

EMERGENCY RESOLUTION NO. 43-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARAMEDICINE GRANT AND PILOT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE ATRIUM MEDICAL CENTER FOUNDATION AND DECLARING AN EMERGENCY.

WHEREAS, in an effort to improve the health of the residents and the City and as one component of Atrium's hospital readmission reduction program to reduce unnecessary hospital readmissions, Atrium and the City desire to start a two-year pilot paramedicine program in which the City's emergency medical services department would provide certain non-emergency, post-discharge health care services to certain eligible individuals who receive inpatient care at Atrium; and

WHEREAS, the City will staff and manage the Pilot Program, but needs funding to purchase certain Bluetooth-enabled equipment that will be used as part of the Pilot Program; and

WHEREAS, the Foundation is willing to provide a grant of \$37,500 to the City for the purchase of such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a Paramedicine Grant and Pilot Agreement by and between the City of Monroe and the Atrium Medical Center Foundation pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and further for the reason that Council desires to accept said grant and improve the health of the residents of the City. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: July 24, 2018

ATTEST:


Clerk of Council

APPROVED:


Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

PARAMEDICINE GRANT AND PILOT AGREEMENT

THIS PARAMEDICINE GRANT AND PILOT AGREEMENT (this "Agreement") made this 1st day of Aug, 2018 (the "Effective Date") is by and between **Atrium Medical Center**, an Ohio not-for-profit corporation ("Atrium"), **Atrium Medical Center Foundation**, an Ohio not-for-profit corporation (the "Foundation"), and the **City of Monroe**, a political subdivision of the State of Ohio, acting through the City of Monroe Fire Department (the "City"). Each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, in an effort to improve the health of the residents of the City and as one component of Atrium's hospital readmission reduction program to reduce unnecessary hospital readmissions, Atrium and the City desire to start a two-year pilot paramedicine program in which the City's emergency medical services department would provide certain non-emergency, post-discharge health care services to certain eligible individuals who received inpatient care at Atrium (the "Pilot Program");

WHEREAS, the City will staff and manage the Pilot Program, but needs funding to purchase certain Bluetooth-enabled equipment that will be used as part of the Pilot Program;

WHEREAS, the Foundation is willing to provide a grant of \$37,500 to the City, for the purposes of purchasing such equipment;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Grant.** After receipt and approval of a complete grant application from the City (the "Grant Application"), the Foundation shall grant the City \$20,000 in Year 1 of the Pilot Program and \$17,500 in Year 2 of the Pilot Program (collectively, the "Grant"). Atrium, the Foundation and the City agree that neither Atrium nor the City shall offer or pay to the other Party or any affiliate of the other Party, directly or indirectly, any cash or other remuneration, overt or covert, for patient referrals or for recommending or for arranging purchase, leasing, or ordering of any item of service. The Parties shall insist upon strict compliance with all self-referral prohibitions and regulations of the federal, state, and local governments. The Parties acknowledge that the Grant is fixed as of the Effective Date of this Agreement and is not conditioned or variable, directly or indirectly, on the volume or value of any referrals between Atrium and the City. In consideration of the Grant and as related to the Grant, the City shall:
 - 1.1. Have in place and adhere to a policy of non-discrimination in all matters of employment, volunteer opportunities, and the delivery of programs and services, including the Pilot Program;
 - 1.2. Certify that funds from the Grant shall only be used to purchase certain Bluetooth-enabled equipment to be used as part of the Pilot Program and for any other purpose set forth in the Grant Application and approved by the Foundation;
 - 1.3. Promptly respond to all requests for information and documentation from Foundation staff;
 - 1.4. Promptly report to Foundation staff any change in tax exemption status or inability to complete the Pilot Program as set forth in the Grant Application;

- 1.5. Timely submit to the Foundation reports containing actual performance data ("Performance Reports") associated with certain performance metrics of the Pilot Program ("Performance Metrics"), which Performance Metrics shall be mutually defined and agreed among the Parties.
- 1.6. Promptly return all unspent funds from the Grant if the conditions set forth in Sections 1.1 - 1.5 of this Agreement are not met and the City receives a written request from the Foundation to return unspent funds from the Grant. This term shall survive the termination of this Agreement.

2. **Duties of the City.** As related to the Pilot Program, the City shall:

- 2.1. Receive and review secure HIPAA protected communications from Atrium that an individual who received inpatient care at Atrium is eligible for, has signed the appropriate Pilot Program consent and release and HIPAA authorization forms, and will be participating in the Pilot Program ("Pilot Participant").
- 2.2. Receive secure communications from Atrium that include a copy of the Pilot Program consent and release and HIPAA authorization forms, completed in full and executed by a Pilot Participant.
- 2.3. Receive and review secure communication from Atrium that a Pilot Participant is about to be discharged from inpatient care at Atrium.
- 2.4. Timely call the Pilot Participant to arrange for a visit to the Pilot Participant's home within 24 to 48 hours after the Pilot Participant's discharge.
- 2.5. Provide qualified and appropriately licensed or certified staff ("Pilot Program Staff") to manage the Pilot Program and provide certain non-emergency, post-discharge health care services to certain eligible individuals who received inpatient care at Atrium.
- 2.6. Ensure that Pilot Program Staff visit the Pilot Participant's home and provide certain post-discharge non-emergency health care services to the patient.
- 2.7. Ensure that Pilot Program Staff provide only those non-emergency health care services that are within their scope of practice, as defined by Ohio law.
- 2.8. Ensure that Pilot Program Staff capture information about the Pilot Participant using equipment purchased with the Grant.
- 2.9. Send secure communications to Atrium with information about each visit to a Pilot Participant, including relevant health information about the Pilot Participant.
- 2.10. Ensure that, if Pilot Program Staff determine during a home visit of a Pilot Participant that it is in the best interest of the Pilot Participant to be transported to a hospital for evaluation and/or treatment, Pilot Program Staff shall transport the patient to: (a) the hospital specified in writing by the Pilot Participant on the Pilot Program consent and release form; (b) a different hospital specified orally by the Pilot Participant, or the individual legally authorized to consent to healthcare matters for the Pilot Participant if the Pilot Participant lacks capacity to give informed consent, during the visit; or (c) a

different hospital, if the Pilot Participant is experiencing an emergency health situation, the Pilot Participant lacks capacity to give informed consent as to which hospital he/she should be transported, and the City's Emergency Medical Services Department destination of transport policies (the "Transport Policies") require transport to a different hospital than the one specified by the Pilot Participant on the Pilot Program consent and release form.

- 2.10.1. Under no circumstances shall Pilot Program Staff, including but not limited to the City's Medical Director, or any other employee or contractor of the City exercise his or her discretion over the hospital to which the Pilot Participant will be transported, or persuade or attempt to persuade the Pilot Participant or the legal decision maker for the Pilot Participant to select a particular hospital to which the Pilot Participant will be transported.
 - 2.11. Ensure that the City's Transport Policies are consistent with state and local emergency medicine services guidelines.
 - 2.12. Provide ongoing monitoring of Pilot Program Staff to ensure they are following the City's Transport Policies and the City's Medical Director is performing his or her duties impartially, in accordance with applicable laws, regulations, policies and protocols.
 - 2.13. Work with Atrium and the Foundation to define Performance Metrics of the Pilot Program, and submit Performance Reports to Atrium and the Foundation at an agreed upon frequency.
3. **Duties of Atrium**. As related to the Pilot Program, the Atrium shall:
- 3.1. Select Pilot Participants using the following objective eligibility criteria: (a) patient is age 65 or older; (b) patient has diagnosis included in one of the following Centers for Medicare & Medicaid Services' bundles: Congestive Heart Failure, Chronic Obstructive Pulmonary Disease Pneumonia, Hip Replacement, Knee Replacement, and Acute Myocardial Infarction; (c) patient is experiencing one or more socioeconomic factors that limit access to certain resources that reduce hospital readmission rate; and (d) patient is a resident of the City. As the Pilot Program progresses, these eligibility criteria may be expanded or modified by written agreement of the Parties.
 - 3.2. Send secure communication to the City that an individual who received inpatient care at Atrium is eligible for, has signed the appropriate Pilot Program consent and release and HIPAA authorization forms, and will be a Pilot Participant.
 - 3.3. Send secure communications to the City that includes a copy of the completed and executed Pilot Program consent and release and HIPAA authorization forms.
 - 3.4. Send secure communications to the City that a Pilot Participant is about to be discharged from inpatient care at Atrium.
 - 3.5. Work with the City to define Performance Metrics of the Pilot Program, and timely review Performance Reports submitted by the City.

4. **Duties of Atrium.** As related to the Grant, the Foundation shall:
 - 4.1. Not make donations of any kind to the City's emergency medical services department for a five-year period commencing on the date of the Grant, except for donations exclusively in connection with civic or community events that are funded by donations solicited from and submitted by individuals or entities in the community generally.
5. **Independent Business.** The City declares that it is engaged as an independent services provider and has complied with all federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that may be necessary or desirable to have in place prior to performing nonemergency services, and that may be required to carry out the services and performance under the terms of this Agreement.
6. **Independent Contractor.** It is the express intention of the parties that the City and Atrium are each independent contractors and neither is an employee, agent, joint venture or partner of the other. The City and Atrium shall each act as an independent contractor in the performance of its duties under this Agreement. Neither Party shall have nor exercise any control over the methods by which the other Party delivers or performs its responsibilities or the hours the other Party works to perform his/her responsibilities. Each Party shall retain sole and absolute discretion in the manner and means of carrying out its duties under this Agreement. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Atrium. Neither Party has authority to make agreements or representations on behalf of the other Party without such Party's prior written consent. Each Party acknowledge it is not an employee of the other Party for state or federal tax purposes. Neither Party is eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the other Party to its employees.
7. **Taxes/Claims.** Atrium will not be responsible for and will not withhold or pay any income, payroll, Social Security, or other federal, state or local taxes, make any insurance contributions, including unemployment or disability, or obtain workers' compensation insurance on behalf of the City and its Pilot Program Staff. The City shall be responsible for all such taxes or contributions, including penalties and interest. Any person employed or engaged by the City in connection with the performance of services set forth in this Agreement shall be the City's employee or contractor and the City shall be solely and completely responsible for them and any claims made by or on behalf of any such employee or contractor.
8. **Term.** This Agreement shall commence on the Effective Date set forth above and continue until 11:59 p.m. Eastern Time on December 31, 2020.
9. **Termination.** Pursuant to Section 1.6 of this Agreement, in the event the conditions set forth in Sections 1.1 - 1.5 of this Agreement are not met, this Agreement shall automatically terminate on the date the City receives a written request from the Foundation to return unspent funds from the Grant.
10. **Licenses / Certifications.** If applicable, the City shall be responsible for ensuring that it and the Pilot Program Staff hold current, valid, and unrestricted licenses and/or certifications to perform the duties set forth herein. The City shall provide to Atrium copies of such licenses and/or certifications upon request. All such licenses and/or certifications shall be maintained

throughout the term of this Agreement. The City shall notify Atrium immediately upon suspension, revocation, restriction or limitation of any license and/or certification of the Pilot Program Staff required to perform the duties of this Agreement.

11. **Quality Review.** The City shall perform its contracted services under this Agreement safely, effectively, and in compliance with applicable laws, regulations, policies and procedures.
12. **Assignments Prohibited.** Nothing in this Agreement shall be construed to permit assignment by the City of any rights or duties under this Agreement and such assignment is expressly prohibited.
13. **Equipment.** Except as otherwise set forth herein, all equipment, supplies, and other materials required for the services provided under the terms of this Agreement shall be provided by the City, at the City's sole expense.
14. **Policies and Guidelines.** To the extent the City performs any services on Atrium's premises, the City shall comply with all applicable policies of Atrium relating to business and office conduct, health and safety, and the use of Atrium's facilities, supplies, information technology, equipment, networks, and other resources.
15. **Expenses.** The City is solely responsible for any travel or other costs or expenses incurred by the City in connection with the performance of the services provided under the terms of this Agreement, and in no event shall Atrium reimburse the City for any such costs or expenses.
16. **Severability.** In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
17. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against the City, Atrium, or the Foundation. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
18. **Responsibility for Acts and Omissions.** The City agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and contractors, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto Atrium or the Foundation. Likewise, Atrium similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility onto the City.
19. **Excluded Providers.** The City hereby represents and warrants that neither the City nor its Pilot Program Staff have at any time been excluded from participation in any federal or state funded healthcare program, including but not limited to, Medicare and Medicaid. The City hereby agrees to notify Atrium immediately of any threatened, proposed, or actual exclusion of the City or any of its Pilot Program Staff from any federal or state funded healthcare program, including but not limited to, Medicare and Medicaid. In the event that the City or any of its Pilot Program Staff performing services under this Agreement is excluded from participation in any federal or state funded healthcare program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that

