

**AGREEMENT FOR MEDICAL DIRECTION
AND MEDICAL CONTROL OF
EMERGENCY MEDICAL DISPATCH**

THIS AGREEMENT is made the 1st day of July, 2015, by and among **VILLAGE OF GRAFTON**, Wisconsin, on behalf of the **VILLAGE OF GRAFTON POLICE DEPARTMENT** ("Client"), **AURORA MEDICAL CENTER GRAFTON LLC**, on behalf of its **AURORA MEDICAL CENTER GRAFTON** practice location ("Hospital"), and **AURORA MEDICAL GROUP, INC.**, a Wisconsin non-stock corporation ("AMG").

Recitals

WHEREAS, Client coordinates and/or operates a dispatch center that serves as a public safety answering point ("PSAP");

WHEREAS, Hospital operates a Wisconsin licensed acute care hospital in the Village of Grafton, which includes emergency medicine physicians who are capable of providing Medical direction for Emergency Medical Dispatch ("EMD") programs;

WHEREAS, AMG operates physician practices and employs physicians who are involved in the provision of emergency medical care, one of whom it will make available to provide medical director services to Client for its EMD program; and

WHEREAS, Client desires to engage the services of Hospital and AMG to serve as the medical director for the Client's EMD program and to furnish a medical director for medical direction activities under Client's EMD program, all pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, it is agreed as follows:

1. Engagement.

1.1. Medical Director. Client hereby engages AMG to designate a Wisconsin licensed physician to serve as the medical director for the Client's EMD program ("Medical Director"). Client will name the AMG designated physician to be the Medical Director for its EMD program, provided such designated physician meets all requirements to serve as such Medical Director set forth in this Agreement. If, for any reason, such designated physician is unable or ceases to serve as such Medical Director, AMG will designate a replacement physician to serve as Medical Director. Client will name such replacement as its Medical Director provided such physician meets all requirements to serve as the Medical Director set forth in this Agreement.

2. Services To Be Provided By Hospital and AMG.

2.1. AMG shall require the physician designated as the Medical Director to:

i. Provide medical direction to Client's designated supervisor of the EMD program and other personnel who are part of Client's EMD program; This gives the Medical Director authority on almost every portion of dispatch, to include but not limited to, hierarchy of protocols and safety considerations, officers' actions and oversight of dispatch during their shift, and administrative directions that may be considered inclusive in the EMD program. This wide ranging concern is due to the integrated nature of our dispatch with Police, Fire and EMS and our lack of dispatch personnel to dedicate to specific EMD protocols under circumstance. This attempt to control certain aspects dispatch and Police response was the driving factor that led to the written order being issued in June of 2017 that prohibited the practice of dispatching police resources as soon as practical. This order was rescinded shortly after it was issued.

ii. Direct and supervise all medical phases of EMD program and the various personnel (dispatchers, etc.) operating under the EMD program; This gives the Medical Director supervisory authority over dispatch. Again, this will conflict with Administrative Directives associated with officer response plans and incident command during events. This attempt to control certain aspects dispatch and Police response was the driving factor that led to the written order being issued in June of 2017 that prohibited the practice of dispatching police resources as soon as practical. This order was rescinded shortly after it was issued.

iii. Oversee standard operating protocols, policies, procedures, standards and guidelines ("Protocols") for the personnel operating under the EMD program and assist Client in drafting Protocols as requested; This gives the Medical Director the authority to fully dictate dispatch operations, to include but not limited to, staffing levels on any given shift (could mandate increased staffing levels contrary to Village policy and established budgetary restrictions), change work week rotation and /or hours of work, set policy that is unrealistic based on staffing, resources or job duties.

iv. Coordinate and supervise evaluation activities and quality assurance programs conducted under the EMD program; the Medical Director could fundamentally change the Village evaluation form and employee evaluation process because the dispatchers engage in EMD.

v. Consult, assist and participate in educational programs for personnel who are part of Client's EMD program. EMD education will primarily remain the responsibility of Client, however close oversight will be provided by the medical director.

vi. Report periodically to Client on activities and issues related to the functioning of the EMD program.

