



1 PROFESSIONAL SERVICE AGREEMENT

2 between

3 **THE MEDICAL COLLEGE OF WISCONSIN**

4 and

5 **MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT**

6 for

7 THE PROVISION OF MEDICAL DIRECTOR SERVICES

8 TO THE OFFICE OF EMERGENCY MANAGEMENT

9

10 THIS AGREEMENT entered into between the Medical College of Wisconsin ("Agency"), a
11 Wisconsin non-profit corporation located at 8701 Watertown plank Road, Wauwatosa, WI 53226 and
12 Milwaukee County Office of Emergency Management ("County"), a governmental agency located at 633
13 W. Wisconsin Ave., Suite 700, Milwaukee, WI 53203, for the provision of medical direction, consultation
14 and other services for the Office of Emergency Management (OEM). The Medical Director and any named
15 associate, assistant or EMS Fellows identified by Agency shall be referred to as "Medical Director" and/or
16 "Associate(s)". Together, County and Agency, shall be referred to as "Parties".

17 **RECITALS:**

18 **WHEREAS**, County has been the coordinator of the Milwaukee County Emergency Medical
19 Services (EMS) System ("System") since its inception in 1973 and has administered and coordinated those
20 services through its partnership with municipal and private EMS agencies, area hospitals, and other

stakeholders; and

WHEREAS, with the 1995 closure of Milwaukee County Hospital, which had previously provided medical oversight of the System, the need for medical direction and the services of a Medical Director has since been satisfied through contractual arrangements; and

WHEREAS, in 1998, the County Board of Supervisors authorized the execution of a Memorandum of Understanding between County, Froedtert Memorial Lutheran Hospital and the Medical College of Wisconsin (MCW), and the Office of Emergency Management (OEM) is now requesting to continue the mutually advantageous, long-term relationship between the County and MCW regarding EMS operations; and

WHEREAS, the County and Agency desire to create a long-term contractual relationship which provides stability to the System; and

WHEREAS, a contract for the provision of medical direction for OEM expires on December 31, 2018, and a new agreement, with incorporated the concepts and understandings outlined this Agreement, must be executed between the Parties;

NOW THEREFORE, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of Medical Director services for the Office of Emergency Management.

ARTICLE I. PURPOSE AND SCOPE

- A. Identify the requirements and duties of the Medical Director providing services, outlined in Appendix A of this Agreement, to OEM and other County departments and divisions.
- B. Identify that Agency shall provide, subject to the approval of the County, qualified, emergency medicine physicians to provide medical direction and consultation regarding the System, serving as the Medical Director.
- C. Identify that the Medical Director shall have 24/7/365 responsibility for medical oversight of the System.

47 **ARTICLE II. TERM**

48 A. This Agreement shall be in force from January 1, 2019, until December 31, 2023. At the annual
49 meeting of the parties in the year 2022, each party shall be prepared to discuss the extension of
50 the Agreement and any requested modifications to the Agreement if the Agreement is to be
51 extended beyond December 31, 2023. If both parties agree to the modification and extension of
52 the Agreement, County shall request extension and, if necessary, modification, of the Agreement
53 from the Milwaukee County Board of Supervisors.

54 B. If Agency and County have agreed to an extension or modification of this Agreement, but the
55 Milwaukee County Board of Supervisors has withheld approval of the extension or modification,
56 County shall only be held liable for services provided by Agency up until such action by the
57 Milwaukee County Board of Supervisors.

58 **ARTICLE III. COUNTY RESPONSIBILITIES AND REQUIREMENTS**

59 A. County requires that Agency provides properly trained and licensed physicians to act as the
60 Medical Director who can carry out the duties pursuant to Appendix A of this Agreement.

61 B. County has the right to reject any individual, other than unlawful discrimination, appointed by
62 Agency to serve as either the Medical Director and/or Associate, and County may, at its option,
63 as outlined in Article XII of this Agreement and with at least ten (10) days prior notice to Agency,
64 revoke its approval of any such individual(s). The County and Agency will work together in good
65 faith discussions prior to the removal of any appointed Medical Director or Associate, while also
66 working together in good faith to appoint a replacement individual should the County ultimately
67 deem that necessary.

