

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



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April 14, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: FY14 Amended Memorandum of Agreement with Genesis Medical Center

Attached for consideration by the Board is the amended Memorandum of Agreement between Scott County and Genesis Medical Center. This agreement is for FY14, 3/1/14 to 6/30/14.

The amendment addresses additional services related to MH Redesign. Genesis Medical Center and the county have been discussing mental health redesign and the implementation of core and core plus services. Genesis is willing to be a provider of crisis stabilization services in the emergency room and on the behavioral health unit. Genesis will have some minor remodeling done to create an ED Annex to serve people in crisis through the emergency department. The county will provide \$31,000 for the remodeling.

The rates for the additional services are listed in the amended agreement. We are pleased to have such a good working relationship with Genesis. Individuals in a crisis situations will have services available immediately. Crisis stabilization services will reduce instances of higher level, more costly services.

I will be available at the Committee of the Whole meeting to answer any questions.

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

By and BETWEEN

GENESIS MEDICAL CENTER, DAVENPORT AND SCOTT COUNTY

This Amended and Restated Memorandum of Agreement is entered into effective March 1, 2014 by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and Genesis Health System d/b/a Genesis Medical Center – Davenport (hereinafter referred to as Genesis Medical Center) a non-profit corporation that provides acute care behavioral health services in Scott County.

In that all payments by Scott County for services to person with intellectual disabilities, developmental disabilities and/or mental illness must be provided through a limited special services fund and under the auspices of an approved management plan, activities provided under this agreement shall be conducted in accordance with the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services.

In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and Genesis agree as follows:

1. Scott County designates Genesis Medical Center as a preferred community based provider of acute care mental health and Crisis Stabilization services for persons living in Scott County for a period of 3/1/14 to 6/30/14.
2. Genesis will provide psychiatric hospitalization services to persons identified in the Scott County Management Plan and ordered to be detained under Iowa Code Section 229.11 (commonly called immediate custody prior to hearing) and section 229.13 (commonly called placement order) or Iowa Code Section 229.22 (commonly called a forty-eight (48) hour hold).
3. In consideration for such services as identified in Item 2, Scott County will provide payment to Genesis for psychiatrically related services upon submission to the Scott County Community Services Department of an itemized billing of services provided.
 - A. Itemized billings will be reviewed by Scott County Community Services for any determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
 - B. Payment will be made at the rate of \$500.00 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).
 - C. In consideration of the per diem applied, Scott County will assure that payment of covered charges is made to Genesis within sixty (60) days of receipt of the bill.
 - D. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$500.00 per day rate.
 - E. Genesis Providers will provide the following services to residents of Scott County: psychiatric evaluation upon admission, hospital inpatient care and hospital

discharge evaluation. Genesis will also provide upon request, medical testimony and paperwork.

- F. Scott County agrees to provide payment to Genesis Medical Center Davenport for the above referenced services at the agreed upon rates listed below.

99238-Inpatient/Hospital Discharge	\$61.21 Per Unit
99075-Medical Testimony	\$125.00 Per Unit
99221-Initial Evaluation/Admit	\$64.32 Per Unit
99222-Initial Evaluation/Admit	\$105.96 Per Unit
99223-Initial Evaluation/Admit	\$142.17 Per Unit
99231-Inpatient Subsequent	\$32.84 Per Unit
99232-Inpatient Subsequent	\$51.37 Per Unit
99233-Inpatient Subsequent/Hospital Care	\$72.27 Per Unit
99235-Observation/Admit Same Day	\$157.92 Per Unit

- 4. Genesis will provide substance abuse evaluation hospitalization services to persons ordered to be detained under Iowa Code Section 125.81 (commonly referred to as immediate custody prior to hearing) of Iowa Code Section 125.91 (commonly referred to as a forty-eight (48) hour hold).
- 5. In consideration for such services as identified in Item 4, Scott County will provide payment to Genesis for such substance abuse related services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.
 - A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
 - B. Payment will be made at the rate of \$500.00 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).
 - C. In consideration for the per diem, Scott County will assure that payment of covered charges is made to Genesis within sixty (60) days of receipt of bill.
 - D. Both Genesis and Scott County understand that Scott County will make no payment for substance abuse services provided after the hearing on the 125 substance abuse commitment application.
 - E. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$500.00 per day rate.
 - F. Genesis Providers will provide the following services to residents of Scott County: psychiatric evaluation upon admission, hospital inpatient care and hospital discharge evaluation. Genesis will also provide upon request, medical testimony and paperwork.
 - G. Scott County agrees to provide payment to Genesis Medical Center Davenport for the above referenced services at the agreed upon rates listed below.

