

City of West Allis Matter Summary

7525 W. Greenfield Ave. West Allis, WI 53214

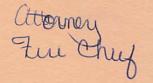
R-2008-0197 Resolution In Committee

Resolution Authorizing the Fire Chief to Enter into an Agreement Between the City of West Allis and Milwaukee Mile Holdings, LLC Regarding Paramedic Ambulance/Fire Engine Stand-By Services at Milwaukee Mile Events for 2008 and 2009.

Introduced: 9/16/2008 Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

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STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin Vice-Chair: Vincent Vitale

Thomas G. Lajsic Richard F. Narlock Rosalie L. Reinke

PUBLIC WORKS

Chair: Gary T. Barczak Vice-Chair: Martin J. Weigel Michael J. Czaplewski Daniel J. Roadt James W. Sengstock

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City of West Allis

7525 W. Greenfield Ave. West Allis, WI 53214

Resolution

File Number: R-2008-0197 Final Action:

Sponsor(s): Administration & Finance Committee SEP 1 6 2008

Resolution Authorizing the Fire Chief to Enter into an Agreement Between the City of West Allis and Milwaukee Mile Holdings, LLC Regarding Paramedic Ambulance/Fire Engine Stand-By Services at Milwaukee Mile Events for 2008 and 2009.

WHEREAS, the City of West Allis ("City"), acting through its Fire Department, has available the necessary personnel, equipment and medical direction to coordinate and provide Paramedic Ambulance, Fire Engine and Emergency Operations Center rescue services; and,

WHEREAS, the Milwaukee Mile Holdings, LLC ("Milwaukee Mile") is engaged in various racing events and racing equipment testing events throughout the year, and,

WHEREAS, the events will take place within the boundaries of Milwaukee County, specifically within the West Allis City limits; and,

WHEREAS, in the course of performing these events, the Milwaukee Mile recognizes that there is a possibility of an accident, fire or explosion requiring emergency mitigation, rescue and treatment; and,

WHEREAS, the Milwaukee Mile has exercised its authority by legal contract to authorize the City to operate within any area of the Milwaukee Mile Speedway performing Paramedic Ambulance, Fire Engine and Emergency Operating Center rescue services; and,

WHEREAS, the Milwaukee Mile and the City are desirous of entering into a written agreement for the provision of Paramedic Ambulance, Fire Engine and Emergency Operating Center rescue services by the City's Fire Department at Milwaukee Mile Events for 2008 and 2009; and,

WHEREAS, the Milwaukee Mile has authorized its President to enter into the Agreement Between the City of West Allis and the Milwaukee Mile Holdings, LLC Regarding Paramedic Ambulance/Fire Engine Stand-By Services at Milwaukee Mile Events for 2008 and 2009 on August 21st, 2008, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, the West Allis Board of Fire and Police Commissioners approved the Fire Department's participation as the provider of Paramedic Ambulance, Fire Engine and Emergency Operating Center rescue services at their regular meeting of August 21st, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Fire Chief is hereby authorized and directed to execute the aforesaid Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to make such substantive changes to the Agreement as are needed to protect the City's best interests.

ATTR-Agreement Betwn City & Milw Mile

SEP 1 6 2008

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

APPROVED

Dan Devine, Mayor

AGREEMENT CITY OF WEST ALLIS AND MILWAUKEE MILE HOLDINGS, LLC PARAMEDIC AMBULANCE/FIRE ENGINE STAND-BY MILWAUKEE MILE EVENTS FOR 2008 AND 2009

THIS AGREEMENT made and entered into as of the date signed below by the respective parties, by and between MILWAUKEE MILE HOLDINGS, LLC, hereinafter called "MMH", and the CITY OF WEST ALLIS FIRE DEPARTMENT, a municipal corporation, hereinafter called "WAFD".

WHEREAS, MMH has requested the WAFD to be on stand-by for the purpose of providing advanced life support services (ALS) as well as fire related response services during specified hours of racing events at the Milwaukee Mile Speedway located at Wisconsin State Fair Park in West Allis, Wisconsin and WAFD has agreed to perform such service.

