

9.



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2006-0378

Resolution

In Committee

Resolution approving an Emergency Medical Services Agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of West Allis for 2007 and 2008.

Introduced: 12/19/2006

Controlling Body: Administration & Finance
Committee

Sponsor(s): Administration & Finance Committee

COMMITTEE RECOMMENDATION

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
DEC 19 2006			Barczak	✓			
			Czaplewski	✓			
			Dobrowski				
			Kopplin				
			Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Vitale				
			Weigel	✓			
			TOTAL	5	-	-	0

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
DEC 19 2006			Barczak	✓			
	✓		Czaplewski	✓			
		✓	Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale				✓
			Weigel	✓			
			TOTAL	9	0	0	1



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2006-0378

Final Action:

DEC 19 2006

Sponsor(s): Administration & Finance Committee

Resolution approving an Emergency Medical Services Agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of West Allis for 2007 and 2008.

WHEREAS, the City of West Allis (the "City") and Milwaukee County (the "County") desire to continue to provide for paramedic services to the citizens of the City of West Allis and to other individuals as deemed appropriate by the Common Council and Milwaukee County in a cost effective and efficient manner which coordinates care and services throughout the County; and,

WHEREAS, the City and the County desire to enter into an agreement to set forth their respective responsibilities in connection with continuing the provision of paramedic services within Milwaukee County.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Emergency Medical Services Agreement for Paramedic Services between Milwaukee County, Department of Health and Human Services, and the City of West Allis for 2007 and 2008, a copy of which is attached hereto and made a part hereof, be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Administrative Officer, Clerk/Treasurer be and are hereby authorized and directed to execute the aforesaid Agreement and letter of clarification on behalf of the City of West Allis.

ADM\ORDRES\ADMR332

ADOPTED

DEC 19 2006

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

December 21, 2006

Jeannette Bell, Mayor



DEPARTMENT OF HEALTH & HUMAN SERVICES

Milwaukee County

EMERGENCY MEDICAL SERVICES

February 9, 2007

OFFICE OF THE MAYOR
RECEIVED

FEB 12 2007

WEST ALLIS, WI

Mayor Jeannette Bell
City of West Allis
7525 W. Greenfield Ave.
West Allis WI 53214

Dear Mayor Bell:

Enclosed is your fully executed copy of the agreement between Milwaukee County and the City of West Allis for the provision of emergency medical services. Also enclosed is your fully executed letter indicating the tax levy funds for your municipality.

On behalf of John Chianelli, Director of County Health Programs and the EMS staff, I look forward to our continued productive relationship.

Sincerely,

Kenneth J. Sternig, MS, EHS, BSN, EMTP
Program Director

Cc: John Chianelli
Chief Steven Hook

Enclosures (2)



DEPARTMENT OF HEALTH & HUMAN SERVICES

Milwaukee County

EMERGENCY MEDICAL SERVICES

December 21, 2006

Mayor Jeanette Bell
West Allis City Hall
7525 W. Greenfield Avenue
West Allis WI 53214

Dear Mayor Bell,

Enclosed are two originals of the 2007 Emergency Medical Services agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of West Allis.

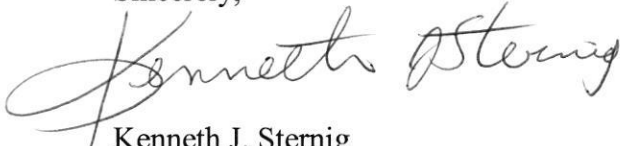
Per line 424 of this agreement, the intent of this letter is to fulfill the responsibility of Milwaukee County to submit a letter to the contracting municipality indicating the timing and amount of payment of the supplemental tax levy funds as approved by the County Executive and the County Board of Supervisors in the 2007 adopted budget. The amount of tax levy funds in the 2007 adopted budget is three (3) million dollars.

