

# CITY OF CHIPPEWA FALLS, WISCONSIN

## NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of:

### Committee #3 **Transportation, Construction, Public Safety and Traffic**

**Will be held on Thursday, October 28, 2021 at 1:00 pm, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Items of business to be discussed or acted upon at this meeting are shown on the agenda below:

1. **Discuss current EMS rates and consider possible rate adjustments. Possible recommendations to the Council.**
2. **Discuss Life Link III Collaboration Agreement between the City of Chippewa Falls Fire and Emergency Services and Critical Care Services, Inc. dba Life Link III. Possible recommendations to the Council.**
3. **Discuss Ambulance Provider Letter of Agreement between the City of Chippewa Falls Fire and Emergency Services and Veyo, Inc. Possible recommendations to the Council.**
4. **Discuss fireworks and their use and sale within the City. Possible recommendations to the Council.**
5. **Adjournment.**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.  
NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change. This agenda may be amended as it is reviewed.

TO MAKE ARRANGEMENTS TO PARTICIPATE DIRECTLY IN THE MEETING, PLEASE CONTACT THE CITY CLERK AT 715-726-2719 IN ADVANCE OF THE MEETING.

Due to COVID-19, public attendance is at your own risk.

#### CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on October 26, 2021 at 10:00 am by BNG.

# Life Link III Collaboration Agreement

THIS COLLABORATION AGREEMENT (the "Agreement") is entered into effective as of the date last signed by both parties (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ ("[GroundCo]"), and Critical Care Services, Inc., d/b/a Life Link III, a Minnesota nonprofit corporation ("LLIII"), individually a "Party" and collectively "the Parties."

## RECITALS

1. LLIII and GroundCo may collaborate in the provision of emergency medical services on particular patients in a variety of ways.
2. Collaboration may include one or more of the following Services:
  - **Intercept** -- LLIII may provide a paramedic or emergency medical technician (either referred to as a "Clinician") to accompany GroundCo to the destination hospital upon GroundCo's interception of LLIII's patient. Alternatively, LLIII may intercept GroundCo's patient upon GroundCo's request.
  - **Scene Support** -- GroundCo's emergency transport service providers may arrive at the scene of emergency, begin administering treatments to the patient, and prepare the patient for LLIII transport (including furnishing disposables, pharmaceuticals, and supplies).
  - **Crew Transport** -- LLIII crew members may from time to time require transportation either from the airport without patient and/or back to the airport without patient.
3. Payment for the Services is typically available to only one Party, not both Parties collaborating on the care provided to a patient.
4. The purpose of this Agreement is to agree in advance on a fair payment for the Services provided by a Party that cannot bill third party payers for such Services.

NOW, THEREFORE, the parties agree as follows:

### 1. Term and Termination.

1.1. **Term.** This Agreement shall be in force and effect for two (2) years from the Effective Date, and thereafter, shall automatically renew for successive one-year terms.

1.2. **Termination.** Either party may terminate this agreement for any reason upon 30 days written notice to the other.

2. **Services.** The Parties will provide the Services identified in Exhibit A, Exhibit B, and/or Exhibit C if the corresponding box is checked below:

<input type="checkbox"/> Intercept ( <i>See Exhibit A</i> )
<input type="checkbox"/> Scene Support ( <i>See Exhibit B</i> )
<input type="checkbox"/> Crew Transport ( <i>See Exhibit C</i> )

3. **Qualifications.** Each Party will ensure that each individual assigned to provide the Services:

3.1. is qualified in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations;

3.2. maintains in good standing and without limitations, exceptions or conditions, at all times while performing the Services, any license, registration, or certification necessary to perform the Services;

3.3. has passed a background check as required by law;

3.4. has demonstrated competency to perform the Services, subject to regular performance evaluations by the applicable Party conducted no less often than annually; and

3.5. is physically and mentally capable of performing the Services and has completed and passed all health screening required by law or regulation.

#### 4. **Insurance and Indemnification**

4.1. **LLIII Indemnification.** LLIII will defend, hold harmless and indemnify GroundCo, its officers, agents, employees, and representatives against any and all claims for loss, damage to property, and injury or death to persons directly arising from the negligent or wrongful acts or omissions of LLIII, its officers, agents, employees and representatives and/or LLIII's breach of this agreement.

4.2. **GroundCo Indemnification.** GroundCo will defend, hold harmless and indemnify LLIII, its officers, agents, employees, and representatives against any and all claims for loss, damage to property, and injury or death to persons directly arising from the negligent or wrongful acts or omissions of GroundCo, its officers, agents, employees, and representatives and/or GroundCo's breach of this agreement.

4.3. **Indemnification Procedure.** Each party will promptly notify the other in writing after receiving notice of any potentially indemnified claim. The indemnifying party shall be given the opportunity, at its option, to control the defense of such claim, provided that the indemnifying party may not settle or pay any claim without the indemnified party's prior written consent, which will not be unreasonably withheld.

4.4. **Insurance.** Each Party agrees to procure and maintain commercial general liability insurance in an amount that is commercially reasonable given the size and nature of its business, and professional liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate per annum.

