

SIGNIFICANT EXPOSURE TO BLOOD BORNE PRODUCTS

- Ambulance personnel should document, on a Significant Exposure report form, the details of any “significant exposure” to blood and body fluids that occurs during emergency care. It should also include a description of the type of exposure that occurred. This documentation may be the only record of the exposure, which will be available to ensure that proper follow-up occurs. The receiving hospital personnel should be told of the exposure when the patient is delivered to the emergency department. Workers’ Compensation paperwork should also be completed.
- If you feel you have had a significant exposure, but you do not transport, i.e., DOA, Refusal, complete a significant exposure form. An incident report must be filled out and turned into the EMS Office, along with contacting the Shift Lead or OIC as soon as possible.
- **Procedures for Handling Body Fluids**
 - No distinction is made between body fluids from individuals with a known disease or those from persons without a diagnosed disease or symptoms of illness. The body fluids of all persons should be considered to contain potentially infectious agents, i.e., bacteria and viruses.
 - Body Fluids Include: blood, semen, drainage from scrapes, cuts, and open lesions, feces, urine, vomit, respiratory secretions, i.e., nasal discharge and saliva, etc.
- **Contact with Body Fluids**
 - If any contact is made with body fluids, follow these procedures:
 - **Wash Hands Immediately!**
 - Proper hand washing requires soap and water and vigorous washing under a stream of running water for approximately 30 seconds. Rinse under running water, and use paper towels to dry hands thoroughly. Soap dispensers are preferable to bar soap. If soap and water are not readily available, use the alcohol foam supplied on the ambulance.
 - Disposable gloves are REQUIRED to be worn by all personnel on all calls. Face masks, gowns, and protective jumpsuits should be worn when the need arises. Following removal of gloves, hands are to be thoroughly washed with soap and water if available; if not, use the alcohol foam provided in the ambulance.
 - Contaminated disposable items such as tissues, dressings, diapers, or paper towels should be handled with disposable gloves and be discarded in a plastic bag or lined trash container. Plastic bags/liners are to be secured and disposed of daily.
 - Clothing and other non-disposable items contaminated with body fluids are to be handled with disposable gloves and are to be placed in secured red bio-hazard bags and sent with the patient. EMT’s clothing soaked or contaminated with body fluids should be placed in a red bio-hazard bag and brought to the EMS station to be laundered.

- **Disinfectants**

- The disinfectant to be used should be one registered by the US Environmental Protection Agency (EPA).
- Sodium Hypochlorite with at least 100 ppm available chlorine (1 ½ cup) household bleach in one gallon of water, needs to be freshly prepared each time it is used.
- Ethyl or Isopropyl Alcohol, at least 75% solution.
- Phenolic Germicidal Detergent in a 1% aqueous solution (Lysol, example).
- Hydrogen Peroxide (3% solution)
- Heat at 130 degrees for 10 minutes.
- Disinfection of rugs and upholstery. Apply the approved sanitary absorbent agent, let it dry, and vacuum. If necessary, mechanically remove with broom and dustpan, then apply rug shampoo (a germicidal detergent) with a brush and re-vacuum. Again, rinse the dustpan and broom in disinfectant. Wash brushes with disinfectant and rinse. Dispose of non-reusable materials and clean equipment as above.

- **Removal of Body Fluids from the Environment**

- Use approved disinfectants to remove body fluids from all surfaces
- Disposable gloves are to be worn when using these agents.
- Following the removal of a body fluid spill, a disinfectant is to be applied.
 - Mops should be soaked in the disinfectant after use and rinsed thoroughly. If machine washed, use the hot water cycle, and then rinse.
 - Disposable cleaning equipment should be discarded in a secure plastic bag.
 - Non-disposable cleaning equipment (dust pans, buckets, brooms) should be thoroughly rinsed in disinfectant.
 - The contaminated disinfectant solution is to be promptly disposed of down a drainpipe or toilet.
 - Remove gloves and discard in an appropriate receptacle.

- **STATUTORY DEFINITION OF SIGNIFICANT EXPOSURE (252.15, Wis. Stats.):**

- This definition refers to an exposure that carries the potential for transmission of HIV (AIDS virus) since other infectious diseases can also be transmitted by significant exposure to blood or body fluids. This form would be used to document any such exposure.
- Under Wisconsin Statutes 252.15, "significant exposure" means: sustained a contact that carries a potential for transmission of HIV, by one or more of the following:
 - Transmission of blood, semen, or other body fluid into a body orifice.
 - Exchange of blood during the accidental or intentional infliction of a penetrating wound, including a needle puncture.

- Blood or other body fluid exchange into an eye, an open wound, an oozing lesion, or where a significant breakdown in the epidermal barrier has occurred.
 - Exposure to saliva as a result of a bite during which the skin is broken.
 - The provision of cardiopulmonary resuscitation.
- **Significant exposure forms are in all ambulances and are to be filled out if an exposure occurs.**
- **Disposal of used I.V. Needles, Syringes, and Lancets:**
 - Any IV needles, syringes, or lancets that have been used shall be disposed of in the containers provided in each ambulance. When this container becomes full, it is the responsibility of the ambulance crew on duty at the time to tape the container up and dispose of it at whichever hospital you are at, if they still accept it, or bring the full container to the EMS office.

LAWS GOVERNING THE EMERGENCY MEDICAL TECHNICIANS

- **Medical Practice Acts**
 - Every State has laws, regulations, or written policies that govern the actions of the EMTs. These rules of practice take the form of a Medical Practice Act in most areas. Medical Practice Acts usually define the minimum qualifications for those who may perform medical procedures and provide a means of Licensure for different categories of health professionals.
 - Medical Practice Acts now dominate the area of rulemaking involving medical personnel. More and more States, however, are developing and passing specific legislation to cover all phases of EMS, including the training, certification, and licensure, of EMTs. Whether a State or area has a Medical Practice Act or specific EMS legislation, it is essential to become familiar with such laws.
- **Duty to Act.**
 - The duty to Act doctrine requires that a public or municipal ambulance operator come to the aid of an injured person in that jurisdiction. This requirement does not, in most instances, apply to private ambulance providers, who are usually permitted to select patients and answer calls as they choose. Ambulance providers who do not charge for their work, including public, municipal, and volunteer services, are **REQUIRED** to respond to every call for help.
- **Consent**
 - In rendering emergency care, EMTs, like physicians, must gain the patient's consent to receive such care. This is necessary to avoid possible charges of technical assault and battery. Several standards exist governing forms of consent and the ways in which it can be given. These standards depend on the patient's age and condition.
 - Consent must be informed; that is, the patient must be told in an easily understood manner, of the nature and extent of the procedure to be performed and the possible risks involved.
 - Consent must be obtained from every conscious, mentally competent adult.

- Consent is implied for emergency lifesaving treatment in the unconscious adult and only applies while in these conditions: incapacitated by drug, alcohol intoxication, trauma, shock, mental disorder, a minor, no parent or guardian.
- Consent must be obtained from the parent or guardian in the case of children, as legally defined by the State, or of adults who are mentally incompetent. If a parent or guardian is not available, emergency treatment to maintain life may be undertaken without consent.
- Consent refused by a conscious and mentally competent adult means that the patient cannot be treated without a court order. In such cases, the physician should be consulted for instructions.
- Generally, the wisest approach is to inform the patient of the possible consequences of refusing the treatment. If the patient understands these consequences and still refuses treatment, there is little that can be done. Document on the run sheet.
- Psychiatric emergencies present more difficult problems in regard to obtaining patient consent. Under most conditions, a law enforcement officer is the only person with the authority to restrain and transport a person against that individual's will. The EMT should not attempt intervention unless directed to do so by a police officer or when it is obvious that the patient is about to do harm to themselves or others. Neither the physician nor the patient's family can authorize the actual transport and eventual confinement of a psychiatric patient. The physician and family can authorize involuntary commitment for psychiatric treatment, but their authority does not extend to forceful transport of a patient against his or her will. Thus, it is important that each EMS system establish procedures, based on local laws and policies, for dealing with psychiatric emergencies. In most cases, police involvement will be required.

• Abandonment

- Abandonment is defined as the termination of a physician-patient relationship by the physician without the consent of the patient and without allowing the patient enough time to find another physician. For abandonment to occur:
 - There must have been an initial physician-patient relationship.
 - The physician must have ended the relationship without the patient's consent.
 - The physician must have ended the relationship without allowing the patient enough time to obtain the services of another physician.
 - The patient must have had a continued need for medical treatment.
 - Injury or death must have resulted from termination of the physician-patient relationship.
- Although the above definition is stated mainly in terms of the physician, those who act as agents of a physician are clearly also involved. Therefore, once the EMT has responded to an emergency, he or she must not leave a patient who needs continuing medical care until another competent health professional takes responsibility for the patient. Although this may seem obvious, critically ill or injured patients occasionally are left at a hospital

emergency department and die before emergency department personnel have taken adequate note of them. An EMT must stay with the patient until an orderly transfer of care has taken place.

- **Medical Direction**

- Actions of EMTs in the field are considered the delegated actions of a physician; that is, the physician has designated the EMT as the one delegated to carry out these actions. It always should be remembered, however, that these actions are still legally those of a physician and that the physician bears legal responsibility for them. For this reason, many activities cannot be carried out without an order from a licensed physician. Orders may be given by radio or defined by protocols (standing orders). EMTs are not free to disregard or go against an order given by a physician.
- To avoid such situations, it is best for the medical director of the EMS system to develop policies defining the EMT's relationship with the medical director and with other physicians in the community. When conflicts arise between EMTs and physician bystanders in the field, these problems should be resolved by the medical director, not by the EMT.

