

MILWAUKEE COUNTY

MASTER INTERGOVERNMENTAL AGREEMENT



**For Provision of Emergency Medical Services
for
Agency Name**

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3 PREAMBLE

This **MASTER INTERGOVERNMENTAL AGREEMENT** (the “**Agreement**”) is dated **January 1, 2026** (the “**Effective Date**”) and is between the **Office of Emergency Management (“OEM”), Emergency Medical Services Division (“EMS”) of Milwaukee County**, a Wisconsin municipal body corporate located at 901 N. 9th Street, Milwaukee, WI 53233 (the “**County**”), and _____, a _____ located at _____ (the “**Agency**”).

The Agency and the County are referred to as the “**Parties**” throughout this Agreement.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

4 DEFINITIONS

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

Figure 4-1: Definitions

Term	Definition
Department	A subunit of Milwaukee County government established by law or executive authority and tasked with the performance of a specific public function or service. For example, the Department of Administrative Services (“ DAS ”) or Department of Health and Human Services (“ DHHS ”). Departments may be comprised of one or more divisions or subunits assigned to particular functions within the overall mission of the Department, such as the Procurement Division of DAS or Children, Youth, and Family Services Section of DHHS.
Emergency Condition(s)	A sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both.
EMS Services	Emergency Medical Services provided to constituents and visitors within Milwaukee County by the Agency under this Agreement.
Federal	The Federal government of the United States as established by the U.S. Constitution and operating under constitutional authority, including the branches of government (executive, legislative, and judicial), and the laws, courts, and agencies created at the national level.
Hazardous Situation	A situation that creates a level of threat to life, property, health or the environment.
MCCO	The Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances
Milwaukee County	May also be called “County”. A county located in the State of Wisconsin, United States with its county seat in the city of Milwaukee. For purposes of this Agreement, the County includes the Milwaukee County municipal body corporate , all Departments and Divisions of that body, and any elected officials of that body.
OEI	The Office of Economic Inclusion, division of Milwaukee County’s Department of Administrative Services (DAS) which designs, implements, monitors and enforces Milwaukee County’s targeted, small, and Disadvantaged Business Enterprise (DBE) programs.
Risk	The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county’s contractual obligations.

Figure 4-1: Definitions

Term	Definition
State	The State of Wisconsin and all the Departments thereof, which on May 29, 1848, became a sovereign governmental entity and the 30 th state of the United States with all the rights, powers, and privileges of a public body corporate which allow it to function in the public interest. The State of Wisconsin is located in the Great Lakes region of the Midwest United States, bordered by Minnesota to the west, Iowa to the southwest, Illinois to the south, Lake Michigan to the east, and Lakes Superior and Michigan to the north. The state capitol is Madison.

When a term is not defined in this Section, within the body of this Agreement and any Exhibits to this Agreement, the Parties shall first refer to the definitions of such terms as stated in the most current edition of [Black's Law Dictionary](#), second to the definitions as published in the [Milwaukee County Terms In Use Guide](#), third to the most current edition of the [Oxford Dictionary of English](#), and last to common-use definitions in the year of execution of the Agreement.

5 ORDER OF PRECEDENCE; STRUCTURE

5.1 ORDER OF PRECEDENCE

The Agreement includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the Agreement and the terms of any exhibits, attachments, or amendments to the Agreement:

- 5.1.1 This Master Intergovernmental Agreement
- 5.1.2 The Insurance Requirements Form (Exhibit A)
- 5.1.3 EMS Subsidy Calculation (Exhibit B) and
- 5.1.4 Any addenda, amendments, or attachments to this Agreement, which shall have precedence in the order they are attached.

The Parties intend that the various Agreement documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between Agreement documents.

6 SCOPE OF SERVICES

6.1 MILWAUKEE COUNTY'S OBLIGATIONS

6.1.1 REGULATORY

Milwaukee County shall comply with all applicable requirements outlined in Wisconsin State Statutes Chapter 256 and DHS 110, DOT 309, and the Milwaukee County Code of Ordinances Chapter 97.

6.1.2 EDUCATION

Milwaukee County shall provide continuing education for all EMS Clinician service levels to all municipalities in order to ensure EMS Clinicians and the Agency maintain Wisconsin State EMS licenses as well as NREMT certifications. The County shall collaborate with the Agency to create the most efficient means possible to deliver educational services

described in this Agreement, with the intent to ensure provider departments are able to provide EMS services to their assigned response area(s) while also balancing the County's access to education resources.