**5. Miscellaneous**

5.1. **Compliance with Applicable Laws and Regulations.** At all times, both LLIII and GroundCo agree to abide by all applicable federal and state laws and regulations applicable to the Services provided herein. All amounts paid pursuant to this Agreement represent and must continue to represent fair market value for the services and goods provided. The parties acknowledge and agree that no part of such amounts is based on any previous or anticipated volume or value of patient referrals.

5.2. **Notices.** All communications, notices and demands of any kind (“Notices”) which either party may be required or elect to give or serve upon the other party shall be made in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, or by fax to the following addresses:

LLIII:  
Life Link III  
8009 34<sup>th</sup> Ave. S, Suite 1300  
Bloomington, MN 55425  
Attention: Chief Financial Officer and Billing/Collections Manager  
Fax: (612) 638-4906

GroundCo:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.3. **Excluded Provider.** Each Party certifies that neither it nor its employees, directors, officers, agents, or subcontractors are presently excluded, debarred or otherwise ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Each Party will check the United States Department of Health and Human Services Office of Inspector General (OIG) list of excluded individuals/entities and other available sources prior to assigning individuals to provide Services under this Agreement to ensure such individuals are not excluded from Federal Health Care Programs or federal procurement or non-procurement programs. Each Party will immediately give written notice to the other Party of any debarment, exclusion, or other event that makes the

Party or an employee, director, officer, agent, or subcontractor of the Party ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs.

5.4. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such covenant thereafter, and the same shall continue and remain in full force and effect.

5.5. **Severability.** Should any one or more of the provisions of this Agreement for any reason be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

5.7. **Entire Agreement.** This Agreement, including the selected Exhibit(s), constitutes the complete and entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior agreements, understandings, promises and representations, whether written or oral, made by either party to the other concerning the subject matter hereof.

5.8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of LLIII and GroundCo.

5.9. **Amendments.** This Agreement may be amended or supplemented only by a writing executed by the parties.

5.10. **Headings.** The headings at the beginning of each numbered article or section of this Agreement are solely for the convenience of the parties, and are not a part of this Agreement.

5.11. **Survival.** The provisions of Sections 4.1 to 4.4 and any provisions requiring payment for Services provided prior to termination shall survive the termination of this Agreement.

5.12. **Independent Contractors.** LLIII and GroundCo are at all times during the term of this Agreement serving as independent contractors. Nothing in this Agreement will be construed to make or render either party or any of its officers, agents, or employees an employee of, or joint venturer of or with the other for any purpose whatsoever. Neither party shall be liable for any obligation incurred by the other party, except as otherwise provided in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the last date set forth below.

\_\_\_\_\_  
*Critical Care Services, Inc., d/b/a/ LLIII*

\_\_\_\_\_  
*GroundCo*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A: Intercept

### **1. Duties of the Parties (GroundCo Intercept of LLIII Patient)**

1.1. **Duties of GroundCo.** GroundCo will provide a ground ambulance to meet a LLIII air ambulance at a designated intercept location (the “Location”) and transport the LLIII patient to a hospital destination (“Intercept Services”). GroundCo will make such Intercept Services available 24 hours per day, 7 days per week. When requested by LLIII, GroundCo will provide Intercept Services in a timely manner—meaning that GroundCo will be present at the Location before LLIII. LLIII understands that GroundCo’s ambulances may be unavailable due to a prior commitment. If a GroundCo ambulance is unavailable at the time of a LLIII request, GroundCo will utilize its best efforts to identify and arrange for an alternative emergency ground ambulance to provide the Intercept Services.

1.2. **Duties of LLIII.** LLIII will request Intercept Services through GroundCo’s communications center from LLIII’s Communication Center. Upon arrival of both units at the Location, the LLIII Clinician will board the GroundCo ambulance with LLIII’s patient and will bring along appropriate patient care equipment for use on the patient. The Parties will mutually agree as to whether or not a Clinician should accompany the patient in the GroundCo ambulance. If the Parties agree that a Clinician should accompany the patient, the Clinician will board the GroundCo ambulance and continue to furnish care to the patient under LLIII protocols and clinical guidelines (“Clinician Services”). The hospital destination will continue to be the original hospital of choice unless the Clinician chooses or is directed by a referring physician to go elsewhere based on the clinical needs of the patient. The Clinician shall determine whether the ground transport is conducted with or without use of emergency warning equipment.

### **2. Duties of the Parties (LLIII Intercept of GroundCo Patient)**

2.1. **Duties of LLIII.** LLIII will provide an air ambulance to meet a GroundCo ambulance at a designated intercept location (the “Location”) and transport the GroundCo patient to a hospital destination (“Intercept Services”). LLIII will make such Intercept Services available 24 hours per day, 7 days per week. When requested by GroundCo, LLIII will provide Intercept Services in a timely manner—meaning that LLIII will be present at the Location before GroundCo. GroundCo understands that LLIII’s air ambulances may be unavailable due to a prior commitment. If a LLIII air ambulance is unavailable at the time of a GroundCo request, LLIII will utilize its best efforts to identify and arrange for an alternative emergency air ambulance to provide the Intercept Services.