Per the distribution formula adopted by the Intergovernmental Cooperative Council (ICC), the percent of the tax levy funds for your municipality will be 6.5857% and your total yearly payment will be \$197,571.00. This amount will be distributed in monthly payments to your municipality by Milwaukee County.

Please sign both originals of this letter and the agreements, and forward them to the Emergency Medical Services office at 1220 W. Vliet Street, Suite 304, Milwaukee County, 53205, Attention: Kenneth J. Sternig. Upon receiving the signed originals of this letter and the agreements, we will then send them to the parties within Milwaukee County who will be responsible for signing the same. One original of this letter and the agreement will be returned to you once this process is complete.

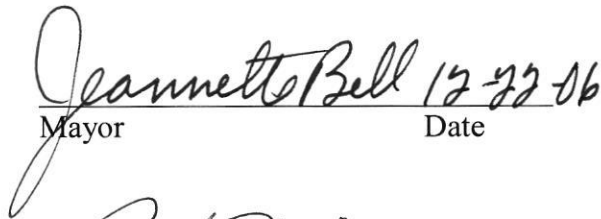
This agreement reflects some significant changes in the manner in which advanced level care is delivered in Milwaukee County, we look forward to working with you on continuing to provide high quality emergency medical care to the citizens of your community.

Sincerely,



Kenneth J. Sternig
EMS Program Director
Milwaukee County

For the City of West Allis:



Mayor Date

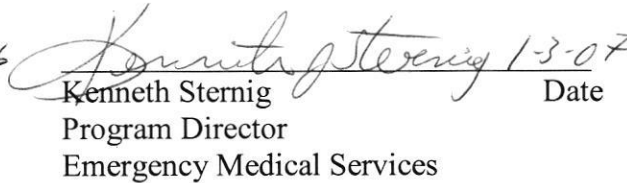


City Clerk Date

For the County:



John Chianelli, Director Date
County Health Programs



Kenneth Sternig Date
Program Director
Emergency Medical Services

**Emergency Medical Services Agreement for Paramedic Services
Between Milwaukee County Department of Health and Human Services
and the City of West Allis**

THIS AGREEMENT entered into between the City of West Allis and Milwaukee County, both entities being governmental subdivisions of the State of Wisconsin, (hereinafter referred to as "Municipality" and "County" respectively):

Definitions:

Paramedic Transport Unit Emergency transport vehicle equipped and staffed at the advanced life support level, as identified in HFS 112.

Paramedic First Response Unit (PFR) Vehicle staffed with at least one licensed paramedic that does not transport patients requiring ALS level care.

Full-time unit Paramedic unit staffed 24 hours per day, seven days a week

Flexible unit Paramedic unit staffed with at least two licensed paramedics but may not be staffed 24 hours per day or seven days a week

Medical Direction Agency the County contracts with to provide medical guidance and oversight to the EMS system

WITNESS:

Whereas, the Municipality is desirous of providing emergency medical services, (hereinafter referred to as "paramedic services") to its citizens and to other individuals as deemed appropriate by the governing body of the Municipality and the County and its advisory Emergency Medical Services Council, which coordinates care and services throughout the County in a cost effective and efficient manner; and

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. The parties enter into this Emergency Medical Services Agreement for the purpose of establishing a coordinated, uniform delivery system for the provision of Paramedic Emergency Medical Services to individuals within the county, for determining the roles and responsibilities of each of the parties and for determining the sharing of costs and/or fiscal responsibilities for the provision of those services.

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.

Be allowed to refer an employee to an educational program other than the program operated by the County.

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

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

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

County shall:

Schedule an EMT/Paramedic course each calendar year that will begin no later than September 30th and complete the course 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.

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.

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.

1.5 EMS Liaison

Municipality will designate a Liaison to manage paramedic attendance at required continuing education conferences, refresher classes, and web-based education modules.

