

1 **Emergency Medical Services Agreement for Paramedic Services**
2 **Between Milwaukee County Department of Health and Human Services**
3 **and the City of -----**
4

5 THIS AGREEMENT entered into by and between the City of ----- and Milwaukee
6 County, both entities being governmental subdivisions of the State of Wisconsin, (hereinafter
7 referred to as "Municipality" and "County" respectively):
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9 Definitions:

10 Paramedic Transport Unit Emergency transport vehicle equipped and staffed
11 at the advanced life support (“ALS”) level, as
12 identified in State of Wisconsin Administrative
13 Code DHS 110 or current version of administrative
14 code.
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16 Paramedic First Response Unit Vehicle staffed with at least one licensed paramedic
17 that does not transport patients requiring ALS level
18 care.
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20 Full-time Unit Paramedic unit staffed 24 hours per day, seven days
21 a week.
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23 Flexible Unit Paramedic unit staffed with at least two licensed
24 paramedics but may not be staffed 24 hours per day
25 or seven days a week.
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27 Medical Direction Agency the County contracts with to provide
28 medical guidance and oversight to the EMS system.
29

30 **WITNESS:**

31
32 Whereas, the Municipality is desirous of providing paramedic emergency medical services,
33 (hereinafter referred to as "paramedic services") to its citizens and to other individuals as deemed
34 appropriate by the governing body of the Municipality and the County and its advisory
35 Emergency Medical Services Council, which coordinates care and services throughout the
36 County in a cost effective and efficient manner; and
37

38 Whereas, the scope of this paramedic service is defined in Chapter 256 of the Wis. Stats. and
39 Chapter 97 of the Milwaukee County Code of General Ordinances, which are incorporated by
40 reference into this contract to define paramedic services as if set forth herein; and
41

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

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

50 Now therefore, in consideration of the objectives of the parties and the mutual benefits accruing
51 to the parties of the contract from performance of the covenants herein made, this Agreement
52 sets forth their respective responsibilities in conjunction with the provision of paramedic services
53 within the County.
54

55 **Statement of Purpose and Relationship.** Municipalities enter into this contract with the
56 County to assure that ALS services are available twenty-four (24) hours a day, seven days a
57 week, all year, through the use of Paramedic Transport Units, Paramedic First Response Units, or
58 Flexible. Municipalities work with the Milwaukee County Fire Chiefs Association, the
59 Intergovernmental Cooperation Council, Milwaukee County and the Medical Director to assure
60 that a uniform delivery system is in place that enhances the partnership between the County and
61 Municipality, and maximizes the use of resources, while simultaneously limiting expenses.
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63 **SECTION ONE**

64 **EDUCATION**

65 **1.1 State of Wisconsin Requirements**

66
67 County will provide educational programs to meet the State of Wisconsin license
68 requirements and qualify students for participation in the National Registry Examination
69 for an Emergency Medical Technician – Paramedic. The County will provide access to
70 refresher courses, continuing education, and computer based education for individuals
71 active in the Paramedic program.
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74 **1.2 Education Center & Activities**

75 **Municipality shall:**

76 Be allowed to refer its personnel to the Milwaukee County EMS Education Center
77 (“Education Center”) for initial or continuing education. Acceptance of personnel will be
78 based on admissions criteria established by the County. The Municipality will provide
79 access to facilities, vehicles, and equipment to support supervised field experiences of
80 their students enrolled in the program.
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83 Allow students enrolled in the program and County EMS faculty access to facilities,
84 vehicles, and equipment to support supervised field experiences and training upon mutual
85 consent of the Municipality and the County.
86

87 Be allowed to refer an employee to an educational program other than the program
88 operated by the County.
89

90 County will announce a deadline for requests approximately six (6) months prior to the
91 beginning of a Paramedic class. Requests received after that deadline will be considered
92 on a case-by-case basis.

93
94 Be provided initial education, refresher and continuing education courses by the County
95 at no charge to Municipality and shall be limited to those individuals active in the system
96 as long as the Municipality is providing paramedic service as part of the County System.

97
98 Be allowed to petition the County to recognize and accept an individual the Municipality
99 hires whose paramedic education was provided by an entity other than Milwaukee
100 County, as part of the County EMS System. However, the County is under no obligation
101 to recognize or accept that individual into the Milwaukee County Emergency Medical
102 Services System.

103
104 Agree to have representatives from the Milwaukee County Association of Fire Chiefs or
105 their designees sit on the EMS Education Center Advisory Board.