NOW, THEREFORE, it is hereby agreed as follows:

1. DESCRIPTION, TYPE AND MANNER OF SERVICE TO BE PERFORMED.

WAFD shall provide emergency response teams and vehicles, including but not limited to, paramedic ambulances and single or multiple person fire engines in a manner as agreed upon in advance by the parties to be present at the Milwaukee Mile Speedway during racing and other specified events as requested by MMH. The primary function of the paramedic unit shall be the performance of advanced life support services in response to medical emergencies related to auto racing. In the event that a medical emergency occurs in the grand stand or other area of the Milwaukee Mile grounds, the paramedic ambulance may also be requested to respond. The single and multiple person fire engines shall be equipped for, and be responsible for, pressurizing pre placed hose lines and response to "infield/pit row" firefighting needs, respectively. Minor first aid and re-hydration will not be a primary function of these units.

The WAFD will also provide the additional service of maintaining an Emergency Operating Center, hereinafter "EOC", on the Milwaukee Mile Raceway grounds when requested in advance of the event by MMH. The EOC representative shall be an Officer of the WAFD and said Officer will be responsible to coordinate/command all fire service functions of an incident as part of a unified command system.

In the event a situation arises whereby WAFD can only furnish a lesser number of emergency response vehicles than what is requested by MMH for a particular event due to service breakdown of other vehicles or for any other reason, the City shall provide as much verbal notice as possible to MMH and it shall be MMH's sole responsibility to make alternative plans if additional emergency response vehicles are actually required on site. WAFD agrees to work with MMH in securing additional emergency response vehicles from another neighboring fire department but the sole responsibility for obtaining said additional vehicles shall be the responsibility of MMH.

2. TERM.

The term of this Agreement shall commence May 1st, 2008, and shall continue through December 31st, 2009, unless and until terminated as provided in Paragraph 9 of this Agreement. A new and/or revised Agreement will be signed for the next race year should the parties want services to extend beyond the term of this Agreement.

3. BILLING RATES, COMPENSATION AND COLLECTIONS.

A. 2008 and 2009 Billing.

For calendar year 2008, MMH shall pay \$175.00 per hour for a four (4) person fire engine, \$50.00 per hour for a single person fire engine, \$65.00 per hour for the EOC operator and \$83.28 per hour for a two (2) person paramedic unit (EMS). For calendar year 2009, MMH shall pay \$180.25 per hour for a four (4) person fire engine, \$51.50 per hour for a single person fire engine, \$66.95 per hour for the EOC operator and \$85.78 per hour for a two (2) person paramedic unit (EMS). Said rates are subject to change for either calendar year in the event that WAFD incurs significant operational changes within its department. In the event of a rate change, WAFD will notify MMH of said change in writing at least fifteen (15) days prior to the change at which point MMH may terminate this Agreement in accordance with Paragraph 9 or do nothing and have deemed to accept said changes as stated by WAFD.

Billed time will commence thirty (30) minutes prior to the start of standby and end thirty (30) minutes after the termination of standby, which is to coincide with the starting and ending times of the racing event.

The WAFD shall invoice MMH the week before each event for the projected estimated amount based on scheduled hours. MMH shall make payment to WAFD for each invoice submitted. Any required adjustments due to standby hour fluctuations shall be reflected on the following invoice. Failure to timely pay an invoice shall be a breach of this Agreement and may result in immediate termination of the service at WAFD's discretion. Any amounts outstanding beyond sixty (60) days from the date of the invoice shall incur interest at the rate of 12% per annum. In any event, final payment for all amounts owed WAFD by MMH for the 2008 race season shall be paid in full on or before December 31st, 2008 and outstanding amounts owed WAFD from the 2009 race season shall be paid in full on or before December 31st, 2009.

B. 2007 Billing.

As of the date of signing of this Agreement, MMH owes WAFD \$ 10,460 or 10 in services provided for the 2007 race season. Said outstanding amount shall be paid in full to WAFD prior to December 31st, 2008.

