

CITY OF ALGOMA
COUNTY OF KEWAUNEE
STATE OF WISCONSIN

COMMON COUNCIL
RESOLUTION No. 993 – 2019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT
WITH BAYCARE AURORA, LLC

WHEREAS, the City of Algoma Fire and Rescue Department operates an ambulance service and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, BayCare Aurora, LLC dba Aurora BayCare Medical Center (ABMC) contracts with physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City wishes to engage Christopher Painter, M.D., contracted by ABMC, to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Algoma, duly assembled this 2nd day of December, 2019, hereby authorize the Mayor to enter into an Emergency Medical Service Medical Director Agreement with BayCare Aurora, LLC. dba Aurora BayCare Medical Center.


ADOPTED BY ORDER OF THE COMMON COUNCIL AT A REGULAR MEETING THEREOF ON THE 2ND DAY OF DECEMBER 2019, BY A VOTE OF 7 FOR AND 0 OPPOSED.

Approved:



Wayne R. Schmidt,
Mayor of the City of Algoma

Attest:



Jamie Jackson,
Clerk of the City of Algoma

EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT

This **Emergency Medical Service Medical Director Agreement** (the "Agreement") is entered into by and between the **City of Algoma**, a Wisconsin municipal corporation, **on behalf of the Algoma Fire & Rescue Department** ("City") and **BayCare Aurora, LLC**, a Wisconsin limited liability company, **d/b/a Aurora BayCare Medical Center** ("ABMC").

Recitals

WHEREAS, City operates an ambulance service ("City Service") and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City Service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, ABMC contracts with physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City wishes to engage Christopher Painter, M.D., contracted by ABMC, to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS; and

NOW THEREFORE, in return for their the mutual covenants and obligations, together with other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Engagement of Director.** The City hereby engages ABMC to provide the services of Christopher Painter, M.D. ("Director"), contracted by ABMC, to serve as its Director for the City's provision of emergency medical services to its residents and inhabitants, and to perform all acts and duties required of said position in conformity with Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS.
- 2. Term and Termination.** This Agreement shall commence on _____, 2019 and continue for one (1) year ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") unless either party gives written notice of the decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Either party may terminate this Agreement at any time and for any reason by giving not less than thirty (30) days prior written notice to the other party hereto.
- 3. Duties.** Upon request of the City, ABMC shall ensure Director participates in the development, coordination, direction, supervision, and establishment of standards and procedures for the operation of the emergency medical service. In addition to the statutory and regulatory duties identified above, ABMC shall ensure Director performs, the

following duties:

- a. Coordinate the development and continued oversight of standard operation procedures and protocols as well as complying with Wis. Admin. Code §110.49 DHS "EMT-paramedic operational plan" (hereafter "Approved Operational Plan"), ensuring these policies are reviewed and revised as necessary.
- b. Monitor all aspects of quality control with the Approved Operational Plan, including but not limited to, individual EMT/paramedic knowledge, skills, and performance; periodic audits of target areas (i.e. chest pain, psych emergencies, and trauma); and audits of all deaths, cardiac arrests, intubations, and helicopter transports to ABMC in Brown County.
- c. Provide City Service with timely quality assurance initiatives, including critique and commentary of emergency services provided for the purpose of maintaining a medically acceptable level of emergency service care.
- d. Perform or direct oversight of the base station physicians responsible for day to day directions and supervision of EMT and paramedic ambulance services functioning under the Approved Operational Plan.
- e. Provide physician ride-along monitoring and assessment services for paramedic crews on a periodic basis.
- f. Provide educational support for emergency services personnel with such frequency as determined by state requirements and needs of the Approved Operational Plan, including on-going training, competencies with new equipment and techniques.
- g. When available and present, Director will provide on-scene physician support at the following types of Emergency Medical Service ("EMS") incident scenes: (1) critical in-transit scenes (airport/highway/industrial); (2) mass casualty incident; (3) fire scenes (operational); and (4) large scale events as needed, including planning meetings and event day operations.
- h. When available and present, Director will provide physician support during EMS on scene interactions, including: (1) directing work of EMS staff; (2) direct physician treatment of patient(s); (3) transportation of patients to medical facilities; (4) fireground firefighter rehabilitation, including on-scene evaluation of vital signs and on-scene treatment; and (5) participating in incident command structure, including providing fire ground support by assisting command with medical related issues.
- i. Director's transportation to and from scenes as described in Sections 3(g) and 3(h) may occur by City emergency vehicle, either as driver or passenger, or by personal vehicle of Director.
- j. Comply with all state and local EMS protocols.

k. Abide by all orders, regulations, restrictions and protocols of Director or the Director's designees.

