access to the same information.

687 **2.8.3 Authority**

688
689 **2.8.3.1 Non-discrimination, Affirmative Action, Equal Opportunity and the Fair**
690 **Labor Standards Act:**

691 In the performance of work under this contract, the parties shall not
692 discriminate against any employee or applicant for employment because of
693 race, religion, color, national origin, age, sex, or handicap, which shall
694 include, but not be limited to, employment, upgrading, demotion or transfer;
695 recruitment or recruitment advertising; layoff or suspension; rates of pay or
696 other forms of compensation; and selection for training including
697 apprenticeships.
698

699 **2.8.3.2 Article and Other Headings :**

700 The article and other heading contained in this Agreement are for reference
701 purposes only and shall not affect in any way the meaning or interpretation of
702 this Agreement.
703

704 **2.8.3.3 Governing Law:**

705 This Agreement has been executed and delivered in, and shall be construed
706 and enforced, in accordance with the laws of the State of Wisconsin and
707 ordinances of Milwaukee County.
708

709 **2.8.3.4 Authorization:**

710 The undersigned parties represent that they are duly authorized to contract on
711 behalf of their represented parties.
712

713 **2.8.3.5 Amendments:**

714 This agreement may be amended at any time by mutual agreement of the
715 parties provided that before any amendment shall be operative or valid, it shall
716 be reduced to writing and subject to approval by the respective governing
717 body.
718

719
720 **2.8.3.6 Entire Contract:**

721 This Agreement, specified Exhibits and other Agreements or Documents specified herein
722 shall constitute the entire contract between the parties and no representation,
723 inducements, promises, agreements, oral or otherwise as it pertains to the County's
724 obligations for fiscal support to the Municipality's Fire Department and/or Fire
725 Department, Inc. Any and all other existing agreements, cost sharing agreements or
726 contracts pertaining to the provision of paramedic service between the County and the
727 Municipality shall be considered void.
728

729 **2.9 Health Insurance Portability and Accountability Act (HIPAA):**

730 The Municipality and the County shall carry out its obligations under this Agreement in
731 compliance with the privacy regulations pursuant to the Public Law 104-191 of August
732 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996,
733 Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"),
734 to protect the privacy of any personally identifiable protected health information ("PHI")
735 that is collected, processed or learned as a result of Municipality services provided
736 hereunder. In conformity therewith, the Municipality and the County agree that they
737 will:
738

739 **2.9.1 Municipality shall:**

740
741 Provide a Notice of Privacy Practice to all patients serviced by the paramedic
742 system.
743

744 Not use or further disclose PHI other than as permitted under this Agreement
745 or as required by law;
746

747 Use appropriate safeguards to prevent use or disclosure of the PHI except as
748 permitted by this Agreement;
749

750 Mitigate, to the extent practicable, any harmful effect that is known to the
751 Municipality of a use or disclosure of PHI by the Municipality in violation of
752 this Agreement;
753

754 Report to Milwaukee County EMS any use or disclosure of the PHI not
755 provided for by this Agreement of which the Municipality becomes aware;
756

757 Ensure that any agents or subcontractors to whom the Municipality provides
758 PHI, or who have access to PHI, agree to the same restrictions and conditions
759 that apply to the Municipality with respect to such PHI;
760

761 Make PHI available to Milwaukee County EMS and to the Individual who has
762 a right of access as required under HIPAA within 30 days of the request;
763

764
765 Notify Milwaukee County EMS of any amendment(s) to PHI and Incorporate
766 any amendment(s) to PHI at the request of Milwaukee County EMS or the
767 Individual who has a right of access as required under HIPAA;
768

769 Upon patient request, provide an accounting of all uses or disclosures of PHI
770 made by the Municipality as required under HIPAA privacy rule within 60
771 days;
772

773 Make its internal practices, books, and records relating to the use and
774 disclosure of PHI available to the Secretary of the Department of Health and
775 Human Services for purposes of determining the Municipality's and
776 Milwaukee County EMS's compliance with HIPAA; and
777

778 **2.9.2 County shall:**
779

780 Use appropriate safeguards to prevent use or disclosure of the PHI except as
781 permitted by this Agreement;
782

783 Mitigate, to the extent practicable, any harmful effect that is known to the
784 County of a use or disclosure of PHI by the County in violation of this
785 Agreement;
786

787 Make its internal practices, books, and records relating to the use and
788 disclosure of PHI available to the Secretary of the Department of Health and
789 Human Services for purposes of determining the Municipality's and
790 Milwaukee County EMS's compliance with HIPAA; and
791

792 **2.9.3 PHI in relation to termination of agreement:**
793

794 At the termination of this Agreement, all PHI received from, or created or
795 received by the Municipality on behalf of Milwaukee County EMS, will not
796 require return or destruction, as the Municipality itself is a covered entity
797 under HIPAA, and the PHI will be required for the proper management and
798 administration of the Municipality in the absence of this Agreement.
799

800 Notwithstanding any other provisions of this Agreement, this Agreement may
801 be terminated by Milwaukee County EMS, in its sole discretion, pursuant to
802 section 2.10.2, if Milwaukee County EMS determines that the Municipality
803 has violated a term or provision of this Agreement pertaining to Milwaukee
804 County EMS service obligations under the HIPAA privacy rule, or if the
805 Municipality engages in conduct, which would, if committed by Milwaukee
806 County EMS, result in a violation of the HIPAA privacy rule by Milwaukee
807 County EMS.
808
809