106
107 Agree to reimburse the County, in specific cases, for the costs of students who do not
108 complete entry into the County EMS system as a paramedic after having utilized County
109 educational resources. Specifically, these costs relate to students that the Municipality
110 has hired with paramedic training and/or licensing, but who fail to (or choose not to)
111 complete the licensing and approval process through County, and therefore do not
112 practice in Milwaukee County. Costs include, but are not limited to, tuition, continuing
113 education conferences, and internet education user access offered by the County. In
114 general, Municipalities who are party to this contract are not responsible for the costs of
115 education for their employees who complete the licensing and County's education
116 process and who are approved to practice in the County EMS system.

117
118 Agree to abide by the current State of Wisconsin Administrative Code DHS 110, or
119 current version of the administrative code, in relation to field preceptor requirements.

120
121 Agree to take necessary efforts to ensure that active paramedics within their fire
122 department are in good standing relative to the required system benchmarks. Will work
123 with the County EMS Education Center to develop a benchmark remediation plan that
124 provides for timely remediation of paramedics not obtaining required benchmarks within
125 the established benchmark periods.

126
127 **County shall:**

128 Inform the Municipality of the size of the upcoming EMT/Paramedic class at least ninety
129 (90) days before the start of the class. If the County offers an EMT/Paramedic class it
130 will schedule an EMT/Paramedic class to begin on a date set by the County and agreed to
131 by the Municipality and complete the class offered.

132
133 Provide education to the referred and accepted staff of the Municipality up to the
134 following levels: 1) training and educational opportunities, on a space available basis as
135 determined by the County, 2) access to refresher courses for individuals active in the

136 paramedic program, 3) access to continuing educational programs to individuals active in
137 the paramedic program, and 4) access to computer based education for individuals active
138 in the paramedic program.

139
140 Have full discretion in the establishment of methodologies to assess a petition and to
141 establish review and acceptance criteria regarding individuals educated by other non-
142 County programs. County agrees to meet annually to explore the continuing education
143 schedule and methodologies used to deliver education. County agrees to have
144 representatives from Municipality fire departments be represented on the EMS Education
145 Center Advisory Board.

146
147 Allow paramedics hired by the Municipality and not educated through the County EMS
148 Education Center (“transfer paramedics”), to participate in all educational opportunities
149 while that paramedic completes their probationary period and receives an orientation to
150 the County EMS system. MCEMS will assist municipalities in credentialing transfer
151 paramedics to be able to practice within the Milwaukee County system as quickly as
152 possible.

153
154 Once obtained, maintain accreditation from the Committee on Accreditation of Education
155 Programs for EMS Professionals (“CoAEMSP”) in accordance with the directive by the
156 National Registry of EMTs, including that candidates taking the NREMT exam must
157 graduate from a CoAEMSP accredited education institution.

158
159 Have the authority to set parameters on benchmarks and remediation plans to ensure
160 patient safety and system integrity.

161
162 **1.3 Service Commitment**
163 Personnel educated through the Education Center must complete three (3) years of ALS
164 service. Personnel who desire to leave the program may only do so with the approval of
165 the County and the respective Fire Chief.

166
167 **1.4 Licensing**
168
169 **Municipality shall:**
170 Assure that paramedic students who fail their licensing exam will retake the exam within
171 one (1) month of notification of exam results. Extenuating circumstances will be
172 considered on a case-by-case basis.

173
174 **County shall:**
175 Require as of July 1, 2010 that all paramedics who are currently a National Registry
176 EMT-P (NREMT-P) maintain their NREMT-P status in order to continue to practice in the
177 County EMS system. Any paramedic obtaining their NREMT-P certification after July 1,
178 2010 are also be required to maintain their certification while providing paramedic level
179 care as part of the County EMS system.

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1.5 EMS Liaison

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

1.6 Student Health & Background Check

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

1.7 Student Ride-along

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

1.8 Research

Municipality shall:

Agree to participate in research as determined by the County Research Committee. This could include, but is not limited to, enrolling patients, data collection and educational sessions. Municipalities shall have a minimum of one representative of all Municipalities on the County Research Committee. Municipalities are not responsible to fund equipment, medications or education that is related to a County sponsored or County approved research study. Municipalities shall be notified as early as practical, of research projects that utilize employees of the host municipality. This notification shall be provided as part of the Milwaukee County Association of Fire Chiefs’ monthly meeting EMS Committee report. Municipal Chiefs shall be included in discussions related to costs, study timeframes, impacts of concurrent research projects and other relevant issues via participation on the MCEMS Research committee’s quarterly meetings.