2.2. **Duties of GroundCo.** GroundCo will request Intercept Services through LLIII’s communications center from GroundCo’s Communication Center. Upon arrival of both units at the Location, the GroundCo Clinician will board the LLIII ambulance with GroundCo’s patient and will bring along appropriate patient care equipment for use on the patient. The Parties will mutually agree as to whether or not a Clinician should accompany the patient in the LLIII ambulance. If the Parties agree that a Clinician should accompany

the patient, the Clinician will board the LLIII ambulance and continue to furnish care to the patient under GroundCo protocols and clinical guidelines (“Clinician Services”). The hospital destination will continue to be the original hospital of choice unless the Clinician chooses or is directed by a referring physician to go elsewhere based on the clinical needs of the patient. The Clinician shall determine whether the transport is conducted with or without use of emergency warning equipment.

### **3. Payment and Billing (GroundCo Intercept of LLIII Patient)**

3.1. **Payment for Clinician Services.** When GroundCo is the final transporting agency and LLIII provides Clinician Services, GroundCo will pay LLIII **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for the provision of Clinician Services. LLIII will invoice GroundCo each month for the previous month’s Clinician Services and GroundCo agrees to pay LLIII the amount due within thirty (30) days of receipt of the invoice. Upon termination of this Agreement, GroundCo will only be required to pay for Clinician Services provided prior to termination.

3.2. **Billing by GroundCo.** When GroundCo is the final transporting agency to the hospital from the intercept with LLIII, GroundCo will have the exclusive right and responsibility for the accurate billing and collection of all fees charged pursuant to the services and disposables provided to the patient once aboard the ground ambulance.

3.3. **Fair Market Value.** All amounts paid by GroundCo to LLIII pursuant to this Agreement represent and must continue to represent fair market value for the services and goods provided. The parties acknowledge and agree that no part of such amounts is based on any previous or anticipated volume or value of patient referrals.

### **4. Payment and Billing (LLIII Intercept of GroundCo Patient)**

4.1. **Billing by LLIII.** When LLIII is the final transporting agency to the hospital from the intercept with GroundCo, LLIII will have the exclusive right and responsibility for the accurate billing and collection of all fees charged pursuant to the services and disposables provided to the patient once aboard the LLIII air ambulance.



## **Exhibit B: Scene Support**

### **1. Scene Support Definition and Reimbursement Implications**

- 1.1. **Scene Support.** When dispatched to provide emergency transport services, LLIII may be assisted by GroundCo. Specifically, GroundCo might arrive at the scene before LLIII and start administering treatments to patients or prepare patients for transport in LLIII emergency transport vehicles (“Scene Support Services”). This preparation may include furnishing disposables, pharmaceuticals, and supplies.
- 1.2. **Reimbursement Implications.** Payment for any Scene Support Services is generally included in the total payment made to LLIII and is not separately reimbursable to GroundCo.

### **2. LLIII Payment for Scene Support**

- 2.1. **Payment Conditions.** LLIII will pay for Scene Support Services as long as (i) only LLIII has provided transport services to the patient (ii) GroundCo is unable to bill for and receive payment for any Scene Support Services provided; (iii) the payment for Scene Support Services is consistent with fair market value; and (iv) the Scene Support Services are properly documented by GroundCo.
- 2.2. **Compensation Process and Amount.** For each occasion in which GroundCo provides Scene Support Services to a patient transported by LLIII, appropriately documents such services, and submits in a timely manner to LLIII a bill describing with reasonable particularity the kind or categories of Scene Support furnished, Life Link shall pay GroundCo \$385 for services provided by a BLS-certified ambulance, and \$457 for services provided by an ALS-certified ambulance. GroundCo agrees that payments made in accordance with this Agreement constitute the entire payment for each occasion of Scene Support Services and GroundCo shall not bill patients or third parties any additional amounts for such services. Upon termination of this Agreement, LLIII will pay for any Scene Support Services provided prior to the date of termination.

## Exhibit C: Crew Transport

### **1. GroundCo's Crew Transport Responsibilities**

1.1. **LLIII Crew Transport.** GroundCo agrees to provide transportation for LLIII crew members either from the airport without patient or back to the airport without patient, at dates and times mutually agreed by the parties ("Crew Transport").

### **2. LLIII Responsibilities**

2.1. **Crew Transport Request.** LLIII will request Crew Transport through GroundCo's communications center from LLIII's Communication Center.

### **3. Crew Transport Delay**

3.1. **Delay Procedure.** If GroundCo is delayed from providing the requested Crew Transport due to an emergency situation, such a delay is excused provided GroundCo arrives as soon as possible after being released from emergency services.

### **4. LLIII Payment for Crew Transport**

4.1. **Compensation Process and Amount.** LLIII agrees to pay GroundCo \$250.00 per Crew Transport, which GroundCo shall invoice to LLIII within 30 days following transfer event. At no time will GroundCo invoice LLIII for services provided during transport of an actual patient. GroundCo is responsible for billing for services provided while transporting a patient. Upon termination of this Agreement, LLIII will pay GroundCo for Crew Transport provided prior to the date of termination.



## Letter of Agreement Veyo, Inc.

### Ambulance Provider

This Letter of Agreement, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, shall serve as the Agreement between VEYO, Inc., ("VEYO"), and \_\_\_\_\_, ("Provider"). The Provider's services pursuant to this Agreement shall be provided to VEYO on an "as needed" basis to VEYO.

