

44 Whereas, the County also wishes to provide for the coordinated delivery system of paramedic
45 services to the citizens of the County and others, and both parties are willing to share in the costs
46 of the program; and
47

48 Whereas, the County and the Milwaukee County Fire Chiefs agree that fire-based emergency
49 medical services provide for the most efficient and seamless provision of quality emergency
50 medical care to the residents and visitors of Milwaukee County; and
51

52 Now therefore, in consideration of the objectives of the parties and the mutual benefits accruing
53 to the parties of the contract from performance of the covenants herein made, this agreement sets
54 forth their respective responsibilities in conjunction with the provision of Paramedic Emergency
55 Medical Services within the County.
56

57 **Statement of Purpose and Relationship.** Municipalities enter into this contract with the
58 County to assure that Advanced Life Support services are available through the use of Paramedic
59 Transport Units, Paramedic First Response Units, Flexible-staffing Paramedic Units or other
60 methodologies 24 hours-a-day, seven days each week, all year. Participating Municipalities
61 work with the Milwaukee County Fire Chiefs Association, the Intergovernmental Cooperation
62 Council, Milwaukee County and the Medical Director to assure that a uniform delivery system is
63 in place that enhances the partnership between the County and municipal providers and
64 maximizes the use of resources, while simultaneously limiting expenses.
65

66 **SECTION ONE**

67 **EDUCATION**

70 **1.1 State of Wisconsin Requirements**

71 County will provide educational programs to meet the State of Wisconsin license
72 requirements and qualify students for participation in the National Registry Examination
73 for an Emergency Medical Technician – Paramedic. The County will provide access to
74 refresher courses, continuing education, and computer based education for individuals
75 active in the Paramedic program.
76
77

78 **1.2 Education Center & Activities**

80 **Municipality shall:**

81 Be allowed to refer its personnel to the Education Center for initial or continuing
82 education. Acceptance of personnel will be based on admissions criteria established by
83 the County. The Municipality will provide access to facilities, vehicles, and equipment to
84 support supervised field experiences of their students enrolled in the program.
85

86 Allow students, enrolled in the program and County EMS faculty access to facilities,
87 vehicles, and equipment to support supervised field experiences and training upon mutual
88 consent of the Municipality and the County.
89

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

137 **County shall:**

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

142
143 Provide education to the referred and accepted staff of the Municipality up to the
144 following levels: 1) training and educational opportunities, on a space available basis as
145 determined by the County, 2) access to refresher courses for individuals active in the
146 Paramedic program; 3) access to continuing educational programs to individuals active in
147 the Paramedic program, and 4) access to computer based education for individuals active
148 in the Paramedic program.

149
150 Have full discretion in the establishment of methodologies to assess a petition and to
151 establish review and acceptance criteria regarding individuals educated by other non-
152 County programs. County agrees to meet annually to explore the continuing education
153 schedule and methodologies used to deliver education. County agrees to have
154 representatives from municipality fire departments be represented on the EMS Education
155 Center Advisory Board.

156
157 As needed enter into discussions, with all contracted Municipalities, regarding the
158 number of active paramedics in the Milwaukee County EMS system, the impact and
159 affects the number of practicing paramedics is having on the available County resource.
160 The intent of these discussions may address but not be limited to, the total number of
161 paramedics in the system or seeking alternative methods of deploying County resources

162
163 Allow paramedics hired by the Municipality and not educated through the County EMS
164 Education Center (transfer paramedics), to participate in all educational opportunities
165 while that paramedic completes their probationary period and receives an orientation to
166 the County EMS system.

167
168 Seek accreditation by January 1, 2013 from the Committee on Accreditation of Education
169 Programs for EMS Professionals CoAEMSP in accordance with the directive by the
170 National Registry of EMTS that candidates taking the NREMT exam must graduate from
171 a CoAEMSP accredited education institution. .

172
173 Has the authority to set reasonable parameters on benchmarks and remediation plans.

174
175 **1.3 Service Commitment**

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

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1.4 Licensing

Municipality shall:

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

County shall:

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

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

1.5 EMS Liaison

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

1.6 Student Health & Background Check

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

1.7 Student Ride-along

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

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1.8 Research

Municipality shall:

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

County shall:

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

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

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

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

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

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

270 **SECTION TWO**

271

272 **SYSTEM MANAGEMENT**

273

274

275 **2.1 Operations**

276

277 **2.1.1 Medical Direction & Oversight**

278

279 **Municipality shall:**

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

283

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

286

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

290

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

296

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

300

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

304

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

309

310 **County Shall:**

311 Provide on-line and off-line medical direction and medical oversight for
312 municipal employees active in the provision of paramedic services. The Medical
313 Director for the County has complete discretion regarding the acceptance of any
314 individual, whose practice falls under the Medical Director’s license, including
315 the ability to withhold, suspend or terminate an individual’s involvement in the

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

322
323 Have the authority, independent of the medical director, to counsel paramedics as
324 needed on patient care issues, proper use of patient standards of care and
325 educational issues. County will communicate to the employing Municipality the
326 need to counsel a paramedic.