68 C. County shall provide the Medical Director the use of a County vehicle to be used to provide
69 services under this agreement with the expectation that Agency agrees to require the named
70 Medical Director and/or Associate comply by all state laws and regulations, County rules,
71 ordinances (including MCO 56.22), regulations, policies and procedures as related to the use of a
72 County vehicle.

73 D. County shall meet at least annually with Agency, to discuss and evaluate performance
74 requirements and expectations of Medical Director and/or Associate(s).

- E. County shall provide primary office space, access to communication equipment and routine supplies as maintained by County for use by the Medical Director and/or Associate(s), if so named, in the performance of their duties hereunder.

ARTICLE IV. MEDICAL DIRECTION AGENCY RESPONSIBILITIES AND REQUIREMENTS

- A. Agency shall provide a qualified physician, licensed by the State of Wisconsin licensed per State of Wisconsin Stats. 448, who is Board Certified in Emergency Medicine by the American Board of Emergency Medicine (ABEM), Board Certified/Board Eligible in Emergency Medical Services by the American Board of Emergency Medicine and is appointed as a faculty member of the Medical College of Wisconsin to provide medical direction and consultation to OEM, serving as the Medical Director who can carry out the duties pursuant to Appendix A of this Agreement.
- B. Agency shall provide other properly trained and licensed physicians to assist the Medical Director carry out the duties outlined in Appendix A.
- C. Upon either rejection or revocation by County of the named Medical Director and/or Associate, Agency shall use its best effort to appoint a different qualified individual acceptable to County. Agency and County shall cooperate in such appointment efforts.
- D. Agency shall agree to provide additional services, equipment, resources or access to those services, equipment or resources as jointly agreed upon and necessary for the operation of the System.
- E. Except as otherwise provided herein, Agency shall provide to the Medical Director and/or Associates secondary office space, supplies and equipment as are reasonably necessary for the Medical Director and/or Associates to perform their duties hereunder.
- F. Agency shall collaborate with County to develop and implement rules and guidelines for the use of the Medical Director vehicle which comply with Wisconsin Code Chapter 346.03 (*Applicability of Rules of the Road to Authorized Emergency Vehicles*) all state laws and regulations, County rules, ordinances, regulations, policies and procedures as related to the use of a County vehicle.
- G. Agency shall meet with County, at least annually, to discuss and evaluate performance requirements and expectations of the Medical Director and/or Associates. If deficiencies are

noted, Agency shall submit corrective action documents identifying how Agency will address any deficiencies identified by County at said meetings.

H. Agency shall identify properly trained and licensed physicians who are responsible to act as the interim Medical Director when the named Medical Director is unavailable.

ARTICLE V. FUNDING / PAYMENTS

A. County shall pay Agency annually the totals shown in the table below for the services provided under the terms of this agreement as outlined in Appendix A.

Year	Medical Director Services Agreement (existing service)	Medical Support Agreement (additional service)	Total Contract Value	Milwaukee County Cost	Total Savings to the County
2019	\$ 289,000	\$ 131,407	\$ 420,407	\$ 420,407	\$ (11,191.26)
2020	\$ 289,000	\$ 135,349	\$ 424,349	\$ 390,512	\$ (41,086.30)
2021	\$ 289,000	\$ 139,409	\$ 428,409	\$ 358,705	\$ (72,893.30)
2022	\$ 289,000	\$ 143,592	\$ 432,592	\$ 324,898	\$ (106,700.08)
2023	\$ 289,000	\$ 147,899	\$ 436,899	\$ 289,000	\$ (142,598.00)
TOTALS:	\$ 1,445,000	\$ 697,656	\$ 2,142,656	\$ 1,783,521	\$ (374,469)

