

ORDINANCE NO. 23-013

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT FOR BILLING SERVICES WITH MEDICAID BILLING SOLUTIONS, INC., OF CINCINNATI, OHIO, FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky, through the Sandusky Transit System, provides transportation for individuals with developmental disabilities and has become eligible to bill Medicaid for these transportation trips; and

WHEREAS, subsequent to a request for proposals (RFP) process, the City Commission approved an agreement for billing services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for services related to the Sandusky Transit System by Ordinance No. 17-133, passed on July 10, 2017; and

WHEREAS, this City Commission approved a new agreement for billing services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for services related to the Sandusky Transit System by Ordinance No. 22-031, passed on February 28, 2022, modifying the fees in the agreement from 3% to “the higher of \$150.00 per month or 3%” of revenue received by the City as a result of MBS’s billing services; and

WHEREAS, recently, Medicaid Billing Solutions, Inc. has requested to reduce the fees in the agreement from “the higher of \$150.00 per month or 3%” to “**the higher of \$75.00 per month or 3%**” of revenue received by the City as a result of MBS’s billing services; and

WHEREAS, these fees are based on MBS providing billing services with MBS-owned software and the fees include on-site and/or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to immediately execute the agreement with the reduced fees and to continue services which generate potential revenue for the Sandusky Transit System; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a new Agreement for Billing Services with Medicaid Billing Solutions, Inc., of Cincinnati, Ohio, for Medicaid billing services related to the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHY A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 13, 2023



Medicaid Billing Solutions, Inc.

EXHIBIT "1"

Agreement for Billing Services

CITY OF SANDUSKY

February 13, 2023

www.medicaidbillingsolutions.com
serviceteam@medicaidbillingsolutions.com

AGREEMENT BETWEEN CITY OF SANDUSKY
AND MEDICAID BILLING SOLUTIONS, INC. (MBS)

I. Agreement

This agreement for MBS services is effective as of **February 13, 2023** by and between CITY OF SANDUSKY, whose primary offices are located at 240 Columbus Avenue, Sandusky, OH 44870 and Medicaid Billing Solutions, Inc. (MBS) whose primary offices, are located, in Cincinnati, Ohio 45255.

Whereas CITY OF SANDUSKY is engaged in the business of providing services to individuals with developmental disabilities who reside in Ohio, CITY OF SANDUSKY hereby engages the services of MBS to provide Medicaid billing services relating to CITY OF SANDUSKY programs and in consideration of the mutual promises herein contained, the parties agree as follows:

II. Purpose

- A. MBS shall provide Medicaid billing services and consultation to comply with all federal, state, and local laws, rules, and regulations and to maximize CITY OF SANDUSKY'S Medicaid revenue through efficient and effective claims submission and collection.
- B. MBS shall provide the following services:
1. Review service documentation for compliance and quality.
 2. Enter all services provided by CITY OF SANDUSKY into Ohiodd.net.
 3. Submit all billable services, including non-waiver, for reimbursement in accordance with DODD & ODM requirements.
 4. Track submission, attestation, and payment of claims to achieve optimal return of payments to provider.
 5. Review services provided to services billed to services paid to ensure maximization of Medicaid revenue.
 6. Train provider staff as needed/requested.
 7. Provide reports and consultation to management staff as often as required by this agreement.
 8. Attend state trainings as necessary to stay informed of Medicaid and DODD provider requirements.
 9. Provide ongoing communication with the provider staff.
- C. CITY OF SANDUSKY shall take all necessary steps to assure access by MBS to pertinent documentation, records, data, facilities, and personnel sufficient to facilitate, expedite and generally permit the efficient completion of services contracted herein. Such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio.
1. CITY OF SANDUSKY shall ensure the accuracy of information submitted to MBS.
 2. CITY OF SANDUSKY shall collect service documentation and send to MBS for review and processing.

3. CITY OF SANDUSKY shall maintain records in accordance with Medicaid provider agreement with DODD.

II. Relationship of Parties

MBS shall for all purposes be treated as a contractor of CITY OF SANDUSKY and not as an employee, or servant. Nothing in this Agreement shall be construed to make MBS an employee or servant of CITY OF SANDUSKY Consultants or other personnel engaged by MBS shall, at all times, act and perform as employees or independent contractors of MBS. CITY OF SANDUSKY has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with MBS and its employees.

III. Confidentiality/HIPAA Business Associate

A. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- EXHIBIT "1"
- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Medicaid Billing Solutions, Inc.
 - (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean CITY OF SANDUSKY.
 - (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

B. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

C. Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in this Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

E. Term and Termination

- (a) Term. This Agreement shall be effective **February 13, 2023** and shall remain in full force and effect for services provided to individuals until either party terminate this agreement by giving thirty (30) day written notice to the other party or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.
- (c) Obligations of Business Associate upon Termination.

EXHIBIT "1"

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

IV. Fee

- A. CITY OF SANDUSKY understands and agrees to maintain confidential the fee schedule as outlined.
- B. Fees are based on MBS providing billing services with MBS-owned software and on Erie CBDD's Ohiodd.net. Billing includes on-site and/or video conferencing consultation visits to discuss billing and revenue and to train staff as necessary or requested. Medicaid Billing Solutions fees are the greater of **\$75 per month or 3% of revenue** received by CITY OF SANDUSKY as a result of MBS's billing services.
- C. MBS will invoice CITY OF SANDUSKY when Erie CBDD posts paid claims after services are billed.
- D. Any increase or decrease in contract fees must be accompanied by a description of the change in services and agreed upon by CITY OF SANDUSKY and MBS as evidenced by signature of authorized agents of CITY OF SANDUSKY and MBS.
- E. CITY OF SANDUSKY agrees to submit payment for MBS invoices within 30 days of receipt.

V. General Provisions

- A. This agreement constitutes the full and complete Agreement between CITY OF SANDUSKY and MBS and no amendment, modification, waiver or supplemental shall be binding on either party unless embodied in writing and signed by duly authorized representatives of each party.
- B. Any provision or condition in any purchase order or other memorandum of CITY OF SANDUSKY or MBS which is in any way inconsistent with, or which adds to, the provisions, hereof is hereby agreed to be null and void.
- C. Except as otherwise limited herein, MBS will offer a limited guarantee on the accuracy of any information, services or product furnished hereunder. MBS provides no warranty as to the accuracy or completeness of the project and MBS is not to be construed as a substitute for legal advice. As such, MBS may limit its guarantee to the accuracy and performance of services under the terms of this agreement, to the actual loss and expense incurred by CITY OF SANDUSKY due to MBS failure to be timely and accurate.
- D. MBS shall not be liable for any loss, injury, or damage resulting in whole or in part from acts of God, acts of public or quasi-public authorities, fire, theft, accidents involving aircraft or motor vehicles, or any cause beyond the control of MBS.
- E. MBS assumes responsibility for the loss, destruction or security of valuable papers, information, or data of CITY OF SANDUSKY except as limited in item 3 (above).

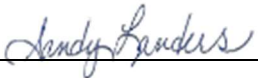
F. MBS shall comply with all federal, state, and local laws.

VI. Signatures

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

MBS

City of Sandusky

By 

By _____

Print Sandy Landers

Print _____

Title CEO

Title _____

Date February 13, 2023

Date _____

EXHIBIT "1"