4. CANCELLATION.

A three-hour minimum will be charged by WAFD if the event is not cancelled at least twelve (12) hours before the scheduled start time. WAFD will not bill MMH for scheduled standby when races are cancelled at least twelve (12) hours prior to the scheduled standby time. Pre-race cancellations shall be made by calling Assistant Chief Steve Bane at 414-302-8910. In the event Assistant Chief Steve Bane is not available, MMH shall call 414-302-8000 and ask for the Battalion Chief in command at said time to cancel any race event.

5. HOLD HARMLESS CLAUSE.

- A. The WAFD will indemnify and hold MMH harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which my accrue against, be charged to, or recovered from MMH by reason of or on account of damage to the property of, injury to, or death of any person arising from WAFD's performance of its duties under this Agreement.
- B. MMH will indemnify and hold WAFD harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from WAFD by reason of or on account of damage to the property of, injury to, or death of any person arising from MMH's performance of or failure to perform its duties, including but not limited to, the proper maintenance and condition of the race track, grandstands, facilities and grounds that make up the Milwaukee Mile Race Track, at any Milwaukee Mile Racetrack event, including, but not limited to, any personal injury or bodily injury (including wrongful death) or property damage, real or personal; any lawsuit brought or threatened, settlement reached, or local, state, or federal government or agency order, including, but not limited to, claims, costs, liabilities, or expenses arising under federal, state or local law; any violation of laws, orders, regulations, requirements, or demands of any governmental authorities; and any breach or violation of any contractual provisions of whatever kind with any third party.

6. INSURANCE.

- A. WAFD shall furnish, upon request, MMH with a certificate of insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
 - 1) Workers Compensation Statutory in compliance with the Compensation Law of the state.
 - 2) Commercial/General Liability Insurance with a minimum limit of \$1M Combined Single Limit for Bodily Injury and Property Damage Liability.
 - 3) Automobile Liability Insurance covering the vehicles with a minimum limit of \$1M Combined Single Limit for Bodily Injury and Property Damage Liability.

B. MMH shall furnish, prior to execution of this Agreement, WAFD with details of insurance coverage, including any and all Ryders to said insurance policy, that would pertain to WAFD when providing its services under this Agreement, including the following minimum limits and provisions:

1) WORKER'S COMPENSATION INSURANCE.

Worker's Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All MMH Employees, Agents, Contractors or anyone acting under MMH's authority shall furnish to MMH and WAFD certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by MMH.

2) GENERAL LIABILITY INSURANCE.

a) Coverage. Coverages must include, but are not limited to the following:

"Occurrence" Coverage Form must be as broad as 1988
"Commercial General Liability" (form CG 00 01) and include the following:

Premises and Operations

Products and Completed Operations, applicable for at least one year following acceptance of the work

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Consultant's Protective)

Broad Form Property Damage Contingent Coverage for Subcontractors

Care, Custody and Control Coverages for City-owned or Purchased Materials at the Work Site

Premises Medical Coverage of at least \$10,000 Per Person

b) Minimum Limits of Liability.

Per Occurrence Limit: \$1,000,000

Policy Aggregate: \$2,000,000

Personal Injury Limit: \$1,000,000

Fire Damage Limit: \$ 50,000

Medical Expense Limit: \$ 5,000

3) BUSINESS AUTOMOBILE LIABILITY INSURNACE.

a) Coverage. Coverage must be as broad as CA 00 01 Ed. 1992 – Occurrence Form Code No. 1, "any auto".

Comprehensive Coverage for all Owner, Non-Owned or Hired Motor Vehicles driven by all MMH Employees, Agents, Contractors or anyone acting under MMH's authority, including vehicles and equipment owned by WAFD if used exclusively for the Milwaukee Mile Race Track.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

Transportation by insured vehicles of pollutants, or toxic wastes (as determined by the EPA) shall require a minimum of the Pollution Liability Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90) to address damages and clean-up costs.

b) Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability Insurance.