137
138 **1.6 Student Health & Background Check**

139 The Municipality will provide at its own expense a State of Wisconsin Caregiver
140 background check, immunization and health record information, as required by State
141 Statutes, Rules and Regulations, and/or affiliating health care institutions for all
142 personnel referred to the County Education Center prior to matriculation into a class.
143
144

145 **1.7 Student Ride-a-long**

146 Upon mutual consent by the County and Municipality, persons from health care agencies,
147 businesses, schools, non-local fire/EMS services and other education programs may be
148 scheduled through Milwaukee County's EMS office and the respective fire department to
149 participate in ride-a-longs. Any person participating in a ride-a-long must first meet the
150 criteria including legal release and approval as determined by the County, Municipality,
151 and Medical Director. Any ride along program established by the Municipality allowing
152 EMS students/providers to provide direct patient care must be done in coordination with
153 the offices of Milwaukee County.
154

155 **1.8 Research**

156
157 **Municipality shall:**

158 Agree to participate in research as determined by the County Research Committee. This
159 could include, but is not limited to enrolling patients, data collection and educational
160 sessions. Municipalities shall have a minimum of one representative of all Municipalities
161 on the County Research Committee. Municipalities are not responsible to fund
162 equipment, medications or education that is related to a County research study.
163
164

165 **County shall:**

166 Be solely responsible for securing funding, equipment, and education, necessary to allow
167 the Municipality to participate in research projects that are initiated by the County.
168
169

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.

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.

2.1.2 Paramedic Response

Municipality shall:

Operate a Paramedic Transport Unit for Paramedic responses as determined by the Milwaukee County Fire Chiefs Association and approved by the Medical Director. The Municipality shall have the right to bring any proposed changes to the response zones to the Milwaukee County Fire Chiefs Association and to the Medical Director. Paramedic First Response Unit response is determined by the respective Municipality and approved by the Medical Director.

The Municipality agrees to provide paramedic transport service to maintain the operational integrity of the system twenty-four (24) hours per day unless otherwise involved in an Emergency Medical Services response. Milwaukee County agrees to the flexible use of paramedic units for the purpose of providing all levels of care and transport. The flexible use of ALS units must address ALS response within established response guidelines set forth by this agreement.

2.2 Communications

2.2.1 Communications Base: The County shall provide and maintain a central communication base 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.

254 **2.3.2 Medical Inventory, Equipment & Supplies:**

255
256 **Municipality shall:**

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

259
260 The Municipality and each member Municipality to said agreement should
261 assume the liability imposed by law and hold the County harmless for the
262 negligent operation of Municipality vehicles and equipment. The replacement of
263 County owned equipment on paramedic and paramedic first response units when
264 the equipment is lost and/or damaged due to an act of negligence on the part of
265 Municipality employees is the responsibility of the Municipality. Negligence is
266 defined as the "omission or neglect of reasonable care, precaution or action." An
267 appeal process shall be created to arbitrate questions of responsibility for
268 damaged or lost County equipment should the Municipality disagree with
269 County's decision. The Municipality will not be held liable for defects in
270 equipment purchased by the County.

271
272 **County shall :**

273 Purchase and replace cardiac monitor-defibrillator equipment and communication
274 equipment on Paramedic Transport Units, as the cardiac monitor-defibrillators are
275 extensions of the communication base. The cardiac monitor-defibrillator and
276 paramedic radio communication system shall be standard throughout the system
277 and shall be ordered through County's Emergency Medical Services. The County
278 will provide routine maintenance checks of County owned equipment and furnish
279 replacement units when necessary as determined by the County. The
280 Municipality is responsible for repair costs. The County shall obtain
281 reimbursement for these repairs as a reduction in the monthly payment to the
282 Municipality for equipment and supplies.

283
284 Provide for delivery of supplies ordered from Milwaukee County EMS or
285 Froedtert Memorial Lutheran Hospital to the municipalities.

286
287
288 Major equipment changes will be implemented with a mutually agreed upon time
289 schedule between County and the Municipality.