- **Written Medical Records**

- Even the most skilled and conscientious health professional may have to go to court eventually as a witness or a defendant in a civil or criminal action. In these circumstances, the best protection is a thorough and accurate medical record. This point cannot be overemphasized. Whenever care is given to a patient in the field, the EMT should make a careful, detailed record of:
 - The date and time call were received, the time of arrival and departure from the scene, and the time the patient arrived at a medical facility.
 - The information obtained from the patient or bystanders (history)
 - EMT/Paramedic observations at the scene.
 - The findings of the physical examination.
 - Any treatment rendered and documented by the EMT providing the skill or intervention.
 - Any changes in the patient's condition while under the care of the EMT.
 - Again, the EMT should be as precise and detailed as possible. A medical record may become a legal document that reflects upon its author. A sloppy, incomplete record suggests to the reader (and to the Court) that the care of the patient also may have been sloppy and incomplete. Therefore, time must be taken to make the records accurate and thorough. The medical record is never the place for flippant or derogatory remarks about a patient.
- All patients must receive the HIPAA Privacy Notice.

- **Confidentiality / Release of Patient Information**

- Confidentiality of EMS files and records shall not be disclosed to the public, and they shall be considered private unless a signed written consent by the patient requests disclosure to certain parties.

- All information concerning a patient is confidential and should never be discussed other than in the performance of your duties. You should never discuss, in the presence of visitors or unauthorized personnel, information about the patient's condition or treatment. Authorized personnel are defined as emergency room staff directly involved in the care of the patient, EMTs/Paramedics involved with the call, the Coroner, the EMS Administration, and the Medical Director of Berlin EMS.
- All members of Berlin EMS are responsible for protecting a patient's privacy and must refrain from disclosing information, even when wishing to ease someone's anxiety. Under no circumstances should a member of Berlin EMS gossip about the fact that a person was treated and/or transported to a hospital by Berlin EMS.
- Failure to follow this policy violates Federal HIPAA laws and could result in legal action against you!
- DHSS. Chapter 146.81 Paragraph 2.
- Release of any type of information to Attorneys, Insurance Companies, the Press, or the public will be done only by the EMS Office. EMTs will not release any information, make or sign any statements concerning information on calls unless it is given to the police, coroner, or an investigating officer at the scene.

HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

REFERENCE: Public Law 104-191, 42 U.S.C. 1301 et seq; 45 C.F.R. 160.001 et seq. and Wisconsin Statute 146.50 (a)

- **PURPOSE:**

- The purpose of this policy is to set forth guidelines for compliance with the Health Information Portability and Accountability Act of 1996, hereafter called "HIPAA," and Wisconsin 146.50 (a), by Berlin EMS, hereinafter referred to for all purposes as EMS.

- **POLICY:**

- It is the policy of Berlin EMS to comply with the provisions of HIPAA and to protect Individually Identifiable Health Information (IIHI), also herein referred to as Protected Health Information (PHI) gathered while providing Emergency Medical Services; all employees and agents of Berlin EMS shall always maintain the highest level of confidentiality and information and protected health information gained from patients during EMS assessment and treatment and kept in any form by Berlin EMS.

- **DEFINITIONS**

- Employee
 - Any person employed by Berlin EMS, including those employed full-time, part-time, volunteer on a seasonal or event basis.
- Individual
 - Any person using the services of Berlin EMS.

- Individually Identifiable Health Information (IIHI) – Is information that is a subset of health information, including demographic information collected from an individual, and:
 - Is created or received by a health care provider
 - Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - That identifies the individual or with respect to whom there is a reasonable basis to believe the information can be used to identify the individual.
- Individually Identifiable Health Information is also referred to herein as Protected Health Information (PHI), and the two terms shall have the same meaning.
- Business Associate - One who uses individually identifiable health information for:
 - Claims processing for Berlin EMS
 - Medical direction
 - Education in an affiliated EMS education program
 - Utilization review
 - Quality assurance or improvement
 - Billing
 - Benefit management
 - Legal advice
 - Accounting and auditing
 - Consulting
 - Data management
 - Financial services
 - Collection agency
- Health Care – Emergency or non-emergency assessment, treatment, or procedures with respect to physical or mental condition or functional status of an individual or that affects the structure or function of the body; use or dispensing of a drug, device, supply item, equipment, or other item from a prescription or under medical protocols.
- Information -- Any information, recorded in any way whatsoever, that is
 - Created or received by a provider
 - Relates to past, present, or future physical or mental health or condition
 - Related to the provision of health care
 - Related to payment for services
- Standard
 - A rule or requirement that employs IIHI for describing information for the classification of components, specification of materials, performance, or operations, or a description of procedures.
- Designated Record

- A set of one patient's records, which includes medical records and billing.
 - Disclosure
 - Release, transfer, divulging, or providing access to IIHI and PHI to anyone other than Berlin EMS for the purposes of billing, conducting quality assessment and improvement activities, outcome evaluations, legal consultations, developing clinical guidelines, protocol development, unit and personnel deployment strategies, case management and care coordination, student and employee education, and release of information to law enforcement, governmental agencies, and media as permitted or required by law, customer service, auditing, fraud and abuse studies, complaint resolution, employee discipline, transfer to another entity if such entity replaces Berlin EMS as an ambulance provider, and all other like disclosures.
 - EMS
 - Berlin EMS
 - Minimum Necessary Standard
 - The minimum necessary amount of IIHI or PHI that is needed by an individual to carry out that individual's job function.
 - Protected Health Information (PHI)
 - Any individually identifiable health information (IIHI) or other information in the possession of Berlin EMS that is protected by HIPAA, or Wisconsin Statute 146.50 (a), or by any other pertinent statute or regulation.
 - Designated Record Set (DRS)
 - A designated record set means all records containing protected health information (PHI) that relates to a patient. DRS should include the patient care report and all its parts, including billing documents, ECG monitor strips, medication records, treatment records, physician statements of medical necessity, transfer records, photographs, x-rays, or any other materials or data that are a part of the patient care record. Similarly, records of claims, whether paper or electronic, all correspondence and documents from or with insurance payers, and amendments of patient records, statements of disagreement by the patient requesting amendment when the patient's request for amendment is denied, summaries of patient records, and copies of patient request forms and EMS responses to them. DRS should also include copies of records created by and received from other health care providers.
 - DRS should not include quality assurance/quality improvement data, accident reports, incident reports, or peer review documents or materials.
- **General Provisions**
 - Privacy Officer
 - Berlin EMS will maintain a designated Privacy Officer to oversee all confidentiality issues and to serve as a contact point for patients and their families to voice concerns, complaints, to access records, or to request that amendments be made to their patient records. All

requests for patient information/records should be referred to the Privacy Officer. The Privacy officer will: monitor employee and company (or department) compliance with all state and federal privacy standards.

CRIME SCENE

- The priority of EMS personnel is the treatment of the patient. It is emphasized that while care is to be taken in minimizing patient and/or object movement, this is a secondary consideration and should not hinder resuscitative efforts. Any conflict between EMS personnel and law enforcement should be reported immediately to the EMS Chief for resolution of the conflict.
- **Injured Patient** – If treatment is needed, the following guidelines should apply:
 - Utilize the same route in and out of the crime scene, disturbing as little of the surroundings as possible.
 - Note the position of the body and other pertinent objects, weapons, medications, etc.
 - Avoid cutting through or tearing apparent bullet or knife holes. Clothing should be cut (if necessary) along seams or in areas that would not compromise entrance or exit wound markings on the clothing.
 - Place any clothing or materials in the patient's possession in paper bags and do not discard; these items should be given to the investigator.
 - Give the law enforcement officer on the scene a detailed, accurate description of the body position, location of weapons, and objects left or touched by EMS personnel. If the scene or patient is disturbed in any fashion to perform patient care, document the "pre-disturbed" position of things on the reporting forms, if possible, and report to the investigator.
- **Dead on Scene** – If the patient is obviously dead and death appears to be due to other than natural causes, the following procedures are to be used:
 - Do not touch or move the body.
 - Immediately request the appropriate law enforcement agency, if not already on scene.
 - Do not touch or move any weapons, medication containers, suicide notes, or any other items that may be pertinent to the incident investigation.
 - Avoid touching doors, windows, light switches, etc.
 - Utilize the same route in and out of the crime scene, disturbing as little of the surroundings as possible. If the death is obvious, wait for law enforcement to make entry to confirm with only one EMT/Paramedic making entry.
 - Never cover the body with a blanket or towels; this could destroy evidence.

ON-SCENE ROLES

- **Primary Paramedic**
 - The primary Paramedic on the first EMS unit on the scene assumes overall control and direction of the other crews.

- Scene control may be taken over only by previously designated personnel with supervisory responsibility.
 - Scene control may be relinquished in deference to the patient's need for advanced care.
 - If Med 1 is on scene, control of the scene can be turned over to this resource
- **On-Scene Physician**
 - In some cases, where a physician, who is not the patient's personal physician, appears on scene and elects to direct the care of the patient, thus assuming medical control of the scene, the following guidelines should be used:
 - This physician should identify his or herself and their specialty to the senior EMS crew member.
 - After identification, contact should be made with Medical Control to secure a transfer of medical direction.
 - If approved by Medical Control, the on-scene physician should then sign a document identifying themselves and their willingness to accept responsibility for the patient.
 - The physician then **MUST** accompany the patient to the hospital and fill out documentation required by the receiving hospital, including the patient care report form. The signatures should be complete and legible with all forms dated and witnessed.
- **Additional EMS Personnel**
 - At times, individuals with EMS certification, but from outside an organization's service area, will coincidentally be passing through the service area at the time of an emergency and will offer help. These individuals should not be allowed to participate in patient care before showing written verification that their certification is valid. Regardless of the certification of these individuals, scene control will remain with the primary medic of the first crew.
- **Nurses and Other Allied Healthcare Professionals**
 - These persons ARE NOT trained in pre-hospital care and are NOT CERTIFIED or licensed to administer it. Before allowing these persons to assist in patient care, their certification/license should be verified. The extent to which they participate in patient care is solely determined by the on-scene control of the EMT/Paramedic.
- **Fire Department Personnel**
 - Fire Department personnel are responsible for all fire suppression, hazard control, and heavy extrication.
 - In all rescue and extrication operations, the role of EMS personnel will be to direct patient care and advise rescue teams on phases of the operation that might compromise the patient's condition. EMS personnel will not direct the technical aspects of extrication.
 - Fire Department personnel may be utilized as drivers of the ambulance if additional EMS personnel are required for patient care in the back of the ambulance. In the event of a full resuscitation, Fire Department personnel with a minimum of current AHA CPR certification may be utilized for the

purposes of providing compressions, under the direction of the EMT/Paramedic providing primary patient care, en route to the hospital.