Milwaukee County reserves the right to:

- 6.1.2.1** provide services detailed in this section either through County employees or contractors and
- 6.1.2.2** temporarily limit class enrollment and change or cancel class scheduling based on resources to include incidental staffing issues.

The County shall ensure education programs meet the State of Wisconsin license requirements and qualify EMS Clinicians for renewal in the National Registry of Emergency Medical Technicians – NREMT. The County will employ Clinician Development Units (CDU) vehicles to bring education to the system and gain an understanding of operations to develop guidelines, policies and procedures.

6.1.2.3 REQUESTING SERVICES

Agency requests for initial EMS education at any licensing level will be handled through a separate amendment between Milwaukee County and the Agency. The Agency may request specialized EMS Education outside of continuing education on a fee for service basis.

6.1.3 MEDICAL DIRECTION

Milwaukee County shall provide online and offline medical direction to the Agency to include formal patient care protocols, policies, procedures, and standards, as well as medical oversight of all Agency employees active in the provision of EMS Services.

6.1.4 CAPITAL EQUIPMENT

Milwaukee County shall provide and maintain certain capital equipment as follows:

- 6.1.4.1** Provide maintenance services for:
 - 6.1.4.1.1** The current inventory of cardiac monitor-defibrillator equipment and HIPAA-compliant communications equipment necessary to transmit voice and electrocardiogram (“ECG”) data on any transporting ambulances as defined in Wisconsin Administrative Code, Department of Health Services, DHS Section, 110.50.
 - 6.1.4.1.2** The current inventory of blood coolers. The County maintains the right to relocate these coolers as needed to optimize patient care in consultation with the hosting municipality.
- 6.1.4.2** Provide logistical tracking software for blood coolers to comply with ABBA requirements.
- 6.1.4.3** Perform Capital replacement of cardiac monitors and communication equipment based on the annual budgetary appropriations of the County. The County shall consult the Agency, with adequate advanced notice of at least 18 months, to coordinate the planned replacement of capital equipment that is within the County's financial responsibility. Milwaukee County will maintain a reserve stock of cardiac monitors for loan upon request and as available. Replacement of the current inventory of cardiac monitor-defibrillator equipment and communications equipment shall be in accordance with the number of ambulances in each municipality as provided in Figure 6-1, below:

Figure 6-1: Med Units by Agency

Name of Fire Department	Transporting ALS units
128th Air National Guard	0
Cudahy Fire Department	1
Franklin Fire Department	3
Greendale Fire Department	2
Greenfield Fire Department	2
Hales Corners Fire Department	0
Milwaukee County Fire Department	0
Milwaukee Fire Department	14
North Shore Fire / Rescue	3
Oak Creek Fire Department	3
South Milwaukee Fire Department	3
St. Francis Fire Department	1
Wauwatosa Fire Department	2
West Allis Fire Department	2

The County and the Agency shall negotiate responsibility for purchase and maintenance of cardiac monitor-defibrillator and communication equipment for new ambulances placed in service during the Agreement's Term. The Agency shall notify the County of new ambulances to be placed in service as far in advance of each ambulance's service activation date as possible.

6.1.5 OPERATIONS

Milwaukee County shall:

- 6.1.5.1 Provide software to track controlled substances in compliance with DEA requirements.
- 6.1.5.2 Order and establish chain of custody for controlled substances as outlined in operational policy for each municipality.
- 6.1.5.3 Provide guidelines, education, policies, and controlled substances for Mobile Integrated Health ("MIH"). MIH operations will follow MIH scope of practice under OEM Medical Direction. MIH operational conflicts shall be resolved in good faith dispute resolution. Service contracts between payors and fire departments are not covered by this Agreement.
- 6.1.5.4 Milwaukee County reserves the right to establish minimum entrance requirements into the Milwaukee County EMS System for AEMT and EMT-P clinicians by way of the formalized onboarding process.

6.1.6 RESEARCH

Milwaukee County shall be solely responsible for securing funding, equipment, administration, logistics and education, necessary to allow the Agency to participate in research projects that are initiated by an institution with approval from a fully accredited Institutional Review Board ("IRB") via the Association for the Accreditation of Human Protection Programs, Inc. ("AARPP") with oversight from a Human Research Protection Program ("HRPP"). The County shall also:

- 6.1.6.1 Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study be conducted by the EMS

agencies within the County of Milwaukee. All avenues to recover and reimburse these costs will be explored by the organization requesting the research study within the research organization's legal and ethical constraints.

