Emergency Medical Services Agreement for Paramedic Services
Between Milwaukee County Department of Health and Human Services
and the City of Milwaukee

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

WITNESS:

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

Whereas, the scope of this paramedic service is defined in Sec. 146.50, of State Statutes and Chapter 97 of the County of Milwaukee General Ordinances, which are incorporated by reference into this contract to define paramedic services as if set forth herein; and

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

Now therefore, in consideration of the objectives of the parties and the mutual benefits accruing to the parties of the contract from performance of the covenants herein made, this agreement sets forth their respective responsibilities in conjunction with the provision of Paramedic Emergency Medical Services within the County.

1. Statement of Purpose and Relationship. The parties enter into this Emergency Medical Services Agreement for the purpose of establishing a coordinated, uniform delivery system for the provision of Paramedic Emergency Medical Services to individuals within the county, for determining the roles and responsibilities of each of the parties and for determining the sharing of costs and/or fiscal responsibilities for the provision of those services.

2. Covenants, Rights and Responsibilities of the Municipality.

   2.1 Utilization of the County's Education Center and Participation in Education Activities. The Municipality has the right to refer any of its personnel involved in the provision of Emergency Medical Services to the County's Education Center for initial education and/or continuing educational activities. Acceptance of personnel into the County's educational program shall be at the option of the County and will depend upon the referred individual meeting admissions criteria, available classroom space and the need of the Municipality to maintain, replenish or reach its pool for paramedic staffing. The Municipality shall insure that the County has access to facilities and to emergency medical services vehicles and equipment to provide education, refresher and/or supervised field experiences to any municipal fire department student enrolled in the County's education programs. Access by other students enrolled in County's education programs shall be with the mutual consent of

and the County

the Municipality, with the exception of the two ambulances owned by County and used by a Municipality in providing paramedic service. County reserves the right of unrestricted access to its vehicles and equipment. The Municipality may refer an employee to an educational program other than the program operated by the County if the County's Emergency Medical Services Director and Medical Director approve of the education program prior to the individual participating in a non-County sponsored or conducted program. For each employee participating in a non-County sponsored or conducted initial education program, the County will reduce the Municipality's annual payment by ten thousand dollars ($10,000). The Municipality is responsible for tracking and maintaining all records regarding continuing education credits and any other documents necessary for the renewal of the individual's paramedic license for any individual utilizing non-County education programs.

2.2 State Required Health Checks, Immunizations and Background Checks. The Municipality is responsible for the provision of all background check data and immunizations and health record information, as required by State Statutes or Rules and Regulations, and/or affiliating health care institutions used by County's Education Center for student education, for any Municipality employee referred to the County EMS Education Center prior to matriculation into a class and/or operating as a licensed Emergency Medical Technician-Paramedic under the medical license of the County's Medical Director.

2.3 Meeting Operating Standards. The Municipality agrees to maintain responsibility for insuring that the operation of the paramedic unit(s) and/or first response paramedic unit(s) meet the Criteria and Standards of the Milwaukee County Council on Emergency Medical Services and the content of the current Standards Manual of the Milwaukee County Emergency Medical Services System, which includes the Standards of Care, Standards for Practical Skills, Medical Protocols, Operational Policies and Dispatch Guidelines. The Municipality shall insure field personnel maintain the system established paramedic dress code.

2.4 Reporting Requirements. The Municipality agrees to meet the reporting requirements established by the County pertaining to any Emergency Medical Service provision as established in this Agreement. The Municipality agrees to comply with standards of response time, data collection, quality assurance, performance improvement and other operational issues as established by Milwaukee County EMS to meet the operational needs of the program and/or as established by Chapter 97 of the Milwaukee County General Ordinances, and reviewed and approved by the County's Emergency Medical Services Council.

2.5 Vehicles and Non-disposable Equipment. The Municipality agrees that one of its contributions to the Milwaukee County EMS System is to assume the responsibility for the purchase of any vehicle, all non-disposable equipment required under Trans 309, cost of insuring, cleaning, washing, cost of gasoline and oil, cost of oxygen, cost of vehicle repairs and maintenance, cost of any negligent or accidental damage to the vehicle and to comply with the County's equipment list requirements. The County may, at its discretion, procure and provide to the Municipality non-disposable equipment; however, this equipment shall remain the property of the County and the County may, upon notification to the Municipality, remove any County owned equipment.