- **Law Enforcement Personnel**

- Law Enforcement officers are responsible for traffic control and the control of disruptive bystanders or patients. Law enforcement officers can be utilized as drivers of the ambulance if additional EMS personnel are required for patient care in the back of the ambulance. Refer to Transport of Prisoners and Patient Restraint policies.

- **Other EMS Services on Scene**

- These situations arise when a call involves mutual aid or when the exact location of the emergency is unknown, and two or more services are dispatched to the general area where the emergency is thought to be. In the following, it is assumed that all parties are acting in a good faith manner solely in the best interest of the patient.
 - When approaching the scene of an obvious emergency, which is out of the prescribed jurisdictional service area, the crew should continue their response and initiate patient care as required with service protocols.
 - If a crew from the area of jurisdiction does not arrive before the point in patient care when transport is needed, the crew should transport to their usual facility.
 - If a crew from the area of jurisdiction does arrive before patient transport, then both crews should negotiate further patient treatment and cooperatively determine transport destination based on the patient's further medical needs (considering patient's condition, BLS vs. ALS capabilities of the services, distance, and capability of medical centers, etc). If there is any delay or conflict in making these decisions, Medical Control should be contacted for assistance.
 - If a crew arrives at a scene within their jurisdiction and finds that another service from outside that jurisdiction has already initiated patient care, the arriving crew should not attempt to take charge of patient care but should expeditiously negotiate with the attending crew as to who will continue patient care and to what medical facility the patient will be transported. If delays or conflicts arise in making these decisions, Medical Control should be contacted for assistance.

- **Personal Physician**

- When EMS personnel are in direct contact with a patient's personal physician (either by phone, radio, or in person at the scene), that physician is to be respected as the senior medical person on the scene and their orders are to be followed without question as long as it is within the providers scope of practice and in accordance to the service protocols.
- When the physician elects to accompany their patient to the hospital, EMS personnel should respect the physician's wishes in the management of the patient during the entire course of care for the patient. When the physician requests that the patient should be transported immediately, this should be done with all reasonable haste, after obtaining patient consent.

- It is reasonable to expect a physician or their representatives to give an adequate report regarding the patient to EMS personnel, and physicians will be continually encouraged by the Medical Director to give such a report.
- If EMS personnel disagree with the physician's management or with the appropriateness of their use of the EMS system, this subject shall not be discussed with the physician, but rather, their requests should be respected, and EMS's questions should be discussed with the EMS Chief or Assistant EMS Chief.
- Once direct contact ends with a patient's personal physician, EMS personnel will give a progress report to the receiving Emergency Department by radio or phone. The Emergency Department physician may then give additional orders or change previous orders depending upon the patient's condition.

PATIENT RESTRAINT

- Under normal circumstances, EMS personnel should not attempt to restrain a violent patient. Law enforcement personnel should be called for assistance. However, any patient who presents a significant threat to themselves or others may be physically restrained by EMS personnel. When patient restraint becomes necessary, the following procedure should be followed:
 - Soft wrist and ankle restraints, along with folded sheets, are the only authorized restraining materials.
 - Use techniques that will cause no injury to the patient, i.e., the minimum amount of force possible will be used to secure the restraints.
 - Restraints shall allow for a small amount of movement in each extremity. In no case shall they be so secure as to prevent all movement.
 - Pulses and other measures to assure distal circulation will be checked frequently following the application of restraints.
 - Get assistance from a law enforcement officer when possible and, if available, get the officer to accompany the patient in the back of the ambulance.
 - At the termination of the call, fully document all pertinent details, including signatures of witnesses if possible.

SELF-PROTECTION

- In all cases where the threat of physical harm is possible, EMS personnel should contact law enforcement through the Sheriff's Office dispatcher before entering the area. The EMS crew should NOT enter the area until law enforcement advises that the scene is secure. At no time should personnel attempt to manage the situation without aid. Primary emphasis should be on the safety of the crew.
- If already on the scene, EMS personnel, when threatened with bodily harm either by serious verbal threat or weapon(s), should make every effort to avoid confrontation by leaving the premises/scene and requesting law enforcement assistance.
- In situations where EMS personnel are exposed to serious verbal threat or threat by weapon(s) where efforts to avoid confrontation are unsuccessful and personal injury seems imminent, EMS personnel may use any measure reasonable and prudent to protect

themselves and their partner from injury or death. Immediately notify law enforcement through the Sheriff's Office dispatcher.

CONCEALED CARRY / PATIENT WITH A FIREARM

- Car / ATV / Snowmobile Crash Scenario
 - **Conscious & Orientated x 4 patient:**
 - Have the patient remove the weapon while still in its holster and give it to a law enforcement officer.
- Home / Residence Scenario
 - **Conscious & Orientated x 4 patient:**
 - Have the patient remove the weapon while still in its holster and place it away from the patient. If there are other adults in the home who will accept responsibility, have them secure the weapon. If no one is available, leave the weapon in the home and lock the house. Treat and transport your patient without the weapon. Document all related information in the PCR narrative section.
- Any Scenario with an altered Level of Consciousness
 - **Unconscious or disoriented patient:**
 - Notify law enforcement for the removal of the weapon. The officer will make the determination of who shall retain possession of the weapon. Be sure to document!

SEXUAL ASSAULT

- In the event a patient reports that he or she has been sexually assaulted, the following procedure should be followed:
 - With the patient's permission, notify the Sheriff's Office dispatcher immediately. If a weapon is involved, the Sheriff's Office dispatcher must be notified. To maintain patient confidentiality, avoid using the patient's name or the nature of injury over monitored radio frequencies.
 - History taking should be limited to information pertinent to the patient's injuries and subsequent treatment. Any detailed description of the assault is unnecessary and may be psychologically injurious to the patient.
 - Injuries should be treated following standard triage conditions. Wounds containing debris should not be cleansed at the scene unless they are life-threatening. The site of the sexual assault should not be examined by EMS personnel unless obvious bleeding needs to be controlled.
 - In addition to the treatment of physical injury, particular attention should be paid to the psychological injury. Referral to a sexual assault program might be helpful. A non-judgmental attitude must be maintained by the EMS crew.

- The patient should be advised not to wash, shower, brush their teeth, use a mouthwash, douche, urinate, or defecate before examination in an Emergency Department. If the assault was oral, they should also be advised not to drink or smoke to help preserve physical evidence.
- The scene should be treated as any other crime scene, with special attention given to the preservation of evidence.
- Any clothing that must be removed should be handled as little as possible and given to law enforcement.
- Each garment should be placed separately in its own paper bag. It is preferable that each piece of clothing be folded inward, placing a piece of paper against any stain, so that stains are not in contact with the bag or other parts of the clothing.
- If moisture of any kind is on the clothing and might leak through the paper bag, it should be placed inside a larger paper bag with the top of the second bag left open.
- If it is necessary to cut off items of clothing, be sure not to cut through existing rips, tears, or stains if possible.
- Circumstances and time permitting, recommend that a change of clothing be brought to the hospital.
- Be aware that the patient has the right to refuse treatment and/or transportation, either initially or at any point thereafter. However, you should stress to the patient the importance of seeking an immediate examination, since injuries can go unnoticed or appear later.

RIDE-ALONG PERSONNEL IN THE EMS VEHICLE

- All Ride-Along personnel must sign a release form before riding in any EMS unit. A release form should be signed every calendar year if one chooses to ride along for longer than 1 year.
- Only authorized persons will be allowed to ride in an EMS vehicle.
- Ride-Along personnel must be informed of all requirements and rules before riding in an EMS vehicle.
- No one under the age of 18 years of age may ride unless they are enrolled in a state-approved EMT class, or they must also have the expressed written permission from the EMS Chief and the Parent or Guardian of the ride-along.
- It is the responsibility of all EMS personnel to ensure that the rider has been approved to ride and a release form has been signed.
- It is the responsibility of all EMS personnel to note the personal appearance of each rider when he or she reports to ride along. If he or she is not dressed appropriately, they will be advised by the EMS personnel and will not be permitted to ride until he or she has complied with proper dress.

Ride-Along Personnel Rules and Regulations

- Ride-Along personnel fall into two groups: observers and student interns.
 - Observers
 - These are individuals who, for some personal reason, may desire the experience of prehospital care by observation. Frequently, this is to

gain a sense of EMS roles in the community and to understand the interaction of various agencies.

- Observers should not be involved in the patient care process. EMS personnel will render care to the patient.
- Student Interns
 - Their role is to interact in the patient care process by performing duties as delegated by an affiliate agreement with the training institution. The amount of involvement is to be determined by the medical staff on the ambulance.
 - Interns should perform skills, as determined by the crew leader, that falls within the practice for the certification the student is working toward. Interns are "in training" and should not be left alone in the role of providing sole care for the patient. Not enough skill or training may have been obtained by the student to permit critical, independent judgments. All decisions should be agreed upon by the EMS crew leader.
- All EMS Ride-Along personnel will always conduct themselves with proper decorum. They are to refrain from:
 - Use of alcoholic beverages prior to and during the shift.
 - Use of profane or abusive language.
 - Use of excessive conversations while riding in the unit, which may interfere with radio communications.
 - Making remarks or voicing opinions to patients or family members, bystanders, law enforcement, fire personnel, or first responders in any manner that would tend to provoke or degrade anyone or escalate tension or anxiety.
 - Making known to a person not authorized, any information concerning the emergency call, patient information, or outcome.
 - Using information gained through the EMS rider program for personal gain.
 - Wearing on their clothing any article, sign, or symbol that advertises any product, business, or organization.
- EMS Ride-Along personnel are to:
 - Adhere to all policies and procedures pertaining to EMS personnel.
 - Provide personal transportation to and from the EMS Station.
 - Shall not bring any other person to the EMS Station during their ride-along time.
 - Ride in a designated seat with the seat belt always fastened.
 - Remain in or near the unit while on an emergency call.
 - Shall not remove any equipment from the unit unless expressly directed to do so by the crew
 - Are to observe only, unless instructed by a crew member. Exceptions are students who have clearance to perform certain procedures as part of their training program and hold a valid training permit through the State of Wisconsin.
 - Shall not carry weapons during the ride-along.