293 **2.4 Policy and Practice**

294
295 **2.4.1 State of Wisconsin Requirements:**

296
297 **Municipality shall:**

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

301
302 **County shall:**

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

307
308 **2.4.2 Operating Standards:** The Municipality is responsible for the
309 operation of paramedic unit(s) and first response paramedic unit(s) to meet the
310 Criteria and Standards of the Milwaukee County Council on Emergency Medical
311 Services and the content of the Standards Manual of the Milwaukee County
312 Emergency Medical Services System. This includes the Standards of Care,
313 Standards for Practical Skills, Medical Protocols, Operational Policies,
314 Contractor's Manual and Dispatch Guidelines.

315
316
317
318 **2.5 Responses**

319 **2.5.1 First Response Units:** Paramedic First Response Units are operated by the
320 Municipality and are to be compliant with State Statutes and County
321 requirements. Municipality will not transport a patient who has received
322 Advanced Life Support services in any vehicle other than a Paramedic Transport
323 Vehicle unless special conditions warrant immediate transport as identified in
324 Milwaukee County EMS policy.

325
326 The Municipality will not enter into situations pertaining to the provision of
327 paramedic level services that detract from the primary service area, including, but
328 not limited to, special events without the approval of County EMS and the
329 Medical Director.

330
331 The Municipality may not, without authorization from the County, the County's
332 Medical Director, the EMS Council, the Fire Chief of the affected Municipality,
333 and other parties to this agreement, arrange for some or all of the Advanced Life
334 Support Services to be provided by one or more private ambulance provider(s).

335
336 The Municipality agrees that as a participant to this agreement they mutually
337 consent to provide backup, as may be required, to achieve the response zone and

338 backup requirements as established by Milwaukee County Fire Chiefs and
339 approved by the Medical Director.
340

341 **2.5.2 Mutual Aid:**

342 All paramedic transport units must be documented in the Mutual Aid agreements
343

344 **Municipality:**

345
346 Is encouraged, but not required, to execute mutual aid agreements with other
347 Municipality(ies) adjacent to the political boundaries of the Municipality for
348 Advanced Life Support Services provided by a Paramedic First Response Unit to
349 insure the availability of more comprehensive coverage. The available ALS units
350 in service must be documented in the Mutual Aid agreements similar to a Mutual
351 Aid Box Alarm System (MABAS). This flexibility shall not significantly
352 compromise the local 911 ALS responses to the Municipality.
353

354 Municipality may execute an ALS response agreement with other Municipalities
355 adjacent to the political boundaries of the Municipality but outside the political
356 boundaries of the County of Milwaukee for Advanced Life Support Services and,
357 during the course of this contract, provides Paramedic or Paramedic First
358 Response services to citizens or other individuals within that service area. The
359 municipality providing the service will retain the revenues earned. The flexible
360 use of ALS units must address ALS response times within established response
361 zones.
362

363 **County shall:**

364 Agree to the flexible use of paramedic units for the purpose of providing all levels
365 of care and transport. The County shall be a party to all discussions regarding the
366 establishment of mutual aid agreements and prior to the execution of any mutual
367 aid agreement between the Municipality and a neighboring community outside of
368 the County of Milwaukee, the County shall be consulted to assure that the service
369 provision to County residents shall remain a top priority and that the impact of the
370 mutual aid agreement continues to meet the needs of the County. Mutual Aid
371 agreements shall include indemnification and insurance language sufficient to
372 protect the County and its agents from any liability and recognize the rights and
373 control of the County's Medical Director. The County reserves the right to deny
374 the execution of these mutual aid agreements. This flexibility shall not
375 compromise the County system.
376
377

2.6 Finances

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

2.6.2 Billing: The Municipality performing paramedic service shall bill users in accordance with local, state and federal guidelines. The Municipality shall retain paramedic revenue earned to cover the cost of providing paramedic care. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for services. The Municipality shall make available to the County access to billing and collection records as requested by the County and available by the Municipality to audit and confirm the collection status of any claim or group of claims.