County shall:

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

Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study that is conducted by the EMS agencies within the county of Milwaukee. All

228 avenues to recover and reimburse these costs will be explored by the organization
229 requesting the research study within the research grant’s legal and ethical constraints.
230 Research protocol education and training will be integrated into existing State EMS
231 office mandated continuing education programming whenever possible.
232

233 Assure that all studies conducted within the County EMS system have Institutional
234 Review Board (IRB) approval from an approved IRB.
235

236 Assure that indirect costs of research such as, but not limited to, meeting attendance,
237 protocol compliance and quality improvement efforts will be based on a mutually agreed
238 upon exchange of services and payment between the County and the principle
239 investigator of the study. County will pass along to the Municipality the exchange of
240 services or payments received.
241

242 Evaluate financial or in-kind commitment of the organization requesting a research study
243 that is conducted by the EMS agencies within the county of Milwaukee in the event that
244 supplemental payment is not included in the yearly-adopted budget and incidental costs
245 per transport fees are not included in this budget.
246

247 All EMS research studies performed in the county of Milwaukee will be reviewed and
248 approved consistent with the County EMS Research Policies and Procedures and by the
249 County EMS Research Committee. County shall invite the Municipality into discussions
250 regarding potential and proposed studies as early as possible regarding research
251 protocols. County shall hold quarterly research committee meetings and invite
252 Municipalities to attend.
253

254 SECTION TWO

255 SYSTEM MANAGEMENT

256 2.1 Operations

257 2.1.1 Medical Direction & Oversight

261 **Municipality shall:**

262 Agree that the County’s Medical Direction shall manage the EMS Program in
263 accordance with all applicable requirements of federal, state and local laws, rules
264 and regulations.
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266 Agree that County’s Medical Direction, per Wisconsin Administrative Code
267 DHS110, shall provide medical oversight for paramedics providing services under
268 the program.
269

270 Recognize that the Paramedics are performing under the delegated practice of the
271 Medical Director and as such recognize that the Medical Director has sole
272

273 responsibility for establishing standards, medical protocol and practice privileges
274 in the County EMS system.

275
276 Agree the Medical Direction shall develop formal patient care protocols, policies,
277 procedures, standards and guidelines necessary for the County's EMS Program.
278

279 Agree the Medical Direction shall act as an advisor, assisting and consulting with
280 the County on the scope of services for patients and medical equipment or
281 supplies used in the performance of medical procedures within the program
282 and/or other areas of the program as determined by the Director and/or its
283 designee.

284
285 Agree to provide paramedic service following protocols, standards of care, and
286 utilization of the EMS Communication Base under the direction of the EMS
287 System's Medical Direction.
288

289 Agree to the provision of medical direction and coordination of medical care for
290 the ALS 911 emergency response system for the County and provision of medical
291 direction, supervision and on-line and off-line medical direction.
292

293 Have access to Medical Direction for special operation teams, (e.g. Tactical EMS
294 Service providers ("TEMS). If the Municipality chooses to use the County's
295 Medical Direction for special operations teams, the Municipality will notify
296 Medical Direction of the training curricula and be responsible for maintaining
297 training records.
298

299 **County Shall:**

300 Provide on-line and off-line medical direction and medical oversight for
301 municipal employees active in the provision of paramedic services. The Medical
302 Director has complete discretion regarding the acceptance of any individual,
303 whose practice falls under the Medical Director's license, including the ability to
304 withhold, suspend or terminate an individual's involvement in the County EMS
305 System. The authority of the Medical Director is recognized on issues related to
306 patient care and privileges of medical control for all paramedic and/or Paramedic
307 First Response Units operating under the Medical Director's license. Medical
308 Direction will be applied to Municipality ALS units when responding to locations
309 outside of the County borders when that response is part of an organized EMS
310 plan.
311

312 Have the authority, independent of the Medical Director, to counsel paramedics as
313 needed on patient care issues, proper use of patient standards of care and
314 educational issues. County will communicate to the employing Municipality the
315 need to counsel a paramedic.
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317 Provide on-line and off-line medical direction and oversight for Municipality
318 employees active in the provision of paramedic and TEMS services.

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2.1.2 Paramedic Response

Shall occur in accordance to the terms listed in the Definitions and the “Statement of Purpose and Relationship” contained on pages 1 and 2 of this Agreement.

2.2 Communications

2.2.1 Communications Center

The County shall provide and maintain a central communication center for coordination of field unit activities, system communications and medical direction to the paramedic units or other EMS 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 State of Wisconsin Administrative Code 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.

2.3.2 Medical Inventory, Equipment & Supplies:

Municipality shall:

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

Assume the liability imposed by law and hold harmless the County for the negligent operation of Municipality vehicles and equipment.

Assume all risk, responsibility, and liability for replacement of County-owned equipment on paramedic and Paramedic First Response Units when the equipment is lost and/or damaged due to an act of negligence on the part of Municipality employees. Negligence is defined as the “omission or neglect of reasonable care, precaution or action.” An appeal process shall be created to arbitrate questions of responsibility for damaged or lost County equipment should the Municipality disagree with County’s decision. The Municipality will not be held liable for defects in equipment purchased by the County.