- Ride-Along personnel are to always dress neatly and conservatively. Conservative type shoes, including black athletic shoes or boots, must be worn. Hair must be groomed. Sandals, tank tops, or shorts are prohibited. Cleanliness and physical hygiene are always required.
- All Ride-Along personnel are subject to removal for any violation of the above rules and regulations. Additionally, due to operations or training requirements, they may be asked to leave at a moment's notice.

CONTROLLED SUBSTANCES AND ALCOHOL TESTING POLICY

- This policy applies to all emergency medical service ("EMS") personnel of Berlin EMS, including full-time, part-time, volunteer, and applicants to the EMS (collectively "employees"). This drug and alcohol testing program shall be managed by the City of Berlin.
- **PROHIBITED SUBSTANCES**
 - The use of any drug or substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15, and including all drugs assigned a U.S. Drug Enforcement Administration number, is always prohibited unless a legal prescription has been written for the substance. This includes, but is not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any substance that causes the presence of these drugs or drug metabolites not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Employees taking such drugs in accordance with a legal prescription shall self-report to the Program Manager if the prescribed drug adversely affects the employee's job performance.
 - All employees are prohibited from reporting for duty or remaining on duty if there is a qualitative presence of a prohibited drug in their system, which measures above the minimum thresholds as defined in 49 CFR PART 40, as amended. Additionally, all employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances anytime and anywhere, whether during work or nonworking hours. Finally, all employees are prohibited from reporting for work or working if there is a presence of a prescribed drug in their system in excess of the prescribed rate or if the prescribed drug interferes with the employee's ability to competently perform his or her duties.
- **Reasonable Suspicion Testing.**
 - Employees may be subject to reasonable suspicion testing when there is reasonable suspicion that the employee has used a prohibited drug or that the employee is under the influence of alcohol. To trigger a reasonable suspicion test, the employee must contact the OIC, and then the OIC will make the decision based on their observations whether the employee will be tested. The individual shall require an employee to undergo such testing based only on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered individual. The employee shall be immediately informed of the individual's observations and suspicions. The notification to the employee shall be

documented. The employee shall proceed immediately to the testing facility or location for reasonable suspicion testing for drugs and/or alcohol. During the pendency of the test result, the employee shall be placed on paid administrative leave. If the test administered is an alcohol breath test and the employee has a prohibited blood alcohol concentration, the employee shall immediately be placed on unpaid administrative leave.

- **Drug Testing Protocol.**

- The employee shall provide a urine specimen to be tested. The specimen will be sent to a laboratory certified by the State of Wisconsin. If the laboratory reports a positive result for prohibited substances or levels, the Program Manager shall then report the positive result to the City Administrator along with the EMS Chief and the affected employee.

- **Alcohol Testing Protocol.**

- Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. Employees are cautioned against the use of various medications or remedies that may contain alcohol (ex., over-the-counter cold remedies). Alcohol testing is performed using a breath test, which measures the amount of alcohol in the individual's system. To perform the test, the employee will be asked to provide a breath sample into the device, which then calculates the extent of alcohol concentration. The machines used to perform these tests are calibrated, and the operators are required to undergo training and testing to meet the state of Wisconsin criteria.
- Prohibited use of alcohol includes the following:
 - Employees are prohibited from consuming alcohol or being under the influence of alcohol while performing job functions. An employee who has consumed alcohol in the 8 hours preceding reporting to work is required to acknowledge his/her consumption at the time that they report for duty. Employees who acknowledge the use of alcohol, but claim that they can perform, will be required to submit to an alcohol test.
 - Reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater.
- An employee who is required to undergo alcohol testing as part of a post-accident/incident test may not use alcohol for eight hours following the accident or until such time as the post-accident test is completed. Usually, two breath tests shall be performed in order to determine if an individual has a prohibited alcohol concentration. A screening test is conducted first. A result less than 0.02 alcohol concentration is considered a negative test. If the concentration is 0.02 or greater, a second confirmation test is conducted. If the confirmation test results in a value at 0.02 or less than 0.04, the employee will be removed from duty until the alcohol level measures below 0.02, or the next regular scheduled duty period, but not less than 8 hours following the test. The EMS Chief will note the name of the employee, the date and time of the alcohol test, and the alcohol concentration. Employees with an alcohol concentration level of 0.04 or greater shall be placed on

unpaid administrative leave pending determination of their employment status by the City of Berlin

- **Refusal of Test.**

- Employees are required to submit to a drug/alcohol test as outlined in this policy. Failure to report for testing at the location prescribed by the EMS Chief within a reasonable time after being notified of the need for testing constitutes a refusal to test. If an employee refuses to test, the test shall be presumed positive, and the employee shall be removed from duty and placed on unpaid administrative leave pending determination of their employment status by the City of Berlin.
- The following acts and omissions also constitute a refusal under the terms of this drug and alcohol testing policy:
 - Failing to remain at the test location prescribed by the EMS Chief until the testing process is complete.
 - Failing to provide enough urine/breath to conduct the test, and it has been determined, through an ensuing medical evaluation, that there was no adequate medical explanation for the failure.
 - Failing to permit monitoring or observation during the drug testing process.
 - Failing to take a second drug test when directed by the Program Manager.
 - If the certified testing laboratory verifies that a test was adulterated or that an employee used a substitute urine specimen.

- **Procedure after Positive Test Result.**

- Receipt of information from the testing facility that an employee has tested positive for drugs, or in the event of a positive breath test for alcohol, the employee shall be immediately removed from duty and placed on unpaid administrative leave pending a determination regarding their continued employment by the City of Berlin.
- Employees are subject to disciplinary action up to and including termination on notice of a positive drug test result, if they have an alcohol concentration that exceeds 0.02, or if they refuse to test as defined in this policy
- An employee restored to active duty following failure of a drug or alcohol test shall be subject to unannounced follow-up testing, which shall be conducted during the following 12-month period.
- An employee restored to active duty following failure of a drug or alcohol test shall be subject to conditions of return to duty imposed by the EMS Chief, including but not limited to attendance and successful completion of a drug or alcohol counseling program
- An employee who fails to comply with the conditions of return established by the EMS Chief will be subject to immediate termination.

- **Voluntary Treatment**

- Berlin encourages employees who are struggling with alcohol or drug use to seek professional assistance.

- If an employee voluntarily seeks help (such as counseling, rehab, or other professional support) *before* breaking any company policies, laws, or this specific policy, they will not be disciplined for actions that happened before they asked for help.
 - Key points
 - The employee must seek help **voluntarily**.
 - They must do so **before** any violation occurs.
 - It protects employees from discipline for **past actions** up to that point.
 - It encourages employees to get help early (e.g., for substance abuse, mental health, etc.).
- Furthermore, employees undergoing voluntary treatment are not exempt from the disciplinary provisions of this policy for actions occurring after entry into voluntary treatment or the drug and alcohol testing requirements.

ALCOHOL TREATMENT PATIENT TRANSPORT PROCEDURE

- When the Berlin EMS ambulances are dispatched to a location for an intoxicated patient, our units will transport, if medically necessary, to hospitals only. If the ambulance crew feels the need for an officer to ride with or follow the unit for safety reasons, the patient will not be transported until an officer is available. After releasing the patient to the ER staff, your responsibility to the patient ends.
- Under no circumstances shall an ambulance transport a patient to a De-Tox or rehab facility from a 911 response.

CONTROLLED SUBSTANCE MEDICATION

- Controlled substances include, but are not limited to:
 - Fentanyl
 - Midazolam (Versed)
 - Dilaudid (Hydromorphone)
 - Ketamine
- Purchasing and replacement
 - Controlled substances are purchased by the EMS Chief.
- Security – Building
 - Controlled substances will be kept in the Chief's office storage closet and in a locked safe. If the needed replacements are needed and the office is closed, the EMS crew must contact the Shift lead or the OIC for access to the medications.
- Security – Ambulance

- Controlled substances will be kept in a locked "Narc safe" inside the ambulance. All documentation will be done on the approved electronic system that is in place.
- Inventory Procedure
 - If the seal is intact and the correct recorded number, no further checking is required.
 - If the seal is NOT intact (i.e., broken or missing), an inventory of the contents must be done upon discovery, and the safe re-secured.
 - If the safe has not been properly secured and tagged, the safe must be opened and the contents inspected upon discovery.
- Inventory and documentation
 - Documentation of the name, dose, time given, and route of administration of a controlled substance shall be recorded on the patient care report.
 - Documentation of use of a controlled substance will also be recorded on the "Controlled Substance Log" section in the patient care report, including a minimum of (2) signatures.
 - Wasting of a controlled substance requires one person to waste the medication and a second person to witness the waste. The wasted amount is to be recorded on the "Controlled Substance Log" in the patient care report along with proper signatures.
- Expiration Dates
 - On the first day of each month, the crews will be contacted by either the OIC or Shift Leader, and the expiring medications will be counted, and then the OIC/Shift Leader will deliver the new medications and take the expired medications.
- Discrepancies or missing controlled substances
 - Any discrepancies or missing controlled substances must be reported to the Shift Leader or the OIC as soon as the discrepancy is discovered.