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

2.6.3 Payments:

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

Quarterly payments to the municipality for net Tax Refund Intercept Program (TRIP) revenues collected by the County's TRIP for dates of service after January 1, 2004 shall be reduced by the County for expense incurred by the County on 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) submission of Emergency Medical Service run reports to the County within ten business days of the run, 2) response to all Quality Improvement (CQI) inquiries from the County in the timeframe established by County; and 3) submit run report information 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.

Each Municipality must submit this data to the County for the purposes outlined above to meet data reporting regulations as outlined by the State of Wisconsin Ambulance Reporting System. The County supports the use of one preferred vendor for data collection, billing, and collections as determined by the Municipalities.

Should the Municipality 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 Municipality will be responsible for any and all costs incurred by County for such programming, equipment and technical support.

County shall:

Be responsible for acquiring and storing the paramedic patient care records from the Municipalities for data collection and making those records and data available to the municipalities upon request.

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.

466
467 **2.7.2 Reporting:**

468 The Municipality agrees to meet the reporting requirements established by the
469 County pertaining to any Emergency Medical Service provision as established in
470 this Agreement. The Municipality agrees to comply with standards of response
471 time, data collection, quality assurance, performance improvement and other
472 operational issues as established by Milwaukee County EMS to meet the
473 operational needs of the program and/or as established by Chapter 97 of the
474 Milwaukee County General Ordinances, and reviewed and approved by the
475 County's Emergency Medical Services Council.
476

477 **2.7.3 Continuous Quality Improvement:**

478 Municipality agrees the County's Medical Direction shall act in consultation and
479 assistance in the coordination of activities of the Quality Assessment and
480 Assurance Program for the EMS Program.
481

482 Personnel of County's Emergency Medical Services shall have access to and are
483 authorized, at the discretion of the EMS Director and/or Medical Director, to
484 conduct periodic evaluation tours of operational paramedic and/or paramedic first
485 response units for continuous quality improvement projects, training, or special
486 studies and/or projects.
487

488 **2.8 General Provisions**

489
490 **2.8.1 Insurance and Indemnification:**

491 Pursuant to law, an obligation to pay as damages because of injury to any person
492 arising out of the rendering or failing to render emergency medical services by its
493 paramedics and for the worker's compensation coverage of its paramedics, shall
494 be the responsibility of the Municipality it being understood and agreed that said
495 paramedics are the employees of the Municipality for whom they work and are
496 not the agents of Milwaukee County.
497

498 Municipality Shall: Protect, indemnify, hold harmless and defend the County
499 against any and all claims, demands, damages, suits, actions, judgments, decrees,
500 orders, and expenses, for bodily injury or property damage arising out of the
501 negligent acts or omission, from any cause, on the part of said paramedics.
502

503
504 **2.8.2 Audit and Compliance with Fraud Hotline Bulletin:**

505 The Municipality agrees to maintain accurate records for a period of five (5) years
506 with respect to the costs incurred under this contract and to allow the County to
507 audit such records. The Municipality acknowledges receipt of the Milwaukee
508 County Fraud Hotline Bulletin and agrees to post a copy of the bulletin where
509 employees have access to it. Any and all subcontractors employed by the
510 Municipality and involved in the provision of Emergency Medical Services shall
511 have access to the same information.
512

512
513 **2.8.3 Authority**
514

515 **2.8.3.1 Non-discrimination, Affirmative Action, Equal Opportunity and the Fair**
516 **Labor Standards Act:**

517 In the performance of work under this contract, the parties shall not
518 discriminate against any employee or applicant for employment because of
519 race, religion, color, national origin, age, sex, or handicap, which shall
520 include, but not be limited to, employment, upgrading, demotion or transfer;
521 recruitment or recruitment advertising; layoff or suspension; rates of pay or
522 other forms of compensation; and selection for training including
523 apprenticeships.
524

525 **2.8.3.2 Article and Other Headings :**

526 The article and other heading contained in this Agreement are for reference
527 purposes only and shall not affect in any way the meaning or interpretation of
528 this Agreement.
529