Assume financial responsibility for repair costs of County-owned equipment through a reduction in the monthly payment to the Municipality for equipment and supplies.

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Be involved with the County in the planning for the replacement of equipment the County is responsible for purchasing (e.g. Cardiac Monitors) and for County equipment requiring the use of disposable supplies the Municipality is responsible for providing (e.g. EZ IO drills and needles)

County shall:

Purchase cardiac monitor-defibrillator equipment and communication equipment necessary to transmit voice and ECG data on Paramedic Transport Units, as the cardiac monitor-defibrillators are extensions of the EMS Communications Center. The number of cardiac monitors and communication equipment the County purchases will be based on the annual financial means of the County, and in cooperation with Municipalities for the quantity and locations of replacement equipment. The number of cardiac monitors purchased by the County will be limited to an equal number of transporting paramedic units in the EMS system on the date of execution of this agreement, pursuant to past practices. The County shall consult the Municipality, with adequate advanced notice with considerations to the Municipality budgets, for the planned replacement of equipment that is within the County’s financial responsibility.

The cardiac monitor-defibrillator and paramedic radio communication system shall be standard throughout the system and shall be ordered through County’s Emergency Medical Services. The County will provide routine maintenance checks of County owned equipment and furnish replacement units when necessary as determined by the County.

Provide for delivery of supplies ordered from Milwaukee County EMS or Froedtert Hospital to the municipalities.

Whenever fiscally able, purchase a sufficient number of spare equipment units which the County is responsible for that will allow for the municipality to properly function while equipment is out for repair.

2.4 Policy and Practice

2.4.1 State of Wisconsin Requirements

Municipality shall:

Agree that Emergency Medical Technician-Paramedics (EMT-P) shall be scheduled during any twenty-four (24) hour shift in a manner that meets State staffing requirements as identified in DHS 110.

County shall:

Take the appropriate steps to have the regional emergency medical services plan and the County’s Education Center approved by the Wisconsin Department of

410 Health and Family Services. This will include meeting data reporting
411 requirements to the Wisconsin EMS Ambulance Reporting System.
412

413 **2.4.2 Operating Standards**

414 The Municipality is responsible for the operation of paramedic unit(s) and first
415 response paramedic unit(s) to meet the Criteria and Standards of the Milwaukee
416 County Council on Emergency Medical Services and the content of the Standards
417 Manual of the Milwaukee County Emergency Medical Services System. This
418 includes the following: Standards of Care, Standards for Practical Skills, Medical
419 Protocols, Operational Policies, Medical Standards for Special Operations;
420 Contractor's Manual and Dispatch Guidelines.
421

422 **2.5 Responses**

423 **2.5.1 First Response Units**

424 Paramedic First Response Units are operated by the Municipality and are to be
425 compliant with State statutes and County requirements. Municipality will not
426 transport a patient who has received ALS services in any vehicle other than a
427 Paramedic Transport Vehicle unless special conditions warrant immediate
428 transport as identified in Milwaukee County EMS policy.
429

430
431 The Municipality will not enter into situations pertaining to the provision of
432 paramedic level services that detract from the primary service area, including, but
433 not limited to, special events without the approval of County EMS and the
434 Medical Director.
435

436 The Municipality may not, without authorization from the County, the County's
437 Medical Director, the EMS Council, the Fire Chief of the affected Municipality,
438 and other parties to this Agreement, arrange for some or all of the ALS services to
439 be provided by one or more private ambulance provider(s).
440

441 The Municipalities agree that as participants to this Agreement they mutually
442 consent to provide backup, as may be required, to achieve the response zone and
443 backup requirements as established by Milwaukee County Fire Chiefs and
444 approved by the Medical Director.
445

446 **2.5.2 Mutual Aid**

447
448 All paramedic transport units must be documented in the Mutual Aid agreements.
449

450 **Municipality:**

451 Is encouraged, but not required, to execute mutual aid agreements with other
452 Municipalities adjacent to the political boundaries of the Municipality for ALS
453 services to be provided by a Paramedic First Response Unit to assure the
454 availability of more comprehensive coverage. The available ALS units in service
455 must be documented in the Mutual Aid agreements similar to a Mutual Aid Box

456 Alarm System (MABAS). This flexibility shall not significantly compromise the
457 local 911 ALS responses to the Municipality.
458

459 Municipality may execute an ALS response agreement with other Municipalities
460 adjacent to the political boundaries of the Municipality but outside the political
461 boundaries of the county of Milwaukee for ALS services and, during the course of
462 this contract, provide paramedic or Paramedic First Response Unit services to
463 citizens or other individuals within that service area. The Municipality providing
464 the service will retain the revenues earned. The flexible use of ALS units must
465 address ALS response times within established response zones.
466