MMH further agrees to provide, prior to the execution of this Agreement, the WAFD with a Certificate of Insurance in a form acceptable to the City Attorney naming WAFD as an Additional Insured on said insurance policy or policies as described above.

7. MISCELLANEOUS.

A. Participants in this plan agree not to bill each other for transportation of patients to receiving hospitals. Specifically, transport agencies will bill only the patient, the patient's health care insurance provider or the Organization sanctioning the event should the patient be covered by a contractual Agreement between MMH and the sanctioning Organization which is the usual and customary practice regarding injuries sustained by race car drivers. In such instances where a transport agency proposes billing the Organization sanctioning the event, said transport agency will

contact and discuss the same with MMH prior to billing the Organization sanctioning the event. No EMS transport agency will bill the West Allis Fire Department, West Allis Police Department, Wisconsin State Fair Park Police, State Fair Park or its Board of Directors, Milwaukee Mile Holdings, LLC, PAS Ambulance or any other agency unless that transport is for the care and treatment of an employee of the specific agency. In these cases, the transport agency will verify that the patient was an employee performing in his/her assigned employment role prior to the submission of any bill for service.

B. In the event that any equipment owned by WAFD is damaged as a result of any negligent, reckless or intentional act or omission of a MMH employee, agent, contractor or anyone acting under MMH's authority, the cost to repair or replace said damaged equipment shall be billed to MMH along with and as part of a regular invoice for services and MMH agrees to be responsible for the same.

C. In the event that any equipment belonging to WAFD is provided gratuitously to MMH or anyone acting under its authority for use during a racing event, WAFD is not responsible for any damages caused by the manner of use of said equipment or caused by a defect in the equipment or the failure of the equipment to perform in its proper and useful manner. MMH agrees to indemnify and hold WAFD harmless from all liabilities, judgments, costs, damages and expenses, including without limitation, consequential damages, which may accrue against, be charged to, or recovered from WAFD by reason of use of said equipment, a defect in the equipment or the failure of the equipment to perform in its proper and useful manner.

D. MMH agrees to reimburse WAFD for the costs of supplies used by WAFD in carrying out its duties under this Agreement. Said costs to be itemized on the Billing Invoices as stated in Paragraph 3(A) of this Agreement.

8. NOTICES.

Any written notice required to be sent by this Agreement shall be sent to the following:

MMH: Milwaukee Mile Holdings, LLC

Attn: Claude Napier

7722 West Greenfield Avenue

West Allis, WI 53214

WAFD: West Allis Fire Department

Attn: Assistant Chief Steve Bane 7332 West National Avenue

West Allis, WI 53214

9. TERMINATION.

A. Except as above stated, MMH and WAFD may terminate this Agreement at any time without cause upon advance written notice of not less than thirty (30) days.

- **B.** MMH may terminate this Agreement upon no less than fifteen (15) days advance written notice if WAFD is determined by MMH to be in violation of any of the terms and conditions of this Agreement and, upon receipt of a written notice of such violation, fails to correct such violation within five (5) days of the notice.
- C. WAFD may terminate this Agreement upon no less than fifteen (15) days advance written notice if MMH is determined by WAFD to be in violation of any of the terms and conditions of this Agreement and, upon receipt of a written notice of such violation, fails to correct such violation within five (5) days of the notice.

10. AMENDMENTS.

All amendments and modifications to this Agreement must be in writing and signed by MMH and WAFD.

It is understood by MMH and WAFD that all agreements and understandings have been embodied in this Agreement and no changes will be made herein except in writing and duly signed by MMH and WAFD.

11. GOVERNING LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any legal action concerning this Agreement shall be brought and maintained in Milwaukee County, State of Wisconsin.

12. ATTACHMENTS.

The document entitled "West Allis Fire Department/Paratech Ambulance Special Event Plan For The Provision of Emergency Medical Services For 2008 Milwaukee Mile Events", attached to this Agreement as Exhibit "A" is incorporated herein and made a part of the terms and conditions of this Agreement. In the event of a contradiction in terms between this Agreement and The Special Event Plan (Exhibit "A"), the terms and conditions of this Agreement shall govern.