MULTIPLE CASUALTY INCIDENT PLAN (MCI)

- Objective:
 - To provide emergency medical treatment to all injured parties as fast and efficiently as possible during a multiple casualty incident.
- Goals:
 - The multiple casualty incident plan will provide:
 - A simple, clear chain of command for EMS in MCI.
 - A clearly defined role description of the various Incident Command positions.
 - A method of operation for triage treatment and transportation of injured patients.
- Definition:
 - An MCI exists when the number of patients and the nature of their injuries make the normal level of stabilization and care unachievable.
- Chain of Command and Procedure for MCI

- The plan may be activated any time the incident fits into the above definition.
 - When responding to a known MCI, advise the closest hospital, depending on the location of the MCI that you are responding to.
 - In the event the situation develops into an MCI, the first ambulance crew is responsible for activating the MCI Plan and notifying dispatch, requesting the necessary resources, and the EMS Chief should be paged.
 - Establish an Incident Command Post (ICP) and utilize the Incident Command System.
- Incident Command System
 - During the incident, the Incident Commander (IC) is responsible for the overall management of the incident. The IC is selected based on experience, qualifications, and jurisdictional authority. Major responsibilities of the IC include:
 - Establishing an Incident Command Post. An ICP is a fixed location where the IC is located and will work from. Once the ICP is established, it should not be moved.
 - Determining immediate priorities. The priority is always the safety of the people involved in the incident.
 - The second priority is stabilizing the incident. While stabilizing the incident, always take into consideration life safety, command, and the management of resources efficiently and cost-effectively.
 - Determining incident objectives, strategy, and tactics.
 - Other functions of the Incident Commander include:
 - Assessing the situation
 - Approving, authorizing, and implementing an Incident Action Plan
 - Ensuring scene safety
 - Coordinating activity for the command and general staff
 - Coordinating with key officials
 - Approving requests and releases of resources
 - Keeping agency officials informed of incident status
 - Approving the use of outside personnel
 - Authorizing the release of information to the news media through the Information Officer
 - Ordering the demobilization when appropriate
 - The IC may have a deputy to help accomplish all these tasks, but the deputy must have the same qualifications as the IC and must be ready to take over the role of the IC at any time.
 - If an incident changes to the degree that someone with their qualifications is needed, command can be handed to a better-qualified person or changed to a Unified Command System (UCS).
- Command Staff
 - There are three important staff functions that are the responsibility of the IC. The IC can choose to take on these responsibilities or may assign staff to these duties instead. These Officers need to be in the ICP.
 - Information Officer

- One member of the Command Staff is the Information Officer (IO). The IO is responsible for developing and releasing information to the news media, incident personnel, and other appropriate agencies per the IC's discretion. There is only one IO per incident, but the Information Officer may have one or more assistants.
- Some of the things the IO should consider include:
 - Establishing a work location separate from the Incident Command Post (ICP) yet close enough to have access to information.
 - Establishing an area for the media to gather.
 - Arranging for media photo opportunities.
- Liaison Officer
 - Another Command Staff member is the Liaison Officer (LO). An LO is essential for incidents involving several jurisdictions or agencies.
 - The LO is responsible for assisting and coordinating with other agencies and personnel other than those involved in Unified Command. The Liaison Officer is utilized when the incident gets so large that the IC can no longer coordinate with each agency on an individual basis, or when two or more jurisdictions are involved.
- Safety Officer
 - The third Command Staff member is the Safety Officer. The Safety Officer's (SO) function is to develop and recommend measures for assuring personnel safety, and to assess and/or anticipate hazardous and unsafe situations. All response efforts require safety, but in a HAZMAT incident, the assigning of a Safety Officer is required.
- Depending on the scope of the MCI, additional officers may be utilized
 - Extrication Sector Officer
 - This officer should have an assistant or be from the Fire \ Rescue Team.
 - Determine resources needed to extricate patients and deliver them to the triage area before final placement at the treatment sector.
 - Communicate resource requirements to command.
 - Allocate assigned resources.
 - Assign, direct, and supervise personnel and resources.
 - Collect, assemble, and assess patients with obvious minor injuries and isolate them from the treatment and extrication sector operations.
 - Provide frequent progress reports to command.
 - Triage Sector Officer
 - Establish a sector area at or near the entrance to the treatment sector operations.
 - Follow local protocols for triage procedures.

- Treatment Sector Officer
 - Locate a suitable treatment sector area and report that location to the extrication sector officer and command.
 - Evaluate resources required for patient treatment and report those needs to command.
 - Provide suitable RED, YELLOW, and GREEN treatment areas.
 - Assign, direct, supervise, and coordinate personnel within the sector.
 - Report progress to command.
- Transport Sector Officer
 - Establish ambulance staging area (if command has not done so) and patient loading areas.
 - Establish and operate a helicopter landing zone (may use fire for this zone).
 - Work with the communications center and hospitals to obtain medical facility status.
 - Coordinate patient allocation and transportation with the treatment sector, the communication center, and hospitals.
 - Maintain a log of patients transported, including name or number, basic injury, destination, and time leaving the treatment sector.
 - Report resource requirements to command.
 - Supervise personnel.
 - Report when the last patient has been transported.
- Staging Sector Officer
 - Coordinate with law enforcement to block streets, intersections, and other access routes required for staging operations.
 - Ensure that all apparatus is parked in an orderly manner within staging so they can be deployed efficiently to the incident site.
 - Maintain a log of units available in the staging area as well as specialized equipment and medical supplies that may be required at the scene.
 - Confer with command about essential resources in the staging area and coordinate requests for additional resources with the communications center.
 - Assume a position that is visible and accessible to incoming and staged units.
 - Announce the location of staging to command and the communications center.

ATTENDING SCHOOL / FURTHER EDUCATION POLICY

- In the event you are going to be attending any school, please follow the guidelines below to take time off.
 - It is your responsibility to find trades to cover your shifts. This is not the responsibility of the Service to give you time off for school, but the Chief will work with you as much as possible to accommodate it.

- Acceptable ways to cover your shifts:
 - Trade your hours with another employee. There needs to be an effort on the employee to contact fellow employees about trades for hours.
 - If a volunteer is willing to cover your hours, you will need to use sick or vacation leave to cover your hours.
 - If no one can trade, then you need to report to work. Calling into work sick to go to school can result in disciplinary action.
 - Paramedic Interns have a separate contract with the City of Berlin and must adhere to that contract

OVERTIME MANDATE POLICY

- When experiencing staffing deficits, Berlin EMS management can mandate its full-time staff to work overtime to ensure safe and effective operations.
- It shall be the responsibility of the EMS Chief to enforce and follow this procedure.
- Mandatory overtime will be assigned based on seniority (seniority is based on full-time service), starting from lowest to highest. The person with the lowest seniority and skill level needed will be required to work overtime as assigned. This will be done on a rotating basis with individuals that are mandated to work overtime subsequently being placed back in the rotation but at the top of the list. Notification of this overtime mandate must be done within 48 hours of the start of the shift being mandated.
- The only excusable instances that an employee can refuse mandatory overtime are approved FMLA, approved vacation, active workman's compensation, or if the mandatory shift would put an employee on shift for >72 hours. Mandatory overtime can only be assigned in increments of 24 hours or less. If 48 hours need to be filled, two EMS staff will be mandated to work.
- Should an employee be advised of mandated overtime, but another staff person voluntarily comes forward to fill the required shift, the employee assigned the overtime will be removed from the schedule and placed back on the rotating OT schedule

**CITY OF BERLIN
COMMON COUNCIL MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Employee Health Insurance and Employee Dental Insurance
MEETING DATE: September 9, 2025

BACKGROUND

As presented at the Committee of the Whole meeting on September 2, the City's Health Insurance contract runs from October 1 – September 30 each year.

Currently the City's insurance is with WPS. 2025 costs were/are \$69,630.91 per month for 45 participating employees. The renewal rate offered by WPS is \$76,243.06 per month (9.5% increase).

The Committee of the Whole recommended moving forward with Robin Health Partners.

The rate offered by Robin Health Partners is \$63,811.49 per month (0.9% decrease) (for the Broad network).

Total impacts to the City are anticipated to be:

Total employer costs of \$783,233.57 (this total includes payouts to employees that choose not to take the insurance benefit and obligations outlined in an approved labor agreement) – Cost share to be implemented as employer share of 92.5% and an employee share of 7.5%. The plan provides an embedded Deductible of \$3500 for single plans and \$7000 for family plans.

Total employee costs of \$61,391.11. Costs to be born as monthly contributions of \$53.54 for a single plan, \$101.78 for an employee + spouse and employee + children plan, and \$159.66 for a family plan.

The Robin proposal that costs have been anticipated on assumes all employee participants would choose to utilize the Broad network. The City will offer a dual choice, allowing employees to choose between Robin's Broad network and Robin's Focused network. If all employees chose to utilize the Focused network, the total anticipated employer costs of the plan would be reduced by \$61,258.24. Additionally, for employees utilizing the Focused network, the employee share (monthly contribution) would be reduced as well (to \$49.26 for a single plan, \$93.64 for an employee + spouse and employee + children plan, and \$146.89 for a family plan). With the dual choice option being offered, it is anticipated that total employer costs would fall between \$704,479.59 and \$765,737.83 for 2026.

Anticipated disruption (employees that would have to find a new doctor due to their current provider no longer being in network) due to the change to Robin Health Partners is anticipated to be close to 0% if the City moved to Robin's Broad network and up to 25% if the City moved to Robin's Focused network.

Robin Health Partners is not able to offer a rate cap for next year's renewal due to the size of the City's coverage group.

Proposed Employee Monthly Contributions:

Plan Type	Original (Current 2025)	WPS Renewal (2026)	Robin Broad (2026)	Robin Focused (2026)
Single	\$25.00	\$59.18	\$53.54	\$49.26
Employee + Spouse	\$50.00	\$112.49	\$101.78	\$93.64
Employee + Children	\$50.00	\$112.49	\$101.78	\$93.64
Family	\$75.00	\$176.46	\$159.66	\$146.89

Anticipated Costs:

Plan Type	Original (Current 2025)	WPS Renewal (2026)	Robin Broad (2026)	Robin Focused (2026)
TOTAL COST	\$826,923	\$914,917	\$827,824	\$761,599
Employer Cost Share	\$797,823.00	\$865,003.00	\$783,233.00	\$721,279.00
Employees Cost Share	\$29,100.00	\$66,713.00	\$61,391.00	\$57,120.00

The City also offers employees dental insurance, at 100% employee cost. The City will not experience any savings or increased cost based on the dental insurance renewal. Enclosed please find additional information regarding Health Partners coverage in the Berlin area. Employees currently utilize the Delta Dental plan, the renewal is proposed at an 8% increase. Moving to Health Partners would result in a cost savings of just over 8%, however there are difference in available providers and there are coverage waiting periods for some services/procedures for new enrollees (waiting periods will not apply to those who are currently utilizing the City's plan through Delta Dental).