B. County shall issue payment(s) on or before July 15th for each year this Agreement is in force.

ARTICLE VI. CONFIDENTIALITY

A. Agency shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed, evaluated or learned as a result of the medical direction services provided hereunder. In conformity therewith, Agency agrees that it will:

i. Not use or further disclose PHI other than as permitted under this Agreement or as required by law;

ii. Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;

- 122 iii. Report to County any use or disclosure of the PHI not provided for by this Agreement
123 of which Agency becomes aware;
- 124 iv. Ensure that any agents or subcontractors to whom Agency provides PHI, or who have
125 access to PHI, agree to the same restrictions and conditions that apply to Agency with
126 respect to such PHI;
- 127 v. Direct any individual requests for access to PHI to County for disclosure;
- 128 vi. Notify County of any amendments to PHI not provided by County;
- 129 vii. Make its internal practices, books, and records relating to the use and disclosure of
130 PHI available to OEM for purposes of determining Agency's compliance with HIPAA;
131 and
- 132 viii. At the termination of this Agreement, return or destroy all PHI received from, created
133 for, or received by, Agency on behalf of County, and if return is infeasible, the
134 protections of this agreement will extend to such PHI.
- 135 B. The specific uses and disclosures of PHI that may be made by Agency on behalf of County
136 include, but are not limited to:
- 137 i. Review of patient care information as required for the provision and
138 administration of medical direction services;
- 139 ii. Review of patient care information as required for health care operations,
140 including quality assurance and quality improvement activities; and
- 141 iii. Other uses or disclosures of PHI as permitted by HIPAA privacy rule and Wisconsin
142 State Statute (146.816), Act (238).
- 143 C. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated
144 by County, in its sole discretion, if County determines that Agency has violated a term or
145 provision of this Agreement pertaining to County service obligations under the HIPAA privacy
146 rule, or if Agency engages in conduct which would, if committed by County, result in a
147 violation of the HIPAA privacy rule by County.

ARTICLE VII. LIABILITY, NON-DISCRIMINATION and RISK ALLOCATION REQUIREMENTS

- A. In the performance of work under this Agreement, Agency shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability which shall include but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeships. Agency will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the nondiscriminatory clause.
- B. Agency agrees that it will strive to implement the principles of equal employment opportunities and have as its objective to increase and utilize women, minorities, disabled persons, and other protected groups, at all levels of employment in all divisions of Agency's workforce where these groups may have been previously underutilized or under-represented.
- C. Agency also agrees that in the event of any dispute as to compliance with the above stated requirements, it shall be its responsibility to show that it has met all such requirements.
- D. When a violation of the nondiscrimination, equal opportunity or affirmative action provisions of this section has been determined by County, Agency shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation and immediately take steps to prevent further violations.
- E. If, after notice of a violation by Agency, further violations of this section are committed during the term of this Agreement, County may terminate this Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by Agency for use in completion of this Agreement, or it may permit Agency to complete this Agreement. In either event, Agency shall be ineligible to bid on any future agreements let by County.

ARTICLE VIII. INDEMNITY AND INSURANCE

- A. Indemnification:

- i. Agency agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officer and employees, from and against all loss or expense including costs and reasonable attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent act or omission of Agency or its agents which may arise out of or are connected with the activities covered by this Agreement; and
- ii. In accordance with applicable laws, County shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of County's negligence for acts, policies or directives that affect the activities covered by this Agreement.

B. Insurance:

- i. Agency agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Agency activities, by whomever performed, in such coverage and amounts as required and approved by County. Acceptable proof of such coverage shall be furnished to County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by County, in the minimum amounts specified below:

TYPE OF COVERAGE	MINIMUM LIMITS
Wisconsin Workers' Compensation & Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability <i>Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations</i>	\$1,000,000 per Occurrence \$2,000,000 Aggregate
Automobile Liability <i>Bodily Injury and Property Damage All Autos</i>	\$1,000,000 per Accident
Professional Liability <i>Refer to Additional Provision A.1.</i>	\$1,000,000 per Occurrence \$3,000,000 Aggregate
Cyber Liability <i>Refer to Additional Provision A.2.</i>	\$5,000,000 per Occurrence \$5,000,000 Aggregate

County shall be named as an Additional Insured on the General, Automobile, and Cyber Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A-rated or better, per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by County's Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provision.

