Cooperative Agreement Between Curtis-Universal, Inc. and the City of Milwaukee through its Milwaukee Fire Department to Provide Service to Vacated Ambulance Service Areas.

This Agreement ("Agreement") is entered into between Curtis-Universal, Inc. ("Provider") and the City of Milwaukee through its Milwaukee Fire Department ("MFD") as of the date of final execution.

Whereas, Provider and MFD entered into the "Private Ambulance Service Provider Agreement for Emergency Medical Services in the "Curtis" Service Area in the City of Milwaukee" on December 19, 2017, as amended from time to time ("2017 Provider Agreement"); and

Whereas, the 2017 Provider Agreement contained a Private Ambulance Providers Service Area map, which was subsequently revised and which now includes a "Paratech" service area (attached hereto as Exhibit A); and

Whereas, no private ambulance service provider is presently assigned to the "Paratech" service area; and

Whereas, in order to provide ambulance service to the "Paratech" service area, MFD, and the remaining ambulance service providers must work together to provide staffed ambulance units to that area until such time as the remaining ambulance service providers can recruit sufficient numbers of EMT staff to cover broader service areas independently;

Now, therefore, for good and valuable consideration, MFD and Provider do mutually agree as follows:

- 1. **Cooperative Services.** MFD and Provider shall work cooperatively to respond to ambulance service calls in the Paratech service area. Provider shall provide (1) ambulance vehicles in a number to be mutually agreed to by the parties, (2) all required supplies for the vehicles, and (3) one EMT certified employee per vehicle who shall provide EMT services and medical control over the response. MFD shall provide one EMT certified employee per vehicle, who shall drive the vehicle and provide EMT services. The ambulance vehicles and Provider and MFD personnel shall be stationed at MFD firehouses mutually agreed to by the parties.
- **2. Paratech Area Not Exclusive.** Provider shall not be the only private ambulance service provider providing service to the Paratech area.
- **3. Term and Termination**. The term of the Agreement shall be for six months following the date of final execution. The Agreement may be extended by mutual written agreement of the parties for an additional six month term. The Agreement may be terminated by either party for any reason upon providing 30 days notice to the other party or as otherwise agreed to by the parties in writing.
- 4. Compensation, Consideration and Billing. Other than an agreed upon subsidy payment for each Accepted Call (as that term is defined in the First Amendment to the Private Ambulance Service Provider Agreement for Emergency Medical Services in the "Curtis" Service Area of the City of Milwaukee ("First Amendment")), neither party shall provide additional monetary compensation to the other for the collaborative services rendered pursuant to this Agreement. Consideration for this agreement shall be as follows: Provider may bill patients for its services in the Paratech area as provided for calls in its "Curtis" area in the 2017 Provider Agreement, and MFD will not bill for its services. This billing arrangement, including subsidy payments, is made in recognition that Provider requires the funds from the service calls described herein to make capital, staffing, and equipment updates toward the goal of servicing an increased

service area independently, which mutually benefits Provider, MFD, and the citizens of the City of Milwaukee. MFD shall enjoy a reduced strain on its resources because it shall not be required to cover the "Paratech" service area independently.

