

**ADDENDUM TO MEDICAL SERVICES AGREEMENT
BETWEEN MILWAUKEE COUNTY,
DIVISION OF COUNTY HEALTH PROGRAMS,
EMERGENCY MEDICAL SERVICES AND
THE CITY OF MILWAUKEE**

THIS AGREEMENT is **AN ADDENDUM** to the **MEDICAL SERVICES AGREEMENT** entered into effective as of the 1st day of January, 2007, by and between the **CITY OF MILWAUKEE** . (hereinafter referred to as "City"), and **MILWAUKEE COUNTY** (hereinafter referred to as the "County"), on behalf of Milwaukee County's Division of County Health Programs, Emergency Medical Services.

RECITALS

WHEREAS, the City provides advanced level life support (ALS) medical services

WHEREAS, the City has the intent to have the County bill patients for the ALS services provided by the City

WHEREAS, County acting on behalf of the City will enter into an agreement to contract with CPR Inc. to bill for ALS services provided by the City

NOW THEREFORE,

1. **PROVISION OF BILLING SERVICES**

1.1 **Statement of Purpose, Relationship, Definition of Agreement.** The parties enter into this Contract Addendum for the primary purpose of having the County enter into a limited period contract with CPR Inc. to bill patient's and or the patient's insurance carriers on behalf of the City for ALS services provided. The City agrees to be responsible for all fees associated with the billing of such services which are incorporated herein by reference and made a part of this contract.

It is intended that this Agreement that the County will enter into a ninety (90) day contract with CPR Inc. to provide the billing services. The contract with CPR Inc. will be on a month-to-month basis.

1.2 **Responsibilities of City**

1.2.1 **Billing for services:** The City agrees to allow the County to contract with CPR Inc. and bill for services rendered by the City's advanced level life

support vehicles for 2007 dates of service provided during the ninety (90) day period beginning January 1, 2007 and ending March 31, 2007.

1.2.2 Costs. The City agrees to be responsible for all costs related to the billing services rendered by CPR Inc. through its contract with the County. These fees include but may not be limited to; monthly costs for billing services and costs for services provided by CPR Inc.'s collection agency.

1.2.3 Patient care records: The City agrees to provide the County with patient care records and other information required by CPR Inc. to initiate a bill for services.

1.3 Responsibilities of County.

1.3.1 HIPAA requirements: County shall agree abide by HIPAA requirements regarding all protected health information (PHI).

1.3.2 Processing of data: County will provide CPR Inc. with all available PHI and other data that is provided by the City. County will make this data available in the usual and customary manner as has been done in past agreements between the County and the City.

1.3.3 Costs. The County shall decrease monthly payments made to the City as outlined in the 2007 contract with the City by the amount of the monthly fees charged by CPR Inc. for services rendered by CPR Inc. in regards to billing and collections of billable ALS services provided by the City.

1. TERM, RENEWAL AND TERMINATION

It is the intention of both parties that this Addendum be effective for 2007 dates of service provided from January 1, 2007 through March 31, 2007. This agreement is on a month-to-month basis and may be terminated by the City with a thirty (30) day notice.

2. GENERAL PROVISIONS.

2.1 Article and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

- 2.2 Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee County.
- 2.3 Agreement Subject to Law. If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of the Agreement. In lieu of such illegal, invalid or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.
- 2.4 Grievances. City and County agree to cooperate in and abide by administrative policies and procedures in resolving grievances related to the provision of advanced life support services as outlined in this Agreement. County will bring to the attention of appropriate City officials all complaints involving City in accordance with its regular procedures, investigate such complaints and use all reasonable efforts to resolve them in a fair and equitable manner. City agrees to notify the County promptly of any action taken or proposed with respect to the resolution of such complaints and the avoidance of similar complaints in the future and to cooperate fully in any review or investigation of a complaint. The City shall notify the County after it has received a complaint from a Qualified Recipient. Disputes between the County and the City regarding responsibility for payment will be resolved within thirty (30) calendar days of receipt of claim.
- 2.5 Assignment. No assignment of this Agreement shall be valid without the specific written consent of the parties.
- 2.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.
- 2.7 Authorization. The undersigned represent that they are duly authorized to execute this Agreement on behalf of their representative parties.
- 2.8 Amendments. This Agreement may be amended at any time by mutual consent of the parties provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties hereto.
- 2.9 Notices. Any notice which by the terms of this Agreement may be given to any party, shall be in writing and shall be sent by United States mail addressed as follows:

To County:
John Chianelli, Director
County Health Programs, (CHP)
1220 W. Vliet
Milwaukee, WI 53205

To City
William Wentlandt Chief
City of Milwaukee Fire Department
711 W. Wells
Milwaukee, WI. 53205

A party's address may be changed at any time by notice given to the others as provided in this paragraph.

IN WITNESS WHEREOF, the foregoing Agreement between the City and Milwaukee County's Division of County Health Programs, is entered into by and between the undersigned parties to be effective the first day of January, 2007.

City of Milwaukee

Department Health and Human Services

By: _____

Title: _____

John Chianelli, Director CHP

Date: _____

Date: _____

Kenneth J. Sternig EMS Program Director

Date: _____