1. **Scope of Services.** Provider shall, within the geographic service area of Provider, provide non-emergency ground transportation services as requested by VEYO in support of Veyo's business. Provider further agrees to:
  - a. Obtain authorization from VEYO to transport VEYO members/patients;
  - b. Obtain all required signatures on the Patient Care Report for each leg of the trip;
  - c. Report all details of any accident or incident to VEYO within 24 hours.
2. **Reimbursement.** VEYO will reimburse Provider for completed and properly submitted clean claims as follows: (1) Ambulance trips for Medicaid patients will be paid at the rate set forth by the state agency governing Medicaid payments current at the time of transport for the appropriate level of service; (2) Ambulance trips for Medicare patients will be paid at the rate set forth by CMS fee schedules current at the time of transport for the appropriate level of service.
3. **Member Protection Provision.** In no event, including, but not limited to, non-payment by VEYO for Non-Emergency Transportation ("NEMT") Services rendered for members by Provider, insolvency of VEYO, or breach by VEYO of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against VEYO's Client or any transported member or persons acting on behalf of Member for NEMT Services. Provider agrees not to maintain any action at law or in equity against VEYO's Client(s) or any member to collect sums that are owed to Provider by VEYO under the terms of this Agreement even in the event that VEYO fails to pay, becomes insolvent or otherwise breaches the terms and conditions of the Agreement.
4. **Laws, Regulations, Licenses and Insurance.** Provider shall maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide NEMT Services via ambulance according to the laws of the jurisdiction in which services are provided, and shall provide quality and safe transportation services, and comply



- with all applicable laws, statutes, ordinances, rules and regulations governing the performance of services herein.
5. **Indemnification.** Provider shall indemnify, defend, and hold harmless VEYO and VEYO's Client(s) for all losses, damages, and costs, including reasonable attorneys' fees, resulting from Provider's rendering of transportation services, including but not limited to, negligence, unsafe rendering of services, failure to perform, or breach of performance of the services or terms of this Agreement.
  6. **Independent Provider Status of Parties.** It is acknowledged that VEYO is a broker of NEMT services and therefore VEYO cannot, under any circumstances, be considered an employer of any Provider employee or contractor and therefore, VEYO and Provider are independent contractors with respect to the performance of the terms and conditions of this Agreement. Neither party shall be considered the employee nor agent of the other, and Provider shall determine the manner and methods of performance of Provider's services under this Agreement. If Provider has independent contractors working under this Agreement, any subcontracts shall include a statement regarding this paragraph and Provider assumes any and all liability arising from such subcontracts.
  7. **HIPAA Compliance and Data Protection.** Provider shall comply with all terms and conditions of the HIPAA Business Associate Agreement attached hereto.
  8. **Term and Termination.** The term of this Agreement shall be for a period of one year, and shall automatically renew for successive periods of one year unless either party provides 30 days prior written notice to the other party of its intent not to renew. Further, this Agreement may be terminated by either party without cause upon 30 days written notice to the other party. This Agreement may be terminated immediately by VEYO for any action or inaction of Provider that, in VEYO's sole reasonable opinion, affects the safety of any person.
  9. **Credentials.** Provider shall supply VEYO with current copies of the following credentials: (1) State (and local, if required) Ambulance Service License; (2) W-9; and (3) Proof of General Liability, Auto, and Workers Compensation Insurance coverage. In addition, Provider represents and warrants that any person providing services under this Agreement on behalf of Provider shall not be excluded from participation in any federal healthcare program (as determined by regular exclusion checks performed by Provider) and this representation and warranty shall be ongoing for the entire term of the Agreement. If Provider discovers any potential violation of such representation and warranty, Provider will notify VEYO immediately and cease work by that person on VEYO work under this Agreement.
  10. **Nondiscrimination.** Provider agrees that no person shall, on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin, be excluded from full employment rights in, participation in be denied the benefits of, or otherwise subjected to discrimination



under any program service, or activity under the provisions of any and all federal and state laws and regulations against discrimination including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and Age Discrimination Act of 1975. Provider shall furnish all information required by VEYO or any state or federal agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

CONTRACTOR:

VEYO, LLC

BY: Lonnie Barton

BY: \_\_\_\_\_

ITS: Operations Manager \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: 09 / 20 / 2021

DATE: \_\_\_\_\_



## **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of the last date of execution (the "Effective Date") by and between Veyo, LLC, by and on behalf of its parent companies, subsidiaries, affiliates, and related organizations (collectively the "Business Associate"), and \_\_\_\_\_ ("Contractor").

### **RECITALS**

WHEREAS, Business Associate is in the business of providing transportation services and general administrative services ("Services") to its Medicaid and managed care client(s) under various agreements (with each such agreement with a client referred to herein as a "Client Agreement"); and

WHEREAS, among other responsibilities contained therein, the Client Agreement(s) or the Client itself require Business Associate to \_\_\_\_\_; and

WHEREAS, Business Associate and Contractor have entered into a signed \_\_\_\_\_ Agreement (the "Agreement") that may allow Contractor to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, the Business Associate is obligated to protect the privacy and security of individually identifiable health information ("Protected Health Information," or "PHI"), including electronic protected health information ("EPHI"), created on behalf of, received from or on behalf of, maintained on behalf of, or transmitted by or on behalf of its clients (each, a "Covered Entity") pursuant to the Agreement in accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 promulgated by the U.S. Department of Health and Human Services ("HHS"), as amended by the federal Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and its implementing regulations, as may be amended or revised (collectively "HIPAA"); and

WHEREAS, the Client Agreement and HIPAA obligate Business Associate to require any agent or subcontractor (as such term is defined by HIPAA) it engages which receive Client's PHI in connection with the Client Agreement to be bound to the same



restrictions, obligations and conditions regarding the use and disclosure of PHI as required of Business Associate; and

WHEREAS, Contractor may receive access to Covered Entity's PHI in connection with receiving the Services from Business Associate under the Agreement;

WHEREAS, Business Associate recognizes that Contractor is a healthcare provider as well and the information Contractor accesses may be the same or similar information that it creates in its status as a provider to the members of Business Associate's clients; and

WHEREAS, Business Associate and Contractor desire to enter into this Agreement to reflect their mutual understanding of the use, disclosure and general confidentiality obligations of Contractor as it relates and applies to the Agreement, as well as to allow Business Associate and Contractor to comply with the requirements of HIPAA applicable to each as a business associate and a subcontractor (and occasionally as a Covered Entity), respectively, as such terms are defined under HIPAA.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Agreement, the delivery and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

"PHI" as used herein shall mean and be limited to "protected health information" as defined by HIPAA that relates to the patients of a Covered Entity on whose behalf and for which Business Associate provides Services under a Client Agreement. Terms used herein but not otherwise defined in this Agreement shall have the same meanings as set forth in HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS. *At times where Business Associate is receiving or using PHI of Contractor (i.e. Contractor is the "Covered Entity" providing information to Business Associate (while it should be rare under this agreement, it is possible)), then Business Associate shall be considered the "Contractor" for purposes of this Agreement and shall protect such information as appropriate under HIPAA, the Client Agreement, and this Agreement. In such instances, Contractor shall be considered the "Business Associate" for purposes of this Agreement only.*

## 2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR



- 2.1. **Permitted Uses:** Contractor will not use PHI other than as (i) permitted or required by this Agreement or the Agreement to receive the Services; or (ii) for the proper management and administration of Contractor.
- 2.2. **Permitted Disclosures:** Contractor will not disclose any PHI, except (i) as may be permitted or required by this Agreement, the Agreement, the Client Agreement, or as Required by Law; or (ii) for the proper management and administration of Contractor, as long as: (a) it is the minimum necessary amount; and (b) such disclosure is Required by Law, or Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person.
- 2.3. **Obligations of Contractor:**
- 2.3.1. **De-Identified Health Information:** Contractor will not de-identify any PHI without Business Associate's prior written consent, or to the extent necessary to perform the Services.
  - 2.3.2. **Safeguards:** Contractor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of Business Associate. Without limiting the generality of the foregoing, Contractor acknowledges that, Contractor must comply with all applicable provisions of 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316.
  - 2.3.3. **Minimum Necessary:** Contractor will use, disclose and request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, and in accordance with any guidance promulgated by HHS.
  - 2.3.4. **No Sale of PHI:** Contractor shall not sell, transfer, sub-license or disclose PHI to a third party, except as otherwise specifically permitted by the Agreement or Business Associate.
  - 2.3.5. **No Marketing:** Contractor shall not use or disclose PHI for any marketing activities.
  - 2.3.6. **Agents and Contractors:** To the extent permitted by the Agreement or Business Associate, Contractor will require any agent or subcontractor it engages to perform the Services to be bound to the same restrictions, obligations and conditions as required in this Agreement.





- 2.3.7. Inspection and Copies:** Within ten (10) business days of receipt of a written request from the Business Associate, Contractor will make PHI in a Designated Record Set in Contractor's custody or control available to Business Associate or, at Business Associate's direction, to an Individual (or the Individual's Personal Representative) in response to an Individual's request for access under 45 C.F.R. 164.524.
- 2.3.8. Amendments:** Upon receipt of written notice from the Business Associate, Contractor shall amend a Designated Record Set containing PHI.
- 2.3.9. Accounting of Disclosures:** Contractor shall make available to Business Associate in response to a request from an Individual or Covered Entity, information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 C.F.R. 164.528, and any related regulations or guidance issued by HHS in accordance with such provision. Contractor shall provide to Business Associate such information necessary to provide an accounting within thirty (30) days of Business Associate's request or such shorter time as may be required by state or federal law.
- 2.3.10. Restriction Agreements and Confidential Communication Requests:** Contractor will comply with any agreement that Business Associate makes that either (i) restricts the use or disclosure of PHI, or (ii) requires confidential communication about PHI, provided that Business Associate notifies Contractor, in writing, of the restriction or confidential communication obligations that Contractor must follow.
- 2.3.11. Access to Books and Records:** Contractor will make its internal practices, books and records related to the use and disclosure of PHI hereunder available to Business Associate and HHS for the purposes of determining Contractor's compliance with this Agreement and HIPAA and Business Associate's compliance with HIPAA, respectively.
- 2.3.12. Breach of Agreement, Privacy Rule or Security Rule; Security Incident Reporting; Breach Notification Involving Unsecured PHI:** Contractor will report to Business Associate, within twenty-four (24) hours of discovery, any (a) breach of this Agreement; (b) Security Incident as defined at 45 C.F.R. Part 164, Subpart C; or (c) Breach as defined at 45 C.F.R. Part 164, Subpart D. Contractor's report will include:
- a. The nature of the breach, Security Incident, or Breach, including how such breach, Security Incident, or Breach occurred;



- b. The PHI that was the target of the breach or Security Incident, or the unsecured PHI involved in the Breach, including the types of identifiers involved and the likelihood of re-identification;
- c. If known and applicable, the identity of the person/entity who used or received the unsecured PHI;
- d. Whether PHI was actually acquired or viewed;
- e. What corrective action Contractor took, if any;
- f. What Contractor did to mitigate any risk or deleterious effect; and
- g. Such other information as Business Associate or a Covered Entity may request.