2.6 Data and Billing Collection. The Municipality agrees to cooperate in the collection of information necessary to collect charges, service provision information or other data regarding paramedic and/or paramedic first response services as set forth in this agreement. This includes, but is not limited to: 1) submission of Emergency Medical Service run reports to the County within five business days of the run of which shall include patient signatures and required demographic and insurance data; 2) response to all Quality Improvement (CQI) inquiries from the County in the timeframe established by County; and 3) the Municipality agrees to submit run report information in a format that is recognized by County's database and does not alter County's process and ability to store, search and perform quality data checks and prepare reports. Should the Municipality choose to develop an alternative method of data collection that will require special equipment, programming and/or technical support to transmit data and perform quality checks, the Municipality will be responsible for any and all costs incurred by County for such programming, equipment and technical support. The Municipality agrees to apply for and become a certified provider of services under Medicare and/or Medicaid if deemed necessary by the County.

2.7 Privacy Practices. The Municipality agrees to provide a copy of Milwaukee County EMS' Notice of Privacy Practices to all patients serviced by the paramedic system as defined in Milwaukee County EMS Administrative Policy "Delivery of Notice of Privacy Practices."

2.8 Inventory and Supplies. The Municipality agrees to comply with policies and procedures related to ordering pharmaceuticals, equipment and supplies for the delivery of patient care services as established by the County. Equipment, supplies and/or commodities for the defibrillator(s), radio(s), phone(s) and glucose monitors owned by the County and all pharmaceuticals shall be ordered through the County's program. Other equipment and supplies may be ordered by the Municipality from alternative sources but are required to be standard equipment and supplies authorized in the program. Substitutions by another supplier will not be acceptable. County will provide a list of equipment and supplies that must be ordered through County. The Municipality shall reimburse the County for costs associated with the procurement of medical supplies and/or commodities ordered on behalf of the Municipality. The County shall obtain reimbursement for these medical supplies and/or commodities as a reduction in the monthly payment to the Municipality.

3. Covenants, Rights and Responsibilities of the County

3.1 Medical Equipment. The cardiac monitor-defibrillator and paramedic radio communication system shall be standard throughout the system and shall be ordered through County's Emergency Medical Services. The Municipality is responsible for the purchase, repair and/or replacement of cardiac monitor-defibrillator equipment and communication equipment on Paramedic First Response units. The County will provide routine maintenance checks of County owned equipment on paramedic transport units or furnish replacement units when necessary as determined by the County. The Municipality is responsible for repair costs. The Municipality shall reimburse the County for costs associated with the repair of County owned equipment and for other repairs made on behalf of the Municipality. The County shall obtain reimbursement for these repairs as a reduction in the monthly payment to the Municipality.

The replacement of County owned equipment on paramedic and/or paramedic first response units when the equipment is lost and/or damaged due to an act of negligence on the part of Municipality employees is the responsibility of the Municipality. Negligence is defined as the "omission or neglect of reasonable care, precaution or action." An appeal process shall be created and agreed to by both parties at a later date to arbitrate questions of responsibility for damaged or lost County equipment should the Municipality disagree with County's decision.

3.1.1 Major Equipment Changes. Major equipment changes will be implemented with a mutually agreed upon time schedule between County and the Municipalities.

3.2 Educational Activities. The initial education, refresher and continuing education courses conducted by County Emergency Medical Services is offered to the Municipality if the Municipality is providing paramedic response services and an individual remains an active paramedic in the system. Admission to classes, refresher courses and quarterly continuing educational courses at no charge shall be limited to those individuals active in the Municipality's paramedic program and is done at the sole discretion of the County.

If the Municipality hires an individual whose Paramedic Education was provided by an entity other than Milwaukee County, the Municipality may petition the County to recognize and accept that individual as part of the County EMS System, however, the County is under no obligation to recognize or accept that individual into the Milwaukee County Emergency Medical Services System. The County has full discretion in the establishment of methodologies to assess a petition and to establish review and acceptance criteria regarding individuals educated by other non-County programs.

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

3.4 Establishment of Rates and Policies. The County has the right to set policies, rates and charges for services and address other operational issues as determined by the County or as directed and approved by the Milwaukee County Board of Supervisors. These include, but are not limited to, establishment of charges for paramedic services and the authority to bill such charges according to policies and procedures established by the Milwaukee County Board of Supervisors or as provided for under the terms of this agreement.