467 **County shall:**

468 Agree to the flexible use of paramedic units for the purpose of providing all levels
469 of care and transport. The County shall be a party to all discussions regarding the
470 establishment of Mutual Aid Agreements and prior to the execution of any such
471 agreement between a Municipality and a neighboring community outside of the
472 county of Milwaukee, the County shall be consulted to assure that the service
473 provision to County residents shall remain a top priority and that the impact of the
474 Mutual Aid agreement continues to meet the needs of the County. Mutual Aid
475 Agreements shall include indemnification and insurance language sufficient to
476 protect the County and its agents from any liability and recognize the rights and
477 control of the County's Medical Director.
478

479 **2.6 Finances**

480
481 **2.6.1 Rates**

482 The Municipality has the right to set policies, rates and charges for paramedic
483 services and address other operational issues as determined by usual and
484 customary rates set forth as established by local, state and federal guidelines.
485 These include, but are not limited to, establishment of charges for paramedic
486 services and the authority to bill such charges according to policies and
487 procedures established by the Municipality.
488

489 **2.6.2 Billing**

490 The Municipality performing paramedic service shall bill users in accordance
491 with local, state and federal guidelines. The Municipality shall retain paramedic
492 revenue earned to cover the cost of providing paramedic care. The County shall
493 not be held fiscally responsible for the inability to collect any revenues,
494 contractual allowances or other write-offs for individual accounts associated with
495 those invoices for services.
496

497 **2.6.3 Payments**

498 In order to standardize equipment and supplies in the EMS system, and support
499 the efficiency of inventory management, the County will reimburse Municipalities
500 for incurred incidental costs at a flat rate of thirty dollars (\$30.00) per paramedic
501 unit transport. Payments will be based on the actual number of paramedic unit

502 transports used by the Municipality during the contract period, on a schedule
503 determined by the County. The maximum reimbursement by County on an
504 annual basis to all Municipalities shall not exceed five hundred thousand dollars
505 (\$500,000.00).

506
507 Quarterly payments to the Municipality for net Tax Refund Intercept Program
508 (“TRIP”) revenues collected by the County’s TRIP for dates of service after
509 January 1, 2004 shall be reduced by the County for expenses incurred by the
510 County on behalf of the Municipality. Should the Municipality not utilize the
511 County TRIP, or should the amount of TRIP distributions not exceed the
512 expenses, the Municipality shall be billed directly for the expenses incurred by the
513 County for repair and maintenance of cardiac monitor/defibrillators, radios,
514 medical supplies and ALS run reports.

515
516 The County shall include in its adopted annual budget for the four (4) year length
517 of this Agreement, funds of not less than one million five hundred thousand
518 dollars (\$1,500,000.00) per calendar year as a result of the Municipality meeting
519 performance measures. Each Municipality will be eligible for their portion of the
520 payment upon meeting the performance measures found in Appendix “A”. The
521 payment of said funds will be done according to a distribution formula developed
522 by the Intergovernmental Cooperation Council (ICC) of Milwaukee County.
523 Following notification by the ICC of the distribution formula, the County shall
524 submit a letter to the Municipality indicating the timing and amounts of any such
525 payments. **(Insert name of municipality here***) would receive \$ per the**
526 **ICC equation .**

527 528 **2.7 Data and Information Technology**

529 530 **2.7.1 Data Collection**

531 **Municipality shall:**

532 Cooperate in the collection of data necessary to provide information or other data
533 regarding paramedic and/or paramedic first response services as set forth in this
534 agreement. This includes, but is not limited to, the following: 1) make available
535 to the County the Emergency Medical Service patient care records within ten
536 business days of the run for paper records and within 72 hours for electronic
537 records, 2) respond to all Quality Improvement (CQI) inquiries from the County
538 in the timeframe established by County, 3) submit patient care record information
539 which meets County data dictionary requirements in a format that is recognized
540 by County’s database and does not alter County’s process and ability to store,
541 search and perform quality data checks and prepare reports, and 4) automate the
542 daily export of electronic patient care records to a County designated FTP (file
543 transfer protocol) server.
544
545

546 Maintain the electronic capacity to upload ECG data in a format required by the
547 County. Suggested requirements include: Quad Core processor and 6GB of
548 memory (if fire department wants to run other applications on this computer).
549

550 Be responsible for submitting data to the Wisconsin Ambulance Run Data System
551 (WARDS) that meets data reporting regulations as outlined by the State of
552 Wisconsin EMS Office as well as submitting the same data to County in the
553 National EMS Information System (NEMSIS) format plus any data dictionary
554 elements that are unique to the County and not in the NEMSIS data dictionary if
555 the Municipality chooses to develop an alternative method of data collection,
556 electronic patient care record (ePCR).
557

