



**FINANCIAL AGREEMENTS &
MEMORANDUMS OF AGREEMENT
FOR LONG TERM CARE FACILITIES**

March 10, 2011

DoH TRANSPORTATION CONTRACT

This agreement is entered into between the North Dakota Department of Health, Department Operations Center (NDDoH-DOC) and the Unknown Health Care Facility (Facility), Location.

1. **PURPOSE**

Facility, upon receiving an emergency response activation notice from NDDoH-DOC, agrees to utilize facility assets to transport displaced residents from evacuated facilities to destination facilities as resources and circumstances allow. Facility agrees to respond with transportation vehicle to a location to be determined by NDDoH-DOC at the time of deployment and remain under the direction of the NDDoH-DOC or designee until completion of the authorized transportation trip.

Facility shall participate in the NDDoH-DOC patient tracking system and maintain records regarding transportation activities on NDDoH-DOC provided forms.



DoH TRANSPORTATION CONTRACT

3. **TERM OF AGREEMENT**

This agreement shall be for a period beginning with a declaration of flood emergency and terminating at the conclusion of the flood emergency. **APPLICABLE LAW**

The laws of the State of North Dakota shall govern this agreement.

4. **COMPLIANCE WITH LAWS**

The Facility agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to public records and the confidentiality of records.

5. **SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.



DoH TRANSPORTATION CONTRACT

7. **WAIVER**

The failure of the NDDoH-DOC to enforce any provisions of this agreement shall not constitute a waiver by the NDDoH-DOC of that or any other provision.

8. **MERGER, WAIVER AND MODIFICATION**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Any such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in the agreement regarding this agreement. The Facility's authorized representative by his/her signature acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.



DoH TRANSPORTATION CONTRACT

7. RENEWAL

This agreement will not automatically renew.

INDEMNITY

The NDDoH-DOC and the Facility each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

10. SPECIAL CONDITIONS

Pursuant to the attached agreement between North Dakota Department of Health, Department Operations Center (NDDoH-DOC) and North Dakota Department of Emergency Services, State Emergency Operations Center (NDDoH-SEOC), NDDoH-SEOC will process and provide reimbursement for services provided by the Facility through this agreement. Reimbursement will be dependent on the Facility's delivery of services for resident transportation and attendants providing care during transport. Reimbursement requests shall be based on the attached fee schedule. Reports and request for reimbursement (invoices) must be received by the NDDoH within 30 days of the conclusion of the emergency. NDDoH-DOC will forward all invoices received from the Facility to NDDoH-SEOC for payment. NDDoH-DOC will not assume any financial liability under this agreement.



DoH TRANSPORTATION CONTRACT

Fee Schedule for Long Term Care facilities providing transportation

***NOT YET APPROVED BY DoH ACCOUNTING**

Vehicle mileage	\$.75/mile
Driver	\$17.50 per hour
Certified Nurse Assistant Attendant	\$17.50 per hour
LPN Attendant	\$25.00 per hour
RN Attendant	\$35.00 per hour

Rates are intended to cover hours on duty, meals, and lodging. No additional reimbursement for expenses is covered in this contract.



DoH DISPLACED PERSON MEMORANDUM OF AGREEMENT

PURPOSE

Facility, upon receiving a specific request from NDDoH-DOC to admit an individual displaced due to the emergency event agrees to provide care to vulnerable citizens as resources allow.

Facility shall participate in the NDDoH-DOC patient tracking system and maintain records regarding eligibility criteria on NDDoH-DOC provided forms and agrees to seek third party reimbursement for patient/resident care provided.



DoH DISPLACED PERSON MEMORANDUM OF AGREEMENT

TERM OF AGREEMENT

This agreement shall be effective beginning with the date the declaration of emergency of flooding is made by the Governor of North Dakota and terminating at the conclusion of the flood emergency.

APPLICABLE LAW

The laws of the State of North Dakota shall govern this agreement.

COMPLIANCE WITH LAWS

The Facility agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to public records and the confidentiality of records.



DoH DISPLACED PERSON MEMORANDUM OF AGREEMENT

SEVERABILITY

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

WAIVER

The failure of the NDDoH-DOC to enforce any provisions of this agreement shall not constitute a waiver by the NDDoH-DOC of that or any other provision.



DoH DISPLACED PERSON MEMORANDUM OF AGREEMENT

MERGER, WAIVER AND MODIFICATION

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Any such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in the agreement regarding this agreement. The Facility's authorized representative by his/her signature acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

RENEWAL

This agreement will not automatically renew.



