

MEMO

To: Brian Running, City Attorney

From: Acting Chief Steve Howard

Date: May 5, 2014

Subject: **PROPOSED CONTRACT WITH COMMUNITY CARE, INC.**

Dear Brian:

Thank you for taking the time to meet with me last week to briefly discuss a proposed contract between Community Care, Inc. and the City of Waukesha.

As we discussed, the City of Waukesha Fire Department is a health care provider and has established a fee structure for providing emergency medical services in the community. The billing for these services is overseen by the city's Finance Department with assistance from the Fire Department. Initially, billing services were provided by the Finance Department; however, due to the complexity of medical billing and demand on staff time, billing services have been provided by a third party under contract for approximately 20 years. Currently, the City of Waukesha has contracted with Andres Billing Services for all of our EMS billing. Andres also provides us with data and recommendations regarding billing rates and billing policies. Our contact person at Andres Billing Services is Michael Walsh, (847) 577-8811, Ext. 234.

Several years ago, we received a recommendation from Andres Billing that we enter into an agreement with Community Care, Inc. It is my understanding that Community Care, Inc. provides a version of health insurance services to Medicare/Medicaid patients. When the information was reviewed by your predecessor, it was recommended that we not enter into a contract; however, the Department was unclear as to the reason why. Recently, we again received a recommendation from Andres Billing to enter into an agreement (*please see the attached abbreviated contract*). Andres Billing has calculated that the city has been unable to collect approximately \$18,000 worth of claims. By entering into an agreement, the Department would be able to collect all eligible compensation for future claims and possibly be able to collect some of the outstanding bills.

I have discussed this matter with City Administrator Ed Henschel and we are requesting that you revisit this matter. Based on the information the Department has gathered, along with conversations with Andres Billing and other area Fire Departments, I do not see a logical reason why we would not enter into an agreement.

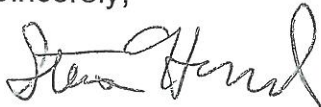
PROPOSED CONTRACT WITH COMMUNITY CARE, INC.

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Thank you for looking into this matter and feel free to contact me at 524-3649 if I can be of further assistance.

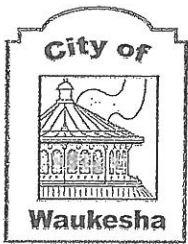
Sincerely,

A handwritten signature in black ink, appearing to read "Steve Howard", with a stylized, cursive script.

Steve Howard, Acting Chief

attachment

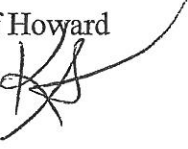
cc: City Administrator Ed Henschel
Rich Abbott – Finance Department



Waukesha Fire Department

Memo



To: Acting Chief Howard
From: Kathy Stefanc 
Date: 4/10/2014
Re: Request for Legal Opinion

In May 2012, we received an email from Community Care, Inc. (a managed care organization providing health insurance services to Medicare/Medicaid patients) requesting that we become a "participating provider". As we typically handle these requests, I forwarded all of the documentation to Andres Medical Billing to review and to assist in the decision as to whether or not it would be beneficial to participate. Ultimately, I received a recommendation that, although they typically do not suggest signing contracts with insurance companies, we should sign an agreement in this situation. We forwarded this information and recommendation to City Attorney Curt Meitz for review and opinion, and in July 2012, we were advised to NOT enter into this agreement with Community Care, Inc.

We have since received additional information from our billing company that Community Care, Inc. has submitted notification that they will no longer be paying claims to us due to the fact that we have not entered into an "agreement". According to our billing company, there is approximately \$18,000 worth of claims (from mid 2013 through present) that have been denied by Community Care, Inc. Signing this agreement would not assure us of 100% collection of these outstanding claims, but portions of the claims would be resolved and paid. In addition, moving forward, we would be able to collect a portion of any future claims submitted to Community Care, Inc.

Since receiving the original request from Community Care, Inc., I have learned that other comparable municipalities/fire departments (City of Brookfield, City of Pewaukee, City of Oconomowoc to name a few) have signed this agreement and are collecting as participating providers. Due to the fact that this has a direct financial impact on proposed revenue, I am requesting another review of this information. I have attached copies of pertinent documentation related to this matter.

If you have any questions, please feel free to contact me.

**ABBREVIATED CONTRACT
BETWEEN
COMMUNITY CARE, INC.
AND
CITY OF WAUKESHA**

Community Care, Inc. ("CC") is a private, non-profit corporation providing health and social services to the frail elderly who are Medicare and Medicaid eligible and who have enrolled in the Community Care program of all-inclusive care. City of Waukesha ("Provider"), Medicare and Medicaid certified and duly licensed by the State of Wisconsin where applicable.

Provider agrees to provide the following services, according to the directives of the Community Care Inter-disciplinary Team, effective the 1st day of May, 2012.

Facility Name/Address	Description of Services	Rates
City of Waukesha 130 West Saint Paul Avenue Waukesha, Wisconsin 53188 Phone: (262) 524-3651 Fax: (262) 524-3670	Emergency Services including ambulance response, transport and emergency treatment	100% of allowable Medicare Fee Schedule

Provider shall submit any claim for the above service (s) to CC within 90 days of the date of service, addressed to the following:

**Community Care, Inc.
c/o Claims Department
P.O. Box 341997
Milwaukee, WI 53234
Fax: (414) 385-6615**

Provider shall submit claim on a form or in a format approved by CC, and shall seek and accept payment only from CC for such services rendered. All claims shall be considered final, unless adjustment is requested in writing by the Provider and approved by CC within 45 days after receipt of the payment by CC. Any services or supplies used by a CC participant which could be billed separately to Medicaid or Medicare under the Provider's Medicaid agreement can be billed to CC.

In the event that Community Care makes only partial payment or denies payment of a Clean Claim, Provider may appeal the decision by sending a letter marked "Appeal Request" to the Claims Department at Community Care. Such letter shall contain the following information: provider's name, date of service, date of billing, date of partial payment or payment denial, and the reason(s) the claim merits reconsideration. The appeal must be submitted to Community Care within sixty (60) calendar days of the date of partial payment or denial. Community Care will reject appeals submitted after the sixty calendar (60) day limit. CC agrees to reimburse Provider for authorized services within 30 days of receipt of a clean claim.

Provider or Community Care may terminate this Contract, without cause by giving a ninety (90) calendar day written notice to the other party.

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Signature

Steven Howard

Print Name

Assistant Chief

Title

Date

City of Waukesha

130 West Saint Paul Avenue

Waukesha, Wisconsin 53188

Tel Number: (262) 524-3651

Fax Number: (262) 524-3670

Email: showard@ci.waukesha.wi.us

Website: www.ci.waukesha.wi.us

Tax ID # or SSN:

39 600 5642

Medicaid Number:

413 505 00

Medicare Number:

000085549

NPI Number:

1891745840

Signature

Matthew S. Moen

Print Name

Director of Provider Management

Title

Date

Community Care, Inc.

1801 Dolphin Drive

Waukesha, WI 53186

Tel Number: (866) 937-2783

Fax Number: (262) 446-6707

Email: ContractInquiries@communitycareinc.org

Website: www.communitycareinc.org

Authorizing Administrator:

Care Manager: