

# Services Agreement



This Memorandum of Understanding (“SERVICES AGREEMENT”) is entered into between West Allis Fire Department (WAFD) and Premier Care of Wisconsin, LLC dba Community Medical Services

WHEREAS, persons suffering from addictive disorders may need more than medical treatment and may struggle to connect with resources that promote stabilization and recovery after seen by first responders; and

WHEREAS, frequent first responder calls by persons experiencing addiction related issues provides multiple opportunities to improve outcomes for persons with addiction; and

WHEREAS, CMS and WAFD desire to better address the epidemic of addiction by offering support to persons with addictive disorders, and their families, with a peer approach starting with the first responder team and continuing into the greater community; and

WHEREAS, CMS would like to enter into an agreement with WAFD to enhance existing medical services with peer support by dispatching a trained peer support specialist to the first responder calls to assist patients and families struggling with addictions; and

WHEREAS, a trained peer support specialist is experienced in dealing with addiction-related issues and can serve as an advocate for patients and their families in such situations by sharing their lived experience, assisting with removing barriers to recovery, and acting as a guide and mentor to patients and their families;

WHEREAS, CMS and WAFD would like to set forth its agreement in writing.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, CMS and WAFD agree as follows:

## 1. Scope of Service.

- a. At the request of the WAFD, contractor will dispatch a peer support specialist to meet with a patient and/or family to access recovery needs and assist with connecting them with available services/resources. The peer support specialist will be trained and employed as stated above by the contractor. peer support specialist will be available daily Monday – Friday, between the hours 8:00am and 5:00pm, unless other arrangements are agreed upon in advance.
- b. CMS will be responsible for training, employing, supervising, and dispatching peer support specialist. Upon dispatch, the peer support specialist will check in with WAFD to collect information prior to meeting with the patient and/or family.
- c. CMS peer support specialists will debrief with WAFD staff and convey options they have discussed and resources they have offered. Patients may opt in for enhancing telephone support post meeting, and contractor will conduct telephonic support if the patient opts in and freely gives peer support specialist their contact information.
- d. CMS shall adhere to deliverable timelines, both internally and externally.
- e. CMS peer support specialists shall work in a variety of settings (jails, drug courts, residential facilities, medical offices, etc.) providing support, guidance, and education for individuals seeking or in active recovery.
- f. CMS peer support specialists shall maintain constant professional standards by observing guidelines established within the CMS Code of Ethics.
- g. If individual is a CMS current client, or becomes a CMS client at any time, a release of information (ROI) must be signed by client in order for Peer or any CMS team member to coordinate care.

## 2. Compensation.

CMS will invoice for peer support services set forth in this agreement based on the following:

- i. **Hourly Billed Rate for Peer Support:** 53.75 per hour  
*Explanation of rate: \$43.00 per hour + 25% Fringe (\$10.75 per hour)*

- ii. **Total hours per week:** 16 hours are expected but may increase or decrease by the request of WAFD
- iii. **Total Services Agreement not to exceed:** \$44,720.00 annually (fiscal year start is October 1)
- iv. **CMS will submit monthly invoices to:**  
(Please check one)
  - (Preferred) West Allis Fire Dept (Email):
  - (Secondary) West Allis Fire Department, 7332 W National Ave, West Allis, WI 53214.
- v. **WFD will remit payment no less than 30 days from invoice receipt to:**  
(Please check one)
  - (Preferred)
    - Payment: Bank ACH: (See EFT Form for Details)
    - Remittance Advice: [CMSAccountsReceivable@CMSgiveshope.com](mailto:CMSAccountsReceivable@CMSgiveshope.com)
  - (Secondary): Community Medical Services  
c/o Premier Care Wisconsin  
8444 N. 90<sup>th</sup> Street Suite 100  
Scottsdale, AZ 85258

### 3. Term.

- a. This SERVICES AGREEMENT is effective as of the date of execution by both parties (the “Effective Date”) and shall continue until 9/31/2024 – with renewal available from 10/1/2024 to 9/31/2025
- b. Either party may terminate this SERVICES AGREEMENT by providing written notice of termination at least 60 days’ prior to the effective date of termination.

### 4. Relationship of Parties.

- a. This SERVICES AGREEMENT shall not be construed to create any agency, partnership, joint venture, or employment relationship between West Allis Fire Department and CMS.
- b. Each of the party’s obligations under this SERVICES AGREEMENT are nonexclusive and shall not be construed as limiting either party’s ability to arrange for similar or identical peer support services from other providers.

**5. Indemnification.** Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney’s fees which may in any manner result from or arise out of this SERVICES AGREEMENT.

**6. Confidentiality.** The parties acknowledge that West Allis Fire Department and CMS are fully bound by the provisions of State and Federal regulations governing confidentiality of patient health information; specifically the federal Confidentiality Law for Substance Use Disorder Patient Records, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act of 1996, as amended, 45 C.F.R. Parts 160 & 164, applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH”). These confidentiality obligations shall continue upon termination of this SERVICES AGREEMENT.

**7. Governing Law.** This Services Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin and shall further be subject to all applicable federal laws, rules and regulations.

**“CMS”**

Community Medical Services

By: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**“WAFD”**

West Allis Fire Department

By: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**Key Contacts**

**CMS**

**WAFD**

Operations – Day to Day

\_\_\_\_\_  
(Name – Print)

\_\_\_\_\_  
(Email/ Phone)

\_\_\_\_\_  
(Name – Print)

\_\_\_\_\_  
(Email/ Phone)

Billing – Accounts Receivable/ Accounts Payable

\_\_\_\_\_  
(Name – Print)

\_\_\_\_\_  
(Email/ Phone)

\_\_\_\_\_  
(Name – Print)

\_\_\_\_\_  
(Email/ Phone)

General Agreement Questions

\_\_\_\_\_  
(Name – Print)

\_\_\_\_\_  
(Email/ Phone)

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(Name – Print)

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(Email/ Phone)