530 **2.8.3.3 Governing Law:**

531 This Agreement has been executed and delivered in, and shall be construed
532 and enforced, in accordance with the laws of the State of Wisconsin and
533 ordinances of Milwaukee County.
534

535 **2.8.3.4 Authorization:**

536 The undersigned parties represent that they are duly authorized to contract on
537 behalf of their represented parties.
538

539 **2.8.3.5 Amendments:**

540 This agreement may be amended at any time by mutual agreement of the
541 parties provided that before any amendment shall be operative or valid, it shall
542 be reduced to writing and subject to approval by the respective governing
543 body.
544

544
545 **2.8.3.6 Entire Contract:**

546 This Agreement, specified Exhibits and other Agreements or Documents
547 specified herein shall constitute the entire contract between the parties and no
548 representation, inducements, promises, agreements, oral or otherwise as it
549 pertains to the County's obligations for fiscal support to the Municipality's
550 Fire Department and/or Fire Department, Inc. Any and all other existing
551 agreements, cost sharing agreements or contracts pertaining to the provision
552 of paramedic service between the County and the Municipality shall be
553 considered void.
554

555 **2.9 Health Insurance Portability and Accountability Act (HIPAA):**

556 The Municipality and the County shall carry out its obligations under this Agreement in
557 compliance with the privacy regulations pursuant to the Public Law 104-191 of August
558 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996,
559 Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"),
560 to protect the privacy of any personally identifiable protected health information ("PHI")
561 that is collected, processed or learned as a result of Municipality services provided
562 hereunder. In conformity therewith, the Municipality and the County agree that they
563 will:
564

565 **2.9.1 Municipality shall:**

566
567 Provide a Notice of Privacy Practice to all patients serviced by the paramedic
568 system.
569

570 Not use or further disclose PHI other than as permitted under this Agreement
571 or as required by law;
572

573 Use appropriate safeguards to prevent use or disclosure of the PHI except as
574 permitted by this Agreement;
575

576 Mitigate, to the extent practicable, any harmful effect that is known to the
577 Municipality of a use or disclosure of PHI by the Municipality in violation of
578 this Agreement;
579

580 Report to Milwaukee County EMS any use or disclosure of the PHI not
581 provided for by this Agreement of which the Municipality becomes aware;
582

583 Ensure that any agents or subcontractors to whom the Municipality provides
584 PHI, or who have access to PHI, agree to the same restrictions and conditions
585 that apply to the Municipality with respect to such PHI;
586

587 Make PHI available to Milwaukee County EMS and to the Individual who has
588 a right of access as required under HIPAA within 30 days of the request;
589

590 Notify Milwaukee County EMS of any amendment(s) to PHI and Incorporate
591 any amendment(s) to PHI at the request of Milwaukee County EMS or the
592 Individual who has a right of access as required under HIPAA;
593

594 Upon patient request, provide an accounting of all uses or disclosures of PHI
595 made by the Municipality as required under HIPAA privacy rule within 60
596 days;
597

598 Make its internal practices, books, and records relating to the use and
599 disclosure of PHI available to the Secretary of the Department of Health and
600 Human Services for purposes of determining the Municipality's and
601 Milwaukee County EMS's compliance with HIPAA; and
602

603 **2.9.2 County shall:**
604

605 Use appropriate safeguards to prevent use or disclosure of the PHI except as
606 permitted by this Agreement;
607

608 Mitigate, to the extent practicable, any harmful effect that is known to the
609 County of a use or disclosure of PHI by the County in violation of this
610 Agreement;
611

612 Make its internal practices, books, and records relating to the use and
613 disclosure of PHI available to the Secretary of the Department of Health and
614 Human Services for purposes of determining the Municipality's and
615 Milwaukee County EMS's compliance with HIPAA; and
616

617 **2.9.3 PHI in relation to termination of agreement:**
618

619 At the termination of this Agreement, all PHI received from, or created or
620 received by the Municipality on behalf of Milwaukee County EMS, will not
621 require return or destruction, as the Municipality itself is a covered entity
622 under HIPAA, and the PHI will be required for the proper management and
623 administration of the Municipality in the absence of this Agreement.
624

625 Notwithstanding any other provisions of this Agreement, this Agreement may
626 be terminated by Milwaukee County EMS, in its sole discretion, pursuant to
627 section 2.10.2, if Milwaukee County EMS determines that the Municipality
628 has violated a term or provision of this Agreement pertaining to Milwaukee
629 County EMS service obligations under the HIPAA privacy rule, or if the
630 Municipality engages in conduct, which would, if committed by Milwaukee
631 County EMS, result in a violation of the HIPAA privacy rule by Milwaukee
632 County EMS.
633
634

634 **2.9.4 Uses and disclosures of PHI**

635
636 The specific uses and disclosures of PHI made by the Municipality on behalf
637 of Milwaukee County EMS include:

638
639 Review and disclosure of PHI as required for treatment, payment and health
640 care operations;

641
642 Disclosures of PHI upon request as permitted by Wisconsin State statutes and
643 the Federal privacy rule;

644
645 Uses required for the proper management and administration of the
646 Municipality as a business associate and;

647
648 Other uses or disclosures of PHI as permitted by HIPAA privacy rule.
649

650
651 **2.10 Term, Renewal and Termination**

652
653 **2.10.1 Term:**

654 This agreement shall be effective from January 1, 2007 until December 31,
655 2008, unless termination or suspension of the contract is issued as outlined in
656 Section 2.10.2 and provided that the County Board of Supervisors authorized
657 the continuation of the programs herein described and funds sufficient
658 expenditures for the provision of those services in its Adopted Budgets in each
659 of the subsequent years following 2007. If the parties to this agreement fail to
660 renegotiate this agreement prior to December 31, 2008, then this agreement
661 shall automatically be extended for one additional year.
662

663 **2.10.2 General Termination:**

664 Either party may terminate the agreement without cause by serving a sixty
665 (60) day notice via certified mail in the event of passage and signing of a
666 resolution by the respective governing body declaring the intention of ending
667 the provision of paramedic services or withdrawing support from the
668 paramedic program. Material breach of any provision of the contract,
669 including but not limited to the Municipality's provision of Emergency
670 Medical Services data to the County, by either party may serve as grounds for
671 termination of the contract. In the event of a breach of contract, the offending
672 party shall have thirty (30) days from the date notice has been given to correct
673 the situation. If the offending situation is not corrected at the end of the 30-
674 day period, the contract shall be considered void 60 days from the original
675 date of notification and any further obligations on behalf of the Municipality
676 and/or the County terminated.
677

678 **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.

Upon notification of the County's intent to suspend the contract under these provisions, the Municipality shall address the concerns of the Medical

725 Director within eight (8) hours of receipt of notification of the County's intent
726 to suspend the contract under this section with a plan to correct the situation in
727 a time frame not to exceed the twenty-four (24) hour time frame, if the
728 Municipality desires to maintain the operation of the Program(s).

729
730 The Medical Director has the right to reject any and all corrective action plans
731 if those plans do not, in the opinion of the Medical Director, insure the safety
732 and health of county residents. The contract shall be considered void twenty-
733 four (24) hours from the original date and time of notification and any
734 obligations on behalf of the Municipality and/or the County suspended.

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For the City of West Allis:

Jeannette Bell 12-22-06
Mayor Date

Ruth Zedler 12/22/06
City Clerk Date

For the County:

John Chianelli 1-3-07
John Chianelli, Director Date
County Health Programs

Kenneth J. Sternig 1-3-07
Kenneth Sternig Date
Program Director
Emergency Medical Services

Judith Stachew 1/12/07
Date
Risk Management

Robert E. Anderson 1-11-07
Corporation Counsel Date
(Approved as to Form and
Independent Contractor Status)

Richard W. H. 2-1-2007
DAS DBD Division Date
(Complies with Chapter 42)