2.2. The AMG designated Medical Director shall have the following qualifications:

i. Be a Wisconsin licensed physician without any limits on his or her

licensure;

ii. Be board certified by either the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM).

iii. Be Emergency Medical Services ("EMS") fellowship trained.

iv. Be a member in good standing of the Medical Staff of Hospital;

3. Services of Client. In the event that any information, data, software, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the EMD plan or to the Medical Director, Client shall promptly furnish copies of these materials or allow access to AMG for use under this Agreement. Client shall designate an individual to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define Client's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement. Client shall also: This includes access to information that if made public may compromise an ongoing investigation etc. If this level of access is authorized, the Medical Director will have to be fingerprinted and submit to the same rigors as anyone else that has this level of access.

3.1 Provide AMG and Hospital with access to all computer aided dispatch (CAD) records, EMD records, quality assurance software/records, voice recordings of 911 calls, medical records and all other relevant data as pertains to the delivery of EMD. This includes access to information that if made public may compromise an ongoing investigation etc. If this level of access is authorized, the Medical Director will have to be fingerprinted and submit to the same rigors as anyone else that has this level of access.

3.2 Provide nonfinancial support for research activities dealing with prehospital emergency care and EMD conducted by AMG or Hospital.

3.3 In conjunction with AMG and Hospital, develop and implement quality assurance measures and keep Client's EMD program current.

3.4 Follow all policies, procedures, medical guidelines and protocols as established by the Medical Director as they pertain to the EMD program. This gives carte blanche to the Medical Director to set policy and procedure regardless of budgetary, personnel or resource limitations. This attempt to control certain aspects dispatch and Police response was the driving factor that led to the written order being issued in June of 2017 that prohibited the practice of dispatching police resources as soon as practical. This order was rescinded shortly after it was issued.

4. Schedule. AMG and Client shall mutually determine the schedule for and performance of the various services hereunder.

5. Compensation. Client shall reimburse AMG for Medical Director's travel outside of Ozaukee County at the Internal Revenue Service recognized rate for automobile travel (as it is modified from time to time). Out-of-county travel must be approved in advance by Client.

Client shall reimburse AMG and Hospital for long distance telephone calls, photocopying and other reasonable expenses. Appropriate expense account records will be submitted to support such reimbursement.

Expense invoices not paid by client within thirty (30) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge (but never more than the highest rate permitted by law) per month.

If Client fails to make any payment within sixty (60) days after receipt of invoice, AMG may, after giving seven (7) days written notice to Client, suspend services under this Agreement until all amounts due are paid in full, and/or seek other available remedies.

6. Term of Agreement. This Agreement shall be effective as of **July 1st, 2015** and continue through **June 30, 2016**, unless otherwise terminated as provided herein. This Agreement and all its terms and conditions shall automatically renew thereafter on a year-to-year basis, unless a party gives written notice of non-renewal not less than ninety (90) days prior to the expiration of the then effective term.

7. Termination for Breach. In the event any party fails to fulfill in a timely and proper manner its material obligations under this Agreement, which failure continues for thirty (30) days after written notice, the nonbreaching party (Client for a breach by AMG or Hospital and AMG or Hospital for a breach by Client) shall have the right to terminate this Agreement by giving a thirty (30) day written notice to the breaching party of such termination and specifying the date of the termination.

8. Documents Upon Termination. In the event of termination of this Agreement, all finished and unfinished documents prepared by AMG under this Agreement shall become the property of Client upon payment of all invoices submitted and due AMG under the terms of this Agreement. AMG shall not perform any new or additional work upon termination without the advance, written permission of Client.

9. Entire Agreement: Amendments. This Agreement sets forth the entire agreement among the parties hereto on the subject matter hereof. No understanding not set forth herein shall have any force or effect. This Agreement may be amended only by a written document signed by the parties.

10. Insurance. AMG and Hospital shall obtain and maintain the following insurance policies during the term of this Agreement with the minimum limits as specified.

i. Automobile Liability: One Million (\$1,000,000.00) Dollars single limits.

ii. Medical Malpractice: Medical professional liability insurance insuring AMG, Hospital and Medical Director, in accordance with the provisions of Chapter 655 of the Wisconsin Statutes, covering medical malpractice.

11. Assignment and Subcontract Prohibited. No party may assign or subcontract any interest or obligation under this Agreement without the prior written approval of the other

parties, which approval shall not be unreasonably withheld.

12. Severability. It is agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

13. Nondiscrimination. In the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment in violation of any Federal, State, or local law, rule or regulation because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Services are to be provided in accordance with the Federal Americans with Disabilities Act to the extent applicable.

14. Governing Law. This agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin without giving effect to the choice of law provisions thereof. The jurisdiction and venue for any dispute hereunder shall be in the federal or state courts in Milwaukee County, Wisconsin. No party shall commence an action in any other venue or forum. All parties waive trial by jury in any action or proceeding hereunder or relating hereto.

15. No Waiver. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. Notices. Any notice required or permitted to be given to a party under this Agreement shall be sufficient if in writing and sent by registered or certified mail, return receipt requested, postage prepaid, or hand delivered at the following addresses of the parties as indicated below:

For Client:

Village of Grafton

Attn: _____

For AMG or Hospital:

Aurora Health Care, Inc.

PO Box 341880

Milwaukee, WI 53234-1880

Attn: Senior Vice President and General Counsel

Any party may change the address for notice by a notice given in accordance hereunder.

17. No Third Party Beneficiaries. This Agreement is intended to be solely among the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits, or privileges of any third party or parties, including, but not limited to, employees of a party.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement, through representatives having legal authority to bind them, on the dates below given.

VILLAGE OF GRAFTON, WISCONSIN (Client)

Date: _____

By: _____
Its: _____

Attest: _____
Its: _____

AURORA MEDICAL CENTER GRAFTON LLC

Date: _____

By: _____
Its: _____

AURORA MEDICAL GROUP, INC.

Date: _____

By: _____
Its: _____

GIFT AGREEMENT

This **Gift Agreement**, by and between Aurora Health Care Foundation, Inc. ("Foundation"), a Wisconsin non-profit corporation, and the **Village of Grafton, Wisconsin** ("Village"), a Wisconsin municipal corporation, is dated this _____ day of _____, 2015.

WHEREAS, Village is implementing an Emergency Medical Dispatch System ("EMD"); and

WHEREAS, consistent with its mission to improve the health and welfare of its communities, Foundation has committed the sum of Thirty Seven Thousand, One Hundred and Five Dollars (\$37,105) to support Village's implementation of EMD; and

WHEREAS, the parties recognize that effective implementation of EMD requires certain commitments from Village,

NOW, THEREFORE, IT IS AGREED;

I. VILLAGE'S OBLIGATIONS

A. Village will utilize Aurora Medical Center Grafton as its EMD medical direction hospital for at least three (3) years from the implementation date of EMD ("Implementation Date"). It is understood that emergency transporters participating in EMD will, at all times, respect the right of patient choice and the need to transport patients to the most appropriate receiving facility.

B. Maintain accreditation by The International Academies of Emergency Dispatch for at least (3) years from the Implementation Date. This requirement has never been met.

C. Be financially responsible for the annual maintenance costs of the Priority Dispatch system.

D. Be financially responsible for all ongoing training appropriate for EMD personnel and maintenance of EMD equipment and license. **This burden continues to grow.**

II. FOUNDATION'S OBLIGATIONS

Foundation will donate to Village the amount of Thirty Seven Thousand, One Hundred and Five Dollars (\$37,105), to be used exclusively for the EMD not later than August 1, 2015.

III. Term

This Agreement is for a term of three (3) years, beginning July 1, 2015.

Aurora Health Care Foundation, Inc.

Village of Grafton, Wisconsin

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____