DoH DISPLACED PERSON MEMORANDUM OF AGREEMENT

INDEMNITY

The NDDoH-DOC and the Facility each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SPECIAL CONDITIONS

Pursuant to the attached agreement between North Dakota Department of Health, Department Operations Center (NDDoH-DOC) and North Dakota Department of Emergency Services, State Emergency Operations Center (NDDES-SEOC), NDDES-SEOC will process and provide reimbursement for services provided by the Facility through this agreement. Reimbursement requests shall be based on the attached fee schedule based upon on average Medicaid rates. Reimbursement will be dependent on the Facility's actual delivery of services for patient/resident care. NDDoH-DOC will forward all invoices received from the Facility to NDDES-SEOC for payment. NDDoH-DOC will not assume any financial liability under this agreement.



DoH DISPLACED PERSON MEMORANDUM OF AGREEMENT

Attachment

The Average Medicaid payment rates are:

Swing Bed	\$ 165 per day
Critical Access Hospital	\$1,143 per day
Acute Care Hospital, PPS	\$1,913 per day



**MEMORANDUM OF AGREEMENT
PAYMENT GUIDELINES FOR RESIDENT CARE AFTER EVACUATION
NORTH DAKOTA LONG TERM CARE FACILITIES**

Purpose:

This Memorandum of Agreement (MOA) is a voluntary agreement among North Dakota Long Term Care Facilities for the purpose of outlining payments due after an evacuation of residents because of a disaster.

Not a Legally Binding Contract:

Nothing in this MOA is intended to create any legal relationship among the organization other than that of independent entities agreeing with each other solely for the purpose of assisting each other during a disaster or other critical situation.

This MOA is not a legal binding contract but rather a voluntary agreement.



**MEMORANDUM OF AGREEMENT
PAYMENT GUIDELINES FOR RESIDENT CARE AFTER EVACUATION
NORTH DAKOTA LONG TERM CARE FACILITIES**

Intent of MOA:

By signing this MOA, each facility is indicating its intent to abide by recommendations of payment outlined in the MOA in the event of a disaster. This MOA will cover Medicare, Medicaid and private pay billing during a disaster.

Payment of Resident Care and Services After Short-Term Evacuation:

- The Sending facility will continue to receive Medicare, Medicaid and private pay income on behalf of residents originally residing in their facility prior to evacuation.
- The Sending facility will continue to bill Medicare, Medicaid and private pay during the disaster.
- The Receiving facility will bill the Sending facility for the care of residents provided during a disaster.



**MEMORANDUM OF AGREEMENT
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NORTH DAKOTA LONG TERM CARE FACILITIES**

- The Receiving facility will bill per day according to the following methodology:
 - Receiving facility's Direct Care rate at the resident's classification for Medicaid and private pay residents OR the adjusted Labor portion of the Medicare classification rate for a resident who was in a Medicare benefit period prior to evacuation +
 - Receiving facility's Other Direct rate +
 - Overhead fee of \$6.00
- Receiving facility will be paid on a per day basis by the Sending facility. Day is defined as a 24-hour period, or any part thereof beginning at 12:00 a.m. and ending at 11:59 p.m. Receiving facility will be paid for both admission and discharge to Sending facility days for a visiting resident.



**MEMORANDUM OF AGREEMENT
PAYMENT GUIDELINES FOR RESIDENT CARE AFTER EVACUATION
NORTH DAKOTA LONG TERM CARE FACILITIES**

- Sending facility will provide reimbursement within 30 days following receipt of an invoice from Receiving facility. Payment to the Receiving facility may not be contingent upon collection of monies owed to the Sending facility by Medicare, Medicaid (including recipient liability) or private pay.
- Cost of staff or supplies provided by the Sending facility are the responsibility of the Sending facility and may not be billed to the Receiving facility.
- Receiving and Sending facilities may negotiate additional amounts for extraordinary circumstances related to a specific resident.
- Receiving and Sending facilities may negotiate payment when Sending facility rents and staffs space at Receiving facility



**MEMORANDUM OF AGREEMENT
PAYMENT GUIDELINES FOR RESIDENT CARE AFTER EVACUATION
NORTH DAKOTA LONG TERM CARE FACILITIES**

Payment for Resident Care and Services After a Long Term Evacuation:

If it is determined the Sending facility will not re-open within 30 days from date first resident was evacuated, residents will be discharged from the Sending facility and admitted as a resident in a Receiving facility and regular payment processes will apply (they will be treated as any other admission).

Payment for Residents transferred to Swing Bed Facilities during a Short Term Evacuation

- A Sending facility will pay \$180.69 per day to the swing bed for any resident who is transferred to a swing bed facility.
- The Sending facility will continue to bill Medicare, Medicaid and private pay during the disaster.



**MEMORANDUM OF AGREEMENT
PAYMENT GUIDELINES FOR RESIDENT CARE AFTER EVACUATION
NORTH DAKOTA LONG TERM CARE FACILITIES**

- The swing bed and Sending facility may negotiate additional amounts for extraordinary circumstances related to a specific resident.

Effective Date:

The term of this agreement shall be for any disaster declared in North Dakota during 2011.



QUESTIONS?

