

**WAUKESHA COUNTY COMMUNITY COVID-19 VACCINATION CLINIC
COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”) is made and entered into as of this __ day of March, 2021 by and between Waukesha County through the Public Health Division of its Department of Health and Human Services (the “County”) and the City of Waukesha through its Fire Department (the “Municipality”) for the provision of non-emergency medical services at a Waukesha County community COVID-19 vaccination clinic (the “Clinic”) to be operated at the Waukesha County Exposition Center and other locations as might be established throughout Waukesha County.

RECITALS

WHEREAS, Waukesha County has established a community COVID-19 vaccination Clinic to administer vaccine to members of the public; and

WHEREAS, Municipality is willing and desirous of assisting the County in the operation of the Clinic by providing EMTs and paramedics to assist in the administration of vaccine and to perform other non-emergency medical services as otherwise might be required; and

WHEREAS, it is the intent of the parties that the Municipality’s EMTs and paramedics operate under their own licensure consistent with the medical orders and protocols of and under the supervision of the County’s medical director and Clinic command staff to facilitate the administration of COVID-19 vaccine to the public.

NOW, THEREFORE, in consideration of the foregoing and the promises set forth herein, the parties agree as follows:

1. Municipality’s Responsibilities.
 - a. The Municipality shall provide qualified, trained EMT/paramedic personnel (each an “EMS Provider”) on an as requested/as available basis to perform screening, vaccine preparation and/or vaccine administration services at the Clinic. Each job function is more fully described in the respective Mass Clinic Job Action Sheets attached hereto as **Exhibit A**. The Municipality in its sole discretion shall determine availability of its EMS Providers and is under no obligation to provide any particular number of EMS Providers.
 - b. The Municipality shall certify that all EMS Providers providing services under this Agreement are trained in the requirements of applicable HIPAA privacy rules and Wisconsin law relating to the confidentiality of medical records.

- c. The Municipality shall be solely responsible for all compensation and benefits payable to each of its EMS Providers for hours worked providing services under this Agreement.

2. County Responsibilities.

- a. The County shall provide the space, materials and equipment necessary for the operation of the Clinic and for each EMS Provider to perform his or her job functions under this Agreement.
- b. The County shall provide the medical orders and protocols to be followed at the Clinic and for supervision of all Clinic staff and volunteers.
- c. The County shall coordinate all Clinic staff and volunteer scheduling, including the scheduling of EMS Providers. Specifically, the County will provide a scheduling system whereby EMS Providers made available by the Municipality may sign up for open shifts at the Clinic.
- d. The County shall track and report to Municipality the number of hours worked by the Municipality's EMS Providers.
- e. The County shall be responsible for the scheduling of vaccination appointments and will establish Clinic hours of operation based upon available vaccine doses and anticipated patient demographics.
- f. The County will be responsible for coordinating all patient notifications, follow-up, and input of information into the Wisconsin Immunization Registry.

3. Scheduling. Operation of the Clinic is largely dependent upon the uncertain availability of vaccine. The County will coordinate with the Municipality regarding the number of EMS Providers needed on a given day of Clinic operation and the number of shifts/hours of operation needed to be covered. All efforts will be made to establish and confirm a weekly schedule with the Municipality not less than one week in advance of the required provision of services. The County will be responsible for promptly notifying the Municipality and scheduled EMS Providers of any changes in Clinic days or hours of operation or the cancellation of Clinic hours.

4. Qualifications and Standards. Each EMS Provider shall meet all licensure, regulatory, and accrediting body requirements necessary to provide the professional services under this Agreement. Documentation of such qualifications shall be provided to the County upon request. Each EMS Provider shall provide services under this Agreement in compliance with all applicable statutes, regulations, rules, and directives of federal state and other governmental and regulatory bodies. To the extent that an EMS Provider will administer injections, the

Municipality certifies that each EMS Provider has previously been properly trained and has a professional license under which he or she can give injections.

5. Medical Orders/Protocols. The medical orders and protocols to be followed at the Clinic shall be established by the County's medical director and distributed to EMS Providers. Copies shall be provided to the Municipality upon request. The County's medical director may consult with the Municipality's medical director and may consider any matters raised by the Municipality's medical director.

6. Records. All records created through the operation of the Clinic shall be the property of the County and such records will be maintained by the County as required by applicable law.

7. Compensation. The County shall reimburse the Municipality for costs of personnel and necessary equipment and supplies not provided by the County as follows:

- a. EMS Providers: an hourly rate of \$65.00 for hours actually worked at the Clinic.
- b. The actual cost of supplies used at the Clinic not provided by the County.

