

**YOUTH ACUTE PSYCHIATRIC SERVICES AGREEMENT BETWEEN  
UNIVERSITY OF TOLEDO AND WOOD COUNTY ALCOHOL, DRUG ADDICTION  
AND MENTAL HEALTH SERVICES BOARD**

**Resolution FY2019 – 17**

**January 28, 2019**

**WHEREAS**, An Agreement, on behalf of the Northwest Ohio region (“Region”), was entered into as of December 1, 2018 is made by and among The University of Toledo, an instrumentality of the state of Ohio, d/b/a the University of Toledo Medical Center, the University of Toledo Physicians, LLC, an Ohio limited liability company, and the Mental Health & Recovery Services Board of Lucas County for youth inpatient acute psychiatric services (“Regional Agreement”);

**WHEREAS**, Funding for the Region was obtained in a total amount of One Million Two Hundred Fifty-Five Thousand Seven Hundred and Six Dollars (\$1,255,706.00) with the Mental Health and Recovery Services Board of Lucas County acting as project lead and fiscal agent for the Region;


**WHEREAS**, the possibility of this funding could exhaust creating additional liability for WCADAMHS Board;

**WHEREAS**, the WCADAMHS Board desires to be a participating board;

**NOW THEREFORE**, be it resolved the Board approves the Youth Acute Psychiatric Services Agreement.

Board Members	Yes	No	Absent	Abstain
Allen Baer			X	
Jessica Clements			X	
Leanne Eby	X			
Stan Edwards			X	
Judy Ennis	X			
Erin Hachtel	X			
Marc Jensen	X			
Stan Korducki	X			
Dan Lambert	X			
Sue Moore	X			
Hallie Nagel	X			
Corey Speweik		X		
Cary Wise			X	
Doug Cubberley	X			

After discussion on some concerns of now receiving this prior to today and not being able to review information prior to this meeting Leanne Eby motioned to approve this resolution and Stan Korducki seconded. This resolution is adopted by the majority of the Board. Resolution passed.

  
Board Chair

  
Date

## YOUTH ACUTE PSYCHIATRIC SERVICES AGREEMENT

This YOUTH ACUTE PSYCHIATRIC SERVICES AGREEMENT ("Agreement"), entered into on February 1, 2019, is made by and among The University of Toledo, an instrumentality of the state of Ohio, d/b/a the University of Toledo Medical Center ("UTMC"), the University of Toledo Physicians, LLC, an Ohio limited liability company ("UTP"), and  
Wood County Alcohol, Drug Addiction and Mental Health Services Board

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### RECITALS

- A. UTMC, UTP, Mental Health & Recovery Services Board of Lucas County ("County"), and the surrounding mental health boards ("Participating Boards"), including Board, desire to make available inpatient mental health services to youth patients (defined in Exhibit A) ("Patients") from their respective counties in the youth acute psychiatric inpatient unit ("Program").
- B. UTMC agrees to establish and operate a 10 bed youth acute psychiatric unit, of which 6 beds will be dedicated to County, Board and Participating Boards Patients.
- C. UTMC is an accredited general medical and surgical hospital and will provide the hospital services hereunder.
- D. UTP will provide the professional physician services hereunder.
- E. The Parties agree as follows:

### AGREEMENT

1. **Services.** UTMC will provide youth inpatient psychiatric services, including but not limited to, diagnostic evaluation and medical and psychosocial treatment of psychiatric illnesses for the benefit of those youth Patients ("Services") from County, Board and Participating Boards. The Services and patient eligibility are further outlined on Exhibit A, a copy is attached and incorporated into this Agreement.
2. **Financial Considerations.**
  - A. **Additional Funds.** County has provided funds ("Additional Funds") to assist covering the costs of neuropsychiatric testing, daily physician fees and Per Diems (defined below) for Patients participating in the Program as follows:
    - i. Neuropsychiatric testing at \$400 per admission when the services are not covered or paid by third party payors.
    - ii. Daily physician fees at \$200 per day per patient when the fees are not covered or paid by third party payors.
    - iii. A per diem of \$1,490 per patient ("Per Diem") for each day that is not covered or paid by third party payors.

Services covered by additional Funds must be provided by June 30, 2019. After June 30, 2019 or once the Additional Funds are exhausted if before June 30, 2019, Board agrees to pay for neuropsychiatric testing, daily physician fees, and the Per Diem not paid by third party payors for Patients referred from Board.

B. Billing and Payment.

- i. Patients With Healthcare Coverage. All claims or charges incurred with respect to the Services will be initially billed to the Patient's payor(s) by UTMC or UTP or their designee, and collected and retained by UTMC or UTP.
- ii. Patients Without Healthcare Coverage. After June 30, 2019 or once the Additional Funds have been exhausted Board will pay UTMC or UTP, as applicable:
  1. A Per Diem of \$1,490 per patient for each day that is not covered by a third party payor.
  2. A daily physician fee of \$200 per patient for each day that is not covered by a third party payor; and
  3. A neuropsychiatric testing fee of up to \$400 per admission when the fees are not covered by a third party payor. This fee will not apply to patients readmitted within 6 months of their last admission date to which a neuropsychiatric testing fee has been billed by UTMC or UTP.
- iii. Patients With Inadequate Healthcare Coverage. If a Patient's third party payor does not cover or pay the Patient's claims or charges in full, UTMC will bill Board for those claims and charges that are not covered for Patients referred by Board. Additional Funds may be used to cover Per Diem, physician and/or neuropsychiatric testing fees that are not paid by the third party payor, provided that the date of service is prior to July 1, 2019 and there are available Additional Funds.
- iv. Each party agrees to provide information in its possession to the other party sufficient to enable it to bill the responsible party or parties.
- v. UTMC and UTP agree to utilize their best efforts to pursue and advocate for the maximum appropriate authorized length of stay from third party payers.

C. Per Diem.

- i. The Per Diem rate may be modified from time to time. UTMC will provide Board with advance written notice prior to any modification in the Per Diem rate.
- ii. UTMC will obtain Board's advance approval for charges for services which are in excess of the Per Diem.

D. Invoices and Payment.

- i. UTMC and/or UTP, as applicable, will invoice Board on a monthly basis. Invoices are due within 30 days of receipt. An interest charge of 1.5% per month, or the maximum allowed by law, will be added to invoices more than 30 days past due. In the event Board has past due invoices due to UTMC or UTP, UTMC reserves the right to stop admitting Board's Patients to the Program.

- ii. Invoices to Board will be sent to:

Wood County ADAMHS Board

745 Haskins Rd. Suite H

Bowling Green, Ohio 43402

- iii. Payment of Per Diem invoices will be sent to:

University of Toledo Medical Center  
Department L 674  
Columbus, OH 43260

- iv. Payment of daily physician fees and neuropsychiatric testing invoices will be sent to:

University of Toledo Physicians  
P.O. Box 18979  
Belfast, ME 04915-4084

3. **Term & Termination.**

- A. **Term.** The initial term of this Agreement begins on the February 1, 2019 (“Commencement Date”) for a period of one year (“Term Year”). Unless terminated as provided for below, this Agreement will automatically renew annually thereafter for extension terms of one (1) year each, February 1 to January 31 (each a Term Year).
- B. **Termination.** This Agreement may be terminated by any party for any reason by written notice to the other parties of at least fifteen (15) days. The parties may also terminate this Agreement at any time by mutual agreement in writing.
4. **Responsibility.** To the extent permitted by Ohio law, including but not limited to the Ohio Constitution, R.C. Chapter 2743 et seq. and R.C. §3345.40, each party agrees to be responsible for any negligent acts or omissions arising out of this Agreement by or through itself or its employees and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement will impute or transfer any such from one party to another party.
5. **Non-exclusive.** This Agreement does not restrict UTMC from accepting patients initiated by other referrals nor does it restrict BOARD from referring patients to other institutions.
6. **Compliance.** It is the intent of the parties to comply with the Federal Anti-Kickback (42 USC 1320a-7b) and the “Stark” Physician Anti-Self Referral (42 USC 1395nn) Statutes and any related regulations, including amendments and any similar state requirements. In the event of a determination that this Agreement is not in compliance with these laws, then the parties will negotiate in good faith to conform this Agreement. Any additional services provided by a party to this Agreement, including personnel, marketing or other items of value will be paid for by the receiving party at a rate consistent with fair market value.
7. **Notices.** Any notice required, permitted or desired to be given under this Agreement will be in writing and will be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