Agency agrees to provide additional information on its professional liability/technology errors and omissions coverage as respects policy type (i.e., errors and omissions for consultants, architects, and/or engineers, etc.), applicable retention levels, coverage form (i.e., claims made and occurrence), discover clause conditions, and effective retroactive and expiration dates, to County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

A.2. Cyber Liability – Additional Provisions

Agency agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated

on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- *Media Liability Coverage*, i.e., liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- *Security Liability Coverage*, i.e., liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack, or transmission of a computer virus.
- *Privacy Liability Coverage*; i.e., liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- *Regulatory Proceedings*, i.e., liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information, and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- *Breach Event Expenses*, i.e., reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore insured's reputation, consumer notification, call centers, and consumer credit monitoring services.

C. Assignment Violation:

- i. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

ARTICLE IX. PROHIBITED PRACTICES

- A. Agency, during the term of this Agreement, shall not hire, retain or utilize for compensation any member, officer or employee of County or any person who, to the knowledge of Agency, has a conflict of interest.
- B. Agency hereby attests that it is familiar with, and will abide by, County's Code of Ethics, Milwaukee County Ordinances Chapter 9, which states in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to any understanding that such officer's or employee's vote, official actions, or judgment would be influenced thereby."

ARTICLE X. GENERAL PROVISIONS

- A. Agency shall require that the Medical Director and/or associates shall make appropriate records of any care provided under this Agreement consistent with applicable law. County shall be considered the custodian of such records. County shall allow Agency to inspect and copy such records for the purposes of continuity of patient care, peer review, risk management, malpractice defense and any other lawful purpose. All patient medical records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records.
- B. Agency agrees that the System involves not only County and Agency, but also includes 19 municipalities, 12 municipal fire departments, private ambulance service providers, OEM, area hospitals, various other stakeholder groups, and the respective employees of each. As a result, Agency agrees that any act involving the provision of providing medical direction to OEM in its broadest meaning can have an impact on the overall System. As such, Agency agrees not to make or undertake revisions in its services or changes in operations which might impact OEM and the System without first consulting with County to determine the impact and to avoid any revisions

or changes affecting one or more of the parties involved.

C. Any contractual relationship between County and Agency must recognize that while the named Medical Director and/or associates are employees of Agency, their actions and authority stem from their involvement and acknowledgement of their positions by County. As such, County must have ultimate authority and final approval over the appointment process for the Medical Director and/or associates. In the event of vacancies occurring in the Medical Director and/or associates positions, Agency shall take all responsible steps to recruit a qualified individual to fill the vacant position of while also taking steps, suitable to County, for the naming of an interim Medical Director.

D. In exchange for being the sole provider of Medical Direction for OEM, Agency shall refrain from taking any action which might impact OEM and the System without first consulting with and obtaining the approval of County.

E. Under no circumstances will Agency or its employees be considered an employee of County. Agency is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Agency is not limited from entering into other contractual relationships that do not pose a conflict of interest with its role as provider of Medical Direction to County.

F. None of the funds, materials, property or services provided under this Agreement shall be used in any way contrary to the regulations in Section 501(c)(3) through 509(a) of the Internal Revenue Code, which deal with the prohibiting of political activity.

G. Each party may adjust the scope of services provided under the terms of this Agreement provided that costs, commitments and other obligations are discussed and mutually agreed to before any modifications are made.

H. Agency and County agree to meet annually to discuss any issues or concerns regarding the services and commitments made under the terms of this Agreement and to assess the activities and services provided to the System during the prior year.

I. In the event that either party discovers any material omission in the provision of this Agreement, which such party believes is essential to the successful performance of this Agreement, said party

may so inform the other party in writing and the parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of the Agreement.

ARTICLE XI. AUDIT AND INSPECTION OF RECORDS

A. Agency, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Agency related to the performance of this Agreement for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Agency. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Agency and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

B. Agency agrees to maintain documents and records substantiating claims made against this Agreement and allow access to such records to OEM Director, the Milwaukee County Office of the Comptroller, or any other designated representative of County.

Agency agrees to maintain records and to allow for such access, for a period of seven (7) years after the service has been furnished and final payment from County received.

ARTICLE XII. RESOLUTION OF DISPUTES

A. Nothing in the Agreement is intended to restrict the Medical Director or Associates exercise of his or her professional judgment in the provision of professional services under this Agreement. Any dispute, other than a payment dispute, which arises between the County and Agency pertaining to areas addressed in the Agreement, which in the judgment of either party to this Agreement may materially or substantially affect the performance of such party shall be reduced to writing

and delivered to the other party. The parties shall then negotiate in good faith and use every reasonable effort to resolve such dispute unless either party shall have reasonably determined that a negotiated resolution is not possible. In these situations, the dispute shall be settled through mediation and, if necessary, by binding arbitration. During the time the Parties are attempting to resolve any dispute under this Agreement, Parties agree to act in good faith to perform their respective duties hereunder. Both Parties agree that the over-riding concern in the determination of any dispute through negotiation, mediation, or arbitration shall be for the stability and integrity of services provided to OEM and other County departments and divisions.

ARTICLE XIII. NOTICES, NOTIFICATIONS, REPORTS, DOCUMENTS, AND PAYMENT OF SERVICES

- A. All notices, notifications, reports, documents, or payments regarding this Agreement and the terms herein agreed to shall be delivered via first class mail by the United States Postal Service or another delivery service which tracks and maintains its delivery records regarding the date and time of delivery to the following individuals. Facsimile transmissions are an acceptable form of notification provided that the original document is mailed or delivered to the addressee within one (1) business day.

If to County:

Office of Emergency Management
Attn: Christine Westrich, Director
633 W. Wisconsin Avenue, Suite 700
Milwaukee, WI 53203

If to Agency:

<Name of Agency>
Attn: <Name of Staff Identified by Agency>
<Address of Agency>
<City>, <State> <ZIP>

Payments to Agency shall be addressed to:

<Name of Agency>

361 Attn: Accounts Payable
362 <Address of Agency>
363 <City>, <State> <ZIP>

364 All medical and operational reports or documents shall be addressed to:

365 <Name of Medical Director>
366 <Name of Agency>
367 <Address of Agency>
368 <City>, <State> <ZIP>

369 All other notices, notifications and correspondence shall be addressed to:

370 <Name of Agency>
371 Attn: Office of the General Counsel
372 <Address of Agency>
373 <City>, <State> <ZIP>

374 B. Each party acknowledges that the individual mentioned above shall be the designated individual
375 who is authorized to represent, address, and coordinate resolution of issues associated with this
376 Agreement. Each party shall have the right to modify or change the notification address and/or
377 the individuals to notify upon delivery of written notice indicating the revised address and
378 identification of the responsible party.

379 END OF TERMS - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF,
the Parties have executed this Agreement as of the day and year set forth herein.

For Medical College of Wisconsin (MCW):

_____ Date: _____
by Dr. Ian Martin, Chair of MCW Emergency Medicine

For Milwaukee County Office of Emergency Management:

_____ Date: _____
by Christine Westrich, Director OEM

Corporation Counsel:
Reviewed for Execution by Corporation Counsel

_____ Date: _____
by Corporation Counsel

Community Business Development Partners (CBDP) TBE:
Reviewed as to targeted business enterprise (TBE), approved with regards to
County Ordinance Chapter 42

_____ Date: _____
by CBDP

Risk Management:
Reviewed as to insurance requirements

_____ Date: _____
by Risk Management

Office of the Comptroller:

Approved as to funds available per Wisconsin Statutes §59.255(2)(e)

by Milwaukee County Comptroller

Date: _____

County Executive:

Reviewed and approved by the County Executive

by Chris Abele, County Executive

Date: _____

Corporation Counsel:

Approved as compliant under Wisconsin Statutes §59.42(2)(b)5, Stats.:

by Corporation Counsel

Date: _____

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W. Wisconsin	CONTRACT TYPE		
	Professional Service - Operating		x
	Professional Service - Capital		
	Purchase of Service		
	Preliminary		Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Office of Emergency Management (OEM)	480	4800

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
98096		X		

NAME OF VENDOR	ADDRESS
Medical College of Wisconsin	8701 Watertown Plank Road
	Wauwatosa, WI 53226

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	begin date	end date		
38-0806261	01/01/19	12/31/23	60	\$ 1,783,521.06

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019		0001	480	4841			6148				\$ 420,406.74
2020		0001	480	4841			6148				\$ 390,511.70
2021		0001	480	4841			6148				\$ 358,704.70
2022		0001	480	4841			6148				\$ 324,897.92
2023		0001	480	4841			6148				\$ 289,000.00

PURPOSE OF CONTRACT

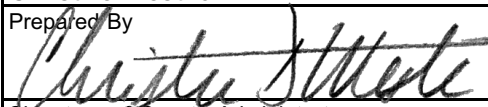
This Professional Service Agreement continues Medical Direction Services for Milwaukee County with the Medical College of Wisconsin for a five-year period. The existing Medical Direction Service remains at \$289,000 annually, with an additional Medical Support Service that begins in 2019, but the County's payment for Medical Support Service decreases each year of this agreement by 25% until 2023 at which time the MCW retains full funding responsibility for that service.

Was County Board approval received prior to contract execution or contract amendment or extension?

<input checked="" type="checkbox"/>	If YES, give County Board File No. <u>Pending File 18-</u> Date Approved <u>anticipated 12/13/2018</u>
<input type="checkbox"/>	If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? ☐ YES ☒ NO

Is Vendor a certified professional service DBE? ☐ YES ☒ NO

Christine Westrich	10.31.2018	DIRECTOR, OEM
Prepared By	Date	Title
	10.31.2018	DIRECTOR, OEM
Signature of County Administrator	Date	Title

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Christine Westrich Phone: 414-226-7303 Date: 10.31.2018
Email Address Christine.Westrich@milwaukeecountywi.gov Dept: OEM Grant \$\$: 0.00 Org No. 4800

PROJECT INFORMATION

Project Name: Medical College of Wisconsin Medical Direction Agreement Project No.: n/a
Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
OEM is seeking to execute an agreement with the Medical College of Wisconsin (MCW) for a five-years of Medical Direction with the MCW Department of Emergency Medicine.
Contracting Opportunities (List NAICS codes): _____

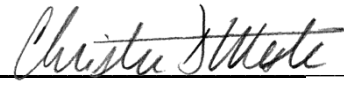
TYPE OF PROJECT

Contract Value: 2019, \$420,407; 2020, \$390,512; 2021, \$358,705; 2022 \$324,898; 2023, \$289,000. The contract cost decreases as the agreement states MCW will pick up 25% of the medical support cost per year until 2023, at which time, MCW will fully fund the medical support portion. Contract Type: Choose an item.

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less ☐ B. Rental or Lease ☐ C. Governmental Agency or Institution ☐
D. ¹Non-Profit (No subcontract) ☒ E. Purchasing or Renewal of software license ☐
F. ²Contract Extension/Amendment ☐ G. ³Specialized ☒ H. Only one individual assigned to the contract ☐
I. The nature (scope of work) of contract doesn't have subcontracting opportunities ☐ J. ⁴Grants ☐
K. No funding use by Milwaukee County ☐ L. Special License or Certificate required ☐
M. Other _____

Department/Division Administrator Name Christine Westrich Signature  Date 10.31.2018

CBDP USE ONLY

Concur with Recommendation _____X_____, or provide the following goals: _____%

This contract is exempt from a participation goal: ____ Yes ____ No

Approved:  Date: 10/31/2018

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

1 Appendix A: Medical Director Duties

2 The Medical Director and Associates shall be subject to the direction and supervision of the Director of
3 the Office of Emergency Management (OEM) or her designee(s) for all matters, which relate to services
4 provided as part of this Agreement.

5 Agency shall accept as payment in full the fees payable hereunder for such medical consultation provided
6 to individuals receiving services prior to hospital admission and shall not bill nor attempt to collect any
7 fees for such services from any such individual, provided that nothing herein shall restrict Agency from
8 billing or otherwise pursuing professional service fees or retainers due to Agency for visits, examinations,
9 or consultations provided to individual patients upon and after hospital admission.

10 The duties of the Medical Director and Associates shall be established by the Director of OEM and shall
11 include, but not be limited to, the following:

12 A. Provide consultation and other services as specifically requested and authorized by the Director
13 of OEM;

14 B. Provide medical direction of the System in accordance with all applicable requirements of laws,
15 rules, and regulations of federal, state, and local authorities, including, but not limited to:

- 16 ■ U.S. Department of Justice (USDOJ)
 - 17 ○ Drug Enforcement Administration (DEA)
- 18 ■ U.S. Department of Homeland Security (DHS)
 - 19 ○ Federal Emergency Management Administration (FEMA)
- 20 ■ U.S. Department of Transportation (USDOT)
 - 21 ○ National Highway Safety Administration (NHTSA)
- 22 ■ State of Wisconsin Department of Justice
- 23 ■ State of Wisconsin Department of Health Services (DHS)
- 24 ■ Milwaukee County
 - 25 ○ Ordinance Chapter 97

26 C. Provide medical direction and coordination of medical care for the entire 911 emergency medical
27 services response system for Milwaukee County and provision of medical direction, supervision,
28 and online medical direction for entities such as municipalities and private EMS service providers

- 29 operating under the System;
- 30 D. Provide Medical Direction services for all divisions of OEM:
- 31 ▪ Radio Services Division;
- 32 ▪ 911 Communications Division;
- 33 ▪ Emergency Medical Services Division; and
- 34 ▪ Emergency Management Division;
- 35 E. Provide medical direction for OEM's 911 Communications Division, and to any entity such as a
- 36 municipality Public Safety Answering Point (PSAP) or private EMS service provider operating
- 37 under the System as to which the County has agreed to provide medical oversight and/or online
- 38 medical consultation services;
- 39 F. Provide medical direction and supervision for all EMS providers with which County has an EMS
- 40 agreement, including, but not limited to:
- 41 ▪ Cudahy Fire Department
- 42 ▪ Franklin Fire Department
- 43 ▪ Greendale Fire Department
- 44 ▪ Greenfield Fire Department
- 45 ▪ Hales Corners Fire Department
- 46 ▪ Milwaukee Fire Department
- 47 ▪ North Shore Fire/Rescue
- 48 ▪ Oak Creek Fire Department
- 49 ▪ St. Francis Fire Department
- 50 ▪ South Milwaukee Fire Department
- 51 ▪ Wauwatosa Fire Department
- 52 ▪ West Allis Fire Department
- 53 ▪ Milwaukee County Fire Department at General Mitchell International Airport
- 54 ▪ Milwaukee County OEM Special Events Paramedics
- 55 ▪ Air National Guard 128th Air Refueling Wing, a reserve component of the U.S Air Force
- 56 G. Provide medical direction for the Milwaukee County Parks Department Aquatics Division's First
- 57 Responder Program;

