

RESOLUTION NO.: 165-2023

INTRODUCED BY: Mayor Thomas and All of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH UNIVERSITY HOSPITALS HEALTH SYSTEM, INC. FOR THE ACCEPTANCE AND EXPENDITURE OF GRANT FUNDS TO IMPLEMENT AND FUND A COMMUNITY PARAMEDICINE PROGRAM.

WHEREAS, through the efforts of the Division of Fire, the City and University Hospitals Health System, Inc. ("UHHS") have worked together to develop a Community Paramedic Program (the "Program") which will utilize paramedics to provide guidance and care in the community to help residents become more independent from hospital emergency room services;

WHEREAS, UHHS has proposed to fully fund the Program to reimburse the City for the cost to hire one (1) dedicated, qualified, and trained Community Paramedic for a term of five (5) years by providing a contribution to the City of \$135,000 annually for each of the five years, up to a total contribution of \$675,000 (the "Grant");

WHEREAS, under the Program, the City's Division of Fire Services will provide the Community Paramedic the vehicles and equipment needed for certain in-home patient care services to City residents and UHHS will provide the medical direction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to accept and expend the Grant funds set forth in the preamble to this Resolution on behalf of the City and is authorized to enter into a Memorandum of Understanding with UHHS substantially in the form of Exhibit A, attached hereto.

Section 2: The Director of Finance is authorized to deposit the Grant funds into Fund No. 203 and is authorized to appropriate from Fund No. 203 funds sufficient to pay the salary and benefits of the Community Paramedic hired under the Program.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 12, 2023

APPROVED: December 12, 2023

ATTEST: Donnie Hunter

Donnie L. Hunter
Clerk of Council

Kim A. Thomas
Kim A. Thomas, Mayor

Bobby Jordan
Bobby Jordan
President of Council

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RICHMOND HEIGHTS AND UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on this 19th day of December, 2023 ("Effective Date") between The City of Richmond Heights (hereinafter referred to as "City"), located at 26789 Highland Road, Richmond Heights, Ohio 44143, and University Hospitals Health System, Inc. (hereinafter referred to as "UH"), located at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122. City and UH shall hereinafter be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, City, through its Division of Fire Services, currently provides its residents with paramedic response to 911 requests and other related emergency medical services and UH provides medical direction for these services;

WHEREAS, Parties wish to establish this MOU under which both Parties will work together to accomplish certain goals and objectives related to the development and implementation of a Community Paramedicine Program ("Program") in which City's Division of Fire Services will provide clinical personnel ("Community Paramedics"), vehicles, and equipment for certain in home patient care services to residents of the City and UHHS will provide the medical direction (the "Purpose");

WHEREAS, Community Paramedics are specially trained to conduct in-home patient assessments and provide specific primary health care and preventive services, by acting through a physician's order and within a defined scope of practice; and

WHEREAS, the Program helps physicians monitor the health of vulnerable patients, thereby producing better health outcomes and reducing the number of avoidable ambulance transports, visits to the emergency department, and hospital readmissions; and

WHEREAS, a Medical Director (defined below) is key to the Program in terms of providing clinical training, issuing orders, providing medical oversight, and facilitating continuous quality assurance and improvement.

NOW THEREFORE, the Parties hereby establish this MOU as follows:

1. PROGRAM MISSION

City and UH have a mutual goal of promoting community health and wellness for the residents of City by advancing innovative services to improve the overall health and well-being of the population, reduce unnecessary hardship for those most at risk, and reduce avoidable spending incurred by residents and City by providing appropriate care in the home for non-urgent requests.

2. PROGRAM SERVICES AND OVERSIGHT

It is the goal of both City and UH to develop a comprehensive Program for patients that leverages the expertise and input of both organizations through development of standardized protocols and processes for delivery of the services to residents of City.

City and UH each are committed to promoting community health and wellness. City and UH will jointly develop the Program's policies, procedures, and assessment of the community to identify those whom the Program services would yield optimal benefit.

The Parties are pursuing achievement of key Program goals and outcomes which include:

- i. Identification of those residents who will benefit from the Program;
- ii. Implementation of appropriate clinical and social screening tools to complete a needs assessment;
- iii. Identify and close gaps in clinical or social needs;
- iv. Connection to the care delivery systems available to the residents based upon the patient's choice;
- v. Reduce 911 calls associated with non-urgent requests;
- vi. Reduce Emergency Department visits associated with non-urgent needs;
- vii. Increase home safety for City residents;
- viii. Increase public awareness through education about chronic illness and safe, proper management in the home;
- ix. Connecting residents to their selected medical/social services resources; and
- x. Enhancing independence for seniors living in their homes.

