



**RACINE FIRE DEPARTMENT**  
**Chief's Office: 262-635-7911**

December 3, 2007

Honorable Mayor and  
Common Council

Dear Honorable Mayor and Common Council Members:

The department is requesting the Mayor and City Clerk be authorized to enter into a Paramedic Medical Direction Agreement with the Racine Area EMS Group and Doctor Rommel Bote.

History – Since the inception of paramedic service in the Greater Racine area in 1999, the six fire departments that compose the Racine Area EMS Group have utilized a common Medical Director for various aspect of the program. By banding together we have developed cost efficiencies in that the total cost for Medical Direction is distributed among the six departments based on a predefined formula. Those departments include Racine, Mt Pleasant, Caledonia, Sturtevant, Raymond and Union Grove.

During the course of 2007, there have been a number of updates and changes made to the 2008 Agreement, including a more comprehensive job description and the removal of redundant language. Much of the discussion on the agreement was facilitated by Mr. Roger Caron representing Racine Area Manufacturer and Commerce (RAMAC).

This agreement covers the period January 1<sup>st</sup>, through June 30<sup>th</sup>, 2008. It is our goal to get the agreement off of the calendar year, and put it on a fiscal year which will allow us to do better financial planning with respect to our municipal budgets. We further propose that the department be allowed to extend the terms of the agreement by a “Letter of Agreement” for up to two years so long as there are no major changes to the agreement or costs associated with the agreement.

City Attorney Scott Letteney has reviewed the agreement and has made very minor recommendations for follow up. Those changes include an “Out Clause” which allows us to opt out should funding not be available, removal of redundant language under Article VII; Section 6, and extending the agreement by Letter of Understanding.

Respectfully submitted,

Steve Hansen, Fire Chief



**2008 AGREEMENT \*(January 1<sup>st</sup> – June 30<sup>th</sup>, 2008)**  
**FOR MEDICAL CONTROL RESPONSIBILITIES**  
**BETWEEN RAMAC - EMERGENCY MEDICAL SERVICES COMMITTEE**  
**&**  
**ROMMEL O. BOTÉ, M.D., S.C.**

—→ This AGREEMENT is made and entered into on the first day of January 2008 by and between RAMAC - EMERGENCY MEDICAL SERVICES COMMITTEE referred to as the CLIENT AND ROMMEL O. BOTE', M.D., S.C. with offices at 4821 Leslie Ann Lane, Racine, WI 53403 hereinafter referred to as the Medical Control Officer (MCO).

WHEREAS, CLIENT, desires to engage the services of MCO to furnish professional and technical assistance in connection with Medical Direction/Emergency Medical Services, hereinafter referred to as the "PROJECT", and MCO has signified its willingness to furnish professional and technical services to CLIENT.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

- A. Services to be provided by MCO. MCO agrees to perform in a good and professional manner, the following services:
1. Serve as CLIENT'S Medical Director and perform the duties provided in 146.50, Wisconsin Statutes and in Chapter HFS 110 through HFS 112, Wisconsin Administrative Code.
  2. Provide medical direction to EMS Division Chief and pre-hospital medical services personnel approved to function within CLIENTS Emergency Medical System.
  3. Coordinate Emergency Medical Services with CLIENTS Fire Chief, Fire Departments, EMS Division Chiefs, EMS instructors and staff, participating hospital administration, medical/nursing staff and field preceptors, training center and affiliated staff, participating emergency service provider, state and local governmental agencies; and any other system related person(s).
  4. Perform the services specified in Appendix A, which is attached hereto and incorporated herein by reference.
  5. —→ Provide an annual report to the Fire Departments and RAMAC (by October 15) to include a list of goals and objectives for the forthcoming year.

**ARTICLE II**

A. Services to be provided by CLIENT. In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on PROJECT, CLIENT shall promptly furnish copies of these materials to MCO for use during the contract period. CLIENT designates Fire Chief, or designee, 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 the Agreement until MCO has been advised in writing by CLIENT that such authority has been revoked.

