

**AMENDMENT NO. 3  
TO  
Professional Service Agreement between The Medical College of Wisconsin, Inc. and Milwaukee  
County Office of Emergency Management for the Provision of Medical Director Services to the  
Office of Emergency Management**

This Amendment No. 3 to Professional Service Agreement between The Medical College of Wisconsin, Inc. and Milwaukee County Office of Emergency Management for the Provision of Medical Director Services to the Office of Emergency Management (this "Amendment") is entered into as of \_\_\_\_\_ (the "Amendment Effective Date"), by and between Milwaukee County, a Wisconsin municipal body corporate (the "County"), and The Medical College of Wisconsin, Inc. (the "Agency"), a Wisconsin non-profit corporation. Each of the County and the Agency also may be referred to herein as a "Party" and both may be referred to collectively as the "Parties."

**WHEREAS**, the County and Agency entered into that certain Professional Service Agreement between The Medical College of Wisconsin, Inc. and Milwaukee County Office of Emergency Management for the Provision of Medical Director Services to the Officer of Emergency Management effective as of January 1, 2019, relating to the Provision of Medical Director Services, and amended by the Letter of Amendment dated September 20, 2019 (the "Agreement"); and

**WHEREAS**, the Parties strengthened their relationship during the COVID-19 pandemic to provide excellent care, coordination and service to the citizens of Milwaukee County; and

**WHEREAS**, the Parties have witnessed a substantial increase in the request for EMS services from the citizens of Milwaukee County over the past few years, requiring an increase in Medical Director staffing and dedicated oversight to ensure quality and safe patient care; and

**WHEREAS**, the Parties have embarked on alternative lines of service such as telemedicine and Mobile Integrated Health to provide access to the right resource to the right patient at the right time which also requires additional physician oversight; and

**WHEREAS**, the Parties now desire to amend the Agreement as more particularly set forth herein as allowed by Article X.G of the agreement;

**NOW, THEREFORE**, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

**ARTICLE II. TERM**

A. This Agreement shall be in force from January 1, 2024, until December 31, 2033. At the annual meeting of the parties in the year 2033, each party shall be prepared to discuss the extension of the Agreement and any requested modifications to the Agreement if the Agreement is to be extended beyond December 31, 2033. If both parties agree to the modification and extension of the Agreement, County shall request extension and, if necessary, modification, of the Agreement from the Milwaukee County Board of Supervisors.

**ARTICLE III. COUNTY RESPONSIBILITIES AND REQUIREMENTS**

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

County vehicle.

F. County shall provide the proper personal protective equipment to conduct EMS operations. County shall also furnish uniforms and ID cards to identify the Medical Director and Assistant Medical Directors as a part of the Milwaukee County EMS system.

G. County shall display the MCW – EMS Division logo on vehicles and equipment as mutually agreed upon by the Parties.

**ARTICLE V. FUNDING/PAYMENTS**

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

Year	Medical Director Services Agreement
2024	\$ 372,000.00
2025	\$ 383,160.00
2026	\$ 394,654.80
2027	\$ 406,494.44
2028	\$ 418,689.28
2029	\$ 431,249.96
2030	\$ 444,187.45
2031	\$ 457,513.08
2032	\$ 471,238.47
2033	\$ 485,375.62
<b>TOTAL:</b>	<b>\$ 4,264,563.10</b>

**ARTICLE X. GENERAL PROVISIONS**

B. Agency agrees that the System involves not only County and Agency, but also includes 19 municipalities, 14 fire departments, private ambulance service providers, OEM, area hospitals, various other stakeholder groups, and the respective employees of each. As a result, Agency agrees that any act involving the provision of providing medical direction to OEM in its broadest meaning can have an impact on the overall System. As such, Agency agrees not to make or undertake revisions in its services or changes in operations which might impact OEM and the System without first consulting with County to determine the impact and to avoid any revisions or changes affecting one or more of the parties involved.

MISCELLANEOUS. Except as modified by this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the Amendment shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Agreement.

*Signature Page Follows*