

RESOLUTION NO. 2016-13

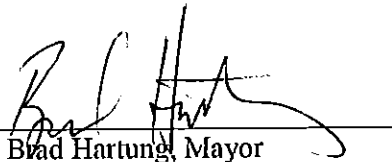
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH THE ERIE COUNTY BOARD OF COMMISSIONERS FOR THE BILLING AND RECEIPT OF MEDICAID PAYMENTS FOR AMBULANCE SERVICES TO AND FROM THE ERIE COUNTY CARE FACILITY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into and execute a contract with the Erie County Board of Commissioners, Erie County, Ohio on behalf of the Erie County Care Facility for the billing and receipt of Medicaid payments for ambulance services to and from the Erie County Care Facility, which agreement shall be substantially in the form of "Exhibit A" attached hereto and made a part hereof for the period of five years, commencing upon execution by all Parties.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3. This Resolution shall be in full force and effect from and immediately after its adoption.


Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: FEB 23 2016

EMERGENCY AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement is dated upon execution by all Parties between the Erie County Board of Commissioners on behalf of The Meadows at Osborne Park ("Meadows"), and the City of Huron Fire Department ("HFD").

BACKGROUND

The Meadows is licensed to operate its program in the State of Ohio and is certified to participate in the Medicare and Medicaid programs. The HFD is authorized to provide emergency transportation and ambulance services ("Services") in the State of Ohio and meets the requirements to participate in the Medicare and Medicaid programs. The Meadows wishes to contract with HFD to provide Services to Meadows patients in accordance with applicable state and federal law. HFD agrees to provide Services to Meadows patients in accordance with the terms and conditions of this agreement. The Parties agree as follows:

1. HFD'S OBLIGATIONS.

- 1.1 Respond to calls for Services within a reasonable time for the Meadows patient. HFD must be available 24 hours a day, seven days a week to provide Services on an as-needed basis.
- 1.2 Provide the Meadows, on a timely basis, with documentation of all care and Services provided to Meadows patients, with such documentation to be placed in the Meadows clinical record. HFD must prepare and maintain accurate and complete reports and other documentation in accordance with state and federal laws. Such records will be the property of HFD who shall provide copies to Meadows at Its request.
- 1.3 Be reasonably informed of all current Medicare, Medicaid, similar government programs, and other third-party coverage requirements for Services provided pursuant to this agreement.
- 1.4 Adhere to infection control guidelines in accordance with Centers for Disease Control guidelines and as set forth under applicable federal and state law.
- 1.5 Hold and maintain current licenses, certificates and permits as required by law for the provision of Services pursuant to this agreement, and provide the Meadows with proof of same, upon request.
- 1.6 Furnish Services in a safe and effective manner through certified personnel. HFD will ensure that its vehicles are staffed by state-certified emergency medical technicians and/or state-certified paramedics, as regulated by the state in which HFD is located. HFD's certified personnel must be available to provide emergency ambulance service at all times and must perform their duties in accordance with applicable federal, state and local laws governing the delivery of emergency transportation services.
- 1.7 Honor appropriately executed advance directives of Meadows patients. HFD agrees to comply with the do-not-resuscitate (DNR) requirements for out-of-hospital emergency medical system response in the state in which HFD is located. HFD will honor DNR directives if an original, properly executed document is presented at the time of Services.

- 1.8 Immediately report to the Meadows administrator all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property.

2. MEADOWS' OBLIGATIONS

- 2.1 Accept individuals for treatment in compliance with Meadows admission policies and with all state, federal and accrediting regulations. The Meadows will assess an individual's needs for care and services upon admission and on an ongoing basis. The Meadows will have authority to discharge Meadows patients. Meadows will be responsible for identifying the need for a change in the level of an individual's care, for approving transfers based on established criteria, and for identifying a need for additional services.
- 2.2 Retain professional management responsibility for the admission, initial and ongoing assessments, and discharge of Meadows patients and their caregivers. The Meadows will retain responsibility for professional management of all services provided to Meadows patients and will remain in charge of care plan oversight. The Meadows will provide 24 hour availability of nursing and physician staff for consultation and emergencies.
- 2.3 Provide HFD with a copy of its applicable policies and procedures upon execution of this agreement. The Meadows reserves the right to alter or amend such policies and procedures from time to time, at its discretion, and will notify HFD of any such changes. The Meadows will provide HFD with training and orientation to its policies and procedures.
- 2.4 Maintain a complete and timely clinical record on each Meadows patient relating to all services rendered. All records of service and treatment are part of the Meadows record. The Meadows will maintain possession of all original paperwork generated by the Meadows under this agreement.