UTMC: The University of Toledo Medical Center  
3000 Arlington Ave.  
Mulford Library Building – MS 1097  
Toledo, Ohio 43614  
Attn: Chief Executive Officer, UTMC

UTP: University of Toledo Physicians, LLC  
3000 Arlington Ave.  
Mulford Library Building – MS 1165  
Attn: Chief Operating Officer

BOARD: Wood County ADAMHS Board  
745 Haskins Rd. Suite H  
Bowling Green, Ohio 43402

8. **Insurance.** UTMC and UTP will each maintain professional liability and general liability insurance coverage for its employees in the amount of at least \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Such insurance may include self-insured funds. UTMC and UTP will provide written evidence of said insurance upon request.
9. **Compliance with Law.** In performing their respective obligations under this Agreement, the parties will comply with all applicable federal and state laws, rules and regulations, including, but not limited to, those laws and regulations governing the maintenance of clinical or medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency. The parties expressly agree that nothing contained in this Agreement will require a party's representatives to refer or admit any patients/residents to, or order any goods or services from or to the other parties to this Agreement. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b) or any other similar state or federal laws. UTMC and UTP agree that they are in compliance, and will maintain compliance, with all billing and claims submission laws and regulations during the term of this Agreement and fees hereunder are not an incentive for Board to refer patients/residents and/or laboratory services to UTMC or UTP. UTMC and UTP certify that they, and their employees and agents, comply with, are not under investigation for violations of, and have never been convicted of or sanctioned for violations of, any Federal and State laws governing the Medicare and Medicaid programs (including but not limited to, provisions regarding the billing of services and the referral of patients/residents), laws relating to patient abuse or neglect, health care fraud, and laws governing controlled substances. UTMC and UTP further represent that no individual providing Services pursuant to this Agreement is excluded from participation in either the Medicare or Medicaid programs.
10. **Miscellaneous.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement, including its exhibits, schedules, and attachments which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other communications, whether written or oral and is binding upon the parties' successors, heirs, executors, legal representatives, and permitted assigns. This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by all parties hereto. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, and


any attempt to the contrary will be void. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason by final judgment of a court of competent jurisdiction, the remaining provisions or portions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law. Waiver of any provision in one instance will not preclude enforcement on future occasions. Any such waiver must be in writing in order to be effective, and no such waiver or waivers will serve to establish a course of performance between the parties contradictory to the terms hereof. Headings are for reference purposes only and have no substantive effect. Whenever the context of this Agreement requires, words used in the singular will be construed to mean and include the plural and vice versa, and pronouns of any gender will be deemed to include and designate the masculine, feminine, or neuter genders. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized officers.

**THE UNIVERSITY OF TOLEDO**

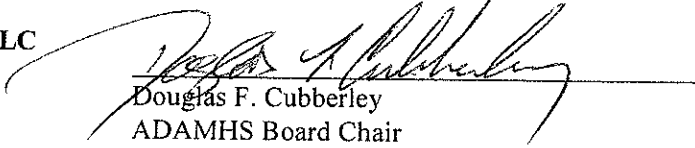
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Daniel Barbee  
Chief Executive Officer  
University of Toledo Medical Center

**BOARD**

  
\_\_\_\_\_  
By: Tom Clemons  
Its: Wood County ADAMHS Board Executive Director

**UNIVERSITY OF TOLEDO PHYSICIANS, LLC**

\_\_\_\_\_  
Bryan C. Moloney  
Chief Physician Executive

  
\_\_\_\_\_  
Douglas F. Cubberley  
ADAMHS Board Chair

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Matthew Oestreich, Auditor of Wood County, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053-0253-5401.00 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$50,000.00.