558 Shall inform County before developing, implementing or maintaining alternative
559 methods of data collection. Upon ePCR development, provide a single software
560 license to County for viewing the field bridge software used by the Municipality
561 for ePCR collection. Consult County when seeking an alternative ePCR template
562 development. Include County EMS management in the development of and
563 attendance at initial ePCR documentation training sessions by chosen software
564 Vendor.
565

566 Shall be the custodian and be responsible to warehouse legal copies of paper
567 patient care records or ePCR.
568

County shall:

569 Provide information technology (IT) assistance to enable the Municipality to
570 upload ECG monitor data to the County's data collection system. County shall
571 continue to provide Municipalities with ECG software required to upload and
572 view ECG files.
573

574
575 Be responsible for acquiring and storing the emergency medical service patient
576 care data from the Municipalities and making data available to the Municipalities
577 upon request.
578

579 Submit data to WARDS that meets data reporting regulations as outlined by the
580 State of Wisconsin EMS office for those municipalities using paper patient care
581 records.
582

583 Should the County choose to develop an alternative method of data collection that
584 will require special equipment, programming and/or technical support to transmit
585 data and perform quality checks, the County will be responsible for any and all
586 costs incurred by the Municipality for such programming, equipment and
587 technical support.
588

589 Make County staff available for consultation to the Municipality developing,
590 implementing, or maintaining an alternative method for of data collection.
591

592 Support those Municipalities using alternative data collection methods, e.g. ePCR,
593 by providing the programming necessary to convert NEMSIS standard compliant
594 data submitted by the Municipality to County into a format recognized by the
595 County's database.

596
597 Refer any requests for official copies of PCR to the Municipality.

598
599 **2.7.2 Reporting**

600
601 **Municipality shall:**
602 Agree to meet the reporting requirements established by the County pertaining to
603 any Emergency Medical Service provision as established in this Agreement. The
604 Municipality agrees to comply with standards of response time, data collection,
605 quality assurance, performance improvement and other operational issues as
606 established by Milwaukee County EMS to meet the operational needs of the
607 program and/or as established by Chapter 97 of the Milwaukee County Code of
608 General Ordinances, and reviewed and approved by the County's Emergency
609 Medical Services Council.

610
611 If using an alternative method of gathering data, e.g. electronic patient care record
612 (ePCR) data, the Municipality agrees to upload electronically collected data,
613 ECG, blood pressure, end-tidal CO₂, and vital sign data to the County on a
614 mutually agreed upon schedule. The Municipality also agrees to upload
615 electronically collected patient care record (ePCR) data to the Wisconsin
616 Ambulance Run Data System (WARDS).

617
618 Grant the County the authority to access the Municipality/Vendor patient care
619 database to view and print images of ePCRs.

620
621 **County shall:**
622 Agree to support the computer servers, FTP and ePCR database servers necessary
623 to receive ECG and ePCR data. The County will provide the software necessary
624 for the Municipality to upload the ECG data at no cost to the municipality.

625
626 Grant Municipality authority to access the County patient care database to view,
627 print and run reports in County's patient care database.

628
629 Refer all requests for copies of the legal patient care record to the Municipality.

630
631 **2.7.3 Uploading of Electrocardiogram (ECG) Data**

632
633 **Municipality shall:**
634 Upload ECG data obtained as part of the patient care record to the County ECG
635 server in a format defined by the County EMS management on a daily basis at a
636 minimum.

637

638 **County shall:**
639 Provide computer server capable of receiving uploaded ECG files. In addition
640 County will provide back-end support to receive ECG files.
641

642 **2.7.4 Video Conferencing**

643

644 **The Municipality & County EMS management shall:**

645 Continue to work towards a video conferencing system that meets the needs of all
646 involved.
647

648 **2.8 Quality Management**

649

650 **2.8.1 Performance Improvement**

651 Municipality agrees the County's Medical Direction shall act in consultation and
652 assistance in the coordination of activities of the Quality Assessment and
653 Assurance Program for the EMS Program.
654

655 Personnel of County's Emergency Medical Services shall have access to and are
656 authorized, at the discretion of the EMS Director and/or Medical Director, to
657 conduct periodic evaluation tours of operational paramedic and/or paramedic first
658 response units for continuous quality improvement projects, training, or special
659 studies and/or projects.
660

661 **2.8.2 Performance Measures**

662

663 **Municipality shall:**

664 Participate in a Performance Measurement Initiative (PMI) program established
665 through a Consensus Development Process (CDP). The Municipality, County and
666 Medical Director shall be members of the CDP.
667

