

RESOLUTION NO. 48-2017

INTRODUCED BY: MAYOR ANN MARIE DONEGAN

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH FAIRVIEW HOSPITAL AS A PARTICIPANT IN THE CITY'S PILOT PARAMEDICINE PROGRAM IN THE CITY AND DECLARING AN EMERGENCY

WHEREAS, the City of Olmsted Falls has secured grant funds and has implemented a pilot paramedicine program in the City of Olmsted Falls; and

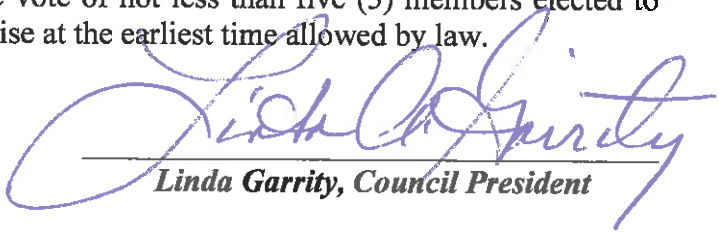
WHEREAS, Fairview Hospital will serve as one of the providers for paramedicine services in the City and it is necessary and appropriate for the City and Fairview Hospital to memorialize the understanding of the roles and responsibilities of the parties thereto by entering into a Memorandum of Understanding. Now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLMSTED FALLS, CUYAHOGA COUNTY, STATE OF OHIO, THAT:

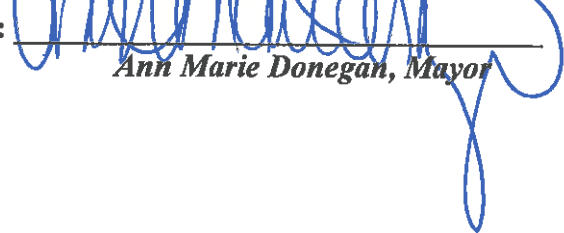
SECTION 1. That the Mayor is hereby authorized to enter into that certain Memorandum of Understanding with Fairview Hospital in substantially the form attached hereto as Exhibit "A" and incorporated herein all for purposes of providing paramedicine services as part of the City's Pilot Paramedicine Program.

SECTION 2. That this Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of Olmsted Falls for the reason that the paramedicine program had taken effect October 1, 2017 and it is necessary to have the agreements in place for the benefit of the parties. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.


Linda Garrity, Council President

PASSED: October 24, 2017

APPROVED: 
Ann Marie Donegan, Mayor

10.25.17
Date

APPROVED AS TO FORM: *Gregory M. Spotseller*
Gregory M. Spotseller, Director of Law

ATTEST: *Angela Mancini*
Angela Mancini, Clerk of Council

First Reading: October 24, 2017

Second Reading: Suspended

Third Reading: Suspended

POSTING CERTIFICATE OF OLMSTED FALLS

Angi Mancini, Clerk of Council of the City of Olmsted Falls, hereby certify that Res/Ord 48-2017 was duly posted on the 20 day of Oct, 2017 and will remain so posted for a period of 15 days after its effective date as required by the Charter of the City
A. Mancini Clerk of Council

	Yea	Nay
Garrity	<u> </u>	<u> </u>
Haviland	<u> ✓ </u>	<u> </u>
Sculac	<u> ✓ </u>	<u> </u>
Gorski	<u> ✓ </u>	<u> </u>
Stibich	<u> ✓ </u>	<u> </u>
Duncan	<u> ✓ </u>	<u> </u>
Miller	<u> ✓ </u>	<u> </u>

I, ANGI MANCINI, CLERK OF COUNCIL OF OLMSTED FALLS, COUNTY OF CUYAHOGA, STATE OF OHIO, DO HEREBY CERTIFY THAT THE FOREGOING ORD. OR RESOL. NO. 48 WAS DULY AND REGULARLY ADOPTED BY THIS COUNCIL AT A MEETING HELD ON October 24 2017
Angela Mancini CLERK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is by and between **Fairview Hospital**, an Ohio nonprofit corporation located at 18101 Lorain Road, Cleveland, Ohio 44111 ("Hospital"), and **City of Olmsted Falls, Ohio on behalf of its Division of Fire and EMS**, located at 26100 Bagley Road, Olmsted Falls, Ohio 44138 ("City") and is effective as of **November 2, 2017** ("Effective Date").

WHEREAS, City currently provides its residents with certain emergency medical services including critical ambulance and paramedic response to 9-1-1 emergency calls;

WHEREAS, Hospital is an acute care facility located at 18101 Lorain Road, Cleveland, Ohio 44111;

WHEREAS, the City seeking to improve access to health care for its citizens and create a community paramedicine program by expanding the role of its Fire Department paramedics, and to create a community paramedicine program that will more closely coordinate with the current Fairview chronic care program for its patients;

WHEREAS, City has requested Hospital to partner with it in a pilot program, described herein, with a shared goal of better patient outcomes and community health; and

WHEREAS, Hospital desires to assist the City in seeking to coordinate their respective programs with the shared goal of improving health care in the community.