327
328 Provide on-line and off-line medical direction and oversight for municipal
329 employees active in the provision of paramedic and Tactical EMS (TEMS)
330 services.

331
332

333 2.1.2 Paramedic Response

334
335 Shall occur in accordance to the terms listed in the definitions and statements of
336 purpose and relationship identified on pages 1 and 2 of this agreement.

337
338

339 2.2 Communications

340
341 2.2.1 **Communications Center:** The County shall provide and maintain a
342 central Communication Center for coordination of field unit activities, system
343 communications and medical direction to the paramedic units or other units as
344 determined by the County.

345
346

347 2.3 Equipment, Supplies & Inventory

348
349 2.3.1 **Vehicles & Non-disposable Equipment:** The Municipality is
350 responsible for the purchase of any vehicle, all equipment required under Trans
351 309, cost of insuring, cost of maintaining, and the cost of any negligent or
352 accidental damage to the vehicle and to comply with the County's equipment list
353 requirements. Non-disposable equipment provided by the County shall remain the
354 property of the County and the County may, upon notification to the Municipality,
355 remove any County owned equipment. All equipment purchased by the
356 Municipality will remain property of the Municipality.

357
358

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

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

445
446

447 The Municipality will not enter into situations pertaining to the provision of
448 paramedic level services that detract from the primary service area, including, but
449 not limited to, special events without the approval of County EMS and the
450 Medical Director.

451
452 The Municipality may not, without authorization from the County, the County's
453 Medical Director, the EMS Council, the Fire Chief of the affected Municipality,
454 and other parties to this agreement, arrange for some or all of the Advanced Life
455 Support Services to be provided by one or more private ambulance provider(s).

456
457 The Municipality agrees that as a participant to this agreement they mutually
458 consent to provide backup, as may be required, to achieve the response zone and
459 backup requirements as established by Milwaukee County Fire Chiefs and
460 approved by the Medical Director.

461
462 **2.5.2 Mutual Aid:**

463
464 All paramedic transport units must be documented in the Mutual Aid agreements

465
466 **Municipality:**

467
468 Is encouraged, but not required, to execute mutual aid agreements with other
469 Municipality(ies) adjacent to the political boundaries of the Municipality for
470 Advanced Life Support Services provided by a Paramedic First Response Unit to
471 insure the availability of more comprehensive coverage. The available ALS units
472 in service must be documented in the Mutual Aid agreements similar to a Mutual
473 Aid Box Alarm System (MABAS). This flexibility shall not significantly
474 compromise the local 911 ALS responses to the Municipality.

475
476 Municipality may execute an ALS response agreement with other Municipalities
477 adjacent to the political boundaries of the Municipality but outside the political
478 boundaries of the County of Milwaukee for Advanced Life Support Services and,
479 during the course of this contract, provides Paramedic or Paramedic First
480 Response services to citizens or other individuals within that service area. The
481 municipality providing the service will retain the revenues earned. The flexible
482 use of ALS units must address ALS response times within established response
483 zones.

484
485 **County shall:**

486 Agree to the flexible use of paramedic units for the purpose of providing all levels
487 of care and transport. The County shall be a party to all discussions regarding the
488 establishment of mutual aid agreements and prior to the execution of any mutual
489 aid agreement between the Municipality and a neighboring community outside of
490 the County of Milwaukee, the County shall be consulted to assure that the service
491 provision to County residents shall remain a top priority and that the impact of the
492 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**

500
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,

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

543 Any supplemental payment of tax levy funds, as defined in the County's adopted
544 annual budget, is provided by the County to offset the cost of providing
545 paramedic services. The payment of said funds will be done according to a
546 distribution formula developed by the Intergovernmental Cooperation Council
547 (ICC) of Milwaukee County. Following notification by the ICC of the
548 distribution formula, the County shall submit a letter to the Municipality
549 indicating the timing and amounts of any such payments.
550

551 552 **2.7 Quality Management**

553 554 **2.7.1 Data Collection:**

555 556 **Municipality shall:**

557 Cooperate in the collection of data necessary to provide information or other data
558 regarding paramedic and/or paramedic first response services as set forth in this
559 agreement. This includes, but is not limited to: 1) make available to the County
560 the Emergency Medical Service run reports within ten business days of the run for
561 paper records and within 72 hours for electronic records2) response to all Quality
562 Improvement (CQI) inquiries from the County in the timeframe established by
563 County; and 3) submit run report information which meets County data dictionary
564 requirements in a format that is recognized by County's database and does not
565 alter County's process and ability to store, search and perform quality data checks
566 and prepare reports.