MILWAUKEE MILE HOLDINGS, LLC

By Claude Napier, Its President

Date: 8-21-08

CITY OF WEST ALLIS FIRE DEPARTMENT

By: Steve Hook, Fire Chief

Date: 9/24/08

Approved as to form this 24 day of 5

Scott É. Post, City Attorney

EXHIBIT A

West Allis Fire Department/Paratech Ambulance Special Event Plan For The Provision of Emergency Medical Services For 2008 Milwaukee Mile Events

Purpose:

This Special Event Plan defines the roles and cooperation of the West Allis Fire Department (WAFD), Wisconsin State Fair Park Police (WSFPP), and Paratech Ambulance Service, Inc. (PAS) in the delivery of Emergency Medical Services (EMS) at the Wisconsin State Fair Park for various Milwaukee Mile events. Events will be announced as schedules are provided.

This plan specifically identifies a particular provider, Paratech Ambulance Service, Inc., because of their current contractual relationship with the Milwaukee Mile Holdings, LLC (MMH). This plan does not extend the roles or relationships identified herein outside of EMS activities within the Milwaukee Mile and becomes void if the MMH enters into a relationship for any EMS services with any other agency.

This plan does not apply to routine daily, weekly or weekend events unless its scope is specifically expanded by the WAFD.

It is the position of the City of West Allis, that this plan does not relieve the WAFD from any statutory responsibilities and does not preclude the interpretation of the West Allis City Attorney's office regarding the West Allis Fire Department's responsibility as the "primary emergency response ambulance service in the area" (Atty. Scott Post letter to John J. Busch, Esq. dated 0ctober 17, 2003).

Definitions:

- 1. <u>Wisconsin State Fair Park Police WSFPP</u> Herein referred to as "WSFPP", is the Police agency based within the Wisconsin State Fair Park having law enforcement jurisdiction for the entire grounds.
- 2. <u>West Allis Fire Department</u> Herein referred to as "WAFD". The WAFD is a municipal fire department providing fire prevention, suppression and ALS/BLS EMS services to the City of West Allis and the Wisconsin State Fair Park.
- 3. <u>Paratech Ambulance Service, Inc.</u> Herein referred to as "PAS". PAS is a State of Wisconsin approved private BLS/ALS service provider.
- 4. <u>Wisconsin State Fair Park</u> Herein referred to as "WSFP". The WSFP is the special event site outlined in this plan and is located at 8100 W. Greenfield Avenue in West Allis. State Fair Park references within this plan include the Milwaukee Mile racetrack, grandstands and infield.
- 5. <u>EMS Cart</u> A four wheeled, battery powered vehicle specifically designed to respond to and transport caregivers and patients through restricted access areas and large crowds.

- The EMS Cart is available to transport a patient to an awaiting ambulance for transport to the nearest appropriate hospital.
- 6. Gator A six wheeled, gasoline powered restricted access transport vehicle, specifically designed to respond to and transport caregivers and patients through restricted access areas and large crowds. The gator is available to transport a patient to an awaiting ambulance for transport to the nearest appropriate hospital.
- 7. PSAP The West Allis Police and Fire Dispatch Center is the Public Safety Answering Point (PSAP) for all EMS alarms within the WSFP grounds in the City of West Allis. The PSAP dispatches all ALS and BLS units, requests support from appropriate agencies and assures that communications are maintained between units.
- 8. WSFPP Dispatch Center A temporarily staffed dispatch center located within the State Fair Park that is utilized for various events at the discretion of the WSFPP. The WSFPP Dispatch Center is not staffed 24 hours per day 365 days per year, and is therefore a supplement to the PSAP identified in this plan.

Coordination of Emergency Medical Services:

- 1. West Allis Police and Fire dispatchers have been trained in Milwaukee County Dispatch Protocols and function as the primary EMS dispatch center.
- 2. PAS will coordinate BLS standby services in writing to the WAFD as soon as possible to insure proper coordination of services. When approved by the WAFD, a copy will be forwarded to the WSFPP to assist in coordination of public safety services.