3.5 Reimbursement. The County shall issue payments to the Municipality as provided under this agreement and defined in the appropriate sections of Section 4, Level of Participation and Sharing of Costs.

3.6 Provision of Medical Supplies. The County is responsible for obtaining all consumable medical supplies for patient care on all paramedic transport vehicles. Medications and supplies shall be standard medications and supplies authorized in the program. The

Municipality shall reimburse the County for costs associated with the procurement of medical supplies and/or commodities ordered on behalf of the Municipality; the County shall obtain reimbursement for these medical supplies and/or commodities as a reduction in the monthly payment to the Municipality.

3.7 Approval by the State of Wisconsin. The County will take the appropriate steps to have the regional emergency medical services plan and the County's Education Center approved by the Wisconsin Department of Health and Family Services.

3.8 Communications Base. The County shall provide and maintain a central communication base for coordination of field unit activities, system communications and medical direction to the paramedic units or other units as determined by the County.

3.9 Medical Direction. The County shall provide on-line medical direction and medical oversight for municipal employees active in the provision of paramedic services. The Medical Director for the County has complete discretion regarding the acceptance of any individual, whose practice falls under the Medical Director's license, including the ability to withhold, suspend or completely terminate an individual's involvement in the Milwaukee County EMS System. The Municipality shall recognize the authority of the EMS medical director on issues related to patient care and privileges of medical control for all Paramedic and/or Paramedic First Response Units or individuals operating under the medical director's license.

4. Level of Participation and Sharing of Costs

4.1 Municipalities Operating a Paramedic Transport Unit and/or a Paramedic First Response Unit. The County and the Municipality have agreed that the Municipality shall operate a Paramedic Transport Unit for Paramedic responses within the Paramedic Response Zone as determined by the Milwaukee County Fire Chiefs from host communities and approved by the County's Emergency Medical Services Council and Paramedic First Response Units with a zone of coverage determined by the Municipality. The Emergency Medical Services Council may, at its sole discretion, make any modification to the Paramedic Response Zones at any time it deems necessary for the benefit of the emergency medical services system.

4.1.1 Paramedic Transport Units A Paramedic Transport Unit is defined as an emergency transport vehicle equipped and staffed at the advanced life support level, as identified in HFS 112.

4.1.2 Paramedic Transport Unit Response. Paramedic Transport Units are to respond to and transport those patients needing advanced life support. Patients not requiring advanced life support services shall be provided services by other providers and transported in units other than the paramedic unit to assure maximum availability of advanced life support units. The Medical Director shall set forth the policy for the response and transport of patients to a hospital. Paramedic Transport Units shall be available to respond to any and all advanced life support needs within the zone of coverage approved by the Emergency Medical Service Council, unless involved in an earlier response.

4.1.3 Number of Transport Units. The Municipality agrees to provide at least one (1) paramedic transport vehicle (Paramedic Unit) to carry out its role in this program. The paramedic transport vehicles shall be available twenty-four (24) hours per day unless otherwise involved in an Emergency Medical Services response, or unless a change is requested or directed due to the execution of Section 6.3, Section 7.2 or Section 7.3 of this agreement.

4.1.4 Paramedic First Response Units. Paramedic First Response Units are operated by the Municipality and the Municipality shall be responsible for addressing their zone of coverage and insuring compliance with State Statutes and County requirements. Under no condition shall the Municipality transport a patient who has received Advanced Life Support services in any vehicle other than a Paramedic Transport Vehicle unless special conditions warrant immediate transport as identified in Milwaukee County EMS policy.

4.1.5 Staffing of Response Units. The Municipality agrees that Emergency Medical Technician-Paramedics (EMT-P) shall be scheduled during any twenty-four (24) hour shift in a manner that meets State staffing requirements as identified in HFS 112.

4.1.6 Ride Alongs. The Municipality agrees that all ride alongs on any paramedic unit requested by any and all institutions, including but not limited to, health care agencies; businesses, schools, non local fire/EMS services and education programs other than County's will be scheduled through Milwaukee County's EMS office. All ride alongs scheduled by County will be done in collaboration with the involved fire department. The fire department has the ability to schedule ride alongs on paramedic units for their local residents and/or municipal officials riding as an independent, provided County's releases are signed and submitted to County's EMS office prior to the ride along. It is understood that the ride alongs are observational and at no time may the individual on the ride along participate in patient care. Students enrolled in County's educational programs will have priority when scheduling ride alongs.