The above costs shall be invoiced to the County on a monthly basis not later than the 15th day of the succeeding month.

8. Workers Compensation Insurance. As EMS Providers are at all times employees of Municipality, Municipality agrees to provide statutory worker's compensation benefits as required by law. Municipality expressly agrees that the County shall not be liable to Municipality or its employees for any injuries to Municipality's employees arising out of the performance of work under this Agreement, unless such injury is caused by the negligence or intentional act of the County or the County's agents.

9. Confidentiality/Privacy Practices. 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 services provided hereunder. Specifically, the Municipality agrees that it and its employees will:

- a. Not use or further disclose PHI other than as permitted under this Agreement or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;
- c. Mitigate, to the extent practicable, any harmful effect that is known to Municipality of a use or disclosure of PHI by Municipality in violation of this Agreement;

- d. Ensure that any agents or subcontractors to whom Municipality provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Municipality with respect to such PHI;
- e. 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 Municipality's and County's compliance with HIPAA; and
- f. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Municipality on behalf of County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

The specific uses and disclosures of PHI that may be made by Municipality include the review of patient care information as required for treatment, payment and health care operations; uses required for vaccine screening and administration, uses necessary for Waukesha County Public Health official business and other uses or disclosures of PHI as permitted by the HIPAA privacy rule and Wisconsin State Statutes.

10. Relationship. The parties expressly understand and agree that, in the performance of the services under this Agreement, EMS Providers are at all times employees of Municipality and shall at all times act as independent contractors with respect to the County, and not as employees or agents of the County. Further, the parties expressly understand and agree that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, affiliation or like relationship between the parties.

11. Liability/Risk of Loss. As the County is responsible for the medical orders and protocols to be used under this Agreement and bears responsibility to supervise EMS Providers while performing activities within the scope of this Agreement, the County shall bear the risk of loss with respect to the actions of EMS Providers performed within the scope of this Agreement. However, such risk of loss excludes liabilities and losses arising from Municipality's failure to satisfy its obligations under Section 1 hereof or actions taken by EMS Providers outside the scope of services under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver by either party of any statutory or common law immunity or limitation of damages or amount recoverable available to it, including but not limited to those established by Wis. Stat. s. 893.80, or any other applicable statute or law.

12. Federal or State Funding/Reimbursement. The Municipality understands that it is the County's intent to seek funding and/or reimbursement for compensation paid to the Municipality for services provided under this Agreement and supplies and materials used in the performance this Agreement. To that end, Municipality agrees to reasonably cooperate with County in timely providing any necessary information and documentation requested by the County for the purpose of obtaining such funding or reimbursement. The Municipality expressly acknowledges and agrees to the additional contractual provisions set forth in **Exhibit B**. Such provisions are made part of this Agreement.

13. Term and Termination. This Agreement shall be effective upon execution by both parties as of the date first written above and shall terminate on December 31, 2021, unless terminated

earlier in accordance with the provisions below. This Agreement may be extended by amendment mutually agreed to by the parties. This Agreement may be terminated at any time with or without cause by either party upon ten (10) business days' notice. Notice shall be provided in writing and delivered by hand or email to the representatives indicated below. Notice shall be effective upon receipt. Notice shall be delivered:

If to County:

Benjamin Jones, MPH
Health Officer/Public Health Manager
Waukesha Co. HHS
414 Riverview Avenue
Waukesha, WI 53188
Email: bjones@waukeshacounty.gov

If to Municipality:

Steve Howard, Chief
Waukesha Fire Department
130 West St. Paul Avenue
Waukesha, WI 53188
Email: showard@waukesha-wi.gov

If requested by the County, Municipality shall continue to provide services through the notice period until termination is effective. Municipality shall be compensated for all services provided through termination. Compensation will be paid in accordance with Paragraph 7 above.

14. Governing Law/Venue for Disputes. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Municipality submit to the exclusive jurisdiction of the circuit court for such lawsuits.

15. No Assignment. This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County.

16. Entire Agreement. This Agreement, together with any appendices and exhibits, contains and embodies the entire Agreement between the County and the Municipality and supersedes and replaces any and all prior agreements, understandings and promises on the same subject whether they are written or oral.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

WAUKESHA COUNTY (“County”)

By: _____ Date: _____
Elizabeth Aldred
Director
Waukesha County Department of Health
and Human Services

CITY OF WAUKESHA FIRE DEPARTMENT (“Municipality”)

By: _____ Date: _____
Shawn Reilly
Mayor

By: _____ Date: _____
Gina Kozlik
City Clerk