Communications:

- 1. Radio communications between on-site WAFD, WSFPP, and PAS units will be accomplished by using the Milwaukee Mile Safety Channel. MMH will provide agencies with the necessary radio equipment.
- 2. During Milwaukee Mile events the WSFPP dispatcher may request assistance from units within the Park using the Milwaukee Mile Safety Channel. WAFD units will notify the West Allis PSAP immediately if they are assigned to a call via WSFPP. Additional fire and EMS units can be requested by calling the West Allis PSAP.
- 3. All WAFD medical control communications will be accomplished thorough the use of the MCEMS Communications Center in coordination with the on-site Medical Director. On-site units will use the MCEMS Frequency (Channel 10 on WAFD portable's) to contact MCEMS Communications Center. A cell phone will be used as a back-up
- 4. All PAS medical control communications will be accomplished through the use of their on-line medical control plan in coordination with the on-site Medical Director.
- 5. Communication between on-site PAS units and any WAFD units responding off site will be accomplished using the MARC II frequency.

Dispatch:

- 1. The primary route for requesting emergency medical assistance shall be through the PSAP, which is the West Allis Police and Fire Dispatch Center (the 9-1-1 dispatch center for the entire grounds of the WSFP).
- 2. The dispatch center shall triage the request according to Milwaukee County EMS Dispatch Guidelines, and will dispatch the appropriate EMS units. The dispatch center shall request police assistance from the WSFPP as necessary.
- 3. 9-1-1 activation "cellular calls": Currently 9-1-1 cellular calls are received by the Milwaukee County Sheriff's dispatch center. The dispatch center will continue to forward all 9-1-1 cellular calls pertaining to the WSFP grounds to the PSAP (West Allis Police and Fire Dispatch Center) for appropriate EMS response. This is the normal process for 9-1-1 calls received outside of the WSFP events.
- 4. 9-1-1 activation "landline calls": All 9-1-1 landline calls received by the PSAP will be processed according to Milwaukee County dispatch protocols. Any 9-1-1 landline calls received by the City of Milwaukee dispatch center will be processed according to Milwaukee County dispatch protocols, and may be forwarded to the PSAP consistent with agreements between the WAFD and Milwaukee Fire Department.
- 5. <u>Still Alarms</u>: Requests for EMS that are brought to the attention of either the WSFPP, PAS or WAFD personnel will be addressed as follows:
 - a. The personnel will immediately contact the PSAP to dispatch appropriate EMS personnel. (WSFPP officers may request assistance from the temporary WSFPP dispatch center, and the dispatch center may request assistance directly from the most appropriate provider. Contact with the PSAP is required, when a WAFD unit is assigned to assure the accountability of WAFD resources at the WSFP.)
 - b. The personnel contacted should immediately respond to the scene to assess and render medical assistance, unless closer, more appropriate units are dispatched.
- 6. <u>Direct seven digit phone calls</u>: Calls directly to PAS via seven-digit landline will be immediately directed to the PSAP for appropriate EMS dispatch.

Relationships:

1. EMS Response:

- a. ALS Response. Infield and Track:
 - 1. WAFD will provide: 4 or 5 ALS units assigned as follows: 3 units dedicated to the racetrack and 1 or 2 ALS unit to handle the infield area, including transports out of the Milwaukee Mile Medical Center. The Milwaukee Mile will determine number of ALS units.
 - 2. PAS will provide: additional ALS units, if WAFD isn't able to supply the number requested by the MMH. PAS ALS units will be assigned to either the track or pit area of the facility.
- b. ALS Response, Grandstand and remainder of SFP: PAS will first respond with a BLS crew to ALS alarms outside of the racetrack and infield area of the grounds. As soon as it's determined that an ALS response is needed, PAS will request an ALS response through the West Allis PSAP. WAFD Med-1 will handle ALS responses to the grandstand and remainder of SFP. If Med-1 is unavailable, the existing MCEMS back-up plan will be used to obtain an ALS unit.
- c. <u>ALS/BLS Response</u>: Simultaneous ALS/BLS response will take place as indicated by Milwaukee County EMS Dispatch Guidelines. The appropriate level of care and transport will be determined following patient assessment.
- d. BLS Response: PAS will respond to BLS responses through out the entire grounds.

