

21 stakeholders; and

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

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

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

32 **WHEREAS**, a contract for the provision of medical direction for OEM expires on December 31,
33 2018, and a new agreement, with incorporated the concepts and understandings outlined this Agreement,
34 must be executed between the Parties;

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

39 **ARTICLE I. PURPOSE AND SCOPE**

40 A. Identify the requirements and duties of the Medical Director providing services, outlined in
41 Appendix A of this Agreement, to OEM and other County departments and divisions.

42 B. Identify that Agency shall provide, subject to the approval of the County, qualified, emergency
43 medicine physicians to provide medical direction and consultation regarding the System, serving
44 as the Medical Director.

45 C. Identify that the Medical Director shall have 24/7/365 responsibility for medical oversight of the
46 System.

47 **ARTICLE II. TERM**

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

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

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

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

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

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

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

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

78 **ARTICLE IV. MEDICAL DIRECTION AGENCY RESPONSIBILITIES AND REQUIREMENTS**

79 A. Agency shall provide a qualified physician, licensed by the State of Wisconsin licensed per State
80 of Wisconsin Stats. 448, who is Board Certified in Emergency Medicine by the American Board
81 of Emergency Medicine (ABEM), Board Certified/Board Eligible in Emergency Medical Services
82 by the American Board of Emergency Medicine and is appointed as a faculty member of the
83 Medical College of Wisconsin to provide medical direction and consultation to OEM, serving as
84 the Medical Director who can carry out the duties pursuant to Appendix A of this Agreement.

85 B. Agency shall provide other properly trained and licensed physicians to assist the Medical
86 Director carry out the duties outlined in Appendix A.

87 C. Upon either rejection or revocation by County of the named Medical Director and/or
88 Associate, Agency shall use its best effort to appoint a different qualified individual acceptable
89 to County. Agency and County shall cooperate in such appointment efforts.

90 D. Agency shall agree to provide additional services, equipment, resources or access to those
91 services, equipment or resources as jointly agreed upon and necessary for the operation of
92 the System.

93 E. Except as otherwise provided herein, Agency shall provide to the Medical Director and/or
94 Associates secondary office space, supplies and equipment as are reasonably necessary for
95 the Medical Director and/or Associates to perform their duties hereunder.

96 F. Agency shall collaborate with County to develop and implement rules and guidelines for the use
97 of the Medical Director vehicle which comply with Wisconsin Code Chapter 346.03 (*Applicability*
98 *of Rules of the Road to Authorized Emergency Vehicles*) all state laws and regulations, County
99 rules, ordinances, regulations, policies and procedures as related to the use of a County vehicle.

100 G. Agency shall meet with County, at least annually, to discuss and evaluate performance
101 requirements and expectations of the Medical Director and/or Associates. If deficiencies are

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

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

106 **ARTICLE V. FUNDING / PAYMENTS**

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

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

109

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

111 **ARTICLE VI. CONFIDENTIALITY**

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

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

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

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

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

149 A. In the performance of work under this Agreement, Agency shall not discriminate against any
150 employee or applicant for employment because of race, color, national origin, age, sex or
151 disability which shall include but not be limited to the following: employment upgrading,
152 demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay
153 or other forms of compensation; and selection for training including apprenticeships. Agency
154 will post in conspicuous places, available for employees and applicants for employment, notices
155 to be provided by County, setting forth the provisions of the nondiscriminatory clause.

156 B. Agency agrees that it will strive to implement the principles of equal employment
157 opportunities and have as its objective to increase and utilize women, minorities, disabled
158 persons, and other protected groups, at all levels of employment in all divisions of Agency's
159 workforce where these groups may have been previously underutilized or under-
160 represented.

161 C. Agency also agrees that in the event of any dispute as to compliance with the above stated
162 requirements, it shall be its responsibility to show that it has met all such requirements.

163 D. When a violation of the nondiscrimination, equal opportunity or affirmative action provisions
164 of this section has been determined by County, Agency shall immediately be informed of the
165 violation and directed to take all action necessary to halt the violation, as well as such action as
166 may be necessary to correct, if possible, any injustice to any person adversely affected by the
167 violation and immediately take steps to prevent further violations.

168 E. If, after notice of a violation by Agency, further violations of this section are committed during
169 the term of this Agreement, County may terminate this Agreement without liability for the
170 uncompleted portion or any materials or services purchased or paid for by Agency for use in
171 completion of this Agreement, or it may permit Agency to complete this Agreement. In either
172 event, Agency shall be ineligible to bid on any future agreements let by County.

173 **ARTICLE VIII. INDEMNITY AND INSURANCE**

174 A. Indemnification:

175 i. Agency agrees to the fullest extent permitted by law, to indemnify, defend and hold
 176 harmless, County, and its agents, officer and employees, from and against all loss or
 177 expense including costs and reasonable attorney’s fees by reason of liability for damages
 178 including suits at law or in equity, caused by any wrongful, intentional or negligent act
 179 or omission of Agency or its agents which may arise out of or are connected with the
 180 activities covered by this Agreement; and

181 ii. In accordance with applicable laws, County shall be responsible for defending and
 182 paying judgments on behalf of its officers, employees and agents for any claims that may
 183 arise out of County’s negligence for acts, policies or directives that affect the activities
 184 covered by this Agreement.