810 **2.9.4 Uses and disclosures of PHI**

811
812 The specific uses and disclosures of PHI made by the Municipality on behalf
813 of Milwaukee County EMS include:

814
815 Review and disclosure of PHI as required for treatment, payment and health
816 care operations;

817
818 Disclosures of PHI upon request as permitted by Wisconsin State statutes and
819 the Federal privacy rule;

820
821 Uses required for the proper management and administration of the
822 Municipality as a business associate and;

823
824 Other uses or disclosures of PHI as permitted by HIPAA privacy rule.
825
826

827 **2.10 Term, Renewal and Termination**

828
829 **2.10.1 Term:**

830 This agreement shall be effective from January 1, 2010 until December 31,
831 2012, unless termination or suspension of the contract is issued as outlined in
832 Section 2.10.2 and provided that the County Board of Supervisors authorized
833 the continuation of the programs herein described and funds sufficient
834 expenditures for the provision of those services in its Adopted Budgets in each
835 of the subsequent years following 2010. If the parties to this agreement fail to
836 renegotiate this agreement prior to December 31, 2012, then this agreement
837 shall automatically be extended for one additional year.
838

839 **2.10.2 General Termination:**

840 Either party may terminate the agreement without cause by serving a sixty
841 (60) day notice via certified mail in the event of passage and signing of a
842 resolution by the respective governing body declaring the intention of ending
843 the provision of paramedic services or withdrawing support from the
844 paramedic program. Material breach of any provision of the contract,
845 including but not limited to the Municipality's provision of Emergency
846 Medical Services data to the County, by either party may serve as grounds for
847 termination of the contract. In the event of a breach of contract, the offending
848 party shall have thirty (30) days from the date notice has been given to correct
849 the situation. If the offending situation is not corrected at the end of the 30-
850 day period, the contract shall be considered void 60 days from the original
851 date of notification and any further obligations on behalf of the Municipality
852 and/or the County terminated.
853

854
855 **2.10.3 Termination by the County in Critical Service Situations:**

856 In recognition that the Paramedic Program operates to provide health and
857 safety services to all county residents and that situations may arise which
858 would prohibit the delivery of these services, thereby jeopardizing the health
859 and safety of county residents, the County may, at the discretion of the
860 Medical Director, suspend this contract on twenty-four (24) hours notice
861 whenever a situation occurs which, in the judgment of the Medical Director,
862 would prohibit the Municipality from fulfilling its responsibility to provide
863 services to residents at the level mandated by the EMS program and which
864 cannot be corrected within a twenty-four (24) hour time span. For the
865 purposes of this section, situations which might interrupt the delivery of
866 services to residents include, but are not limited to acts of nature, acts of the
867 Municipality or its employees or any other action which would reduce the
868 availability of trained and authorized Paramedics and/or EMTs. In the event
869 the Medical Director determines a situation exists which jeopardizes the
870 health and safety of county residents and which warrants execution of the
871 County's right to suspend the contract under this section, the Medical Director
872 shall perform the following:
873

874 The Medical Director shall inform the Municipality in writing of the situation
875 jeopardizing the safety and health of county residents and the intention of the
876 County to suspend the Paramedic contract for services within 24 hours unless
877 the situation can be addressed and corrected within a time span not to exceed
878 24 hours from the time of notification. This notification shall include the date
879 and exact time of suspension and shall be delivered to the Municipality in a
880 manner that insures receipt of notification.
881

882 The Medical Director shall inform the County Executive's Office, the Chair of
883 the Committee on Health and Human Needs, the Director of Health and
884 Human Services and the Director of County's Emergency Medical Services of
885 the decision to suspend the contract under this section and provide a
886 justification of the action and the anticipated actions required to insure
887 continuous delivery of services to county residents. A full report of the
888 situation shall be provided to the Municipality and made available for the
889 County Board of Supervisors and the County Executive within a ten (10) day
890 period following the execution of the County's right to suspend the contract
891 under this section. This report shall include, but not be limited to, the
892 situation which warranted the suspension of the contract, the actions of the
893 Medical Director to insure delivery of services to residents once the contract
894 for services was suspended, the plans of the Medical Director to insure
895 continued delivery of services to residents in the immediate future, and what,
896 if any future contract changes would be required with the Municipality or any
897 other Municipality with which the County contracts for paramedic services to
898 insure the delivery of services.
899

900
901 Upon notification of the County's intent to suspend the contract under these
902 provisions, the Municipality shall address the concerns of the Medical
903 Director within eight (8) hours of receipt of notification of the County's intent
904 to suspend the contract under this section with a plan to correct the situation in
905 a time frame not to exceed the twenty-four (24) hour time frame, if the
906 Municipality desires to maintain the operation of the Program(s).
907

908 The Medical Director has the right to reject any and all corrective action plans
909 if those plans do not, in the opinion of the Medical Director, insure the safety
910 and health of county residents. The contract shall be considered void twenty-
911 four (24) hours from the original date and time of notification and any
912 obligations on behalf of the Municipality and/or the County suspended.
913
914
915

916 **For the City of Milwaukee:**

For the County:

917
918
919
920 _____
Mayor Date

John Chianelli, Director Date
County Health Programs

921
922
923
924
925 _____
City Clerk Date

Kenneth Sternig Date
Program Director
Emergency Medical Services

926
927
928
929
930
931 _____
Date
Risk Management

932
933
934
935
936 _____
Corporation Counsel Date
(Approved as to Form and
Independent Contractor Status)

937
938
939
940
941 _____
DAS- DBD Division Date
Complies with Chapter 42