

INTERGOVERNMENTAL COOPERATION AGREEMENT

AGREEMENT MADE this 1st day of July 2004, by and between the CITY OF MILWAUKEE, a municipal corporation (hereinafter referred to as "CITY") and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, a body corporate and agency of the State of Wisconsin (hereinafter referred to as "BOARD") for the STATE LABORATORY OF HYGIENE (hereinafter referred to as "SLH").

I.

RECITALS

A. The CITY has established and maintains a chemical and bacteriological laboratory in its Milwaukee Health Department (hereinafter referred to as "MHDL") under Section 2-109 of the Milwaukee Code of Ordinances.

B. The State of Wisconsin Department of Health and Family Services has designated the MHDL as a cooperative laboratory under Sec. 140.05(9), Stats.

C. The SLH is established and maintained under Sec. 36.25(11), Stats. and is attached to the University of Wisconsin-Madison, an institution of the BOARD.

D. Under Sec. 36.25(11)(d) and (f), Stats., SLH provides complete laboratory services to the Department of Health and Family Services in the area of public health, and may charge state agencies through contractual arrangements for actual services rendered.

E. The CITY and the BOARD are interested in entering into an intergovernmental cooperation agreement under Sec. 66.03, Stats., relative to laboratory services. This agreement is an intergovernmental cooperation agreement under Sec. 66.03, Stats., between the CITY and the BOARD for the purpose of providing assistance to the MHDL in conducting public health billing services.

II.

AGREEMENT ON BEHALF OF THE BOARD

A. SLH agrees to provide billing and collection services for fee-for service laboratory testing provided by MHDL through June 30, 2005 or until this agreement is renegotiated or terminated as provided for in section V.B. The SLH will not bill third party insurers, Medical Assistance or Medicare claims. The SLH will attempt collection of accounts due and deposit the receipts in an account maintained by the SLH.

B. Determining rates and effective dates for laboratory testing services shall be the responsibility of the CITY. The City agrees to inform SLH of pricing and other billing changes in writing 30 days in advance of their effective dates.

C. SLH agrees to bill recipients of services on a monthly basis, no later than sixty (60) days from the delivery of laboratory results to the recipient. MHDL agrees to provide billing charge data to SLH monthly within 10 days of the previous month's end.

D. SLH agrees to make a good faith effort to collect all amounts billed on a timely basis. This will include follow up with collection letters to accounts with amounts over 30 days past due, and with collection letters and a telephone call to accounts with amounts over 60 days and 90 days past due. A copy of these letters will also be sent to the designated contact person at MHDL. After making these attempts to collect past due amounts, SLH will refer any accounts with past due balances over 90 days to the designated contact person at MHDL for their review and possible intervention. Unless further instructions are received from MHDL within 10 business days of the referral of the account to MHDL, SLH will submit the referred account to the University's collection agent. All amounts received from said collection agent on MHDL accounts will be deposited and credited to the account of the MHDL. Any amounts retained by

the collection agent for collection services shall be deducted from the balance of amounts outstanding and reported as an expense on the Quarterly accounting specified in section II E.

E. SLH shall account for all collections on accounts receivable and all amounts withdrawn from revenues under the terms of this Agreement. SLH shall provide a monthly summary of all amounts billed and collections made to the designated contact person. SLH shall also provide monthly an aged accounts receivable report, and a cumulative accounting of all billings made, collections received, funds withdrawn, and payments made, to the CITY's Comptroller.

III.

AGREEMENT ON BEHALF OF THE CITY

A. MHDL will not shift public health testing performed by MHDL to SLH for fee exempt testing in volumes greater than existed during 2001, for the duration of this Agreement, unless mutually agreed to by both parties, or except in the case of a public health emergency as determined by the State Health Officer.

B. MHDL shall be responsible for all Medicare and Medical Assistance billing. MHDL will also be responsible for all Medicare compliance requirements, including but not limited to proper pricing and CPT coding of tests, and employee training as required by State and Federal Law.

C. MHDL shall designate a principal contact person for billing matters as required in II.D.

IV.