3. **RELATIONSHIP OF THE PARTIES.** This agreement does not create a partnership or joint venture between HFD and the Meadows or any form of relationship between the parties other than that of independent entities contracting for the provision of services to Meadows patients. This agreement does not grant any exclusive rights to either party or impose any exclusive obligations on either party. This agreement does not restrict either party from entering into any other agreements with other persons or entities for the provision of the same or similar services as are the subject of this agreement.

4. REPRESENTATIONS; COMPLIANCE

- 4.1 HFD warrants that neither it nor its owners, direct or indirect, have been excluded from participation in any Medicare or Medicaid program.

5. PAYMENT FOR SERVICES

- 5.1 The Meadows agrees to pay HFD for all services rendered under this agreement according to those rates established in the Ohio Administrative Code Chapter 5160-15-28 Appendix DD as set forth in Exhibit A, herein attached and incorporated by reference to this agreement. The parties agree that the rates identified in Exhibit A are subject to change and that the parties will comply with the Medicaid rates in effect at the time of the date of service. HFD will bill the Meadows monthly by providing an individual invoice for each Meadows patient. Each invoice must

include an itemized description of all Services rendered. Invoices must be submitted within 15 days following the end of the month in which Services were provided.

- 5.2 HFD agrees to accept payment of the fees set forth in this agreement as payment in full for Services provided under this agreement. HFD will not bill or try to collect from Meadows patients directly with respect to any Services rendered pursuant to this agreement. The Meadows will remit payment in full within 45 days of the invoice date.
- 5.3 The parties acknowledge that the compensation for Services provided in accordance with this agreement has been set in advance, is consistent with fair market value for HFD's Services, and does not take into account the volume or value of any referrals.
- 6. **INSURANCE.** The Meadows and HFD must each maintain liability insurance. Each party's liability insurance or self-insurance coverage must have limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate throughout the term of this agreement. Upon request, the parties will provide one another with proof that the insurance coverage required by this agreement is in place. The parties will notify one another if there is any change or termination of coverage 30 days prior to the date of such occurrence.

7. TERM AND TERMINATION

- 7.1 The initial term of this agreement is three years, commencing upon the execution by the parties. In the event that either party wishes to amend the terms of this agreement within the initial period, said amendments shall only be effective upon written acceptance by both parties.
- 7.2 Either party may terminate this agreement without cause upon 30 days prior written notice.
- 7.3 This agreement may be terminated by the Meadows immediately upon:
 - 7.3.1 HFD's failure to comply with any material obligation under this agreement and such failure continues uncured for 10 calendar days after delivery of written notice describing such failure;
 - 7.3.2 The revocation or suspension of HFD's license or certification to provide services; or,
 - 7.3.3 HFD's exclusion or suspension from any health benefit program funded in whole or in part by the United States government (excluding the Federal Employee Health Benefit Program).

8. RECORDS RETENTION; CONFIDENTIALITY

- 8.1 In the event that the cost of Services provided under this agreement equals \$10,000.00 over a twelve-month period, HFD, until the expiration of four years after the furnishing of such Services, will make available upon written request by the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this agreement and books, documents, and records of HFD that are necessary to certify the nature and extent of the costs incurred. HFD, if it carries out any duties of this agreement through a subcontract, will require the same of its subcontractor and include such requirement in its written agreement with its subcontractor.

- 8.2 HFD will maintain and preserve the confidentiality of Hospice's confidential and proprietary information, including, but not limited to, any policies and procedures and the terms of this agreement.

9. MISCELLANEOUS

- 9.1 This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings. The agreement may be modified or amended only in a writing signed by the parties.
- 9.2 This agreement will not be assignable in whole or in part by either party without prior written consent by the other party. If HFD is permitted by the Meadows to assign or subcontract any responsibility or responsibilities under this agreement, HFD will require the permitted assignee or subcontractor to agree to the applicable provisions of the agreement.
- 9.3 The Meadows will operate in accordance with the Civil Rights Act of 1964 and in accordance with other federal, state, and local rules and regulations as may be applicable in the delivery of the Meadows services. The Meadows and HFD will respect Meadows patient rights in providing care and services. No person will be denied the services of Meadows or HFD based on protected status under Federal or State laws.
- 9.4 This agreement and any claims or disputes relating to it will be governed by the laws of the State of Ohio.
- 9.5 Each provision of this agreement will be deemed independent and terminable. The exclusion of any provision of this agreement found to be invalid or illegal will not affect enforcement of the remaining provisions of the agreement.
- 9.6 Any notices required under this agreement must be in writing and will be deemed to have been given if: (1) sent by certified or registered mail, return receipt requested, with adequate postage; (2) sent by means of an express delivery service if it obtains a receipt to confirm delivery; or (3) by facsimile if such facsimile transmission permits confirmation to the addresses or facsimile numbers set forth below:

If to HFD: City of Huron
Huron Fire Department
Attn: Fire Chief
417 Main St.
Huron OH 44839
(419) 433-4318 facsimile

If to the Erie County Board of Commissioners:

Board of County Commissioners of Erie County, Ohio
Attn: Board Clerk
2900 Columbus Ave.
Sandusky OH 44870
(419) 627-7692 facsimile

If to Meadows: The Meadows at Osborne Park

3916 E. Perkins
Sandusky OH 44870
Attn: Administrator
Huron OH 44839
(419) 627-1614 facsimile

SIGNATURE PAGE

By signing below, the Parties agree to the terms of this Contract:

Board of Erie County Commissioners

Approved as to Content

Thomas M. Ferrell, Jr.
President

Lori Opfer
Administrator Meadows

William Monaghan

Approved as to Form:

Patrick J. Shenigo

Kevin J. Baxter
Erie County Prosecutor
By: Jason Himmers, A.P.A.

CITY OF HURON

Andrew D. White, City Manager

Laura E. Alkire, Law Director

Erie County Auditor's Certificate

EXHIBIT A
MEDICAID BILLING RATES

Appendix to rule 5160-15-28

Appendix

5160-15-28

Note: This information is not intended to be a comprehensive representation of all policies, claim-submission procedures, or other requirements. Please refer to Chapter 5160-15 of the Ohio Administrative Code.

EFFECTIVE AS OF 01/01/2016

HCPCS CODE	DESCRIPTION	MEDICAID MAXIMUM PAYMENT	LATEST CHANGE IN PAYMENT	POINT-OF-TRANSPORT MODIFIERS REPRESENTING COMBINATIONS OF TRIP ORIGIN AND DESTINATION THAT DO NOT REQUIRE MANUAL REVIEW												INFORMATION MODIFIERS
Ground Ambulance Services																
A0424	Attendant, ambulance	\$9.01	01/01/2010	DD	DE	DG	DH	DJ	DN	DP	DR	DI	U4	DI	U7	U6 UA, UB
				ED		EG	EH	EJ		EP	ER					
A0426	Advanced life support, level 1, non-emergency	\$85.87	01/01/2010	GD	GE		GH		GN	GP	GR	GI	U4	GI	U7	
				HD	HE	HG	HH	HJ	HN	HP	HR	HI	U4	HI	U7	
A0428	Basic life support, non-emergency	\$82.14	01/01/2010	JD	JE		JH		JN	JP	JR	JI	U4	JI	U7	
				ND		NG	NH	NJ		NP	NR					
				PD	PE	PG	PH	PJ	PN	PP	PR	PI	U4	PI	U7	
				RD	RE	RG	RH	RJ	RN	RP						
				U4	ID	U4	IG	U4	IH	U4	IP					
				U7	ID	U7	IG	U7	IH	U7	IP					
A0427	Advanced life support, level 1, emergency	\$165.55	01/01/2010				DH									U6
							EH									
							GH									
A0429	Basic life support, emergency	\$85.87	01/01/2010				HH									
							IH									
							JH									
							NH									
A0433	Advanced life support, level 2	\$165.55	01/01/2010				PH									
							RH									
							SH									
							U4	IH								
							U7	IH								
A0434	Specialty care transport	\$165.55	01/01/2010	[All combinations require manual review. By definition, the only possible combinations are HH, HI, HN, IH, IN, NH, NI, and NN.]												U6
A0425	Mileage, ground ambulance	\$1.47 per mile	01/01/2010	DD	DE	DG	DH	DJ	DN	DP	DR	DI	U4	DI	U7	U6 UA, UB
				ED		EG	EH	EJ		EP	ER					
				GD	GE		GH		GN	GP	GR	GI	U4	GI	U7	
				HD	HE	HG	HH	HJ	HN	HP	HR	HI	U4	HI	U7	
							IH									
				JD	JE		JH		JN	JP	JR	JI	U4	JI	U7	
				ND		NG	NH	NJ		NP	NR					
				PD	PE	PG	PH	PJ	PN	PP	PR	PI	U4	PI	U7	
				RD	RE	RG	RH	RJ	RN	RP						
							SH									
				U4	ID	U4	IG	U4	IH	U4	IP					
				U7	ID	U7	IG	U7	IH	U7	IP					