- 6.1.6.2** Provide Human Subjects Protection Training (“HSPT”) every 2 years as part of the EMS Clinician continuing education matrix.
- 6.1.6.3** Ensure all studies conducted within the County EMS System shall have Institutional Review Board (IRB) approval from an accredited IRB for federal-wide assurance of human protection of human subjects and Office of Emergency Management EMS Research Committee approval and that said study is monitored by a Human Research Protection Program (HRPP).
- 6.1.6.4** Ensure that indirect costs of research such as but not limited to, meeting attendance, protocol compliance and quality improvement efforts will be based on a mutually agreed upon exchange of services and payment between the County and the Principle Investigator of the study. County will pass along to the Agency the exchange of services or payments received.
- 6.1.6.5** Ensure all EMS research studies performed in the County of Milwaukee will be reviewed and approved following County OEM - EMS Research Policies and Procedures and by the County OEM - EMS Research Committee. The County shall limit the participation of high system impact studies to no more than two (2) running concurrently without explicit discussion and agreement with the Milwaukee County Association of Fire Chiefs.

6.1.7 QUALITY ASSURANCE

Milwaukee County will facilitate a continuous quality improvement program to identify improvement strategies for EMS operations. The Agency agrees to participate in the quality improvement program in good faith and to make all reasonable efforts to contribute to its success. Milwaukee County will review high profile and sentinel events involving EMS care in an expedited fashion.

6.1.8 INTEROPERABILITY

Milwaukee County will continue to provide services for the CAD-2-CAD project at its current scope. Agencies agree to continue to participate in the CAD-2-CAD Project at its current scope. If additional enhancements are considered in the future, the Parties will mutually agree via written amendment to the scope, cost, and resource requirements and obligations of both Parties prior to implementation. The County will also provide the FirstWatch connection at its current scope as a data source to the Agency's Fire Department(s).

6.1.9 DATA ANALYTICS

Milwaukee County shall formally provide the Agency a software platform to complete accurate patient care records which is compliant with local, state, and federal requirements. The County shall protect healthcare data provided by the Agency in accordance with state and federal guidelines. The County will also now provide data system maintenance of the patient care record platform and data analytic services to further inform and evaluate EMS System operations.

6.2 AGENCY'S OBLIGATIONS

The Agency shall provide EMS Services, including emergency response and patient care, treatment, and/or transportation to appropriate medical or other facilities as needed, to the constituents and visitors of Milwaukee County as further described in this Agreement.

6.2.1 EDUCATION

The Agency shall participate in the Learning Management System (“LMS”) provided by the County and shall comply with

the mandatory education plan outlined in the education policy.

6.2.2 EQUIPMENT

The Agency is responsible for:

- 6.2.2.1** Purchasing any vehicle(s) and all equipment required under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309.
- 6.2.2.2** Insuring and maintaining its vehicles and equipment.
- 6.2.2.3** Providing EMS Services which conform with Wis. s.s. 256, DHS 110, DOT 309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS Division.

All equipment purchased by the Agency will remain property of the Agency.

The Agency may independently purchase new cardiac monitor-defibrillators, medical equipment meeting capital purchase thresholds, and/or communications equipment. If the Agency seeks to make such a purchase, it must provide Milwaukee County with specifications information sufficient for the County to analyze the equipment to ensure it can be safely and securely integrated into and will operate in the EMS System. The Agency shall allow the County a reasonable time period to review the proposed new equipment and approve its use in the EMS System. Milwaukee County will not support or maintain equipment purchased by the Agency for use in the EMS System without prior written approval.

6.2.2.4 STANDARD INVENTORY & COUNTY-OWNED EQUIPMENT

The Parties shall collectively develop a standard equipment inventory for EMS Services. Milwaukee County will supply certain equipment for Agency use, including, but not limited to, cardiac monitor-defibrillator equipment, HIPAA-compliant communications equipment, blood coolers, and other non-disposable supplies.

The Agency shall assume liability for replacement of County-owned equipment when the equipment is lost and/or damaged due to an act of negligence on the part of the Agency's employee(s). The Agency will not be held liable for defects in equipment purchased by the County. The County shall be responsible for preventative maintenance of County-owned equipment.

County-owned non-disposable equipment shall remain the property of the County and the County may remove or repossess any such equipment upon written notification to the Agency no later than sixty (60) days prior to the removal or repossession date.

6.2.2.5 AVAILABILITY OF COUNTY-EQUIPPED RESOURCES & UNITS

The Agency shall ensure their County-equipped, on-duty paramedic transport unit resources, or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if requested and the resources are available at the time of the request. Daily operations, to include peak demand periods which require extraordinary resource utilization, may require mutual aid assistance from outside the Agency.