the City is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

20. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the City:

City of Monroe
Attn: Fire Chief John P. Centers
P.O. Box 330
Monroe, OH 45050

If to Atrium Medical Center:

Atrium Medical Center
Attn: Marquita Turner
One Medical Center Drive
Middletown, OH 45005

and

Premier Health Partners
Attn: General Counsel's Office
410 N. Main St., Suite 900
Dayton, Ohio 45402

If to the Foundation:

Atrium Medical Center Foundation
Attn: Mike Stautberg
One Medical Center Drive,
Middletown, OH 45005
and

Premier Health Partners
Attn: General Counsel's Office
410 N. Main St., Suite 900
Dayton, Ohio 45402

Or to such other address as a Party may designate by notice pursuant to this section.

21. **Entire Agreement; Amendments; No Waiver.** Except for the Grant Application, this Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

22. **Equal Opportunity.** The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of either party.
23. **Government Access to Records.** In accordance with 42 U.S.C. Section 1395x(v) (l) and 42 C.F.R. Section 402.300-402.304, the City agrees that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to this Agreement, and to the City's such books, documents and records necessary to verify the cost of the City's services performed until the expiration of four years after the services performed under this Agreement are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives.

The City agrees further that, if it carries out any duties hereunder through a contract having a value of \$10,000 or more over a 12 month period with a related organization, then the contract between the City and the related organization shall also provide, to the extent allowable by law, that the related organization will make available upon request to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative, the contract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such contracts by the City with related organizations shall provide that the Secretary of Health and Human Services or the Comptroller General shall have access to the aforementioned books, documents and records until the expiration of four years after the services have been furnished.

24. **HIPAA Compliance.** Atrium and the City agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR 142 (the "Federal Security Regulations"). Atrium and the City agree not to use or further disclose any protected health information, as defined in 45 CFR 160.103 ("Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or any regulations promulgated thereunder, including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Atrium and the City will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by this Agreement. Atrium and the City will promptly report to the other any use or disclosure of Protected Health Information not permitted by this Agreement or otherwise in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which either Party becomes aware. Atrium and the City will each make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Nothing in this Section shall be deemed to waive the attorney-client, accountant-client, or other applicable legal privilege. The provisions of this Section shall survive the termination of this Agreement, regardless of the cause of such termination.
25. **Confidentiality.** All Parties acknowledge that they will have access to information that is treated as confidential and proprietary by another Party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, pricing,

marketing, finances, and operations of another Party, its affiliates, and its suppliers and customers (“Confidential Information”). All Parties agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or in part, to any third party, and not to use any Confidential Information for any purpose except as required in the performance of services under this Agreement. A Party shall notify the appropriate Party immediately in the event that it becomes aware of any loss or disclosure of any Confidential Information belonging to such Party.

26. **Authority.** The persons signing below have the authority to execute this Agreement on behalf of their respective entities and no further approvals are necessary to create a binding Agreement.
27. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Ohio. Any disputes that arise hereunder shall be resolved in a court of competent jurisdiction located in Montgomery County, Ohio.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATRIUM MEDICAL CENTER

CITY OF MONROE

Signature: Margaret Juna

Signature: _____

Title: COO / CEO

Title: _____

Date: 7/16/18

Date: _____

ATRIUM MEDICAL CENTER FOUNDATION

Signature: Paul R. [Signature]

Title: President

Date: 7-13-18