City and UH shall jointly develop and implement the Program precepts, to include:

- i. Development of protocols for initial, follow-up, and graduation visits;
- ii. Development of documentation standards for care delivery (operational and clinical activities);
- iii. Determine quality metrics to measure the effectiveness and safety of the program;
- iv. Develop escalation pathways to address identified clinical and social needs; and
- v. Provide materials for disease-specific education.

City and UH designated operational and clinical leadership for the Program shall meet monthly for Continuous Quality Improvement ("CQI" purposes and to resolve any operational challenges, review safety monitors, and review any patient related issues, complaints, or concerns. Additionally, the Parties agree to prospectively set performance benchmarks for the Program and to report and trend those metrics on a monthly basis.

3. RESPONSIBILITIES OF THE CITY

To achieve the Program objectives and provide its services, City will fulfill the following primary responsibilities.

- i. Provide a dedicated, qualified, and trained Community Paramedic as defined in the City job description included as Exhibit A of this MOU. The Community Paramedic will function under the Program's Medical Director, protocols, policies, and procedures to include home safety inspections, patient education on chronic illness management in the home, and assessment of the patient's social determinants of health to appropriately connect them with available community resources.
- ii. Provide a vehicle and related operational expense for the Community Paramedic to deliver the Program services.
- iii. Provide the needed medical equipment and supplies for the Community Paramedic to deliver the Program services.
- iv. City shall provide UH an annual report within 30 days of completion of each annual period during the Term of the MOU. The annual reports shall provide detail on various performance indicators and other operational matters of the Program as mutually agreed to by the Parties, subject to the applicable limits of Section 9 herein.

4. RESPONSIBILITIES OF UH

To achieve the Program objectives and provide its services, UH will fulfill the following primary

responsibilities.

- i. Provide the funding outlined in paragraph 5 of this MOU.
- ii. Provide a Medical Director, clinical protocols, medical oversight and ongoing quality review.
- iii. Provide the initial and ongoing clinical education and training.

5. PROGRAM SHARED COSTS

City and UH agree that they will provide resources, time, and materials to support the Program's delivery of a consistent patient experience for the citizens of the City.

The Program will be funded by the City. UH will provide a contribution of \$135,000.00 annually for each year of the Term (defined below), up to a total contribution of \$675,000.00 (collectively, the "Grant"). The Grant will be provided in quarterly installments, at the end of each quarter.

In order to facilitate Program sustainability, the Parties will collaborate to identify reimbursement opportunities with governmental and commercial payors for the services provided by the City under the Program. Upon receipt by City of any reimbursement from payors for services delivered by City under the Program, City will apply such reimbursement to the City's Program expenses. In the event reimbursement received by City offsets Program expenses by more than 18.0%, City and UH agree to renegotiate in good faith the Grant for the remaining term of the MOU.

6. INSURANCE

Each Party shall maintain adequate insurance or programs of self-insurance for professional liability and comprehensive general liability coverage of itself and its agents, employees, representatives, and contractors for their participation under this MOU, with such insurance coverage to be in amounts of no less than \$1 million per occurrence and \$3 million in the aggregate.

7. LIABILITY

Each Party is 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, or contractors.

8. MARKETING AND BRANDING

In the promoting and delivery of the Program, it is mutually understood that the Parties will require prospective written approval for the use of any name and or trademarked material prior to dissemination. Neither Party has the right to use the other's name and or trademarked material without the express written consent of the other Party.

9. DATA

The Parties acknowledge and understand that all data and other information that is shared between the Parties must be compliant with organizational, legal, and regulatory requirements for sharing, including information protected under HIPPA, safety and quality assurance reviews, and confidential data as defined herein. The Parties agree to comply with the terms and conditions of the Business Associate Addendum attached hereto as Exhibit B. Notwithstanding the foregoing, the Parties agree that City will in no event provide to UH any data detailing to which hospital or health system a patient receiving services under the Program was transported, to the extent any such transport arises directly or indirectly as a result of the paramedicine services delivered to a patient under the Program (such data referred to as "Program Transport Data"). The Parties acknowledge that Medical Director may be a physician that is employed by or otherwise contracted with UH. In result, to the extent the Medical Director is required to review or otherwise gains access to Program Transport Data as part of his/her medical direction duties owed to City, he/she will abide by a firewall whereby he/she agrees not to disclose such data to UH or otherwise use such information in any manner that is or may be perceived as a direct benefit to UH.