The Agency and all participating municipalities agree to share paramedic transport unit resources (Med Units) as necessary to provide advanced life support EMS Services as swiftly and effectively as possible and further agree to send all requested and available paramedic transport units to any other municipality requesting mutual aid. The Agency may also make mutual aid requests, which will be honored by all participating municipalities through their executed Master Intergovernmental Agreements.

The Agency is not required to provide EMS Services when equipment and/or staffing is unavailable due to Emergency Conditions and/or Hazardous Situations confronting the Agency requested to make available its EMS resources.

Agency paramedic transport units, or Med Units, that are equipped by the County, shall be staffed and available more than 50% during each year in order to count as a Med Unit; the Agency shall provide verification of such availability upon request by the County in a timely manner.

6.2.3 AGENCY EMS BILLING

If the Agency performing EMS Services chooses to bill users for Services, it will do so in accordance with local, state and federal guidelines. Transport coding shall be commensurate with said guidelines, current medical billing standards, and EMS scope of practice. The Agency shall retain EMS revenue earned to cover the cost of providing services. The County shall not be held fiscally responsible for the inability to collect any revenues, contractual allowances or other write-offs for individual accounts associated with those invoices for EMS Services.

6.2.4 QUALITY ASSURANCE & KEY PERFORMANCE METRICS

The Agency agrees to cooperate with County in administering a progressive quality improvement program consistent with other high performing EMS systems in the United States. This includes specific adherence to existing performance metrics captured and tracked by OEM - EMS Quality Assurance/Improvement with deviation standards commensurate with national benchmarking and previously established through a Performance Measurement Initiative (PMI). Municipalities of any EMS service are required to meet PMI requirements in order to maintain medical control and system practice privileges for their EMS providers. Failure of the Agency to comply with PMI standards will result in a loss of County funds outlined in 8.1.2.

The Agency shall ensure a minimum of one (1) Agency Representative is actively engaged on all active County EMS subcommittees.

Figure 6-2: EMS Key Performance Metrics

Key Performance Measure ¹	Funding %	Notes
Agency Representative attends 80% or more bimonthly Administrative Review meetings.	15%	
Agency Representative attends 80% or more monthly Continuous Quality Improvement meetings.	15%	
Active participation in EMS subcommittees.	15%	
Provides monthly report of adherence to daily completion of the controlled substance log. All incompletes are addressed via report form submitted each month.	15%	OEM-developed report form.
Engages in annual strategic planning session (system-wide) with EMS Agenda 2050 a focus.	15%	Activities related to EMS Agenda 2050 will be monitored via Admin Review and CQIP.

¹ Key Performance Measures ("KPMs") will be monitored via accessible tracking board and reported out in the Countywide Admin Review and CQIP meetings.

Figure 6-2: EMS Key Performance Metrics

Key Performance Measure ¹	Funding %	Notes
Improves EMS Clinician Documentation by: <ul style="list-style-type: none"> Identifying barriers to data completeness and actively participating on the EMS Data Subcommittee. Contributing to a plan to address/decrease barriers to complete documentation. Implementing the plan. Measuring the impact of the implemented plan. 	25%	
Total	100%	

6.2.5 RECORDKEEPING

The Agency shall utilize electronic patient care records (“ePCR”) software provided by Milwaukee County and shall provide ePCRs for patients encountered and/or transported by an EMS unit to the County within 72 hours. The Agency’s ePCRs must meet the County’s database and/or repository needs and the Agency must utilize a data collection method that meets the National EMS Information System Project (NEMSIS) dataset standards in effect during the term of the Agreement.

6.2.6 DATA SHARING & RESEARCH

The Agency hereby commits to participate in the data-sharing and data-consolidation efforts undertaken by the County and other participating municipalities to advance the health of citizens in Milwaukee County. The Agency further agrees to share appropriate levels of EMS/MIH data between municipalities to improve healthcare operations. The Agency shall respond to all quality assurance and quality improvement inquiries from the County in the timeframe established by the County.

Participation in information-sharing efforts is not used to distribute funds or as a qualifier to identify participating municipalities for additional distributions. The Parties agree that information-sharing efforts are intended to gather consistent information used to improve system-wide operations. Additional sources of data which contribute to the advancement of healthcare operations in Milwaukee County will be proposed to the Milwaukee County Association of Fire Chiefs for consensus.

The Agency agrees to participate in research as determined by the OEM – EMS Research Committee. This may include, but is not limited to, enrolling patients, data collection, and educational sessions. The Agency is not responsible for funding equipment, medications, or education that is related to a research study conducted.