**2.3.13. Health Information Policies and Procedures:** Contractor will abide by Business Associate's health information policies and procedures, as such policies and procedures may be in effect from time to time.

**2.3.14. Compliance with Law:** Contractor will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including PHI.

**2.3.15. HIPAA and HITECH Act Obligations:** In addition to the foregoing, Contractor covenants and agrees to comply with any and all HIPAA and HITECH Act obligations directly applicable to a party in Contractor's position.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- 3.1. **Restrictions Requests and Confidential Communications:** Business Associate will notify Contractor of any agreement Business Associate or the applicable Covered Entity makes regarding any restriction or requirement for confidential communication with respect to the use or disclosure of PHI, to the extent that such restriction agreement or confidential communication requirement may affect Contractor's use or disclosure of PHI.
- 3.2. **Safeguards:** Business Associate will: (i) use safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Contractor, until such PHI is received by Contractor; and (ii) inform Contractor of any consent or authorization, including any changes in or withdrawal of any such consent or authorization, provided to the Business Associate by an Individual or a Covered Entity.



#### 4. TERM AND TERMINATION

- 4.1. **Term:** This Agreement shall remain in effect until such time as the Agreement expires or is terminated or as otherwise provided herein.
- 4.2. **Termination:**
- 4.2.1. Except for the requirements set forth in Section 4.3, which shall survive as set forth therein, and except as otherwise provided in Section 4.2.2, this Agreement will terminate on the date that the Agreement is terminated or expires.
  - 4.2.2. This Agreement and the Agreement both may be terminated by Business Associate upon the breach of any material provision of this Agreement by Contractor, which breach is not corrected within thirty (30) days after written notice of such breach is given to Contractor.
- 4.3. **Effect of Termination:** Contractor agrees that, upon termination of the Agreement, Contractor will return or destroy all PHI. In the event Contractor determines (and Business Associate agrees) that return or destruction is not feasible, Contractor will extend the protections required in this Agreement to the PHI and limit further uses and disclosures to only those purposes that make the return or destruction of the information infeasible.

#### 5. MISCELLANEOUS

- 5.1 **Regulatory References:** A reference to HIPAA or the HITECH Act, or a section thereof, and its regulations and requirements means the provisions and section(s) in effect, as may be modified or amended, including issuance of regulations and guidance by HHS.
- 5.2 **Amendment:** Both parties agree that the provisions of HIPAA and the HITECH Act, including provisions to be adopted by HHS which apply to business associates and subcontractors (as such terms are defined by HIPAA) and that are required to be incorporated into a HIPAA business associate subcontractor agreement, are hereby incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable effective date. Notwithstanding the foregoing, the parties agree to take such action as is required by law to amend this Agreement pursuant to final regulation or amendment of HIPAA and the HITECH Act.
- 5.3 **Notices:** Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery contained in, the Agreement. Notice shall be in writing and shall be deemed effective when personally delivered or, if mailed, three (3) calendar days after the date deposited in the United



States mail, first class, postage prepaid, to the addressee at its current business address.

- 5.4 Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.
- 5.5 Choice of Law:** All issues and questions concerning the validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state identified in the Agreement.
- 5.6 Voluntary Execution:** Each party has read and understands this Agreement, and represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.
- 5.7 Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be reformed, construed, and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5.8 No Modification:** No modification of this Agreement will be effective unless made in writing and executed by each party hereto, except as otherwise provided hereunder.
- 5.9 Entire Agreement:** This Agreement supersedes any and all prior agreements and understandings between the parties related to the subject matter hereof.
- 5.10 Independent Contractor:** None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other for the purpose of effecting the provisions of this Agreement.
- 5.11. Indemnification:** Each party agrees to indemnify and hold harmless the other party and its affiliates, directors, officers, employees and agents, individually and collectively, against any and all losses, liabilities, judgments, penalties, awards and costs, including costs of investigation and legal fees and expenses, arising out of or related to: (i) a breach of any representation, warranty or covenant of this Agreement; or (ii) any negligent or wrongful acts or omissions of such party or its employees, directors, officers, subcontractors, or agents, including failure to perform their obligations under HIPAA and HITECH.

[SIGNATURES FOLLOW]



IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed and delivered as of the day and year first above written.