NOW, THEREFORE, the parties agree as follows:

I. Responsibilities of the Parties:

Each party agrees to competently and timely perform the obligations and services at the locations set forth and as described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Services").

II. Fees/Expenses:

- A. Each party shall be responsible for all costs and expenses associated with providing its part of the Services described in Exhibit A.
- B. City and Hospital each retain the right to submit appropriate billing to the patient or the patient's medical insurer as permitted by applicable law, rule and/or regulation for such medical services as each party may render. City and Hospital shall comply with all applicable claims filing and billing rules and regulations, including, without limitation, Federal health care program payment and coverage rules and regulations.

III. Term and Termination:

- A. The term of this MOU shall begin on the Effective Date and shall continue for a period of one (1) year (the "Term"), unless otherwise terminated as provided for herein. The parties may mutually agree in writing to extend the Term of this MOU.
- B. Either party may terminate this MOU with thirty (30) days prior written notice to the other. Either party may terminate this MOU in the event of a breach of a material provision of this MOU, which breach

has not been cured to the satisfaction of the non-breaching party within thirty (30) days of notice thereof.

IV. Confidentiality:

Each party acknowledges that in the course of performing its obligations under this MOU, it may obtain certain confidential and proprietary information about the other party (collectively "Confidential Information"). Each party agrees that it will only use Confidential Information of the other party in the performance of its obligations under this MOU and that it will not, at any time during or following the term of this MOU, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party. Confidential Information shall also include the use or disclosure of protected health information (as defined at 45 C.F.R. 164.501). Hospital and City shall comply with all applicable provisions of HIPAA. Each party agrees and acknowledges that it is a Covered Entity, as the term "Covered Entity" is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time (collectively, "HIPAA Regulations"), and therefore is subject to the then current HIPAA Regulations.

V. Relationship of Parties:

For purposes of this MOU, the relationship of the parties will be that of independent medical care providers. Nothing contained herein will be deemed to create any relationship of agency, joint venture or partnership. Unless expressly stated in a separate written agreement, neither party hereto will have any power to commit, contract for or otherwise obligate a participant to the other participant or to any third person.

VI. Insurance/Indemnification:

- A. Hospital and City maintain and shall each maintain adequate insurance for professional liability and comprehensive general liability coverage of itself and its agents, employees, representatives, and contracted servants for their participation under this MOU.
- B. Each party shall be responsible for its own acts, omissions, negligence, intentional wrongdoing, or breach of any obligations under this MOU by or through itself or its agents, employees, representatives, and contracted servants.

VII. Compliance with Laws:

By entering into this MOU, the parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time, including, but not limited to, all applicable laws, rules, and regulations as they may be amended from time to time, including, but not limited to, (a) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations, (b) the Limitation of Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. § 1395nn), and (c) applicable federal and state laws with respect to patient privacy. **NOTHING CONTAINED IN THIS MOU IS INTENDED OR SHALL BE CONSTRUED: (I) TO REQUIRE, INFLUENCE OR OTHERWISE INDUCE OR SOLICIT CITY REGARDING REFERRAL OF PATIENTS, OR (II) TO INTERFERE WITH A PATIENT'S RIGHT TO CHOOSE HIS OR HER OWN HEALTH CARE PROVIDER, OR WITH EITHER PARTY'S MEDICAL JUDGMENT REGARDING THE CARE OF A PATIENT.** In the event that any part of this MOU is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire MOU into compliance, either party may terminate this MOU on thirty (30) days written notice to the other party.

VIII. Miscellaneous:

- A. Entire Agreement. This MOU and Exhibit A hereto set forth the entire agreement and understanding between the parties as to the subject matter hereof.
- B. Notices. Any notice or other communication required or permitted under this MOU shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service, and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses listed below:

If to Hospital:

Fairview Hospital
18101 Lorain Road
Cleveland, Ohio 44111
Attn: President

With a copy to:

The Cleveland Clinic Foundation
Law Department
3050 Science Park Drive/ AC 321
Beachwood, Ohio 44122

If to City:

- C. Use of Name. City shall not use the name, logo, likeness, trademarks, image or other intellectual property of Hospital for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of Hospital as to each such use.
- D. Amendment. This MOU may not be amended, modified or changed orally. Any amendments, modifications and changes must be in writing and executed by an authorized representative of each of the parties hereto.
- E. Assignment. Neither party may assign this MOU nor any rights or obligations under this MOU without the prior written consent of the other party and any such assignment not in accordance herewith shall be null and void.
- F. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Waiver of Breach. The waiver by either party of a breach of any provision of this MOU shall not operate or be construed as a waiver of any subsequent breach.
- H. Force Majeure. A party shall not be deemed to be in breach or default of any provision of this MOU by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots,

strikes, accidents in transportation, or other causes beyond the control of the parties. However, if material performance becomes impossible for more than a sixty (60) day period by reason thereof, either party may terminate this MOU by giving notice to the other party.