CLIENT shall also:

1. Meet all requirements mandated by 146.50, Wisconsin Statutes, and Chapters HFS 110 through HFS 112 Wisconsin Administrative Code, with respect to ambulance service providers.
2. Provide MCO with access to all medical records, including computerized medical records, data base of medical records, and system operations as pertains to the delivery of EMS for CLIENT.
3. Subject to approval of the Fire Chiefs', provide non-financial support for research activities dealing with prehospital emergency care conducted by MCO.
4. In conjunction with MCO, develop and implement quality assurance measures and keep CLIENT'S EMS Plan current as required by 146.50, Wisconsin Statutes.
5. Comply with all requirements established by an EMT Basic, Intermediate Technician, Intermediate, Paramedic, and Defibrillation Operational Plan approved by the Wisconsin Department of Health and Social Services.
6. Provide MCO with local and long distance telephone and FAX service and photocopying service upon premises of CLIENT.
7. Provide MCO with such secretarial services and/or other support services as MCO may reasonably required to perform the services to be provided by MCO under this Agreement (it being the intent of the parties that MCO shall not be required to hire any additional employees for the purpose of performing such services).
8. MCO and Client shall jointly develop a further detailed job description for MCO for the provision of the services to be performed by MCO under this Agreement, such job description to contain terms and provisions mutually agreeable to the parties.

### **ARTICLE III**

A. Compensation/Rate. MCO shall be compensated for services at the hourly rate of One Hundred Dollars (\$100) per hour for MCO's professional and technical time devoted to PROJECT, subject to a maximum payment during the contract term of Twenty Seven Thousand Dollars (\$27,000.00) including expenses. This compensation shall be paid directly to MCO. When and if the maximum compensation of \$27,000.00 is paid and/or payable to MCO prior to the end of the term of the Agreement, then this Agreement shall be immediately terminated (unless the parties mutually agree, in writing, to a continuation of the services by MCO under terms and conditions mutually satisfactory to the parties).

MCO shall not be reimbursed for travel for providing basic services, but shall be reimbursed extraordinary travel directed by CLIENT for use of personal auto at IRS recommended \$.485 per mile. Reimbursement for long distance telephone calls, reproductions, etc. shall be paid directly to MCO. Appropriate expense account records should be submitted for those reimbursements. Out of County travel must be approved in advance; MCO will use CLIENT'S telephone, FAX and photocopying service, where possible.

No additional compensation is due to MCO for maintaining required medical malpractice insurance coverage.

B. Schedule. The MCO and Client will mutually determine the schedule for and location of the performance of services hereunder on a monthly basis. The MCO shall devote, on average, no fewer than forty (40) hours per month to the duties



delineated herein and as described in Appendix A. A minimum of twenty five (25%) of this time, on a monthly basis, shall involve delivery of on site services and training (face to face contact with EMT's and Paramedics), physically performed at mutually agreed upon training locations and with due consideration for fire department work schedules. Accounting of this time shall be by written report on a quarterly basis.

C. Method of payment. Payment of MCO's fees shall be as follows:

1. MCO shall submit a monthly invoice for professional services rendered in the prior month to CLIENT.
2. MCO shall submit a single monthly invoice, itemized by element for reimbursable expenses incurred on the PROJECT during the billing period, to the CLIENT. The CLIENT will then be responsible for collection of that portion of the other expenses, if any, PROJECT participants owe to CONSULTANT.
3. Invoices are due and payable by CLIENT to MCO for purposes of billing and payment, no later than forty-five (45) days from receipt of the invoice.
4. Invoices which are not paid by CLIENT within forty-five (45) days of receipt shall be subject to a one (1%) percent interest charge per month on any balance outstanding more than forty-five (45) days.
5. If CLIENT fails to make any payment due MCO within sixty (60) days after receipt of the invoice, MCO may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. The provisions of Subparagraph 1 of Paragraph A of Article V may be implemented in the event there is a failure of timely payment of any monies due MCO (with provisions of Subparagraph 5 of Paragraph C of Article III not being an exclusive remedy for such a failure of payment). Additionally, in the event of such a failure of timely payment of any monies due MCO, MCO shall only be required to give to the Client a ten (10) day written notice (as opposed to the 30-day notice otherwise provided for in Subparagraph 1 of Paragraph A of Article V).
6. CLIENT will pay MCO for services rendered on the PROJECT prior to the signing of this contractual agreement as shown in Appendix A.

#### **ARTICLE IV**

A. Term of Agreement. This Agreement shall be effective upon approval and execution by MCO and CLIENT for the period of January 1, 2008 through December 31 June 30, 2008, unless otherwise terminated as provided herein.

This Agreement and all its terms and conditions may be extended from year to year by Letter of Agreement to that effect executed by all parties at any time during the Agreement term.