- 5. **2017 Provider Agreement**. This Agreement is a supplement to, not a replacement of, the 2017 Provider Agreement and the First Amendment. The provisions of the 2017 Provider Agreement and First Amendment shall continue to bind both Provider and MFD, and the terms of the 2017 Provider Agreement and First Amendment, as well as the terms of this Agreement, shall apply to the service calls in the "Paratech" area described in this Agreement. In the case of any conflict or the ambiguity of a specific term between the 2017 Provider Agreement, First Amendment and this Agreement, this Agreement shall prevail, but only as to Accepted Calls within the "Paratech" area staffed pursuant to the terms of this Agreement.
- 6. Employment relationship. Provider and MFD are independent contractors, and neither Provider nor MFD, nor their respective employees or agents, are employees or agents of the other party, nor are they entitled to any fringe benefits or any other benefits to which that party's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of this Agreement shall be the sole responsibility of that party. MFD and Provider form no joint venture or partnership under this Agreement.
- 7. **Liability**. Provider and MFD shall each be liable for their own acts and omissions for the services provided pursuant to this Agreement; provided, however, that for the purposes of automotive liability insurance, MFD shall be considered an additional insured when operating a Provider vehicle. In the case of an automotive liability claim to which Provider's automotive liability insurance applies and which is caused by MFD's negligence, MFD shall reimburse Provider for any insured loss paid by Provider as part of Provider's self-insured retention up to \$250,000.00. In the case of damage to Provider's vehicle caused by MFD's negligence, MFD shall pay for necessary vehicle repairs. In case of dispute under this paragraph, Provider and the Chief of the MFD shall work cooperatively to resolve any such dispute. The foregoing provisions will survive the expiration of this Agreement.
- **8. Patient Privacy and Data Handling.** Provider represents that (1) Provider is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Provider, and any subcontractors, will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Provider further covenants and agrees that it will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this Agreement, if applicable.
- 9. **Insurance**. In addition to the insurance required by the 2017 Provider Agreement, Provider will keep in full force and effect during the Term the automobile insurance policy referenced in the attached certificate of insurance, and shall add the City of Milwaukee as an additional insured on that policy.
- **10. Medical Oversight.** Milwaukee County Office of emergency Management (OEM) Standards of Care shall prevail for 911 EMS events completed with shared staffing in the "Paratech" service area.
- 11. Wisconsin Law. All parties shall continue to comply with the requirements of DHS110 and Wisconsin Statute Ch. 256.
- 12. Counterparts. This Agreement may be executed in multiple counterparts, which together constitute an original. Electronic or pdf signatures are acceptable.

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

CITY OF MILWAUKEE

By:	
Chief, Milwaukee Fire Department	
Print Name:	
Dated this day of,	2021
Pursuant to Common Council Resolution No. 210	036
Furstiant to Common Council Resolution No. 210	930
By:	The second secon
City Comptroller	
Print Name:	
Dated this day of,	2021
Office of the City Attorney as to Form and Execut	ion
By:	
Duint Namas	
Print Name:	
Dated this day of,	2021
CURTIS-UNIVERSAL, INC.	
	0
By: James & Reper J.	C. E, O,
Print Name: James 6, Baker	Jr.
Dated this 20 day of October,	

PARATECH 35% 27th St. Locust St **BELL 39% CURTIS 26 %** 19th St

PRIVATE AMBULANCE PROVIDERS SERVICE AREA

July 2020

- Bell's western boundary between Bell and Curtis is North and South 19th Street with all incidents occurring on 19th Streets being assigned to Bell.
- Bell's western boundary between Bell and Paratech is North 27th Street with all incidents occurring on North 27th assigned to Bell.
- Paratech's southern boundary between
 Paratech and Curtis is
 W. Locust Street with all incidents occurring on Locust Street
 assigned to Curtis.

CNEULEIB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175			PHONE (A/C, No, Ext): (414) 271-3575 FAX (A/C, No): (262) 717-9434 E-MAIESS:					
Wa	ukesha, WI 53186							
				INSURER(S) AFFORDING COVERAGE				NAIC#
			INSURER A : Coverys Specialty Insurance Company				00007	
Curtis Universal Ambulance Inc PO Box 2007 Milwaukee, WI 53201			INSURER B : National Indemnity Company				20087	
			INSURER C:					
			INSURER D:					
				INSURER E :				
				INSURER F: REVISION NUMBER:				
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	CLAIMS-MADE X OCCUR	X	005WI000024906	1/10/2021	1/10/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
						MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	3,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	3,000,000
	OTHER:					H&NO Auto Liab	\$	1,000,000
В	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO 70APB004424		1/10/2021	1/10/2022	BODILY INJURY (Per person)	\$		
	OWNED AUTOS ONLY X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
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	DED X RETENTION\$ 0					DEB OTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If ves. describe under					E.L. DISEASE - EA EMPLOYEE		
Α	If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab		005WI000024906	1/10/2021	1/10/2022	\$1M/\$3M Limit-\$0 Ded	\$	
Α	Professional Liab		003441000024300	1/10/2021	1710/2022	\$ TWI/\$ SIVI CITITE-\$0 Ded		
DES City	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC of Milwaukee is listed as additional ins	LES (ACO ured in I	RD 101, Additional Remarks Scheduregards to the General Liabil	ale, may be attached if mo lity.	re space is requi	ired)		
CE	RTIFICATE HOLDER			CANCELLATION				
City of Milwaukee 711 W Wells Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Milwaukee, WI 53233 AUTHORIZED REPRESENTATIVE								