185 B. Insurance:

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

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

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

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

205 A.1. Professional Liability – Additional Provision.

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

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

215 A.2. Cyber Liability – Additional Provisions

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

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

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

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

226 ▪ *Media Liability Coverage*, i.e., liability coverage for defense costs and
227 damages suffered by others for content-based injuries such as libel, slander,
228 defamation, copyright infringement, trademark infringement, or invasion of
229 privacy.

230 ▪ *Security Liability Coverage*, i.e., liability coverage for defense costs and
231 damages suffered by others resulting from a failure of computer security,
232 including liability caused by theft or disclosure of confidential information,
233 unauthorized access, unauthorized use, denial of service attack, or
234 transmission of a computer virus.

235 ▪ *Privacy Liability Coverage*; i.e., liability coverage for defense costs and
236 damages suffered by others for any failure to protect personally identifiable
237 or confidential third-party corporate information, whether or not due to a
238 failure of network security.

239 ▪ *Regulatory Proceedings*, i.e., liability coverage for defense costs for
240 proceedings brought by a governmental agency in connection with a failure
241 to protect private information, and/or a failure of network security. Coverage
242 includes fines and penalties where insurable by law and compensatory
243 damages.

244 ▪ *Breach Event Expenses*, i.e., reimbursement coverage for the insured's costs
245 to respond to a data privacy or security incident. Covered expenses include
246 computer forensics expenses, legal expenses, costs for a public relations firm
247 and related advertising to restore insured's reputation, consumer
248 notification, call centers, and consumer credit monitoring services.

249 C. Assignment Violation:

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

254 **ARTICLE IX. PROHIBITED PRACTICES**

255 A. Agency, during the term of this Agreement, shall not hire, retain or utilize for compensation any
256 member, officer or employee of County or any person who, to the knowledge of Agency, has a
257 conflict of interest.

258 B. Agency hereby attests that it is familiar with, and will abide by, County's Code of Ethics,
259 Milwaukee County Ordinances Chapter 9, which states in part, "No person may offer to give to
260 any County officer or employee or his immediate family, and no County officer or employee or his
261 immediate family may solicit or receive anything of value pursuant to any understanding that such
262 officer's or employee's vote, official actions, or judgment would be influenced thereby."

263 **ARTICLE X. GENERAL PROVISIONS**

264 A. Agency shall require that the Medical Director and/or associates shall make appropriate records
265 of any care provided under this Agreement consistent with applicable law. County shall be
266 considered the custodian of such records. County shall allow Agency to inspect and copy such
267 records for the purposes of continuity of patient care, peer review, risk management, malpractice
268 defense and any other lawful purpose. All patient medical records shall be treated as confidential
269 so as to comply with all state and federal laws and regulations regarding the confidentiality of
270 patient records.

271 B. Agency agrees that the System involves not only County and Agency, but also includes 19
272 municipalities, 12 municipal fire departments, private ambulance service providers, OEM, area
273 hospitals, various other stakeholder groups, and the respective employees of each. As a result,
274 Agency agrees that any act involving the provision of providing medical direction to OEM in its
275 broadest meaning can have an impact on the overall System. As such, Agency agrees not to make
276 or undertake revisions in its services or changes in operations which might impact OEM and the
277 System without first consulting with County to determine the impact and to avoid any revisions

- 278 or changes affecting one or more of the parties involved.
- 279 C. Any contractual relationship between County and Agency must recognize that while the named
280 Medical Director and/or associates are employees of Agency, their actions and authority stem
281 from their involvement and acknowledgement of their positions by County. As such, County must
282 have ultimate authority and final approval over the appointment process for the Medical Director
283 and/or associates. In the event of vacancies occurring in the Medical Director and/or associates
284 positions, Agency shall take all responsible steps to recruit a qualified individual to fill the vacant
285 position of while also taking steps, suitable to County, for the naming of an interim Medical
286 Director.
- 287 D. In exchange for being the sole provider of Medical Direction for OEM, Agency shall refrain from
288 taking any action which might impact OEM and the System without first consulting with and
289 obtaining the approval of County.
- 290 E. Under no circumstances will Agency or its employees be considered an employee of County.
291 Agency is at all times acting and performing as an independent contractor, duly authorized to
292 perform the acts required of it hereunder. Agency is not limited from entering into other
293 contractual relationships that do not pose a conflict of interest with its role as provider of Medical
294 Direction to County.
- 295 F. None of the funds, materials, property or services provided under this Agreement shall be used
296 in any way contrary to the regulations in Section 501(c)(3) through 509(a) of the Internal Revenue
297 Code, which deal with the prohibiting of political activity.
- 298 G. Each party may adjust the scope of services provided under the terms of this Agreement provided
299 that costs, commitments and other obligations are discussed and mutually agreed to before any
300 modifications are made.
- 301 H. Agency and County agree to meet annually to discuss any issues or concerns regarding the
302 services and commitments made under the terms of this Agreement and to assess the activities
303 and services provided to the System during the prior year.
- 304 I. In the event that either party discovers any material omission in the provision of this Agreement,
305 which such party believes is essential to the successful performance of this Agreement, said party