#### **ARTICLE V**

A. Termination. Either party may terminate the Agreement, without any cause being required, by giving a written notice of such termination at least Ninety (90) Days prior to the effective date of such termination.

1. In the event either party should fail to fulfill in a timely and proper manner its obligation under this Agreement, the other non-breaching party shall thereupon 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, if the breaching party has not rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.



**ARTICLE VI**

A. Documents. In the event of termination of this Agreement, all finished and unfinished documents prepared by MCO under this Agreement shall become the property of CLIENT upon payment of all invoices properly submitted and due MCO under the terms of this Agreement. MCO shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of CLIENT.

**ARTICLE VII**

A. Amendments. No amendments may be made to the Agreement except by further written agreement executed by both parties to this Agreement.

**ARTICLE VIII**

—→ A. MCO shall obtain/maintain the following insurance policies during the term of this Agreement, verified, by a Certificate of Insurance, provided to CLIENT prior to commencement of the term of this Agreement. This Certificate of Insurance shall provide CLIENT with twenty (20) days advance, written notice in the event of policy change, cancellation or termination, with the following minimum limits;

1. Auto liability: \$1,000,000, single limits
2. Medical Malpractice: Medical Professional Liability Insurance in accordance with the provisions of chapter 655 of the Wisconsin Statutes covering physician malpractice, which statutory provisions are incorporated herein by reference. Prior to MCO commencing to provide services under this Agreement Clients shall approve said policy of insurance and the approved policy shall become part of this Agreement by reference.
3. The policy of insurance shall provide for the processing, payment and defense of claims.
4. —→ The MCO shall obtain a special endorsement to existing malpractice policy providing coverage for services provided under this agreement.
5. MCO performs service hereunder as an independent contractor.
6. CLIENT will provide EMS Medical Director Professional Liability insurance and Commercial General Liability Insurance for MCO with general aggregate limit of Two Million dollars (\$2,000,000), Personal and Advanced Injury limit of One Million Dollars (\$1,000,000), each occurrence limit of One Million Dollars (\$1,000,000), and medical expense limit of any one person of Five Thousand dollars (\$5,000). EMS Medical Director will cover liability insurance cost for this six month contract period, to be reimbursed for that expense in the 2008-2009 Contract. (Reimbursement will be achieved through cost savings and reductions in EMS Budget.)
7. —→ CLIENT and all Participating Municipalities shall be named as an additional insured on EMS professional liability insurance policy.

**ARTICLE IX**

A. Property. All reports, files, graphics and materials for which compensation has been received by MCO are property of CLIENT.

**ARTICLE X**



A. Assignment and Subcontract Prohibited. MCO shall not assign or subcontract any interest or obligation under this Agreement.

**ARTICLE XI**

→ A. Laws Governing Emergency Medical Services. MCO shall comply with all applicable Federal, State and local laws, rules, and regulations governing emergency medical services.

**ARTICLE XII**

A. Severability. It is mutually 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.

**ARTICLE XIII**

A. Nondiscrimination. In the performance of work under this Agreement, MCO agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local laws, 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 Disabilities Act.

**ARTICLE XIV**

→ A. Governing Law and Forum. 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. The Forum for any dispute between the parties shall be Racine County, Wisconsin.

**ARTICLE XV**

A. No Waiver. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either 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 or default other than the event of default specified in such waiver, and such waiver, to be effective, must be 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.

**ARTICLE XVI**

A. Notices. Any notice required or permitted to be given to either 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:

1. For CLIENT: RAMAC  
EMSC (Emergency Medical Services Committee)  
300 5th Street  
Racine, WI 53403



—→ “Client” is acting as the agent of and on behalf of the City of Racine, Village of Sturtevant, Village of Union Grove, Village of Mount Pleasant, Village of Caledonia, Township of Yorkville, and the Town of Raymond, all such entities being municipal bodies located in Racine County, Wisconsin, and which have entered into an intergovernmental agreement dated for the purposes of obtaining the services of MCO under this present Agreement (the “Participating Municipalities”).

2. For MCO:

Rommel O. Bote', M.D., S.C.  
4821 Leslie Ann Lane  
Racine, WI 53403

**ARTICLE XVII**

- A. —→ No Third Party Beneficiaries. This Agreement is intended to be solely between 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 either of the parties. Except as may be expressly provided for the Participating Municipalities.