668 Participation in the PMI is a requirement to receive the performance measure
669 payment from Milwaukee County listed in section 2.6.3 (Payments). The CDP
670 will establish criteria to determine levels of accomplishment. Municipalities, who
671 do not receive any of the performance measure payments, are required to meet the
672 PMI requirements to in order to maintain medical control and system practice
673 privileges for their paramedics.
674

675 The PMI is included in Appendix 1 of this Agreement.
676

677 **County shall:**

678 Work with the Municipality as well as the Medical Director to establish
679 performance measures through a CDP that the Municipality fire department has
680 control over, are achievable and measurable.
681

682 **2.9 Insurance; Indemnification; Audit**

683

684 **2.9.1 Insurance and Indemnification**

685 Pursuant to law, an obligation to pay damages because of injury to any person
686 arising out of the rendering or failing to render emergency medical services by its
687 paramedics and for the worker's compensation coverage of its paramedics, shall
688 be the responsibility of the Municipality, it being understood and agreed that said
689 paramedics are the employees of the Municipality for whom they work and are
690 not the agents of Milwaukee County.

691

692 Municipality shall protect, indemnify, hold harmless and defend the County
693 against any and all claims, demands, damages, suits, actions, judgments, decrees,
694 orders, and expenses, including attorney's fees, for any bodily injury or property
695 damage arising out of any wrongful, intentional or negligent acts or omissions, or
696 from any cause, on the part of said paramedics.

697

698 **2.9.2 Audit and Compliance with Fraud Hotline Bulletin**

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

706

707 **2.10 Authority**

708

709 **2.10.1 Non-discrimination, Affirmative Action, Equal Opportunity and the Fair
710 Labor Standards Act**

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

717

718 **2.10.2 Article and Other Headings**

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

722

723 **2.10.3 Governing Law**

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

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2.10.4 Authorization

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

2.10.5 Amendments

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

2.10.6 Entire Contract

This Agreement, specified Appendices and other agreements or documents specified herein shall constitute the entire contract between the parties and no representations, inducements, promises, agreements, oral or otherwise as it pertains to the County’s obligations for fiscal support to the Municipality Fire Department(s) and/or Fire Department, Inc. regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto. Any and all other existing agreements, cost sharing agreements or contracts pertaining to the provision of paramedic service between the County and the Municipality shall be considered void

2.10.7 Health Insurance Portability and Accountability Act (HIPAA):

The Municipality and the County 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, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of Municipality services provided hereunder. In conformity therewith, the Municipality and the County agree that they will:

2.10.7.1 Municipality shall:

Provide a Notice of Privacy Practice to all patients serviced by the paramedic system.

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

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

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

772 Report to Milwaukee County EMS any use or disclosure of the
773 PHI not provided for by this Agreement of which the Municipality
774 becomes aware;

775
776 Assure that any agents or subcontractors to whom the Municipality
777 provides PHI, or who have access to PHI, agree to the same
778 restrictions and conditions that apply to the Municipality with
779 respect to such PHI;

780
781 Make PHI available to Milwaukee County EMS and to the
782 Individual who has a right of access as required under HIPAA
783 within thirty (30) days of the request;

784
785 Notify Milwaukee County EMS of any amendment(s) to PHI and
786 incorporate any amendment(s) to PHI at the request of Milwaukee
787 County EMS or the Individual who has a right of access as
788 required under HIPAA;

789
790 Upon patient request, provide an accounting of all uses or
791 disclosures of PHI made by the Municipality as required under
792 HIPAA privacy rule within sixty (60) days;

793
794 Make its internal practices, books, and records relating to the use
795 and disclosure of PHI available to the Secretary of the Department
796 of Health and Human Services for purposes of determining the
797 Municipality's and Milwaukee County EMS's compliance with
798 HIPAA.

799
800 **2.10.7.2 County shall:**
801 Use appropriate safeguards to prevent use or disclosure of the PHI
802 except as permitted by this Agreement;

803
804 Mitigate, to the extent practicable, any harmful effect that is known
805 to the County of a use or disclosure of PHI by the County in
806 violation of this Agreement;

807
808 Make its internal practices, books, and records relating to the use
809 and disclosure of PHI available to the Secretary of the Department
810 of Health and Human Services for purposes of determining the
811 Municipality's and Milwaukee County EMS's compliance with
812 HIPAA

813
814 **2.10.7.3 PHI in relation to termination of agreement**
815 At the termination of this Agreement, all PHI received from, or
816 created or received by the Municipality on behalf of the County
817 EMS, will not require return or destruction, as the Municipality

818 itself is a covered entity under HIPAA, and the PHI will be
819 required for the proper management and administration of the
820 Municipality in the absence of this Agreement.