4. **Pharmaceutical Medications, Durable Medical Supplies and Training Courses.**

ABMC agrees to replenish City Service's inventory of pharmaceutical medications and durable medical supplies at ABMC's cost. ABMC shall invoice City Service on a monthly basis for such supplies and City shall reimburse ABMC within thirty (30) days after receipt of invoice. ABMC also agrees to provide City Service Personnel with American Heart Association ACLS, PALS, and BLS training courses on-site or at Aurora BayCare Medical Center Sports Complex.

5. **Financial Arrangement.** In fulfillment of ABMC's public service mission and commitment to providing services for the health and wellness of communities in ABMC's service area and in recognition of the fact that both parties do not profit services rendered in the community, it is agreed that the services rendered by ABMC, Director or any physician, shall be free of charge. It is expected that services will take approximately ten (10) hours per year.

6. **Independent Contractors.** The parties are independent contractors. No party is authorized or permitted to act as an agent or employee of any other. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture relationship or to allow any party to exercise control or direction over the manner or method by which any party provides services to patients. All services shall be performed in accordance with all applicable medical standards and the terms and conditions of this Agreement.

7. **Insurance.**

- a. ABMC. ABMC shall obtain and maintain, during the term of this Agreement, medical professional liability insurance insuring ABMC and Director, in accordance with the provisions of Chapter 655 of the Wisconsin Statutes, covering medical malpractice.
- b. City. City shall obtain and maintain the following insurance policies during the term of this Agreement, with the minimum amounts specified:
 - (i) Automobile Liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) combined single limit.
 - (ii) Professional Liability insurance in the amount of Three Million Dollars (\$3,000,000) per incident.
- c. Additional Insured. Neither party shall be required to consider or list the other as an "additional insured" on such policies.

8. **No Indemnification.** Except as set forth in this Agreement, each party will be legally and financially responsible for the acts and omissions of itself and its employees, partners, directors, officers, representatives and agents and will pay all losses and damages attributable to

such acts or omissions for which it is legally liable. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY WILL BE LIABLE FOR ANY OTHER PARTY'S INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. This Agreement will not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, partners, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

9. **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery, recognized overnight delivery service or registered/certified mail at the following addresses for each:

If to City, to:
City of Algoma
416 Fremont Street
Algoma, WI 54201
Attn: Administrator

If to ABMC, to:
Aurora BayCare Medical Center
8945 Greenbrier Road
Green Bay, WI 54311
Attn: President

With a copy to:
Advocate Aurora Health, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
Attn: Chief Legal Officer

Either party may change the address for notice by a notice given in conformance with this section.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No change to the terms of this Agreement will be effective or enforceable unless such change shall be in writing and signed by the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic copies shall be deemed to be as valid as the original.

[Signatures Immediately Following]

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates set forth below.

CITY OF ALGOMA

BAYCARE AURORA, LLC

Signature: Wayne R. Schmidt

Signature: _____

Name WAYNE R. SCHMIDT

Name: _____

Title: MAYOR

Title: _____

Date: 12-03-2019

Date: _____

PHYSICIAN ACKNOWLEDGEMENT

The undersigned physician ("Physician") acknowledges and agrees to serve as the Medical Director as set forth in the attached Emergency Medical Service Medical Director Agreement ("Agreement") by and between the City of Algoma and BayCare Aurora, LLC. Physician agrees to perform the services in accordance with the terms and conditions specified in the Agreement.

Effective for services performed on or after _____, 2019.

Christopher Painter, M.D., M.S.

Date