7 TERM & TERMINATION

7.1 TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until **December 31, 2031** (the “**Initial Term**”). Thereafter, the Parties may mutually agree in writing to extend this Agreement for five (5) one (1) year renewal terms (each, a “**Renewal Term**”). The Initial Term and any Renewal Terms then in effect shall be referred to as the “**Term**.”

7.2 TERMINATION

The Parties may terminate this Agreement as detailed in this Section.

7.2.1 TERMINATION FOR BREACH

Either Party may terminate this Agreement for breach if the other Party fails to meet its obligations under this Agreement in a timely or proper manner or violates any of its provisions. To terminate for breach, the non-breaching Party shall provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of sixty (60) days prior to the stated termination date.

7.2.1.1 RIGHT TO CURE

The breaching Party retains the right to cure any identified violations within thirty (30) days of the notice of intent to terminate. The Agreement will not terminate if the breaching Party successfully cures any violations within the 30-day window. The right to cure is limited to those violations which can reasonably be cured within the stated 30-day window. Each Party retains the right to terminate the Agreement immediately if the breaching Party cannot cure within the prescribed cure period, or if the breach is impossible to cure.

7.2.2 FOR CONVENIENCE

Either Party may terminate the Agreement at any time for any reason and without penalty by giving the other Party notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination. Written notice must be received by the notified Party, and the notice period must be observed, prior to the effective date of the termination.

7.2.3 BY COUNTY FOR INSUFFICIENT FUNDS

The County may terminate this Agreement immediately and without any liability to the Agency if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this Agreement or any Statement of Work. In the event that there is any elimination or delay of, or reduction in, funding available for this Agreement, the County may seek supplemental funding and may renegotiate with the Agency the EMS Services that will continue under the Agreement.

7.2.4 RIGHTS AND OBLIGATIONS UPON TERMINATION

Upon termination of this Agreement for any reason, the Parties shall retain any and all fully vested rights that exist on the effective date of the termination. The County's liability to the Agency on termination is limited to specific performance by the County of any obligations under this Agreement until the termination date. The County is not obligated to reimburse the Agency or provide additional funds for any EMS Services provided after the termination date. Upon termination for the Agency's breach or convenience, the Agency shall return any unused funds and/or County-owned equipment within ninety (90) days of the effective date of termination.

8 COMPENSATION

8.1 PAYMENT TERMS

The County shall compensate the Agency for EMS Services it provides through annual disbursement of the Agency's calculated percentage of EMS funding according to the 30-30-40 distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County contained in Exhibit B of this Agreement. Agencies must comply with the identified KPIs (see Figure 6-1) in order to be eligible for EMS funding.

8.1.1 NATURE OF COMPENSATION

The Agency shall not bill Milwaukee County for, nor will the County reimburse the Agency and/or its Personnel, agents, and subcontractors for, any of these expenses.

8.1.2 NOT TO EXCEED CLAUSE

The total calculated portion paid to the Agencies collectively, under this Agreement shall not exceed **\$2,500,000.00**. The calculated portion is determined by the 30-30-40 formula attached in Exhibit B of this agreement. Regardless of the cost of EMS Services provided by the Agency, the County will not pay any amount beyond the not-to-exceed amount. The only way to increase the value of this Agreement beyond the not to exceed amount is by a written amendment signed by both parties. This is necessary for the Comptroller to be able to sign off as to funds available under Section 59.255(2)(e) of the Wisconsin Statutes and the Comptroller's office must approve any substantial changes.

8.1.3 PRE-PAYMENT

The County shall pre-pay for EMS Services through the disbursement of EMS subsidy funds solely on a quarterly basis as approved in the annual County budget by the Milwaukee County Board of Supervisors. However, the County shall not pre-pay for any other goods or services provided under this Agreement for any reason without the expressed written consent obtained from the Milwaukee County Office of the Comptroller in advance of any pre-payment request.

The County reserves the right to use a purchasing card to pay invoices of Two Thousand Dollars (\$2,000.00) or less.