BUSINESS ASSOCIATE:

CONTRACTOR:

VEYO, LLC

BY: Lonnie Barton

BY: \_\_\_\_\_

ITS: Operations Manager

ITS: \_\_\_\_\_

DATE: 09 / 20 / 2021

DATE: \_\_\_\_\_

veyo<sup>∞</sup>

# Wisconsin Fireworks Law 2014

Wisconsin Department of Justice

This memorandum is intended as an **advisory** to law enforcement to address recurring issues with respect to the possession, sale and use of fireworks in Wisconsin. It summarizes Wisconsin fireworks law, answers common questions and corrects common misunderstandings about the law. The applicable statute is *Wisconsin Statute § 167.10*. <https://docs.legis.wisconsin.gov/statutes/statutes/167#/statutes/statutes/167/5>

The statutes do not give the Department of Justice direct authority to enforce the fireworks law. Enforcement responsibility and authority rest with local law enforcement and district attorneys, or municipal prosecutors in the case of local ordinance violations. **Therefore, law enforcement should consult their local district attorney and municipal prosecutors with respect to specific enforcement questions in their jurisdiction.**

Local ordinances may also regulate fireworks and may be stricter than state law, but cannot be less strict. This advisory discusses only state law, so some devices or materials described as legal in this advisory may be prohibited by a local ordinance.

## Legal Without A Permit

State law allows the sale, possession and use, without a permit, of sparklers not exceeding 36 inches in length, stationary cones and fountains, toy snakes, smoke bombs, caps, noisemakers, confetti poppers with less than ¼ grain of explosive mixture, and novelty devices that spin or move on the ground. *Wis. Stat. § 167.10(1)*. There is no age restriction on sale, possession or use of these devices and the statute does not classify them as fireworks. Local ordinances may be more restrictive than state statutes and may prohibit any of these items or limit their sale or use. **These are the only kinds of “fireworks,” as that word is commonly used, that a person may use or possess without a permit or that may be sold to a person who does not have a permit.**

## Illegal Without A Permit

**Possessing or using any other fireworks, including, for example, firecrackers, roman candles, bottle rockets and mortars, in Wisconsin without a valid permit is illegal.** *Wis. Stat. § 167.10(3)*. A commonly used rule of thumb is that a permit is required if the device explodes or leaves the ground. **The sale of these restricted fireworks to a resident of this state without a valid permit is also illegal.** *Wis. Stat. § 167.10(2)*.

## **Conditions For A Valid Permit**

The requirements for a valid permit are contained in *Wis. Stat. § 167.10(3)(a), (c) and (f)* and are detailed below.

**A permit may be issued by a mayor, village president or town chair or any person designated by the mayor, village president or town chairperson.** *Wis. Stat. § 167.10(3)(a)*. If a city, village, or town requires that a user's permit be signed or stamped, a person who is authorized to issue the permit under par. (a) may sign or stamp the permit before the permit is issued rather than signing or stamping the permit at the time that it is issued. *Wis. Stat. § 167.10(3)(fm)*.

**A permit is valid only in the city, village or town of the official who issued it.** A mayor, village president, town chair, or a person they have designated can only authorize possession or use of fireworks within their jurisdiction. *Wis. Stat. § 167.10(3)(a)*. For example, a permit issued by the town chair of one town cannot and does not authorize possession or use of the fireworks in another town. **Transportation Exception:** A person who has a valid permit from one municipality may purchase fireworks in another municipality and transport them to the municipality in which the person has a permit. *Wis. Stat. § 167.10(3)(b)7*.

**A permit may require a bond or insurance.** *Wis. Stat. § 167.10(3)(e)*. An official issuing a permit may require a bond or insurance policy to indemnify the issuing municipality for any damages that may result from the possession or use of the fireworks.

**A permit may be issued to an individual or group of individuals.** Permits, other than for crop protection, may be issued to a public authority, a fair association, an amusement park, a park board, a civic organization, an individual, or a group of individuals. *Wis. Stat. § 167.10(3)(c)*.

**Although individuals may obtain permits, a group may also obtain a permit in the group's name.** A group with a permit may authorize an individual to make purchases on its behalf, but the permit must be in the name of the group. A person buying for a group should have both a copy of the group's permit and the authorization of the group. A group may not issue a blanket authorization to all of its members to purchase on behalf of the group. *City of Wisconsin Dells v. Dells Fireworks, Inc.*, 197 Wis. 2d 1, 21, 539 N.W.2d 916 (Ct. App. 1995). <http://www.wicourts.gov/ca/opinions/94/pdf/94-1999.pdf>. *Wis. Stat § 167.10* creates "strict regulations" on the sale and use of fireworks. *Id.* Based on all the circumstances the organization must actually exercise control over the purchase or use of the fireworks by its members. *Id.*

The authorized buyer may only buy the kind of fireworks specified in the group's permits. The total quantity purchased by all authorized buyers on behalf of the group cannot exceed the quantity of fireworks authorized by the permit. The fireworks



purchased on behalf of the group may only be possessed in the municipality which issued the group's permit, except while being transported from the point of sale to that municipality. The fireworks may only be used by the group on the date and location specified on the permit and subject to any other conditions on the permit.

**A valid permit must specify the general kind and approximate quantity of fireworks which may be purchased.** *Wis. Stat. § 167.10(3)(f)3.*

**A permit must specify the location at which the fireworks may be possessed or used.** *Wis. Stat. § 167.10(3)(f)4.* As noted above, this location must be within the jurisdiction of the official who issued the permit. It must be a specific location within that jurisdiction, rather than the entire jurisdiction. The statute uses "location" in the singular. A permit that specifies multiple locations is not valid.