- 58 H. Provide medical direction for any and all Milwaukee County departments that participate in a
59 naloxone administration to suspected opioid overdose patients program as part of their formal
60 job duties, but which do not have a named medical director;
- 61 I. Assist OEM on matters pertaining to emergency responses to terrorism and weapons of mass
62 destruction;
- 63 J. Participate in emergency planning and oversight of OEM operations for disaster or mass casualty
64 incidents;
- 65 K. Be responsible for communication devices that are compliant with requirements of the hospital
66 notification and alerting system used by the System;
- 67 L. Assist OEM in the development of formal patient care protocols, policies, procedures, standards,
68 and guidelines necessary for the System;
- 69 M. Assist OEM in evaluating medical equipment and/or other areas of the System;
- 70 N. Consult and make recommendations to OEM regarding the collection of pre-hospital patient care
71 data sets;
- 72 O. Consult and make recommendations regarding educational programs sponsored by OEM's EMS
73 Education Section as a Community Training Center (CTC) of the American Heart Association (AHA);
- 74 P. Assist the OEM Director and/or designee(s) with performance evaluations of EMS field personnel;
- 75 Q. Assist OEM in the development of the curriculum for EMS training, scheduling of speakers and
76 instructors for continuing education sessions;
- 77 R. Evaluate and approve certification of EMS personnel and assist in the certification and re-
78 certification process with external accrediting and licensing agencies;
- 79 S. Assist OEM in the development of written and practical exams and evaluations for EMS personnel;
- 80 T. Assist OEM with providing continuing education for EMS personnel that meets State of Wisconsin
81 and National Registry of Emergency Medical Technicians (NREMT) requirements;

- U. Provide at a minimum monthly field observation of EMS operations;
- V. Meet obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- W. Act as chairperson for OEM's EMS Research Committee, ensuring all EMS research studies performed in the County of Milwaukee will be reviewed and approved consistent with OEM's EMS Research Policies & Procedures and by OEM's EMS Research Committee;
- X. Provide medical oversight to help assure all studies conducted within the System shall have approval from both OEM's EMS Research Committee and an institutional review board (IRB) accredited for federal-wide assurance (FWA) of protection of human subjects, and that said study is monitored by a Human Research Protection Program (HRPP);
- Y. Develop, submit and implement the following plans:
- *Continuous Quality Improvement Plan (CQIP)*, providing consultation and assistance in the coordination of activities of the CQIP for the System;
 - *Education Oversight Plan*, providing consultation and participate in education programs and materials for Paramedics or other students enrolled in educational programs sponsored by OEM's EMS Education Section;
 - *911 Call Center/PSAP Oversight Plan*, explaining how medical direction will be provided to any 911 Call Center or Public Service Answering Point (PSAP) with which County has a formal agreement to provide infrastructure support;
 - *Special Event Review Plan*, providing medical oversight and review of special event plans submitted to OEM on behalf of municipal and private EMS providers participating in special events as defined by DHS 110.44 and conducted within Milwaukee County;
 - *Medical Oversight of CPR Line Plan*, explaining how medical oversight, medical policies, standards, and guidelines will be managed for Dispatcher-Assisted CPR line for calls received from area PSAPs; and
 - *Medical Director Vehicle Operations Plan*, addressing how the medical director vehicle will be used in assisting the Medical Director and Associates to provide medical oversight of the System.

- 111 Z. In addition to the clinical aspects of EMS medical oversight outlined above, the Medical Director
112 and Associates will provide medical support, administrative guidance and consultation in
113 collaboration with OEM, to four core EMS functions: Continuous Quality Improvement, Data
114 Analytics, Education, and Event Medicine.
- 115 ■ The Agency will coordinate and consult with OEM in the day-to-day operations of the EMS
116 Division.
 - 117 ○ OEM will consider recommendations on personnel and be responsible for execution
118 based on the discretion of the Director of OEM.
 - 119 ○ OEM will be responsible for submitting employee annual performance evaluations as
120 recommended by Milwaukee County Human Resources.
 - 121 ○ OEM will ensure and maintain other programs, services and benefits to OEM
122 employees as necessary in the day-to-day administrative functions of the
123 Department.
 - 124 ■ The Agency will assist in the preparation, fulfillment, and implementation of contracts,
125 agreements, and understands with EMS stakeholders including, but not limited to, fire
126 departments, health providers, payors, vendors and health systems.
 - 127 ■ The Agency will develop an Annual Report in coordination with OEM for EMS Stakeholders
128 outlining system-wide performance.