Any observational ride along scheduled through County with an assessed fee, half of the collected fee will be credited to the Municipality where the ride along occurs, with the exception of County's two units. County reserves the right to determine what entities would be assessed.

4.1.7 Backup to Other Municipalities. The Municipality agrees that as a participant to this agreement they mutually consent to provide backup, as may be required, to achieve the response zone and backup requirements as currently established by the Emergency Medical Services Council. The Municipality and each member Municipality to said agreement shall assume the liability imposed by law and hold the County harmless for the operation of its own vehicles and equipment or vehicles and equipment purchased by the County and used by the Municipality.

Municipalities are encouraged, but not required, to execute mutual aid agreements with other municipalities adjacent to the political boundaries of the Municipality for Advanced Life Support Services provided by a Paramedic First Response Unit to insure the availability of more comprehensive coverage. The County shall be a party to all discussions regarding the establishment of mutual aid agreements and prior to the execution of any mutual aid agreement between the Municipality and a neighboring community outside of the County of Milwaukee, the County shall be consulted to assure that the service provision to County residents shall remain a top priority and that the fiscal impact of the mutual aid agreement meets the needs of the County. Mutual Aid agreements shall include indemnification and insurance language sufficient to protect the County and its agents from any liability and recognize the rights and control of the County's Medical Director. The County reserves the right to deny the execution of these mutual aid agreements.

If the Municipality executes a mutual aid agreement with other municipalities adjacent to the political boundaries of the Municipality but outside the political boundaries of the County of Milwaukee for Advanced Life Support Services and, during the course of this contract, provides Paramedic or Paramedic First Response services to citizens or other individuals within that service area, the Municipality and County shall share all revenues from the collected invoices. Under this revenue sharing agreement, the Municipality and County shall establish necessary policies and procedures to track said services. Revenues from these services shall be distributed in the following manner: total billing costs will be subtracted from the gross amount collected, ten (10) percent of the net remaining amount shall be retained by the County to offset administrative costs, ten (10) percent of the remaining net amount will be retained and included as a part of total net system revenue, and the Municipality will receive eighty (80) percent of the remaining net revenue.

4.1.8 Limitation of Services. The Municipality will not enter into situations pertaining to the provision of paramedic level services that detract from the primary service area, including, but not limited to, special events without the approval of County EMS and the Medical Director.

4.1.8.1 Regulation for Private Providers. The Municipality may not, without authorization from the County, the County's Medical Director, the EMS Council, the Fire Chief of the affected Municipality, and other parties to this agreement, arrange for some or all of the Advanced Life Support Services to be provided by one or more private ambulance provider(s). This prohibition is limited to services provided under this agreement.

4.1.9 Education. The Municipality agrees to refer to the County's Education program individuals who meet the admissions criteria for the County's program. Pre-requisite course work may include post-secondary education classes in such areas as English Composition, Anatomy and Physiology or other academic areas as determined by the State of Wisconsin. County's Emergency Medical Services has final approval for student selection based on established admissions criteria. The Municipality agrees to send licensed and active paramedics to scheduled continuing education

conferences provided by County's Emergency Medical Services. The Municipality agrees to provide and cooperate with the County in any preceptor program and to provide an adequate number of paramedic preceptors to participate in field education.

The County shall provide education to the referred and accepted staff of the Municipality up to the following levels: 1) training and educational opportunities, on a space available basis as determined by the County, which will allow a candidate to meet the State of Wisconsin license requirements and qualify for taking the National Registry Examination for an Emergency Medical Technician - Paramedic; 2) access to refresher courses for individuals active in the Paramedic program; and 3) access to quarterly continuing educational programs to individuals active in the Paramedic program.

4.1.10 Billing for Service. The Municipality waives all rights pertaining to billing for any emergency medical services delivered under the County's Paramedic Level Emergency Medical Services Program. The County shall, for all billing and statistical reporting purposes, be considered the provider of Paramedic service.