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

309 **ARTICLE XI. AUDIT AND INSPECTION OF RECORDS**

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

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

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

328 **ARTICLE XII. RESOLUTION OF DISPUTES**

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

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

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

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

349 If to County:

350 Office of Emergency Management
351 Attn: Christine Westrich, Director
352 633 W. Wisconsin Avenue, Suite 700
353 Milwaukee, WI 53203

354 If to Agency:

355 <Name of Agency>
356 Attn: <Name of Staff Identified by Agency>
357 <Address of Agency>
358 <City>, <State> <ZIP>

359 Payments to Agency shall be addressed to:

360 <Name of Agency>

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

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

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

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

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

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

379 END OF TERMS - SIGNATURE PAGE FOLLOWS

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

For Medical College of Wisconsin (MCW):

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

For Milwaukee County Office of Emergency Management:

_____ Date: _____
by Christine Westrich, Director OEM

Corporation Counsel:
Reviewed for Execution by Corporation Counsel

_____ Date: _____
by Corporation Counsel

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

_____ Date: _____
by CBDP

Risk Management:
Reviewed as to insurance requirements

_____ Date: _____
by Risk Management

Office of the Comptroller:
Approved as to funds available per Wisconsin Statutes §59.255(2)(e)

by Milwaukee County Comptroller

Date: -----

County Executive:
Reviewed and approved by the County Executive

by Chris Abele, County Executive

Date: -----

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

by Corporation Counsel

Date: -----

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

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

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

VENDOR INFORMATION

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

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

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

ACCOUNTING INFORMATION

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

PURPOSE OF CONTRACT

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

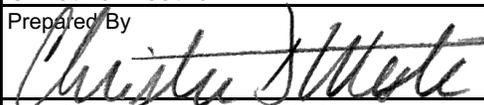
Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. Pending File 18- Date Approved anticipated 12/13/2018

If NO, why is County Board approval not required? _____

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

Is Vendor a certified professional service DBE? YES NO

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

TBE Participation Recommendation

CONTACT INFORMATION

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

PROJECT INFORMATION

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

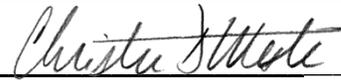
TYPE OF PROJECT

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

EXPLANATION

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

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

Department/Division Administrator Name Christine Westrich Signature  Date 10.31.2018

CBDP USE ONLY

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

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

Approved:  Date: 10/31/2018

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

1 Appendix A: Medical Director Duties

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

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

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

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

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

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

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

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

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

- 82 U. Provide at a minimum monthly field observation of EMS operations;
- 83 V. Meet obligations under this Agreement in compliance with the privacy regulations pursuant to
84 Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and
85 Accountability Act of 1996 (HIPAA);
- 86 W. Act as chairperson for OEM's EMS Research Committee, ensuring all EMS research studies
87 performed in the County of Milwaukee will be reviewed and approved consistent with OEM's EMS
88 Research Policies & Procedures and by OEM's EMS Research Committee;
- 89 X. Provide medical oversight to help assure all studies conducted within the System shall have
90 approval from both OEM's EMS Research Committee and an institutional review board (IRB)
91 accredited for federal-wide assurance (FWA) of protection of human subjects, and that said study
92 is monitored by a Human Research Protection Program (HRPP);
- 93 Y. Develop, submit and implement the following plans:
- 94 ▪ *Continuous Quality Improvement Plan (CQIP)*, providing consultation and assistance in the
95 coordination of activities of the CQIP for the System;
 - 96 ▪ *Education Oversight Plan*, providing consultation and participate in education programs and
97 materials for Paramedics or other students enrolled in educational programs sponsored by
98 OEM's EMS Education Section;
 - 99 ▪ *911 Call Center/PSAP Oversight Plan*, explaining how medical direction will be provided to any
100 911 Call Center or Public Service Answering Point (PSAP) with which County has a formal
101 agreement to provide infrastructure support;
 - 102 ▪ *Special Event Review Plan*, providing medical oversight and review of special event plans
103 submitted to OEM on behalf of municipal and private EMS providers participating in special
104 events as defined by DHS 110.44 and conducted within Milwaukee County;
 - 105 ▪ *Medical Oversight of CPR Line Plan*, explaining how medical oversight, medical policies,
106 standards, and guidelines will be managed for Dispatcher-Assisted CPR line for calls received
107 from area PSAPs; and
 - 108 ▪ *Medical Director Vehicle Operations Plan*, addressing how the medical director vehicle will be
109 used in assisting the Medical Director and Associates to provide medical oversight of the
110 System.

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