821
822 Notwithstanding any other provisions of this Agreement, this
823 Agreement may be terminated by the County EMS, in its sole
824 discretion, pursuant to section 2.10.2, if the County EMS
825 determines that the Municipality has violated a term or provision
826 of this Agreement pertaining to the County EMS service
827 obligations under the HIPAA privacy rule, or if the Municipality
828 engages in conduct, which would, if committed by the County
829 EMS, result in a violation of the HIPAA privacy rule by the
830 County EMS.

831
832 **2.10.7.4 Uses and disclosures of PHI**

833 The specific uses and disclosures of PHI made by the Municipality
834 on behalf of Milwaukee County EMS include:

835
836 Review and disclosure of PHI as required for treatment, payment
837 and health care operations;

838
839 Disclosures of PHI upon request as permitted by Wisconsin State
840 statutes and the Federal privacy rule;

841
842 Uses required for the proper management and administration of the
843 Municipality as a business associate and;

844
845 Other uses or disclosures of PHI as permitted by HIPAA privacy
846 rule.

847
848 **2.11 Term, Renewal and Termination**

849
850 **2.11.1 Term**

851 This agreement shall be effective from January 1, 2013 until December 31,
852 2016. If the parties to this agreement fail to renegotiate this Agreement prior
853 to December 31, 2016, then this agreement shall automatically be extended
854 for one (1) additional year on the same terms and conditions.

855
856 **2.11.2 General Termination**

857 Either party may terminate the Agreement without cause by serving a sixty
858 (60) day notice via certified mail in the event of passage and signing of a
859 resolution by the respective governing body declaring the intention of ending
860 the provision of paramedic services or withdrawing support from the
861 paramedic program. Material breach of any provision of the contract,
862 including but not limited to the Municipality's provision of Emergency
863 Medical Services data to the County, by either party may serve as grounds for

864 termination of the contract. In the event of a breach of contract, the offending
865 party shall have thirty (30) days from the date notice has been given to correct
866 the situation. If the offending situation is not corrected at the end of the thirty
867 (30) day period, the contract shall be considered void sixty (60) days from the
868 original date of notification and any further obligations on behalf of the
869 Municipality and/or the County are terminated.
870

871 **2.11.3 Termination by the County in Critical Service Situations:**

872 In recognition that the paramedic program operates to provide health and
873 safety services to all county residents and that situations may arise which
874 would prohibit the delivery of these services, thereby jeopardizing the health
875 and safety of county residents, the County may, at the discretion of the
876 Medical Director, suspend this contract on twenty-four (24) hours notice
877 whenever a situation occurs which, in the judgment of the Medical Director,
878 would prohibit the Municipality from fulfilling its responsibility to provide
879 services to residents at the level mandated by the EMS program and which
880 cannot be corrected within a twenty-four (24) hour time span. For the
881 purposes of this section, situations which might interrupt the delivery of
882 services to residents include, but are not limited to, acts of nature, acts of the
883 Municipality or its employees or any other action which would reduce the
884 availability of trained and authorized paramedics and/or EMTs. In the event
885 the Medical Director determines a situation exists which jeopardizes the
886 health and safety of county residents and which warrants execution of the
887 County's right to suspend the contract under this section, the Medical Director
888 shall perform the following:
889

890 The Medical Director shall inform the Municipality in writing of the situation
891 jeopardizing the safety and health of county residents and the intention of the
892 County to suspend the Paramedic contract for services within twenty-four (24)
893 hours unless the situation can be addressed and corrected within a time span
894 not to exceed twenty-four (24) hours from the time of notification. This
895 notification shall include the date and exact time of suspension and shall be
896 delivered to the Municipality in a manner that insures receipt of notification.
897

898 The Medical Director shall inform the County Executive's Office, the Chair of
899 the Committee on Health and Human Needs, the Director of Health and
900 Human Services and the Director of County's Emergency Medical Services of
901 the decision to suspend the contract under this section and provide a
902 justification of the action and the anticipated actions required to insure
903 continuous delivery of services to county residents. A full report of the
904 situation shall be provided to the Municipality and made available for the
905 County Board of Supervisors and the County Executive within a ten (10) day
906 period following the execution of the County's right to suspend the contract
907 under this section. This report shall include, but not be limited to, the
908 situation which warranted the suspension of the contract, the actions of the
909 Medical Director to insure delivery of services to residents once the contract

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

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

Draft 1-10-20

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For the City of -----:

Mayor Date

City Clerk Date

For the County:

Hector Colon Date
Director DHHS

Paula Lucey, Administrator Date
Behavioral health Division

Kenneth Sternig Date
Program Director
Emergency Medical Services

Date
Risk Management

Corporation Counsel Date
(Approved as to Form and
Independent Contractor Status)

DBE Date
Complies with Chapter 42