8.1.4 INVOICING THE COUNTY

The Agency shall invoice Milwaukee County for EMS Services provided specifically for any EMS Services outside of the annual calculated EMS Subsidy as stated in this Section. The Agency must submit invoices to the recipient(s) below in order for the County to consider the invoice received. The Agency shall send the County invoices quarterly after providing EMS Services which include the following minimum information:

- 8.1.4.1. The Agreement's INFOR contract number OR Purchase Order ("PO") number.
- 8.1.4.2. The Effective Date of the Agreement.
- 8.1.4.3. The Agency's legal business name and any aliases (for example, "doing business as").
 - 8.1.4.3.1. If the Payee is not the Agency, the Payee's legal name.
- 8.1.4.4. The Agency's legal business address.
 - 8.1.4.4.1. If the Payee is not the Agency, the Payee's legal business address.
 - 8.1.4.4.2. If requesting payment by check, the Agency's or Payee's remittance address (if different from the legal business address).
- 8.1.4.5. If requesting payment by ACH:
 - 8.1.4.5.1. The receiving bank's name.
 - 8.1.4.5.2. The receiving bank's location (city and state).
 - 8.1.4.5.3. The receiving bank's American Bankers Association routing number.
 - 8.1.4.5.4. The Agency's or Payee's bank account number.
 - 8.1.4.5.5. Type of account (i.e. checking or savings).
 - 8.1.4.5.6. The email address of Agency's or Payee's Accounts Receivable or Finance Department contact who should receive the remittance information (the receipt that the funds reached Agency's bank account).
- 8.1.4.6. An invoice number.
- 8.1.4.7. An invoice date.



- 8.1.4.8. The Agency's contact information for billing issues, including email and phone number.
- 8.1.4.9. An invoice line for each item or service.
- 8.1.4.10. Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate).
- 8.1.4.11. The date due.
- 8.1.4.12. The total amount billed.

The Agency shall submit its invoices to:

Milwaukee County, c/o:

Department Name: Office of Emergency Management
Division Name: Emergency Medical Services
Contact Name & Title: Dan Pojar, EMS Director
Department Address: 633 W. Wisconsin Ave. Suite 700
Milwaukee, WI 53203

with a copy by e-mail to:

E-mail: Kathy.Klosiewski@milwaukeecountywi.gov

8.1.5 PAYMENT CONTINGENT ON RECEIPT & ACCEPTANCE

Milwaukee County is not obligated to make any payment for EMS Services until those Services are delivered, inspected, and accepted by the County through its identified Contract Coordinator or designee as conforming to the specifications, requirements, and standards set forth in this Agreement and/or any applicable Statement of Work or Purchase Order, and the receipt of a corresponding invoice which complies with [Section 9.1.3: Invoicing the County](#).

Acceptance shall not be unreasonably delayed or withheld, but Milwaukee County reserves the right to withhold payment in whole or in part in the event of delivery of non-conforming Services.

8.1.6 LATE PAYMENTS

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Agency and the County's acceptance of the corresponding Services that comply with the terms of this Agreement. **Invoices must be sent by mail or e-mail as indicated in [Section 10.1.1: Invoicing the County](#) to be considered received by the County.**

8.1.6.1 STATE PROMPT PAY LAW EXEMPTION

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this Agreement.

8.1.6.2 LATE FEES & CLAIMS

If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Agency may file a claim for 12% (annual rate) on amounts not paid after the 60th day.

8.2 COST OF PERFORMANCE OF OBLIGATIONS

8.2.1 GENERAL

The Agency is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering

EMS Services under this Agreement, unless otherwise indicated. The Agency shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

8.2.2 TAXES

The County is exempt from federal excise taxes and Wisconsin state sales taxes. The Agency shall submit its invoices without these taxes. Billings which include these taxes will be rejected.

8.2.3 PERMITS & LICENSES, GOVERNMENTAL FEES

The Agency shall assume responsibility for all federal, state, and local permits, licenses, fees, tariffs, and duties together with all governmental filings and costs related to such permits, licenses, fees, tariffs, and duties which arise out of the Agency's performance of EMS Services under this Agreement, or which arise as a result of any compensation paid to the Agency under this Agreement.

9 OWNERSHIP & USE OF DATA; CONFIDENTIALITY

9.1 OWNERSHIP & USE OF DATA

Upon completion of the work or upon termination of the Agreement, all completed or partially completed data, drawings, records, computations, survey information, and all other material that the Agency has collected or prepared in carrying out this Agreement shall be provided to and become joint property of the Agency and Milwaukee County. Therefore, any reports, information, and data given to or prepared or assembled by the Agency under this Agreement shall not be made available to any individual or organization by the Agency without the prior written approval of the Agency and/or County. No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Agency.

County shall retain patient care records in accordance with retention policies and make those that the Agency participated in the care of a patient available to the Agency upon request. Data Use Agreements between the County and Agency will be handled as a separate agreement.

9.2 CONFIDENTIALITY

The Agency agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County or their designee. The Agency further agrees that, aside from obligations under the public records law as more fully described in this Agreement and as determined in cooperation with the County, the Agency shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by such individual or their designee. The Agency understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require the Agency to indemnify the County as provided in this Agreement.