FINANCIAL PROVISIONS

A. SLH shall utilize revenues from billings to cover reimbursement for billing services provided by SLH under this Agreement. Charges shall include 5% of gross amounts billed. Said charges shall be itemized and separately identified in statements to be provided to the CITY by SLH on a Quarterly basis on or before the 30th day of the month following the end of each calendar Quarter. In addition to charges for billing, collection, and final accounting services set forth by Paragraph IV-A, herein above, the CITY shall reimburse SLH the following charges for software maintenance associated with the operation of the billing and collection systems covered by this contract. Such charges shall equal the amount of separately stated maintenance charges for the Milwaukee billing component, as billed to the SLH by the billing system software provider, Epic Systems, Inc.

B. The BOARD agrees to hold the CITY and MHDL, their officers, agents, and employees harmless from any and all claims, demands, causes of action, and judgements where the liability is founded upon or grows out of any errors or omissions of the BOARD, SLH, their officers, employees, and agents while acting within the scope of their employment where protection is afforded by Secs. 895.46(1) and 893.82, Stats.

C. The CITY agrees to indemnify and hold harmless the BOARD and SLH, and their officers, agents, and employees from any and all claims, demands, causes of action, and judgements where the liability is founded upon or grows out of any errors or omissions of the CITY, its officers, employees, and agents. Paragraph IV. B. notwithstanding, the MHDL further agrees to indemnify, defend and hold harmless the BOARD and SLH, and their officers, agents, and employees from any and all claims, suits, fines or penalties arising from SLH billings to or failure to bill Medicare or Medical Assistance programs.

D. The BOARD agrees to permit the CITY's Comptroller or his agent to audit the accounts of the BOARD and SLH under this Agreement for a period of up to three (3) years after termination of this Agreement.

E. Sixty (60) days after any termination of the billing and collection services provided by the SLH under this Agreement, the SLH shall submit to the CITY a final statement of outstanding amounts reimbursable to the SLH, the remaining revenues received from billings, and the outstanding billings not yet collected. SLH shall be reimbursed for all outstanding claims for reimbursement to which it is entitled under this Agreement. SLH shall remit to the CITY any remaining balance. The CITY shall assume complete responsibility for and cost of continuing collection of any outstanding billings.

F. The CITY, pursuant to Article IV. E. shall notify SLH within fifteen (15) days of receipt of the final statement of any dispute with the statement. If the CITY and SLH are not able to reach a mutually satisfactory resolution of the dispute within fifteen (15) days, SLH shall request the UW-Madison Internal Audit Department to review the statement and the items in dispute and to propose a resolution. The CITY and SLH agree to implement the resolution proposed by UW-Madison Internal Audit.

G. From revenues collected by the CITY pursuant to Article IV.E., the CITY shall reimburse SLH for any unreimbursed costs included in the final statement and not subsequently reimbursed. The CITY shall provide monthly statements and reimbursement to the SLH until such time as all unreimbursed costs have been reimbursed. The MHDL shall account quarterly to the SLH on the status of revenues in the specially designated account established by the CITY to collect Accounts Receivable under this Agreement.

H. If SLH receives payment on billings after the date of the final statement, SLH may retain part or all of the payments as reimbursement for unreimbursed costs included in the final statement and not subsequently reimbursed. Any amounts in excess of the unreimbursed costs shall be remitted to the CITY. SLH shall provide monthly statements and reimbursement to the CITY until such time as all amounts in excess of the unreimbursed costs have been reimbursed.

V.

DURATION AND TERMINATION

A. SLH shall provide billing and collection for MHDL laboratory services until this agreement is renegotiated or terminated. Upon termination, at the end of the following sixty (60) day period, SLH shall provide the final statement under Article IV. E. The provisions of Article IV. shall be in force and effect until the parties have discharged their obligation under Article IV. G. and H.

B. The obligation to provide billing and collection services may be terminated by either party upon thirty (30) days' advance written notice to the other party. Upon that notice, SLH shall have sixty (60) days within which to submit a final statement pursuant to Article IV. E. The provisions of Article IV. shall be in force and effect until the parties have discharged their obligations under Article IV. F., G., and H.

VI.

DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex, or national origin; and affirmative action will be

taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There will be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex, or national origin.

B. No person in the United States shall, on the ground of race, color, sex orientation, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The BOARD and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

C. The BOARD shall cause the foregoing provision to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial suppliers or raw materials.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on the day and year first above written.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM

BY: _____
Research and Sponsored Programs

FOR CITY OF MILWAUKEE

BY: _____