567
568 Be responsible for submitting data to the Wisconsin Ambulance Run Data System
569 (WARDS) that meet data reporting regulations as outlined by the State of
570 Wisconsin EMS Office as well as submitting the same data to County in the
571 National EMS Information System (NEMSIS) format plus any data dictionary
572 elements that are unique to County and not in the NEMSIS data dictionary if the
573 Municipality chooses to develop an alternative method of data collection,
574 electronic patient care record (ePCR).
575

576 Shall inform County before developing, implementing or maintaining alternative
577 methods of data collection. Upon ePCR development, provide a single software
578 license to County for viewing the field bridge software used by the Municipality
579 for ePCR collection.
580

581 Shall be the custodian and be responsible to warehouse legal copies of paper
582 patient care records or ePCR.
583
584

585 **County shall:**
586 Provide information technology (IT) assistance and hardware required to enable
587 the Municipality to upload ECG monitor data to the County's data collection
588 system.

589
590 Be responsible for acquiring and storing the emergency medical service patient
591 care data from the Municipalities and making data available to the municipalities
592 upon request.

593
594 Submit data to WARDS that meet data reporting regulations as outlined by the
595 State of Wisconsin EMS office for those municipalities using paper patient care
596 records.

597
598 Should the County choose to develop an alternative method of data collection that
599 will require special equipment, programming and/or technical support to transmit
600 data and perform quality checks, the County will be responsible for any and all
601 costs incurred by Municipality for such programming, equipment and technical
602 support.

603
604 Make County staff available for consultation to the municipality developing,
605 implementing, or maintaining an alternative method for of data collection.

606
607 Support those Municipalities using alternative data collection methods (ex. ePCR)
608 by providing the programming to convert NEMESIS standard compliant data
609 submitted by the Municipality to County into a format recognized by the County's
610 database.

611
612 Refer any requests for official copies of PCR to the Municipality.

613
614 **2.7.2 Reporting:**

615
616 **The Municipality:**
617 Agrees to meet the reporting requirements established by the County pertaining to
618 any Emergency Medical Service provision as established in this Agreement. The
619 Municipality agrees to comply with standards of response time, data collection,
620 quality assurance, performance improvement and other operational issues as
621 established by Milwaukee County EMS to meet the operational needs of the
622 program and/or as established by Chapter 97 of the Milwaukee County General
623 Ordinances, and reviewed and approved by the County's Emergency Medical
624 Services Council.

625
626 If using an alternative method of gathering data, ex electronic patient care record
627 (ePCR) data, the Municipality agrees to upload electronically collected data,
628 ECG, blood pressure, end-tidal CO₂, vital sign data to the County on a mutually
629 agreed upon schedule. The Municipality also agrees to upload electronically

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

632
633 Will grant County the authority to access the Municipality/Vendor patient care
634 database to view and print images of ePCRs.

635
636 The County shall:
637 Agree to support the computer servers, FTP and ePCR database servers necessary
638 to receive ECG and ePCR data. The County will provide the software necessary
639 for the Municipality to upload the ECG data at no cost to the municipality.

640
641 Will grant Municipality authority to access the County patient care database to
642 view, print and run reports in County's patient care database .

643
644 Refer all requests for copies of the legal patient care record to the Municipality.
645

646 **2.7.3 Performance Improvement:**
647 Municipality agrees the County's Medical Direction shall act in consultation and
648 assistance in the coordination of activities of the Quality Assessment and
649 Assurance Program for the EMS Program.

650
651 Personnel of County's Emergency Medical Services shall have access to and are
652 authorized, at the discretion of the EMS Director and/or Medical Director, to
653 conduct periodic evaluation tours of operational paramedic and/or paramedic first
654 response units for continuous quality improvement projects, training, or special
655 studies and/or projects.

656
657 The Municipality agrees to participate in performance outcome and compliance
658 measure plans established by the County regarding the verification of data the
659 County requires the Municipality to submit.

660
661
662 **2.8 General Provisions**

663
664 **2.8.1 Insurance and Indemnification:**
665 Pursuant to law, an obligation to pay as damages because of injury to any person
666 arising out of the rendering or failing to render emergency medical services by its
667 paramedics and for the worker's compensation coverage of its paramedics, shall
668 be the responsibility of the Municipality it being understood and agreed that said
669 paramedics are the employees of the Municipality for whom they work and are
670 not the agents of Milwaukee County.

671
672 Municipality Shall: Protect, indemnify, hold harmless and defend the County
673 against any and all claims, demands, damages, suits, actions, judgments, decrees,
674 orders, and expenses, for bodily injury or property damage arising out of the
675 negligent acts or omission, from any cause, on the part of said paramedics.

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2.8.2 Audit and Compliance with Fraud Hotline Bulletin:

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

2.8.3 Authority

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

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

2.8.3.2 Article and Other Headings :

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

2.8.3.3 Governing Law:

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

2.8.3.4 Authorization:

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

2.8.3.5 Amendments:

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

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.

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2.10.3 Termination by the County in Critical Service Situations:

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

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

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