99238-Inpatient/Hospital Discharge	\$61.21 Per Unit
99075-Medical Testimony	\$125.00 Per Unit
99221-Initial Evaluation/Admit	\$64.32 Per Unit
99222-Initial Evaluation/Admit	\$105.96 Per Unit

99223-Initial Evaluation/Admit	\$142.17 Per Unit
99231-Inpatient Subsequent	\$32.84 Per Unit
99232-Inpatient Subsequent	\$51.37 Per Unit
99233-Inpatient Subsequent/Hospital Care	\$72.27 Per Unit
99235-Observation/Admit Same Day	\$157.92 Per Unit

6. Genesis will provide substance abuse evaluation hospitalization services to persons ordered to be detained under Iowa Code Section 125.81 (commonly referred to as immediate custody prior to hearing) or Iowa Code Section 125.91 (commonly referred to as a forty-eight (48) hour hold).

7. In consideration for such services as identified in Item 6, Scott County will provide payment to Genesis for such substance abuse related services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.
 - A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered substance abuse evaluation charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
 - B. Payment will be made at the rate of \$500.00 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).
 - C. In consideration for the per diem, Scott County will assure that payment of covered charges made to Genesis within sixty (60) days of receipt of bill.
 - D. Both Genesis and Scott County understand that Scott County will make no payment for substance abuse services provided after the hearing on the 125 substance abuse commitment application.
 - E. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$500.00 per day rate.

8. Genesis will provide Crisis Stabilization-Inpatient services to persons in crisis who clinically require an inpatient level of care but do not require court intervention to enforce said care.

9. In consideration for such services as identified in Item 8, Scott County will provide payment to Genesis for such services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.
 - A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
 - B. Payment will be made at the rate of \$500.00 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).
 - C. In consideration for the per diem, Scott County will assure that payment of covered charges is made to Genesis within sixty (60) days of receipt of bill.
 - D. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$500.00 per day rate.

- E. Genesis Providers will provide the following services to residents of Scott County: psychiatric evaluation upon admission, hospital inpatient care and hospital discharge evaluation. Genesis will also provide paperwork upon request.
- F. Scott County agrees to provide payment to Genesis Medical Center Davenport for the above referenced services at the agreed upon rates listed below.

99238-Inpatient/Hospital Discharge	\$61.21 Per Unit
99221-Initial Evaluation/Admit	\$64.32 Per Unit
99222-Initial Evaluation/Admit	\$105.96 Per Unit
99223-Initial Evaluation/Admit	\$142.17 Per Unit
99231-Inpatient Subsequent	\$32.84 Per Unit
99232-Inpatient Subsequent	\$51.37 Per Unit
99233-Inpatient Subsequent/Hospital Care	\$72.27 Per Unit
99235-Observation/Admit Same Day	\$157.92 Per Unit

10. Genesis will provide Crisis Stabilization services through the ED Annex to persons in crisis who clinically do not require an inpatient level of care, but do require medical/psychiatric stabilization/intervention, removal from the environment and/or time to arrange appropriate services to effectuate a safe discharge and do not require court intervention to enforce said care. Scott County will provide to Genesis Medical Center a payment of \$31,000 for remodeling of the ED Annex.

11. In consideration for such services as identified in Item 10, Scott County will provide payment to Genesis for such services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.

- A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
- B. Payment will be made at the rate of \$500.00 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).
- C. In consideration for the per diem, Scott County will assure that payment of covered charges is made to Genesis within sixty (60) days of receipt of bill.
- D. If beneficiary has primary insurance, Scott County shall pay the difference of the primary insurance payment up to the \$500.00 per day rate.
- E. Genesis Physicians will provide the following services to residents of Scott County: psychiatric evaluation upon admission to the ED Annex and discharge from the ED Annex. Genesis will also provide paperwork upon request.
- F. Scott County agrees to provide payment to Genesis Medical Center for the above referenced services at the agreed upon rates listed below.