10 COUNTY RIGHTS OF ACCESS, AUDIT, AND REVIEW

10.1 ACCESS & AUDIT

The Agency, Lessee, or other party to the Agreement, 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, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. 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, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("MCCO")

11 NON-DISCRIMINATORY CONTRACTS

11.1 COMPLIANCE WITH MCCO §56.17(1)(A)

The Agency shall comply with MCCO §56.17(1)(A), which states:

"In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract."

11.2 COMPLIANCE WITH MCCO §56.17(1)(D)

The Agency shall comply with MCCO §56.17(1)(d), which states:

"The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements."

11.3 VIOLATIONS

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this Section has been determined by County, the 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.



If, after notice of a violation to the Agency, further violations of the Section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Agency for use in completing the Agreement, or it may permit the Agency to complete the Agreement, but, in either event, the Agency shall be ineligible to bid on any future contracts let by County.

12 COMMITMENT TO EQUITY

As a governmental body, the County recognizes its power to make change at a systemic level. Chapter 108, MCCO, commits the County to identify and address policies, practices and power structures that, intentionally or unintentionally, work in favor of white people and create barriers for Black, Brown, Indigenous people and people of color (BIPOC). The ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader. The Agency understands that the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority and that the County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity. Racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County. The vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin."

13 TARGETED BUSINESS ENTERPRISE GOALS

The Agency shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) regarding Targeted Business Enterprise ("TBE") participation on County projects when and where applicable and as said ordinance may be amended. The County shall notify the Agency in the event that new ordinances are issued.

The Parties agree that no TBE goal has been established and no goal is required under this Agreement.

14 INDEMNITY

The Agency agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Milwaukee County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' 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 the Agency and/or its agent(s) which may arise out of or is connected with the activities covered by this Agreement. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

15 INSURANCE

The Agency agrees to comply with the requirements of, and shall, at its sole expense, acquire and maintain through the course of this Agreement with Milwaukee County insurance policies with minimum limits listed in, the Insurance Requirements Form, attached as Exhibit A.

The Agency shall demonstrate compliance with the minimum limits in Exhibit A through a Certificate of Insurance or proof of self-insured retention. The Agency shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this Agreement.

Copies must be emailed to:

Department of Administrative Services
Risk Management Division

Office of Emergency Management
Emergency Medical Services Division



The Agency shall not make changes to the types of coverage, limits and/or other terms without the approval of the County's Risk Manager.

16 PROHIBITED PRACTICES

16.1 CONFLICT OF INTEREST

During the Term of this Agreement, the Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of the Agency, has a conflict of interest.

16.2 CODE OF ETHICS

The Agency hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Agency shall ensure all subcontractors and employees are familiarized with the statement above.

16.3 NON-CONVICTION FOR BRIBERY

The Agency hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

16.4 DEBARMENT OR SUSPENSION

The Agency hereby declares and affirms that, to the best of its knowledge and belief, its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- 16.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 16.4.2 Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 16.4.3 Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in 16.4.2, above; and
- 16.4.4 Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

17 COMPLIANCE WITH COUNTY'S POLICIES

17.1 CONTRACTOR CODE OF CONDUCT

The Agency shall comply with the [Milwaukee County Contractor Code of Conduct](#). A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County. All Parties agree to adhere to the requirements set forth therein.

17.2 SAFETY AND SECURITY POLICIES

The Agency agrees to use all commercially reasonable efforts to cause any of its employees who provide EMS Services under this Agreement to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the Agency's provision of EMS Services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

17.2.1 WORKPLACE VIOLENCE & HARASSMENT

The Agency shall comply with the most current Occupational Safety and Health Administration ("OSHA") and/or National Institute for Occupational Safety and Health ("NIOSH") guidance on evaluating and controlling violence in the workplace. The Agency shall ensure its Personnel are trained regarding workplace discrimination and harassment and shall put in place policies and procedures which prohibit Agency Personnel from engaging in behavior that is discriminatory, harassing, or which could reasonably be considered to create a hostile work environment for other Agency Personnel, the County's personnel, or EMS Service recipients. The Agency shall report all allegations and incidents involving workplace violence, discrimination, or harassment made by or about its Personnel during the provision of Services under this Agreement. If the allegation or incident involves a County employee, the Agency shall cooperate with County personnel and comply with any requests made during the County's investigation of the incident or allegation. The Agency shall advise its Personnel that investigations of allegations or incidents may result in action up to and including criminal prosecution. The Agency shall document the outcome of any investigations it conducts regarding allegations, complaints, or incidents involving its Personnel and shall provide a copy of such documentation and a report regarding action taken to Milwaukee County's designated recipient within thirty (30) days of final disposition.