4.1.11 County Payments to the Municipality. The County agrees to make payments to the Municipality based upon the following:

4.1.11.1 The County shall make monthly payments to the Municipality that are equal to 55.874% of net collections for services performed by all EMT-Paramedics on behalf of the County minus any administrative expenses as identified in the following subparagraphs of this section. This distribution is based on a formula developed and adopted by the Intergovernmental Coordinating Council. 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 services. The County shall make available to the Municipality access to billing and collection records as requested by the Municipality and available by the County to audit and confirm the collection status of any claim or group of claims. Payments to the Municipality shall be made monthly, in arrears, and shall include supplemental information regarding the gross patient billed amount, the net amount collected, billing fee and reductions for administrative expenses. Net collections shall be defined as money received by the County for Advance Life Support services performed by the system EMT-P's on behalf of the County for the defined response area(s) less refunds to patients and/or insurance or other third party payors.

4.1.11.2 County will provide an annual supplemental payment of ~~$176,470 for each paramedic unit currently operating in the system~~ 1,588,235 to the City of Milwaukee. This supplement will be disbursed over a 12-month time period. The County's payments under this clause will be limited to a maximum of $3,000,000 for the seventeen (17) units.

4.1.11.3 County will pay eight (8) percent of the total nine (9) percent fee currently assessed for billing and collection purposes.

4.1.11.4 References to any annual payments by the County to the Municipality shall mean a payment for any twelve (12) month calendar year beginning in the month of January and concluding at the end of December. Monthly payments to the Municipality will be reduced by the County for the following expenses incurred by the County on behalf of the Municipality:

4.1.11.4.1 Actual expenses incurred by the County for pharmaceuticals, medical supplies and/or commodities ordered by the Municipality for use on the paramedic transport vehicles and/or paramedic first response units.

4.1.11.4.2 Actual expenses incurred by the County for defibrillator and radio repairs and parts or other equipment repairs and parts used on the paramedic transport vehicles.

4.1.11.4.3 An administrative fee of one-percent (1%) of the net collections for each month. Net collections shall be defined as money received by the County for Advance Life Support services performed by the System EMT-Ps on behalf of the County less refunds to patients and/or insurance or other third party payors.

5. General Provisions

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

The Municipality agrees to protect, indemnify, hold harmless and defend the County against any and all claims, demands, damages, suits, actions, judgments, decrees, orders, and expenses, for bodily injury or property damage arising out of the negligent acts or omission, from any cause, on the part of said paramedics.

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

5.3 Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards Act. In the performance of work under this contract, the parties shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or suspension; rates of pay or other forms of compensation; and selection for training including apprenticeships.

The County shall not be liable for any judgment or retroactive salary payments against the Municipality by an offended party seeking damages, back-pay or other compensation for failure to adhere to Federal and State Affirmative Action guidelines and/or Non-discrimination, Equal Opportunity or Fair Labor Standards Act Statutes or requirements under this contract or any previous contract executed between the County and the Municipality. This provision shall survive the termination of this contract.

5.4 Article and Other Headings. The article and other heading contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

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

5.8 Entire Contract. This Agreement, specified Exhibits and other Agreements or Documents specified herein shall constitute the entire contract between the parties and no representation, inducements, promises, agreements, oral or otherwise as it pertains to the County's obligations for fiscal support to the Municipality's Fire Department and/or Fire Department, Inc. Any and all other existing agreements, cost sharing agreements or contracts between the County and the Municipality shall be considered void.

6. Health Insurance Portability and Accountability Act (HIPAA)

6.1. The Municipality shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of Municipality services provided hereunder. In conformity therewith, the Municipality agrees that it will:

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

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

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

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

6.1.5 Ensure that any agents or subcontractors to whom the Municipality provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Municipality with respect to such PHI;

6.1.6 Make PHI available to Milwaukee County EMS and to the Individual who has a right of access as required under HIPAA within 30 days of the request;

6.1.7 Notify Milwaukee County EMS of any amendment(s) to PHI and Incorporate any amendment(s) to PHI at the request of Milwaukee County EMS or the Individual who has a right of access as required under HIPAA;

6.1.8 Upon patient request, provide an accounting of all uses or disclosures of PHI made by the Municipality as required under HIPAA privacy rule within 60 days;

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

6.1.10 At the termination of this Agreement, all PHI received from, or created or received by the Municipality on behalf of Milwaukee County EMS, will not require return or destruction, as the Municipality itself is a covered entity under HIPAA, and the PHI will be required for the proper management and administration of the Municipality in the absence of this Agreement.