10. CONFIDENTIALITY

If and to the extent that either Party (the “Disclosing Party”) shares confidential and/or proprietary information with the other Party (the “Receiving Party”), the Receiving Party shall hold such information in confidence, and will not disclose or use the Disclosing Party’s confidential information for any purposes other than for purposes consistent with this MOU. Nothing in this Section shall prevent the Parties from sharing confidential information with their employees, consultants, accountants, or counsel to the extent necessary to achieve the purposes and activities contemplated by this MOU. Confidential information shall not include information that: (a) is or becomes available in the public domain other than through disclosure by the Receiving Party; (b) is within the possession of the Receiving Party prior to being furnished by or on behalf of the Disclosing Party; (c) is available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; or (d) is independently developed by the Receiving Party without use of confidential information.

11. PATIENT'S CHOICE FOR HEALTH CARE SERVICES

The Parties agree that patients receiving services from the Program will have the choice of where they receive their medical care and the Program will work with each patient to connect them with their identified health care resources.

It is both the intention and agreement of the Parties that no compensation or reimbursement of any kind whatsoever shall be paid or received under this MOU for the referral of Medicare or Medicaid beneficiaries, commercial insurance beneficiaries, or other parties.

12. COMPLIANCE

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations. The Parties agree that no amount paid under this MOU is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce or reward the referral of patients or the prescribing, purchase, lease or order of any UH product or service. Further, the Grant is not in any way conditioned upon any present or future business relationship between UH and City.

13. ENTIRE AGREEMENT; ASSIGNMENT

This MOU constitutes the entire understanding and agreement amongst the Parties on the subject matter hereof, and supersedes all prior oral or written agreements, understandings, representations, and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof. This MOU may be amended or modified only by a writing executed by the Parties. No Party may assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party.

14. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS

This MOU will be governed by and construed under the laws of the State of Ohio without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this MOU may be brought against a Party in the courts of the State of Ohio, or, if such Party has or can acquire jurisdiction, in the United States District Court for the Northern District of Ohio.

15. TERM

The initial term of this MOU is five years from the Effective Date (the “Term”). The Term may be extended by the Parties on mutual written agreement.

16. EARLY TERMINATION

This MOU may be terminated upon thirty (30) day's written notice by either Party for any reason or no reason, with or without cause, at any time (such date being referred to herein as the “Termination Date”); provided, however, that the termination of this MOU will not affect the liability of a Party for breach prior to the termination. Upon termination of this MOU, the Parties will have no further obligations hereunder for the Program. In the event of an early termination, the funding from UH shall be prorated monthly for those months up to the termination date. For purpose of clarity, if the MOU terminates in the 18th month, UH funding will be provided only for the 18 months the MOU was in effect.

17. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this MOU as of the Effective Date.

THE CITY OF RICHMOND HEIGHTS

By: _____

Print: _____

Title: _____

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.

By: _____

Print: _____

Title: _____

Exhibit A to the MOU

CITY OF RICHMOND HEIGHTS

Classification Description

Job Code: TBD

WORK OBJECTIVE

Provide patient care in the home for both short-term and long-term management of referred patients From Medical Control, hospital staff, local physician offices and internal referrals from the Richmond Heights Department of Public Safety. Under general supervision, this position will provide assistance in clinical care coordination between the patient and various health care providers and professionals and facilities. Reports to the Fire Chief.

NOTE: The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position.

ESSENTIAL FUNCTIONS

- Performs all job duties and responsibilities as described for Paramedic.
- Examines, screens, treats, and coordinates health and social services for patients.
- Conducts post-hospital release follow-up care including, but not limited to monitoring medication, dressing changes, and checking vital signs.
- Conducts surveys, on quality of life and home safety. Contacts in a timely fashion the appropriate volunteers/contractors who can assist with deficiencies in these surveys. And maintains contact with these representatives until goals are achieved.
- Observes, records, and reports to physician patient's conditions and reactions to drugs, treatments, and significant incidents.
- Conducts patient education, includes diabetes prevention/treatment, hypertension, Congestive Heart Failure (CHF), Chronic Obstructive Pulmonary Disease (COPD), falls assessments, injury evaluation, geriatric frailty visits, and nutrition.
- Administers patient care consistent with department protocols and physician orders.
- Coordinates appointments and follow up with Physicians and hospitals.
- Develops and completes appropriate reports and templates for the Community Paramedic Program.
- Support Health Promotion and Prevention Programs by identifying need and referring enrollees to the various community resources available.
- Participate in disease management, prevention, and wellness teaching alongside Social Worker and RN as it relates to emergency medical services.
- Participate in disease management, prevention, and wellness teaching alongside Social Worker and RN as it relates to emergency medical services.
- Attends meetings as requested.
- Performs other duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS

- Must be 18 years of age.
- Must be a high school graduate or have obtained a GED.
- Must possess and maintain a valid Ohio driver's license.
- Must have and maintain a satisfactory driving record as determined by the City of Richmond Heights designated agent.
- Current Paramedic certificate for the State of Ohio.
- Current Community Paramedicine certification.

- Minimum of four years of experience as a Paramedic.
- Current certification in CPR (Cardiopulmonary Resuscitation) and ACLS (Advanced Cardiac Life Support).
- All certifications required must be maintained as a condition of employment.
- Excellent interpersonal skills.
- Must successfully complete all pre-hire examination requirements including but not limited to; drug testing and a pre-employment physical.

KNOWLEDGE, SKILLS AND ABILITIES

- High degree of knowledge and skill in pre-hospital patient care is essential.
- Practical knowledge of medicolegal aspects of pre-hospital patient care is essential.
- Comprehensive geographical knowledge is essential.
- Skills in oral and written communication.
- Ability to work as a member of a team.
- Ability to act effectively in emergency or stressful situations.
- Ability to follow verbal and written instructions.
- Ability to create and maintain clear and accurate records.
- Ability to speak effectively before groups and to make favorable presentations.
- Ability to establish effective working relationships with fellow employees, other departments and agencies and the general public.

PHYSICAL REQUIREMENTS

- Meet physical requirements as indicated for State certification.
- Frequently exerts a medium amount of force to lift, carry, push, pull and move patients or objects.
- Frequently work involves standing, walking, bending, stooping, crouching and kneeling.
- Occasionally work involves sitting, running, climbing stairs, climbing ladders and crawling.
- Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odors, depth, textures, and visual cues or signals.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

The City of Richmond Heights is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the City of Richmond Heights provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this classification description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Name (print)

H.R. Representative/Supervisor's Name (print)

Employee Signature

H.R. Representative/Supervisor's Signature

Date

Date

Exhibit B to the MOU

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“BAA”) is effective as of the effective date of the Memorandum of Understanding between The City of Richmond Heights (“Covered Entity”) and University Hospitals Health System, Inc. (together with its Subcontractors, “Business Associate”).

Capitalized terms not defined in this BAA have the meaning ascribed within Title 45 Parts 160 and 164 of the Code of Federal Regulations (“HIPAA Rules”). “Day” means a calendar day.

Covered Entity and Business Associate are parties to one or more agreements, including without limitation the Memorandum of Understanding effective as of December 19, 2023 (the “Agreement”) where Business Associate provides services (“Services”) that involve access to PHI. This BAA governs Business Associate’s PHI obligations. Therefore, Covered Entity and Business Associate agree as follows:

1. Business Associate Obligations: Business Associate shall:

- a. comply with the Privacy, Security, Breach Notification, and Enforcement Rules contained in the HIPAA Rules;
- b. use appropriate safeguards to prevent the unauthorized use or disclosure of PHI;
- c. only use or disclose PHI as (i) necessary to perform Services or data aggregation for Covered Entity; (ii) necessary for the proper management and administration of Business Associate; (iii) required by law; or (iv) as otherwise permitted by the HIPAA rules;
- d. cause Subcontractors who access PHI to comply with, and agree in writing to, the same PHI-related restrictions, conditions, and requirements that apply to the Business Associate;
- e. not disclose PHI to third parties, other than as permitted by this BAA. If Business Associate discloses PHI to a third party, it shall notify the Covered Entity in writing of the content of the disclosure and provide one of the following reasons for the disclosure: (i) the disclosure is Required by Law; or (ii) the Business Associate has received from the third party written assurances that it will use PHI only in accordance with the HIPAA Rules, and that the third party will promptly notify Business Associate of any instances when PHI is improperly used or disclosed;
- f. notify Covered Entity within 7 Days of any Security Incidents, improper use, or improper disclosure of PHI (“Event”) and (i) the date of the Event; (ii) the date of the discovery of the Event; (iii) the scope and nature of the Event; and (iv) steps taken to mitigate the Event and to protect against any new Event. Business Associate is deemed to have notified Covered Entity of all unsuccessful attempts to cause a Security Incident;
- g. not export PHI outside the United States of America;
- h. not receive remuneration in exchange for any PHI, subject to the exceptions contained in 45 CFR §164.502, without a valid authorization from the applicable Individual that includes a specification of

whether the PHI can be further exchanged for remuneration;