HCPCS CODE	DESCRIPTION	MEDICAID MAXIMUM PAYMENT	LATEST CHANGE IN PAYMENT	POINT-OF-TRANSPORT MODIFIERS REPRESENTING COMBINATIONS OF TRIP ORIGIN AND DESTINATION THAT DO NOT REQUIRE MANUAL REVIEW				INFORMATION MODIFIERS						
Air Ambulance Services														
A0430	Transport by fixed-wing ambulance	\$1,502.05	01/01/2010	II				U6						
A0435	Mileage, fixed-wing ambulance	\$1.66 per statute mile	01/01/2010											
A0431	Transport by rotary-wing ambulance	\$1,746.40	01/01/2010	DI DH EI EH GI GH HI HH II IH JI JH NI NH PI PH RI RH SI SH U8 IH				U6 UA, UB						
A0436	Mileage, rotary-wing ambulance	\$1.48 per statute mile	01/01/2010											
Wheelchair Van Services														
A0130	Transport by wheelchair-accessible vehicle	\$24.77	01/01/2016	DD ED GD HD	DE GE HE	DG EG HG	DH EH GH HH	DJ EJ HJ	DR ER GR HR	DP EP GP HP	DN GN HN	DI U4 GI U4 HI U4	DI U4 GI U4 HI U4	U3 U6 UA, UB
S0209	Mileage, wheelchair-accessible vehicle	\$0.70 per mile	01/01/2010	JD ND PD RD	JE PE RE	NG PG RG	JH NH PH RH	NJ PJ RJ	JR NR PR	JP NP PP RP	JN PN RN	JI U4 PI U4	JI U4 PI U4	
T2001	Attendant, wheelchair-accessible vehicle	\$9.01	01/01/2010	U4 ID U7 ID	U4 IG U7 IG	U4 IG U7 IG	IH IH IH	U4 IJ U7 IJ	U4 IP U7 IP					

Point-of-Transport Modifiers

D is a diagnostic or therapeutic site other than a practitioner's office or a hospital, such as an alcohol and drug rehabilitation center, an ambulatory surgery center, an independent diagnostic testing facility, or a medical equipment supplier.

E is a residential, domiciliary, or custodial facility that is not a skilled nursing facility (e.g., an intermediate care facility for individuals with intellectual disabilities).

G is a dialysis facility located in a hospital.

H is a hospital.

I is a site of transfer between modes of transport, such as an airstrip or a helipad.

J is a dialysis facility not located in a hospital.

N is a skilled nursing facility (SNF).

P is a practitioner's office, which includes but is not limited to the office of an individual health professional or a group of health professionals (e.g., advanced practice registered nurses, chiropractors, dentists, occupational therapists, ophthalmologists, optometrists, opticians, podiatrists, physical therapists, physicians, physician assistants, psychiatrists, or psychologists) or a clinic.

R is a residence, either permanent or temporary, other than a residential, domiciliary, or custodial facility.

S is the scene of an accident or acute event.

U4 is a workplace.

U7 is a school.

Note: With the two-character descriptors U4 and U7, a second two-character descriptor is necessary to specify the corresponding destination or origin.

For example, a transport from an individual's place of work to a physician's office would be recorded as U4 | IP (not as U4 | P):
U4, workplace + IP, from a transfer point to a practitioner's office = from a workplace to a practitioner's office

The return trip from the physician's office to the individual's place of work would be recorded as PI | U4 (not as P | U4):

PI, from a practitioner's office to a transfer point + U4, workplace = from a practitioner's office to a workplace

U5 is an origin/destination point not otherwise specified. It does not need a second descriptor, but it does require manual review.

Information Modifiers

U3 indicates a wheelchair van service provided in an ambulance vehicle. It is used only with HCPCS codes A0130, S0209, and T2001.

U6 indicates a service that is unavailable when the vehicle arrives at the destination.

UA indicates an additional trip taken by the same individual on the same day in the same type of vehicle to or from the same type of location.

UB indicates a second additional trip taken by the same individual on the same day in the same type of vehicle to or from the same type of location.