**ARTICLE XVIII**

—→ Conflict of Interest. Consultant shall abstain from taking any action or making any recommendation which may result in a conflict of interest. Client shall seek the advice of the City Attorney with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics as a basis for making any such determination.

**ARTICLE XIXVIII**

- A. —→ Indemnification. MCO agrees to hold harmless, indemnify and defend CLIENT and Participating Municipalities from and against any claims alleging negligence or other wrongdoing on the part of MCO.
- B. Indemnification. CLIENT agrees to hold harmless, indemnify and defend MCO and Participating Municipalities from and against any claims alleging negligence or other wrongdoing on the part of CLIENT.

**ARTICLE XIX**

- A. Conflicts of Interest. MCO shall abstain from taking any action or making any recommendation which may result in a conflict of interest. The State Code of Ethics governing local government officials shall serve as a basis for making any such determination of whether a conflict of interest exists.



## **Appendix A**

### **Medical Director Role Description**

#### **Relationships:**

Responsible to: Fire Chiefs of the participating Fire Departments/RAMAC – Emergency Medical Services Committee.

#### **Interrelationships:**

##### Works in conjunction with:

- All participating Emergency medical Services Fire chiefs and Fire Department personnel
- All personnel affiliated with the Fire Department
- Participating hospitals administration, medical/nursing staff
- Participating emergency services and state and local governmental agencies
- EMS Coordinator, Wheaton Franciscan Healthcare-All Saints
- Gateway Faculty
- Any other system related person

#### **Responsibilities and Duties:**

##### Medical Control:

1. Establish and approve all Fire Department Emergency Medical Services system policies and procedures subject to approval by the Fire Chief.
2. Work with Medical Control Emergency Department Directors to establish written emergency treatment protocols and standard operating procedures for On-line Medical Control Physicians, clinical and field preceptors, and field personnel.
3. Facilitate compliance with all EMS related State Statutes, administrative codes, and EMS guidelines respective to operations and training.
4. Interact with regional and/or state medical direction and other local EMS units to effect efficient coordination of EMS activities.
5. Communicate with each Medical Control Hospital through a physician representative/liaison appointed thereby.
6. Review credentials of all On-line Medical Control physicians to verify:
  - a. License to practice medicine in the State of Wisconsin
  - b. Medical malpractice insurance
  - c. DEA number
7. Work with On-line Medical Control physicians to assure uniform and quality services. Where any deficiency is noted which cannot be expediently resolved, report the same to Medical Control Hospital emergency Room Director with right to refer to Department of Emergency Medicine Committee and Medical Executive Committee.
8. May perform On-line Medical Control in accordance with Standardized Operating Procedures.

##### Education:





9. Recommend qualified EMT Basic, Intermediate Technician, Intermediate, and Paramedic personnel for recertification.
10. Participate in lectures, skill instruction, testing, clinical experiences, field internship and other aspects of continuing education as necessary.
11. Accompany EMT personnel on emergency calls on a periodic basis.
12. Participate in educational programs for the public, the medical community and local units of government as necessary.
13. Create a formal liaison with Gateway.

Quality Assurance:

14. Supervise prehospital field medical personnel to ensure quality and uniformity in the provision of prehospital emergency care.
15. Evaluates On-line Medical Control for compliance with Quality Assurance Standards.
16. Coordinates the review of prehospital advanced care calls.
17. Participate in prehospital EMS system quality assurance procedures (QA Plan).
18. Review prehospital experiences for compliance with procedural policies and recommend corrective actions.
19. Report to the RAMAC EMS Committee on the Quality Assurance Plan for EMS services.

Operations:

20. Participate in the evaluation of EMT competency and attend evaluation interviews as necessary.
21. Participate in the selection, training and evaluation of Emergency Medical Services staff.
22. Make recommendations with respect to emergency medical services staff for corrective action up to and including removal from EMT Basic for other advanced services as authorized under state law, rules and regulations.
23. Monitors and evaluates daily prehospital system activities.
24. Evaluate Provided Emergency Medical Services and identify and resolve system problems associated therewith, and make recommendations for the improvement or redesign of services to improve quality of care, efficiency and effectiveness.
25. Review and make recommendations on EMS medical equipment.
26. Perform other duties as agreed upon by the MCO and Fire Chiefs of participating Emergency Medical Services.
27. Develop Strategic Plan for EMS services, detailing responsibilities, action steps, and expected outcomes, that takes into account available resources, and is overseen by the RAMAC EMS Committee.