SUGGESTED MOTION

Motion to move forward with Robin Health Partners proposal for employee health insurance for the October 1, 2025 to September 30, 2026 plan year, including an option for both the Broad network plan and Focused network plan with a \$3500/\$7000 and 100% deductible. Total plan costs to be shared by the employer at 92.5% and employee at 7.5% of the employee chosen plan (employee to select Broad or Focused network and single, employee + spouse, employee + children or family plan).

Motion to move forward with a dental insurance proposal for employee dental insurance, to be paid entirely by the employee.



Vizance, Inc.
City of Berlin

Report as of 26 August 2025

Plan Group Comparison - 10/1/25 - 9/30/26
This is a brief, illustrative summary of the benefits and rates. This is not intended to be a complete comparison of contract provisions. Refer to the contract/certificate for exact benefit details. While every effort has been made to ensure the accuracy of the rates, final rates are subject to change and are based on final enrollment and underwriting approval.
* = services covered by all plans

Dental Plan Group		Current	Renewal	Proposed
Dental Plan Design		Delta Dental Delta Dental PPO NEG FEE SCH	Delta Dental Delta Dental PPO NEG FEE SCH	HealthPartners Dental Voluntary Open Access UCR 80%
Deductible		Single 50 \$ Family 150 \$	Single 50 \$ Family 150 \$	Single 50 \$ Family 50 \$
Annual Max Benefit		\$1,000 per person	\$1,000 per person	\$1,000 per person
Coinurance		Prev 100% Basic 80% Major 50%	Prev 100% Basic 80% Major 50%	Prev 100% Basic 80% Major 50%
Preventive		Exams, Cleanings	Exams, Cleanings	Exams, Cleanings
Basic		Composite Fillings, Simple Extractions	Composite Fillings, Simple Extractions	Composite Fillings, Simple Extractions, Endodontics, Periodontics
Major		Stainless Crowns, Porcelain Crowns, Bridges, Dentures, Implants, Complex Extractions, Oral Surgery, Endodontics, Periodontics	Stainless Crowns, Porcelain Crowns, Bridges, Dentures, Implants, Complex Extractions, Oral Surgery, Endodontics, Periodontics	Stainless Crowns, Porcelain Crowns, Bridges, Dentures, Implants, Complex Extractions, Oral Surgery
Not Covered		--	--	--
Orthodontia (Lifetime)		70% up to \$1,000 by age 26	70% up to \$1,000 by age 26	50% up to \$1,000 by age 18
Dependent Eligibility		Until age 26	Until age 26	Until age 26
Enrollment		30 Prem ER EE	30 Prem ER EE	30 Prem ER EE
Employee Only		11 \$ 41 ³⁶ 100 % \$ 0 ⁰⁰	11 \$ 44 ⁶⁷ 100 % \$ 0 ⁰⁰	11 \$ 36 ⁷⁶ 100 % \$ 0 ⁰⁰
Employee + Spouse		7 \$ 82 ⁷⁴ 100 % \$ 0 ⁰⁰	7 \$ 89 ⁹⁸ 100 % \$ 0 ⁰⁰	7 \$ 78 ¹⁸ 100 % \$ 0 ⁰⁰
Employee + Children		3 \$ 82 ²³ 100 % \$ 0 ⁰⁰	3 \$ 88 ⁸¹ 100 % \$ 0 ⁰⁰	3 \$ 78 ¹⁸ 100 % \$ 0 ⁰⁰
Family		9 \$ 135 ³¹ 100 % \$ 0 ⁰⁰	9 \$ 146 ¹³ 100 % \$ 0 ⁰⁰	9 \$ 122 ⁷⁷ 100 % \$ 0 ⁰⁰
Annual Insurance Premium		\$29,983.44 @ 12 month guarantee	\$32,381.88 ▲ +8.0% @ 12 month guarantee	\$27,493.08 ▼ -8.3% @ 24 month guarantee
Employer Annual Cost		\$ 29,983.44	\$ 32,381.88 +8.0%	\$ 27,493.08 -8.3%
		PASSIVE	PASSIVE	PASSIVE. Deductible is per person with no family cap limit.



HP Dental Open Access

Personalized provider listing

Your personalized provider listing

This listing includes dental providers in the HP Dental Open Access network based on the criteria you selected during your online search:

Searching your network as of 09/03/2025, Type: dental, Location: Oshkosh, Wisconsin, United States, within a 20 mile radius, Sorted by: 'distanceInMiles'

Getting Care - Choose a personal dentist

A personal relationship with a dentist is at the heart of good care and good health. That's why we encourage you to choose a personal dentist who gets to know you and your dental and health history.

Visit **healthpartners.com** to view the entire national network of 38,000 dentists at 82,000 locations. To learn about your specific benefits, log on as a member, consult your plan documents or call Member Services at **952-883-5000**, **1-800-883-2177** or the number listed on the back of your member ID card.

Although provider information is updated regularly, if you wish to be certain of receiving care from a specific provider, you should contact that provider to ask whether they are still a HealthPartners provider and whether or not the dentist is accepting new patients.

Access to health care services does not guarantee access to a particular type of dentist. Please contact Member Services at **952-883-5000** or **1-800-883-2177** for specific information about access to different kinds of dental providers.

THIS DENTAL CARE PLAN MAY NOT COVER ALL YOUR DENTAL CARE EXPENSES. READ YOUR MEMBERSHIP CONTRACT TO DETERMINE WHICH EXPENSES ARE COVERED.

Plans are underwritten and/or administered by HealthPartners, Inc., Group Health, Inc., HealthPartners Insurance Company and HealthPartners Administrators, Inc. Fully insured Wisconsin plans are underwritten and administered by HealthPartners Insurance Company.

Searching HP Dental Open Access network as of 09/03/2025, Type: dental, Location: Berlin, Wisconsin, United States, within a 20 mile radius, Sorted by: 'distanceInMiles'

Network Providers

Rauch Family Dentistry LLC 929 S Grove St Ripon, WI 54971 (920) 748-3633	Thomas R Machak DDS 123 W Main St Omro, WI 54963 (920) 685-5893	Azim Presswala DDS 702 E Fond Du Lac St Ripon, WI 54971 (920) 896-0144	Omro Dentistry 1771 E Main St Omro, WI 54963 (920) 685-2121
Midwest Dental 1 North St Markesan, WI 53946 (920) 398-2662			

Searching HP Dental Open Access network as of 09/03/2025, Type: dental, Location: Oshkosh, Wisconsin, United States, within a 20 mile radius, Sorted by: 'distanceInMiles'

Network Providers

G Dubester DDS

404 N Main St Ste 312

Oshkosh, WI 54901

(920) 426-3566

Oak Park Dental Inc

450 N Koeller St

Oshkosh, WI 54902

(920) 235-5503

Hughes & Christian Sc

2202 Omro Rd

Oshkosh, WI 54904

(920) 426-4540

Dentistry by Design

113 E Bell St

Neenah, WI 54956

(920) 725-8505

Midwest Dental

5553 W Waterford Ln Ste B

Appleton, WI 54913

(920) 739-7165

Midwest Dental Oshkosh

South

1477 S Park Ave

Oshkosh, WI 54902-6679

(920) 231-0093

Dudley Family Dental

1763 Taft Ave

Dudley Family Dental

Oshkosh, WI 54902

(920) 233-1927

Just 4 Kidds Dent for Children

1720 Congress Ave

Oshkosh, WI 54901

(920) 500-8500

Midwest Dental Neenah

201 E Bell St Ste 101

Neenah, WI 54956

(920) 725-0670

Midwest Dental Care

885 Western Ave Ste 300

Fond Du Lac, WI 54935

(920) 923-6766

Graf Family Dentistry Inc

824 E Murdock Ave

Oshkosh, WI 54901

(920) 233-2279

First Impressions, SC

1660 Oshkosh Ave

Oshkosh, WI 54902-2600

(920) 479-6740

Omro Dentistry

1771 E Main St

Omro, WI 54963

(920) 685-2121

Jeffrey A Rostas DDS

58 Racine St

Menasha, WI 54952

(920) 725-8213

Mid-Valley Dental Group LLC

903 E Airport Rd

Menasha, WI 54952

(920) 729-6322

Aspen Dental - Oshkosh

404 S Koeller St

Oshkosh, WI 54902

(920) 233-3500

Rlj Dental Oshkosh

1460 W South Park Ave

Oshkosh, WI 54902

(920) 303-1803

Thomas R Machak DDS

123 W Main St

Omro, WI 54963

(920) 685-5893

Floros Family Dental

355 N Peters Ave

Fond Du Lac, WI 54935

(920) 921-0440

Other important information

Our approach to protecting personal information

As a health plan, we comply with federal and state laws regarding the confidentiality of medical records and personal information about our members and former members. We've developed policies and procedures to ensure that the collection, use and disclosure of such information complies with the law. Whenever necessary, we obtain consent or authorization from our members, or an approved member representative, when the member is unable to give consent or authorization for disclosure of personal information. We give members access to their own information consistent with applicable law and standards. Our policies and practices are designed to facilitate appropriate and effective use of information, internally and externally, to enable us to serve our members and improve the health of our members, our patients and the community, while being sensitive to their privacy. If you would like a copy of our privacy notice, please visit **healthpartners.com** or call Member Services at **952-883-5000** or **1-800-883-2177**. For your provider's privacy policy, please contact your provider directly.

Other important information

Provider reimbursement information for dental plans

Our goal in reimbursing providers is to provide affordable care for our members while encouraging quality care through best care practices and rewarding providers for meeting the needs of our members. Several different types of reimbursement arrangements are used with providers. All are designed to achieve that goal.

Some providers are paid on a **"fee-for-service"** basis, which means that the health plan pays the provider a certain set amount that corresponds to each type of service furnished by the provider.