- I. Governing Law. This MOU shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.
- J. Severability. If one or more provisions of this MOU are held to be unenforceable under applicable law, such provision shall be excluded from this MOU and the balance of the MOU shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its term.
- K. Successors and Assigns; Effect on Third Parties. The terms and conditions of this MOU shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this MOU, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this MOU, except as expressly provided in this MOU.
- L. Tax Exempt Status. The parties recognize that Hospital is a non-profit, tax-exempt organization and agree that this contract will take into account and be consistent with Hospital's tax-exempt status.
- M. Conflict. Hospital maintains and adheres to a Conflict of Interest Policy. In that connection, City represents that no Hospital employees, officers, or directors are consultant, employees, officers, or directors of City or serve on any boards or committees of or in any advisory capacity with City, except as disclosed herein _____. Any payments made to such parties listed herein are at fair market value for services rendered.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the Effective Date first above written.

CITY OF OL MSTED FALLS

FAIRVIEW HOSPITAL

By: _____

By: _____

Name: _____

Name: Neil P. Smith, D.O.

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A

The City of Olmsted Falls (the "City") is seeking to improve access to health care for its citizens by expanding the role of a City Fire Department paramedic into a specially trained paramedic ("Community Health Officer"), and create a community paramedicine program. The City has received funding from the State of Ohio's Local Government innovation fund and has requested Fairview Hospital ("Hospital") to partner with it in a pilot program, described herein, with a goal of reducing hospital readmissions.

Hospital's role would be to offer the pilot program to its interested patients (if medically appropriate), who are identified by Hospital as having an Olmsted Falls zip code, and who agree to participate in this pilot. Patients will complete a form for the City of Olmsted Falls to enroll in the program. By signing this form they are agreeing to enroll in the program, be seen in the chronic care clinic and then receive subsequent visits by the paramedics or the community health officer, as appropriate.

Hospital will review the zip code list daily and will invite appropriate patients to enroll in the pilot paramedicine program and schedule the first visit in the chronic care clinic in the Hospital after discharge from Hospital. After being seen in the chronic care clinic, the patient will be followed at home by the City's Community Health Officer. Patients who choose to enroll in the pilot program will complete a form for the City of Olmsted Falls, and be enrolled in the Hospital chronic care clinic.

An Inpatient hospital RN coordinator will enroll each patient into the program. The program will include an initial patient visit, in the hospital's chronic care clinic, with a Hospital Nurse Practitioner ("NP") with subsequent visits being performed by the Community Health Officer (paramedic). If the patient is not physically able to come to the chronic care clinic, the patient will have a telehealth visit with the NP and Community Health Officer.

In the chronic care clinic, patients will be monitored for blood pressure, weight, O2 saturation, pulse, and will receive disease specific education.

The patient will be followed by, and would receive follow up visits from, a City Community Health Officer. Hospital would also provide support via telehealth and telephone conversations between the patients who are enrolled in the program and Hospital's medical officer (Dr. Neil Smith) or NP (Annette Fogarty) as needed.

The Hospital NP would document each enrolled patient's chronic care clinic visit in Hospital's electronic medical records system, Epic. The City Community Health Officer would document patient visits by the Community Health Officer for the City's records in the City's system called "Ideal health," and provide copies into Epic, either directly into Epic if possible, or provide scanned copies of the documentation.

Initially, the City's Community Health Officers will be documenting in a program called "Ideal Life" which does not sync with Epic. Therefore, Hospital will use an interface called "Clinisync"

which will translate the information from the Community Health Officers directly into Epic. The Community Health Officers will not have access to Epic.

Patients will remain in program until discharged by the Hospital NP or City's Community Health Officer.

Hospital will bill for patient visits in its normal manner, but it will not bill for its telehealth visits with patients enrolled in the pilot program at this time. That policy may change in the future. The City paramedic expense will be covered by the City, under its grant.

 **Cleveland Clinic - Law Department**

This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

CITY OF OLMSTED FALLS
26100 BAGLEY ROAD
OLMSTED FALLS, OHIO 44138

CONTRACT INFORMATION

Contract ID: 4124543
Master Agreement Number:
Dept Reference No.:
Contract Description: CITY TO TIE FAIRVIEW HOSPITAL CHRONIC CARE CLINIC TO CITY OF
OLMSTED FALLS PARAMEDICS
Institute: Regional Hospital
Submitting Dept: FAIRVIEW HOSPITAL
Contract Amount:
Dept Contact: GWEN PRINT

TERM INFORMATION

Effective Date: 11/2/2017
Expiration Date: 11/1/2018
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: JOHN RITCHEY

Paralegal:

Contract approved as to form for: 4124543
Attorney: RITCHEY, JOHN
By: Ritchey, John
Date: 11/2/2017 1:47:00 PM