99221-Initial Evaluation/Admit	\$64.32 Per Unit
99222-Initial Evaluation/Admit	\$105.96 Per Unit
99223-Initial Evaluation/Admit	\$142.17 Per Unit
99231-Inpatient Subsequent	\$32.84 Per Unit

99232-Inpatient Subsequent	\$51.37 Per Unit
99233-Inpatient Subsequent/Hospital Care	\$72.27 Per Unit
99235-Observation/Admit Same Day	\$157.92 Per Unit
99281-Level 1 Emergency Room	\$500 Per Day
99282-Level 1 Emergency Room	\$500 Per Day
99283-Level 2 Emergency Room	\$500 Per Day
99284-Level 3 Emergency Room	\$500 Per Day
99285-Level 3 Emergency Room	\$500 Per Day
99291-Critical Care Emergency Room	\$500 Per Day
99292-Critical Care Emergency Room	\$500 Per Day

12. The relationship of Genesis to the county is that of an independent contractor. Nothing in this agreement shall be construed so as to deem any employee or agent of Genesis to be an employee of the County for any purpose.
13. This agreement may be amended in whole or in part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.
14. The term of this Agreement shall be for a period beginning March 1, 2014, and ending June 30, 2014. Thereafter, this Agreement shall be renewed through amendment for successive periods of one year, provided, however, that either of the parties shall have the right to terminate this Agreement at any time after sixty (60) days upon the deliverance of written notice hereinafter provided.
15. If either party wishes to terminate this agreement, said party shall deliver to the other party a sixty (60) day written notice of termination.
16. Termination of this Agreement shall not release or discharge either party from any obligations, debt or liability which shall have previously accrued and remain to be performed upon the date of termination.
17. The Parties recognize that this Agreement at all times is to be subject to applicable state, local and federal law. The Parties further recognize that this Agreement shall be subject to amendment in such laws and regulations and to new legislation. Any provisions of the law that invalidate, or otherwise are inconsistent with the terms of this Agreement or the intentions of the Parties as stated herein, or that would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.
18. Notwithstanding anything to the contrary, Genesis reserves the right to decline services, in accordance with applicable laws, when there are inadequate resources (capacity, space, staffing, level of care), or the presence of the patient in its facility would be dangerous to other patients;

19. Each Party shall comply with all applicable Federal and State laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, disability, ability to pay or any other protected class.
20. Nothing in this Agreement shall be construed as an offer or payment by one Party to the other Party (or any affiliate of the other Party) of any remuneration for patient referrals, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Furthermore, it is the stated intent of both parties that nothing contained in this Agreement is or shall be construed as an endorsement for any act of either Party.
21. Each Party shall comply with all relevant Federal, State and local laws as well as with any applicable rules, regulations and standards promulgated by The Joint Commission and the Medicare and Medicaid programs.
22. The Parties do not intend to confer benefits upon any third parties or persons not a Party in this Agreement. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.
23. Each Party specifically acknowledges and agrees to comply with all applicable state and federal laws and regulations protecting the confidentiality of patient records, including the Health Insurance Portability and Accountability Act of 1996, corresponding Standards for Privacy of Individually Identifiable Health Information regulations and the Security Standards for Protection of Electronic Protected Health Information, each as may be amended from time to time (collectively, "**HIPAA**"). The exchange of information between the Parties pursuant to this Agreement shall be subject to HIPAA and any other federal or state confidentiality law, regulations, or orders applicable to the provisions of services herein.
24. This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any and all previous agreements between the Parties, either oral or written, with respect to the subject matter herein.

SCOTT COUNTY BOARD OF SUPERVISORS

GENESIS HEALTH SYSTEM
d/b/a GENESIS MEDICAL
CENTER-DAVENPORT

Larry Minard
Chair

Mark Rogers
Vice President Finance/Chief Financial
Officer

Date

Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

APRIL 24, 2014

APPROVING THE AMENDMENT OF THE FY14 MEMORANDUM OF AGREEMENT BETWEEN SCOTT COUNTY AND GENESIS MEDICAL CENTER RELATING TO PAYMENT FOR PSYCHIATRIC HOSPITALIZATION SERVICES

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. The Amendment of the Memorandum of Agreement between Scott County and Genesis Medical Center Relating to Payment for Psychiatric Hospitalization Services, Crisis Stabilization Services, for the period March 1, 2014 through June 30, 2014, a payment of \$31,000 for remodeling of the ED Annex for crisis beds and identifying a per diem rate of \$500 for psychiatric services provided, is approved.

Section 2. The Chairman is authorized to sign the Memorandum of Agreement.

Section 3. This resolution shall take effect March 1, 2014.