- i. within 7 Days of a request by Covered Entity:
 - (i). make available PHI in a Designated Record Set to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR §164.524;
 - (ii). make any amendment to PHI or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526; or
 - (iii) make available to Covered Entity information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual in accordance with 45 CFR §164.528;
- j. comply with 45 CFR §160 and Subparts A and E of §164 if Business Associate performs any of Covered Entity's obligations under that section;
- k. make its internal practices, books, and records available to the Secretary and to Covered Entity for purposes of determining compliance with the HIPAA Rules;
- l. comply with Minimum Necessary standard set forth at 45 CFR 164.502(b); and
- m. mitigate any harmful effect known to Business Associate of a Breach or Security Incident.

2. **Termination**. Either party may terminate this BAA by notice to the other party when the Agreement terminates and Business Associate no longer possesses any PHI. Covered Entity may terminate this BAA if Covered Entity determines Business Associate breached this BAA. Notwithstanding anything to the contrary in the Agreement, the Agreement terminates immediately when this BAA is terminated. Upon termination of this BAA, Business Associate shall promptly return or destroy all PHI, as directed by Covered Entity. Business Associate shall provide written confirmation of its compliance with this section as requested by Covered Entity. If Business Associate cannot destroy or return PHI, Business Associate shall notify Covered Entity within 30 Days after termination of this BAA with a detailed description of why it is infeasible to return or destroy the PHI. The terms of this BAA apply to all PHI retained by Business Associate after the termination of this BAA.
3. **Injunctive Relief**. A breach of this BAA may cause irreparable harm. Covered Entity is entitled to injunctive or other equitable relief (without the posting of bond) to prevent or stop Business Associate's or its agent's unauthorized use or disclosure of PHI.
4. **Amendment and Successors**. This BAA can only be amended by a writing signed by both parties, except if there is a change in law, HIPAA Rules, or interpretation of HIPAA Rules (each, a "**Change in Law**"). If any of these exceptions apply, Covered Entity may amend this BAA by giving 30 Days prior notice to Business Associate of the changes to the BAA. These changes to this BAA are effective unless Business Associate notifies Covered Entity of its rejection of changes to the BAA within 30 Days of receipt of Covered Entity's notice. If the parties do not agree on an amendment to the BAA prior to the effective date of the Change in Law then Covered Entity may terminate this BAA and the Agreement without penalty. This BAA is binding on each party's successors and assigns.

5. **Waiver.** No waiver of any term of this BAA is effective unless it is in writing and signed by the party waiving the term. Failure by Covered Entity to fully exercise a right or remedy does not preclude exercise of that right or remedy.
6. **Property Rights.** As between Covered Entity and Business Associate, PHI is the property of Covered Entity. Business Associate acquires no title or rights to PHI.
7. **Notices.** A party required to notify the other party shall give that notice in writing by overnight courier or USPS certified mail, postage prepaid, return receipt requested, to:

If to Business Associate:

University Hospitals Health System, Inc.
3605 Warrensville Ctr Rd
Shaker Heights, OH 44122
Attn: Chief Operating Officer

with a copy to:

Privacy Officer
UH Management Services Center
3605 Warrensville Ctr Rd, Mail Stop # MSC
9105
Shaker Heights, Ohio 44122.

If to Covered Entity:

City of Richmond Heights
26789 Highland Road
Richmond Heights, OH 44143

with a copy to:

Each party shall notify the other party of any change in address within 30 Days of the change.

8. **Governing Law and Venue.** This BAA is governed by the laws of the state of Ohio, without regard to its law governing conflict of laws. Any ambiguity in this BAA is resolved in compliance with HIPAA Rules. Any action relating to this BAA shall be filed and maintained in the state or federal courts located in Cuyahoga County, Ohio.