Some providers are paid on a **"discount"** basis, which means that when a provider sends us a bill, we have negotiated a reduced rate on behalf of our members. We pay a predetermined percentage of the total bill for services.

Some providers are paid a **"salary"** with a possible additional payment made based on performance criteria such as quality of care and patient satisfaction measures.

We pay some groups of providers on a **"capitated"** basis, which means that the provider group receives a set fee each month for each member enrolled in the provider group's clinic, regardless of how many or what type of services the member actually receives. Provider groups are, therefore, required to manage the budget for their entire patient panel appropriately.

Occasionally our reimbursement arrangements with providers include some **combination** of the methods described above. For example, we may capitate a provider for certain types of care and pay that same provider on a fee-for-services basis for other types of care. In addition, although we may pay a provider such as a clinic using one type of reimbursement method, that clinic may pay its employed providers using another reimbursement method.

Check with your individual provider if you wish to know the basis on which he or she is paid.



HP Dental Open Access

Personalized provider listing

Your personalized provider listing

This listing includes dental providers in the HP Dental Open Access network based on the criteria you selected during your online search:

Searching your network as of 09/03/2025. Type: dentist, Location: Oshkosh, Wisconsin, United States, within a 20 mile radius, Language: English, Sorted by: 'distanceInMiles'

Getting Care - Choose a personal dentist

A personal relationship with a dentist is at the heart of good care and good health. That's why we encourage you to choose a personal dentist who gets to know you and your dental and health history.

Visit **healthpartners.com** to view the entire national network of 38,000 dentists at 82,000 locations. To learn about your specific benefits, log on as a member, consult your plan documents or call Member Services at **952-883-5000, 1-800-883-2177** or the number listed on the back of your member ID card.

Although provider information is updated regularly, if you wish to be certain of receiving care from a specific provider, you should contact that provider to ask whether they are still a HealthPartners provider and whether or not the dentist is accepting new patients.

Access to health care services does not guarantee access to a particular type of dentist. Please contact Member Services at **952-883-5000** or **1-800-883-2177** for specific information about access to different kinds of dental providers.

THIS DENTAL CARE PLAN MAY NOT COVER ALL YOUR DENTAL CARE EXPENSES. READ YOUR MEMBERSHIP CONTRACT TO DETERMINE WHICH EXPENSES ARE COVERED.

Plans are underwritten and/or administered by HealthPartners, Inc., Group Health, Inc., HealthPartners Insurance Company and HealthPartners Administrators, Inc. Fully insured Wisconsin plans are underwritten and administered by HealthPartners Insurance Company.

Searching HP Dental Open Access network as of 09/03/2025. Type: dentist, Location: Berlin, Wisconsin, United States, within a 20 mile radius, Language: English, Sorted by: 'distanceInMiles'

Network Providers

Christopher J Rauch, DDS
Rauch Family Dentistry LLC
929 S Grove St
Ripon, WI 54971
(920) 748-3633
General Dentistry

Thomas Machak, DDS
123 W Main St
Omro, WI 54963
(920) 685-5893
General Dentistry

Azim A Presswala,
702 E Fond Du Lac St
Ripon, WI 54971
(920) 896-0144
General Dentistry

Erika V Van Laarhoven, DDS
Omro Dentistry
1771 E Main St
Omro, WI 54963
(920) 685-2121
General Dentistry

Christine L Dahl, DDS
Midwest Dental
1 North St
Markesan, WI 53946
(920) 398-2662
General Dentistry

Jorge A Hernandez, DDS
Midwest Dental
1 North St
Markesan, WI 53946
(920) 398-2662
General Dentistry

Allen D Langeberg, DDS
Midwest Dental
1 North St
Markesan, WI 53946
(920) 398-2662
General Dentistry

Gary L Llewellyn, DDS
Midwest Dental
1 North St
Markesan, WI 53946
(920) 398-2662
General Dentistry

Michael J Spiewak, DDS
Midwest Dental
1 North St
Markesan, WI 53946
(920) 398-2662
General Dentistry

Patrick F Sweeney, DDS
Midwest Dental
1 North St
Markesan, WI 53946
(920) 398-2662
General Dentistry

Searching HP Dental Open Access network as of 09/03/2025. Type: dentist, Location: Oshkosh, Wisconsin, United States, within a 20 mile radius, Language: English, Sorted by: 'distanceInMiles'

Network Providers

Gary Dubester, DDS
G Dubester DDS
404 N Main St Ste 312
Oshkosh, WI 54901
(920) 426-3566
General Dentistry

Jaxson R. Anderson, DMD
Midwest Dental Oshkosh South
1477 S Park Ave
Oshkosh, WI 54902-6679
(920) 231-0093
General Dentistry

Michelle Graf, DDS
Graf Family Dentistry Inc
824 E Murdock Ave
Oshkosh, WI 54901
(920) 233-2279
General Dentistry

Thomas Graf, DDS
Graf Family Dentistry Inc
824 E Murdock Ave
Oshkosh, WI 54901
(920) 233-2279
General Dentistry

Chad Schulz, DDS
Aspen Dental - Oshkosh
404 S Koeller St
Oshkosh, WI 54902
(920) 233-3500
General Dentistry

Sidney Schulz, DDS
Aspen Dental - Oshkosh
404 S Koeller St
Oshkosh, WI 54902
(920) 233-3500
General Dentistry

Carolyn M Bores, DDS
Oak Park Dental Inc
450 N Koeller St
Oshkosh, WI 54902
(920) 235-5503
General Dentistry

Mark E Hannan, DDS
Oak Park Dental Inc
450 N Koeller St
Oshkosh, WI 54902
(920) 235-5503
General Dentistry

Bret W Trent, DDS
Oak Park Dental Inc
450 N Koeller St
Oshkosh, WI 54902
(920) 235-5503
General Dentistry

Sara M Trent, DDS
Oak Park Dental Inc
450 N Koeller St
Oshkosh, WI 54902
(920) 235-5503
General Dentistry

Ronald L Dudley, DDS
Dudley Family Dental
1763 Taft Ave
Dudley Family Dental
Oshkosh, WI 54902
(920) 233-1927
General Dentistry

Corey L. Brimacombe, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Margaret C. Chicka, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

John R. Clifford, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Damon J. Cole, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Rylee C. Dehnel, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
General Dentistry

Jeff A. Foster, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Orthodontics

Mark D. Foster, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Orthodontics

Anna M. Kramer, DMD
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Kendal A. Lane, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Edmund L. Markey, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Jennifer Moseley-Stevens, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Meghan Nation, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Mark A. Shaw, DMD
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Joshua J. Spiegl, DDS
First Impressions, SC
1660 Oshkosh Ave
Oshkosh, WI 54902-2600
(920) 479-6740
Pediatric Dentistry

Toyly Hojageldiyev, DDS
Rlj Dental Oshkosh
1460 W South Park Ave
Oshkosh, WI 54902
(920) 303-1803
Periodontics

John P Christian, DDS
Hughes & Christian Sc
2202 Omro Rd
Oshkosh, WI 54904
(920) 426-4540
General Dentistry

Nathan Knutsen, DDS
Just 4 Kidds Dent for Children
1720 Congress Ave
Oshkosh, WI 54901
(920) 500-8500
General Dentistry

Macy Lentz, DDS
Just 4 Kidds Dent for Children
1720 Congress Ave
Oshkosh, WI 54901
(920) 500-8500
General Dentistry

Erika V Van Laarhoven, DDS
Omro Dentistry
1771 E Main St
Omro, WI 54963
(920) 685-2121
General Dentistry

Thomas Machak, DDS
123 W Main St
Omro, WI 54963
(920) 685-5893
General Dentistry

Tiffany Tweedy, DDS
Dentistry by Design
113 E Bell St
Neenah, WI 54956
(920) 725-8505
General Dentistry

Timothy Tweedy, DDS
Dentistry by Design
113 E Bell St
Neenah, WI 54956
(920) 725-8505
General Dentistry

Dino J Bordini, DDS
Midwest Dental Neenah
201 E Bell St Ste 101
Neenah, WI 54956
(920) 725-0670
General Dentistry

James P Meyer, DDS
Midwest Dental Neenah
201 E Bell St Ste 101
Neenah, WI 54956
(920) 725-0670
General Dentistry

Melinda M Rosenberger, DDS
Midwest Dental Neenah
201 E Bell St Ste 101
Neenah, WI 54956
(920) 725-0670
General Dentistry

April E Tressler, DDS
Midwest Dental Neenah
201 E Bell St Ste 101
Neenah, WI 54956
(920) 725-0670
General Dentistry

Jeffrey A Rostas, DDS
Jeffry A Rostas DDS
58 Racine St
Menasha, WI 54952
(920) 725-8213
General Dentistry

Casey Floros, DDS
Floros Family Dental
355 N Peters Ave
Fond Du Lac, WI 54935
(920) 921-0440
General Dentistry

Rachel L Arts, DDS
Midwest Dental
5553 W Waterford Ln Ste B
Appleton, WI 54913
(920) 739-7165
General Dentistry

Melinda M Rosenberger, DDS
Midwest Dental
5553 W Waterford Ln Ste B
Appleton, WI 54913
(920) 739-7165
General Dentistry

Nikhila Alsakani, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Nikhil R Bhatt, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Janet K Clodfelter, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Brigitta De Czito, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

John C Ford, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Sayed A Ghazi, DMD
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Darrell Ginsberg, DMD
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Elizabeth Machi, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

James P Meyer, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Dale T Nixon, DMD
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Melinda M Rosenberger, DDS
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Robert Thi, DMD
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Tony V Tran, DMD
Midwest Dental Care
885 Western Ave Ste 300
Fond Du Lac, WI 54935
(920) 923-6766
General Dentistry

Andrew C De Wet, DDS
Mid-Valley Dental Group LLC
903 E Airport Rd
Menasha, WI 54952
(920) 729-6322
General Dentistry

Michael J Wockenfus, DDS
Mid-Valley Dental Group LLC
903 E Airport Rd
Menasha, WI 54952
(920) 729-6322
General Dentistry

Other important information

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Check with your individual provider if you wish to know the basis on which he or she is paid.