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Matthew Oestreich, Wood County Auditor

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Date

## EXHIBIT A

### SERVICES, PATIENT QUALITY MEASURES, ADMISSION AND DISCHARGE

1. **Services.**

- A. UTMC will establish and operate a 10-bed youth acute psychiatric inpatient unit (“Program”).
- B. Rakesh Goyal, MD will serve as the medical director of the Program (“Medical Director”).
- C. UTMC along with UTP will provide youth acute psychiatric inpatient services to youths aged 13-17. Twelve year olds may be considered but are subject to Medical Director’s approval.

2. **Patient Quality Measures:**

UTMC will monitor and adhere to the following patient level quality metrics:

- A. 80% of patients will receive a neuropsychological evaluation and full diagnostic assessment
- B. 90% of patients will receive treatment plan coordination with outpatient team upon admission and discharge
- C. 100% patients will receive a full medication history review and documentation of reasoning for current medication choices
- D. 100% of patients will receive a detailed future treatment plan upon discharge including:
  - i. Behavioral plan
  - ii. Therapy plan
  - iii. Medication plan—scheduled and prn

3. **Admission.**

- A. Patient referrals will be screened by phone by the charge nurse. The charge nurse will then contact the youth’s mental health board (BOARD or a Participating Board) to obtain approval for admission to the Program.
- B. Admission criteria is as follows:
  - i. The youth is diagnosed with a serious mental disorder, as defined in current DSM, and his or her needs can be met by the Program;
  - ii. The youth is between the ages of 13 and 17. Twelve year olds may be considered but are subject to the Medical Director’s approval; and
  - iii. The youth’s functional level shows a moderate to severe impairment in critical domains, including, but not limited to: (i) risk behavior (homicidal, suicidal, etc.), (ii) family relationship, (iii) cognitive and affective ability, and (iv) other factors contributing to the severity and duration of the behavior.
  - iv. If the youth has a history of criminal sexual activity, admission is subject to the Medical Director’s approval.



- C. Exclusionary criteria that prevents admission to the Program is as follows:
- i. Youths who are non-verbal and unable to take care of their own activities of daily living (ADLs) due to developmental disabilities;
  - ii. Youths with a primary diagnosis of chemical dependency without co-existing mental health problems;
  - iii. Youths with only environmental problems such as housing;
  - iv. Youths who have medical needs that, through the course of managing their medical needs could compromise the safety of the program. Examples are individuals who require oxygen, insulin pumps, etc.; or
  - v. Youths that are part of the same family seeking admission at the same time.
- D. Upon acceptance of the youth for admission, the following information will be requested from the referring agency:
- i. Status of youths custody;
  - ii. Most recent completed psychosocial;
  - iii. Most recent physical or completed health history assessment;
  - iv. Current list of medications;
  - v. Most recent treatment plan;
  - vi. Name and contact information of the case manager assigned to the youth to assist with treatment collaboration and discharge planning;
  - vii. Name and contact information of the individual who is able to consent to the start of new medication, if deemed clinically appropriate; and
  - viii. Any additional information or special considerations that that board deems appropriate.
- E. If the youth is in the custody of his or her county, consent to treat must be obtained prior to the youth entering the Program.
4. **Denials.** If a youth is denied admission, Medical Director will contact the referring agency within one business day and review and verify the youth's information, provide the reason for the denial and provide recommendations for alternative care for the youth.
5. **Collaboration.** Throughout the course of treatment, the youth's case manager must be actively involved and collaborate in the care provided to the youth by attending team meetings and assisting with discharge planning.
6. **Discharge.**
- A. Once a youth is admitted to the Program, discharge planning will be initiated by the Program treatment team. Discharge planning will be a collaborative process that involves the Program treatment team, parents/guardians, when applicable, and the referring agency.

- B. The Program treatment team will work to establish discharge plans based on the clinical needs of the youth which may include, but not limited to, one or more of the following:
  - i. Outpatient follow-up with a psychiatrist
  - ii. Outpatient follow-up with a therapist
  - iii. Residential placement
  - iv. Inpatient step-down care
- C. At the time of discharge, a summary of care will be provided which will include a copy of the treatment plan, a review of medications and medication information sheets, if applicable, and any additional discharge instructions.
- D. A discharge summary will be provided to the next provider of service.