2. ALS transport:

- a. WAFD will provide: Primary ALS transport.
- b. PAS will provide: Back up ALS transport.
- 3. ALS Turndown: In the event the WAFD ALS unit encounters a BLS transport, WAFD will request PAS for conveyance to the hospital.
- 4. BLS Transport: PAS will transport BLS patients.
- 5. <u>ALS Backup</u>: Additional ALS units are available upon request of the PSAP through Milwaukee County Emergency Medical Services.
- 6. <u>BLS Backup</u>: In the event on-site PAS resources are exhausted, WAFD will provide BLS backup.

Continuous Quality Improvement (CQI):

- 1. All PAS EMS responses are reviewed through the PAS Continuous Quality Improvement (CQI) program. Any issues identified are self-reported to the Milwaukee County CQI program so as to track trends in EMS service delivery.
- 2. PAS and WAFD will establish and coordinate a Co-CQI process where trip information will be shared which is intended to identify system issues and assist one another with improving the overall EMS service delivery at the WSFP. This Co-CQI will be as soon

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as possible at the conclusion of each Milwaukee Mile event, and under the coordination of the WAFD EMS Operations Director.

- All standards of CQI scope of practice regarding confidentiality and ethics for CQI will be in effect.
- 4. All requirements of the Health Insurance Portability and Accountability Act Of 1996 (HIPAA) shall be complied with by all parties to this plan.

Documentation:

1. The Milwaukee County or approved State of Wisconsin patient care records will be used to document the encounter, times and patient care activities of all EMS personnel. Patient care records and response data will be made available (as allowed by HIPAA) during all activity reviews and CQI sessions.

Billing:

1. Participants in this plan agree not to bill each other for transportation of patients to receiving hospitals. Specifically, patient transport agencies will bill only the patient or the patient's health care insurance provider. No EMS transport agency will bill the West Allis Fire Department, West Allis Police Department, Wisconsin State Fair Park Police, State Fair Park or its Board of Directors, Milwaukee Mile Holdings, LLC, PAS Ambulance or any other agency unless that transport is for the care and treatment of an employee of the agency. In these cases, the transport agency will verify that the patient was an employee performing in his/her assigned role prior to the submission of any bill for service.

Dates of Service:

- 1. Three Major Racing Events
 - IRL Event May30 June 1, 2008
 - NASCAR Event June 20-21, 2008
 - Governors Cup-ARCA Aug. 22-24, 2008
- 2. Other dates as requested by the Milwaukee Mile.

This special event plan is submitted by:

| Sold |

Executive Vice President

Paratech Ambulance Service, Inc.

Dr. Ronald Pirrallo Date

MCEMS Medical Director



DEPARTMENT OF HEALTH & HUMAN SERVICES

Milwaukee County

EMERGENCY MEDICAL SERVICES

DATE:

May 23, 2008

TO:

Dana Sechler

Paramedic Coordinator
Emergency Medical Services

Wisconsin Department of Health and Family Services

Division of Public Health

1 West Wilson Street Room 118

Madison, WI 53701-2659

FAX 608-261-6392

FROM:

Ronald G. Pirrallo, MD, MHSA

Director of Medical Services, Milwaukee County EMS

RE:

Special Event Coverage for 2008 Milwaukee Mile Events

At the Wisconsin State Fire Park

I have reviewed the Special Event Paramedic Plan for the 2008 Milwaukee Mile Events at the Wisconsin State Fire Park from May 30, 2008 to August 24, 2008, and approve the document. This special policy and procedure will be in place for this event only.

ÇÇ:

EMS Council

Assistant Chief of EMS Operations, Steve Bane, West Allis Fire Department Larry Knuth, Executive Vice President, Paratech Ambulance Services, Inc.