**CITY OF BERLIN
COMMON COUNCIL MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Discussion of the future of the Berlin Aquatic Center
MEETING DATE: September 9, 2025

BACKGROUND

Per the Council's direction, this item has been placed on the September Council agenda for further consideration.

At this time, no decision has been communicated to the City/made by the Friends of the Berlin Aquatic Center as to their intent regarding the future operations of the Berlin Aquatic Center. Per the group's Facebook page (screenshot enclosed) they will have a meeting on Monday, September 8 at the Berlin Public Library at 5:30PM.

Staff has worked with the City Attorney to have a Title Search for the pool property completed. Additionally, the City Engineer is looking at potential impacts of a potential sale/donation of the pool facility. In the event the pool is sold/donated, the lot lines would likely be redrawn to allow the City to maintain control of utility structures, and easements/right-of-way may need to be redrawn, added or abandoned.

Friends of the Berlin Aquatic Center Facebook Post

Screenshot 1 of 3

8:37  4G LTE  94

 Friends of the Berlin Aquatic Center 

 Aug 25 · 

On July 28th, the City Council held a special meeting to discuss options for the future of the Berlin Aquatic Center. One scenario presented was for the facility to be turned over to the Friends of the Berlin Aquatic Center (FBAC) nonprofit to operate.



While no decisions have been made by either the City or FBAC, this possibility makes it clear that reflection and restructuring are necessary if anything like this is ever to be a viable option. Right now, we simply do not have the manpower, experience, or resources to take on such a responsibility. We want to ensure that FBAC is prepared to make the best, most sustainable decision for our community.



With that in mind, FBAC will be holding elections for Board Members, Community Representatives, and Committee Members at our next meeting:

-  Monday, September 8th
-  5:30 PM
-  Berlin Public Library

This is an important opportunity for community members to step forward, get involved, and help shape the future of the Aquatic Center.

Screenshot 2 of 3

8:38  4G LTE  94

 Friends of the Berlin Aquatic Center 

Nominations may be submitted in advance by emailing: friendsofberlinaquatic@gmail.com



 Like  Comment  Share



18  14 shares



Most relevant ▾

 **Renee Chartier**
Darlene Marvin April Arendt Maki


1w Like Reply

Screenshot 3 of 3

8:38  4G LTE  94


 Friends of the Berlin Aquatic Center 

1w Like Reply

 **Oscar Frehley**


This is an opportunity for people to step up and do something and not just complain after the fact.

1w Like Reply 1

 **Madyson Main**


Are there specific positions you are hoping to fill? Or certain experience or expertise you are looking for?

1w Like Reply

 **Victoria A. Hill**

Madyson Main Open positions include President, Vice President, and 3 open member seats. Currently the roles of Secretary and Treasurer are filled.

1w Like Reply 1

 **Nate Colby**

I watched that. It was pretty clear that the city council wants to get the pool off it's books one way or another as their hold the line on taxes at any cost predecessors have painted them into a corner.

1w Like Reply

**CITY OF BERLIN
COMMON COUNCIL MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Tax Increment District #17 vacant lot development incentive program
MEETING DATE: September 9, 2025

BACKGROUND

Council requested that staff look into the possibility of creating an incentive program for development of single family and duplex homes within Tax Increment District 17.

To create this program, the City could draft a template Development Agreement that could be utilized/approved by the City to grant TID incentives to single family/duplex developers within TID 17. The attached draft document is staff's first attempt at such a document; it has not yet been reviewed by the City Attorney. The draft agreement attempts to formalize the Residential New Home Incentive Program spelled out below and previously discussed by Council.

City of Berlin TID 17 Residential New Home Incentive Program

Purpose: The purpose is to encourage residential development by providing financial incentives to developers and builders of residential housing within Tax Increment District 17 in the City of Berlin. The program is specifically designed to encourage single family and duplex construction projects, and therefore increase the tax base in an accelerated fashion, and increase the available high quality housing stock in the community. The incentive may be awarded to single family and duplex homes built after certification of TID 17 by the State of Wisconsin until the end of the program (five years prior to the closing of TID 17 per State Statute or cancelation of the program by the Common Council.)

Program Design: The City of Berlin would offer an incentive payment of up to 50% of the tax increment generated by a new home for three consecutive years following the completion of the build, but not more than 5 years from the issuance of a building permit (not to exceed the life of TID 17) of up to \$10,000 per housing unit (one housing unit/single family maximum incentive of \$10,000 or two housing units/duplex maximum incentive of \$20,000) for a new home constructed within TID 17. It applies to new residential construction only and not to additions, remodeling, or construction of accessory buildings. The incentive payment is based on the tax increment generated by the new home (difference between taxes collected/paid for the property prior to the build and taxes collected/paid following the build) for three consecutive years following issuance of an occupancy permit and not more than 5 years following issuance of the building permit. Maximum amount of the incentive payment is \$10,000 per residential unit or 50% of the increment generated for three years following the build, whichever is less. Increment generated by existing improvements are not eligible for incentive payment under the program. If the property has a special assessment against it, it must be paid prior to the payment of the incentive.

DEVELOPMENT AGREEMENT – TID 17 INCENTIVE PROGRAM
(Tax Incremental District No. 17)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, ____ between the **City of Berlin, Wisconsin**, a Wisconsin municipal corporation (the "City"), and _____ (the "Developer").

WHEREAS, the City has established Tax Incremental District No. 17 (the "District"), which includes the Property, and has adopted a project plan for the District (as may be amended, the "Project Plan") to finance certain project costs and development incentives within the District as permitted under Wis. Stats. Section 66.1105; and

WHEREAS, the Developer owns all of the land located within the District described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer will develop construction plans, site plans and other construction documents (collectively, the "Plans") for the construction of a single family or duplex residential project at the Property; and

WHEREAS, the Developer would not undertake the Project without the incentives and agreements of the City as set forth herein.

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. DEVELOPER OBLIGATIONS.

(a) Recordation of Development Agreement. The Developer shall record this Agreement executed by both the Developer and the City, to be recorded with the Register of Deeds for Green Lake County, Wisconsin.

(b) Construction of the Project. The Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Project on the Property. The Project to be constructed upon the Property and its uses shall be in conformity with the City approved Plans and in compliance with all applicable municipal ordinances of the City. Neither the establishment of the District nor this Agreement shall obligate the City to grant variances, exceptions, or conditional use permits.

2. CITY OBLIGATIONS.

(a) Payment of Certain Tax Increment Revenues Toward Cost of the Project.

Incentive Amount. Payment of up to 50% of the tax increment generated by the Project for three consecutive years following the completion of the build (issuance of occupancy permit), but not more than 5 years from the issuance of a building permit (not to exceed the life of TID 17 or the life of the TID 17 Incentive program) of up to a maximum incentive of \$10,000 per housing unit (one housing unit/single family maximum incentive of \$10,000 or two housing units/duplex maximum incentive of \$20,000) for a new home constructed within TID 17.

The incentive applies to new residential construction only and not to additions, remodeling, or construction of accessory buildings. The incentive payment is based on the tax increment generated by the Project (difference between taxes collected/paid for the property prior to the build (issuance of occupancy permit) and taxes collected/paid following the build).

Maximum amount of the incentive payment is \$10,000 per residential unit or 50% of the increment generated for three years following the build, whichever is less. Increment generated by existing improvements are not eligible for incentive payment under the program. If the property has a special assessment against it, it must be paid prior to the payment of the incentive.

Source of Payment. The Incentive Amount shall be payable solely from Available Tax Increment (the difference between taxes collected/paid for/by the property prior to the build (issuance of occupancy permit) and taxes collected/paid following the build) which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes, and appropriated by the Common Council to payment of the Incentive Amount. The Incentive Amount shall be payable in installments on or before March 31st of each year, following issuance of an occupancy permit, for up to three consecutive years, but not more than 5 years following the issuance of a building permit, and not after the close of the TID or end of the Incentive Program, based on Available Tax Increments generated in the immediately prior tax year on the subject project parcel. The City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that such increment will be sufficient to pay the maximum incentive, in whole or in part. All Tax Increment received by the City which are not appropriated to pay the Incentive Amount may be used by the City for any legally permitted purpose, in its sole discretion.

Payment Subject to Annual Appropriation. As stated above, the application of Available Tax Increments to payment of the Incentive Amount each year is subject to future annual appropriation by the Common Council. The City makes no representation or covenant, express or implied, that any non-zero Available Tax Increments will be generated and/or appropriated in any given year, nor does the City make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to the Developer. Any Tax Increment which is not appropriated and allocated toward the Available Tax Increments may be used by the City for any legally permitted purpose, in its sole discretion.

3. TERM.

(a) Term. Unless sooner terminated, the term of this Agreement shall commence on the date hereof and continue until all of the following have occurred: (i) final completion of the Project; and (ii) payment of the Incentive Amount due in accordance with this Agreement.

(b) Termination of Agreement. If the Developer does not acquire a building permit within 12 months of the signing of This Agreement, this Agreement shall terminate and be of no further force or effect.

4. MISCELLANEOUS PROVISIONS.

(a) Assignment. This Agreement shall not be assignable by the Developer without the prior written consent of the City.

(b) No Third-Party Beneficiaries: Relationship of the Parties. This Agreement is intended solely for the benefit of the Developer and the City, and no third party shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. The Developer and its contractors and subcontractors shall be solely responsible for the completion of the Project. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project.

(c) Conflicts of Interest. No member of the governing body or other officer of the City shall have any financial interest, direct or indirect, in this Agreement, the Property, or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

(d) Entire Agreement: Waiver: Amendment: Severability. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement.

(e) Interpretation. The City shall have sole authority to interpret the TID Project Plan and related TID Tax Increment as they relate to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated in the first paragraph of this Agreement.

THE CITY:
CITY OF BERLIN

By: _____

By: _____

DEVELOPER:

By: _____

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Description of Property

Lot _ of Certified Survey Map No. _____, recorded in the office of the Register of Deeds for Green Lake County, Wisconsin, on _____, etc, City of Berlin, Green Lake County, Wisconsin.

Property Address:

Tax Key Number:

DRAFT