**The permit must specify the date of the permitted use.** *Wis. Stat. § 167.10(3)(f)4.* The word "date" is in the singular in the statute. A permit that specifies multiple dates or a range of dates of permitted use is not valid. This, in combination with the specification of location, means that a separate permit is required for each date and location for which use is permitted.

**The permit must specify the date on and after which the fireworks can be purchased.** *Wis. Stat. § 167.10(3)(f)2.* Once a permit is issued, the permittee may purchase fireworks up to the date of the permitted use.

**A copy of a permit for large fireworks displays must be given to a fire or law enforcement official in the municipality which issued the permit at least two days before the date of use.** *Wis. Stat. § 167.10(3)(g).* This requirement does not apply to smaller *consumer* fireworks which require a permit, i.e. those classified as Division 1.4 explosives under CFR 173.50, or those items which fall outside the definition of fireworks e.g. those identified in *Wis. Stat. §167.10(1)(a)-(n)*. (Display fireworks are those classified as Division 1.3 explosives under CFR 173.50.)

**The permit may contain additional restrictions.** *Wis. Stat. § 167.10(3)(f)5.* A municipality may adopt ordinances imposing special restrictions, e.g., times or manner of use, distances from buildings or spectators, etc. and a permit may specify these additional restrictions.

**Permits may not be issued to minors.** *Wis. Stat. § 167.10(3)(h).* Since minors may not be issued fireworks permits, there are no conditions under which it is legal for a minor to possess or use any fireworks except those allowed without a permit, e.g., sparklers, snakes, fountains, etc.

**Fireworks vendors rather than only wholesalers or jobbers are now permitted to sell fireworks to a person who is not a resident of this state.** *Wis. Stat. § 167.10(2)(bg).*

However, a nonresident person may not **possess or use** fireworks in Wisconsin without a valid Wisconsin permit. *Wis. Stat. § 167.10(3)(a)*. See also *State v. Victory Fireworks, Inc.*, 230 Wis. 2d 721, 726-27, 602 N.W.2d 128 (Ct. App. 1999). A nonresident who lawfully purchases fireworks under a permit can possess and use those fireworks in Wisconsin pursuant to the terms of the permit or may transport them out of state. A nonresident without a valid Wisconsin permit may order fireworks from a fireworks vendor for shipping out-of-state. *Wis. Stat. § 167.10(4)*, or may transport those fireworks from Wisconsin to another state. (See below)

**Persons may transport fireworks from the place they were purchased to the city, town or village where their possession or use is authorized under a permit or ordinance.** *Wis. Stat. § 167.10(3)(b)7*. However, persons transporting fireworks may not possess them in a city, town or village without a permit from that jurisdiction if they remain there for more than 12 hours. *Wis. Stat. § 167.10(3)(bm)*.

### **Penalties**

A person who possesses or uses fireworks without a valid permit, or who sells fireworks to a person who does not have a valid permit, is subject to a forfeiture of up to \$1,000 per violation. *Wis. Stat. § 167.10(9)(b)*. Each firework illegally possessed, used or sold may be a separate violation.

A parent or guardian who allows a minor to possess or use fireworks (not including those for which no permits are required) is subject to a forfeiture of up to \$1,000 per violation. *Wis. Stat. § 167.10(9)(c)*.

A city, village or town may obtain an injunction prohibiting a person from violating *Wis. Stat. § 167.10(8)(a)*. Violations of such an injunction are criminal misdemeanors, subject to up to 9 months in jail and a \$10,000 fine. *Wis. Stat. § 167.10(9)(a)*.

### **Enforcement**

The statutes do not give the Department of Justice direct authority to enforce the fireworks law. Enforcement responsibility and authority rest with local law enforcement and district attorneys, or municipal prosecutors in the case of local ordinance violations.

Therefore, law enforcement should consult their local district attorney and municipal prosecutors with respect to specific enforcement questions in their jurisdiction.

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## **NFPA 1123: Fireworks for Display**

**FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

**Fireworks, 1.4G.** (Formerly Class C, Common Fireworks.) Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. Such 1.4G fireworks which comply with the construction, chemical composition and labeling regulations of the DOTn for Fireworks, UN 0336, and the U.S. Consumer Product Safety Commission as set forth in CPSC 16 CFR: Parts 1500 and 1507, are not explosive materials for the purpose of this code.

**Fireworks, 1.3G.** (Formerly Class B, Special Fireworks.) Large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks, are also described as Fireworks, UN0335 by the DOTn.

**Minimum Site Size Requirements.** The site for the outdoor land or water display shall have a radius at least as great as specified for those items in the display with the greatest required radius. For aerial shells, the exhibition or display shall be arranged so that the fireworks are to be fired are at least 70 feet for every 1 inch diameter of aerial projectile with a minimum distance of 100 feet from the nearest building, nearest public roadway, and nearest point of location of any persons viewing the exhibition or display.

- The distance between the discharge site and bulk storage areas of materials that have a flammability, explosive, or toxic hazard shall be twice that required by the minimum site size requirements.
- No spectators or spectator parking areas shall be located within the display site.
- The area selected for the discharge of aerial shells shall be located so that the trajectory of the shells shall not come **within 25 ft** (7.6 m) of any overhead object.

The display area includes the discharge site, the fallout area, and the required separation distance from the mortars to spectator viewing areas. The display area does not include spectator viewing areas or vehicle parking areas.