17.3 DRUG USE POLICIES & DRUG SCREENS

Unless conflicting with any laws where EMS Services are provided, in which case this Section is not enforceable, the Agency will advise any Agency employee, independent contractor, and/or subcontractor who provides Services under this Agreement on County's premises of County's right to require a drug screen at any time throughout the term of this Agreement:

- 17.3.1 If County believes, in good faith, that the Agency's employee is under the influence of an illegal substance, or
- 17.3.2 As a consequence of an accident caused by or involving the Agency's employee during the provision of EMS Services under this Agreement and likely to have been related to Agency's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Agency at the Agency's expense, and the Agency will address any positive results and handle accordingly. If a test of any Agency Personnel returns positive results not sufficiently explained by legitimate prescription medications, that individual will not be permitted to provide EMS Services under this Agreement.

17.4 ENVIRONMENTAL STEWARDSHIP

Pursuant to File 20-1471, [Milwaukee County policy](#) is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. Under this contract, the Agency shall make good-faith efforts to choose reusable, recyclable, or compostable products. Accordingly, the Agency shall not use, distribute, or sell the following items whenever possible:

- 17.4.1 Balloons and confetti, whether made with rubber, latex, foil, nylon, mylar, paper or other material.
- 17.4.2 Single-use plastic straws and stirrers.
- 17.4.3 Single-use plastic clamshells and to-go containers.
- 17.4.4 Single-use plastic-lined cups and bowls.
- 17.4.5 Single-use plastic-wrapped condiments, sauces, and seasonings.
- 17.4.6 Single-use plastic shopping bags.
- 17.4.7 Plastic-wrapped giveaways.
- 17.4.8 Polystyrene food service ware.
- 17.4.9 Polystyrene coolers.
- 17.4.10 Polystyrene egg cartons and produce and meat trays.

Note: Packaging and medical supplies are excluded from this policy.

18 NOTICES

All notices with respect to this Agreement shall be in writing. Writing shall include electronic documents as further identified in [Section 20.4: Electronic Documents Considered Writing](#). Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Agency:		To County:	
Entity Name:		Department:	Office of Emergency Management
ATTN:		ATTN:	Dan Pojar, EMS Director
Address:		Address:	633 W. Wisconsin Ave Suite 700 Milwaukee, WI 53203
E-mail:		E-mail:	Dan.Pojar@milwaukeecountywi.gov
with a copy to:		with a copy to:	



To Agency:

To County:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233
Scott.Brown@milwaukeecountywi.gov

Either Party may designate a new address for purposes of this Agreement by written notice to the other Party.

19 MISCELLANEOUS

19.1 FORCE MAJEURE

Neither Party shall be liable for delays or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions or restrictions, wars, terrorism, labor strikes, pandemics, or any other similar event (collectively, **"Force Majeure Events"**).

If a Force Majeure Event occurs, the affected Party shall:

- 19.1.1 Notify the other Party in writing as soon as reasonably practicable, specifying the nature of the event and its expected duration.
- 19.1.2 Use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as feasible.

If the Force Majeure Event prevents performance for a period exceeding thirty (30) consecutive days, the Parties may either:

- 19.1.3 Amend this Agreement in a manner that best meets the needs of both Parties based upon the Force Majeure event, or
- 19.1.4 Terminate this Agreement upon written notice to the other, without further liability except for obligations accrued prior to the Force Majeure Event.

19.2 PUBLIC RECORDS

Both Parties understand that the County and the Agency are bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Both Parties hereby agree that they shall be obligated to assist the other Party in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the breaching Party shall then and in such event be obligated to indemnify, defend and hold the non-breaching Party harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.

19.3 INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the Agency or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the Agency is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give the Agency any

authority to supervise, manage, and/or direct employees of the County.

19.4 ELECTRONIC DOCUMENTS CONSIDERED WRITING

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

19.5 COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. Each Party agrees to hold the other Party harmless from any loss, damage, or liability resulting from the indemnifying Party’s violation of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

19.6 CHOICE OF LAW

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

19.7 ASSIGNMENT LIMITATION

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.

19.8 SEVERABILITY

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

19.9 MODIFICATION AND WAIVER

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

19.10 ENTIRE AGREEMENT

This Agreement and any attachments, amendments, or addenda to the Agreement constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.



19.11 AUTHORIZATION

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____,
Resolution File No. _____.

The Agency has executed this Agreement pursuant to action taken by its _____ on
_____.

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DRAFT