6.2 The specific uses and disclosures of PHI that may be made by the Municipality on behalf of Milwaukee County EMS include:

6.2.1 Review and disclosure of PHI as required for treatment, payment and health care operations;

6.2.2 Disclosures of PHI upon request as permitted by Wisconsin state statutes and the Federal privacy rule;

6.2.3 Uses required for the proper management and administration of the Municipality as a business associate and;

6.2.4 Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

6.3 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Milwaukee County EMS, in its sole discretion, if Milwaukee County EMS determines that the Municipality has violated a term or provision of this Agreement pertaining to Milwaukee County EMS service obligations under the HIPAA privacy rule, or if the Municipality engages in conduct, which would, if committed by Milwaukee County EMS, result in a violation of the HIPAA privacy rule by Milwaukee County EMS.

7. Term, Renewal and Termination.

7.1 Term. This agreement shall be effective from January 1, 2004 until December 31, 2005, unless termination or suspension of the contract is issued as outlined in Sections 6.3, 7.2 and 7.3 and provided that the County Board of Supervisors authorized the continuation of the programs herein described and funds sufficient expenditures for the provision of those services in its Adopted Budgets in each of the subsequent years following 2004. If the parties to this agreement fail to renegotiate this agreement prior to December 1, 2005, then this agreement shall automatically be extended for one additional year.

7.2 General Termination. Either party may terminate the agreement without cause by serving a sixty (60) day notice via certified mail in the event of passage and signing of a resolution by the respective governing body declaring the intention of ending the provision of paramedic services or withdrawing support from the paramedic program. Material breech of any provision of the contract, including but not limited to the Municipality's provision of Emergency Medical Services data to the County, by either party may serve as grounds for termination of the contract. In the event of a breech of contract, the offending party shall have 30 days from the date notice has been given to correct the situation. If the offending situation is not corrected at the end of the 30-day period, the contract shall be considered void 60 days from the original date of notification and any obligations on behalf of the Municipality and/or the County terminated.

7.3 Termination by the County in Critical Service Situations. In recognition that the Paramedic Program operates to provide health and safety services to all county residents and that situations may arise which would prohibit the delivery of these services, thereby jeopardizing the health and safety of county residents, the County may, at the discretion of the Medical Director, suspend this contract on twenty-four (24) hours notice whenever a situation occurs which, in the judgment of the Medical Director, would prohibit the Municipality from fulfilling its responsibility to provide services to residents at the level mandated by the EMS program and which cannot be corrected within a twenty-four (24) hour time span. For the purposes of this section, situations which might interrupt the delivery of services to residents include, but are not limited to acts of nature, acts of the Municipality or its employees or any other action which would reduce the availability of trained and authorized Paramedics and/or

EMTs. In the event that the Medical Director determines a situation exists which jeopardizes the health and safety of county residents and which warrants execution of the County's right to suspend the contract under this section, the Medical Director shall perform the following:

7.3.1 The Medical Director shall inform the Municipality in writing of the situation that jeopardizes the safety and health of county residents and the intention of the County to suspend the Paramedic contract for services within 24 hours unless the situation can be addressed and corrected within a time span not to exceed 24 hours from the time of notification. This notification shall include the date and exact time of suspension and shall be delivered to the Municipality in a manner that insures receipt of notification.

7.3.2 The Medical Director shall inform the County Executive's Office, the Chair of the Committee on Health and Human Needs, the Director of Health and Human Services and the Director of County's Emergency Medical Services of the decision to suspend the contract under this section and provide a justification of the action and the anticipated actions required to insure continuous delivery of services to county residents. A full report of the situation shall be made available for the County Board of Supervisors and the County Executive within a ten (10) day period following the execution of the County's right to suspend the contract under this section. This report shall include, but not be limited to, the situation which warranted the suspension of the contract, the actions of the Medical Director to insure delivery of services to residents once the contract for services was suspended, the plans of the Medical Director to insure continued delivery of services to residents in the immediate future, and what, if any future contract changes would be required with the Municipality or any other Municipality with which the County contracts for paramedic services to insure the delivery of services.

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