

## **AGREEMENT BY AND BETWEEN EMS MC AND CITY OF BROKEN ARROW**

This Agreement (“Agreement”) is entered into by and between EMS MC and CITY OF BROKEN ARROW (“CLIENT”) as of November 9, 2018 (“Effective Date”).

**WHEREAS**, CLIENT is seeking to participate in the Oklahoma Emergency Medical Services (EMS) Certified Public Expenditure (CPE) program, and

**WHEREAS**, CLIENT is seeking a vendor to complete the necessary filing requirements, including the annual CPE cost report, and

**WHEREAS**, EMS MC possesses professional skills that can assist CLIENT; and

**WHEREAS**, CLIENT wishes to engage EMS MC as an independent contractor to perform certain professional services for CLIENT;

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, EMS MC will provide the following **CONTRACTED SERVICES** for CLIENT:

### **CONTRACTED SERVICES:**

1. Securing approval of the EMS CPE program. Designing, developing, and implementing an EMS supplemental reimbursement program including drafting the State Plan Amendment (SPA) package for OHCA to provide to the Centers for Medicare and Medicaid Services (CMS). Additionally, providing responses to CMS Requests for Additional Information (RAI), including but not limited to drafting email responses, participating in conference calls, and developing additional CMS-requested SPA language.
2. Drafting application materials and responding to requests for additional information necessary for CLIENT to gain approval to participate in the EMS CPE Program.
3. Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.
4. Providing a web portal to facilitate cost report data collection, calculate allowable costs and cost settlement, pre-submission auditing process, and preparation of audit files.
5. Collecting billing, financial, and response data necessary to prepare the annual cost report. Working with CLIENT and its vendors (if to design customized reports, as needed).
6. Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid recipients.
7. Conducting detailed analysis of CLIENT billing data to identify all reimbursable claims.

8. Preparing the annual cost report and assisting with all aspects of the submission of the cost report to OHCA.
9. Conducting comparative analysis to identify significant year-to-year trends in billing and financial data.
10. Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of MMIS billing reports generated by OHCA to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
11. Providing ongoing technical assistance on programmatic and policy issues related to the EMS CPE Program.

### **CONTRACT COMPENSATION & TERM:**

The term for services to be performed by EMS MC under this agreement will include three cost reporting periods with two additional option periods. It is assumed that the first three eligible cost reporting periods for CLIENT will include dates of service October 1, 2018\* – June 30, 2019 (SFY 19), July 1, 2019 – June 30, 2020 (SFY 20), and July 1, 2020 – June 30, 2021 (SFY 21). The first option period will encompass reporting for SFY 22 (July 1, 2021 – June 30, 2022) and the second option will cover SFY 23 (July 1, 2022 – June 30, 2023).

For each cost reporting period, EMS MC will collect a **ten percent (10%)** contingency fee for all revenues realized by CLIENT as a result of the EMS CPE cost reporting services performed under this agreement.

The table below displays the rates and anticipated payment dates for each reporting period.

#### **Compensation for EMS CPE Project**

Reporting Period (State Fiscal Year)	Eligible Period	Anticipated Date for CLIENT to Receive Payment from OHCA	Contingency Rate
SFY 19*	10/1/2018 – 6/30/2019	6/30/2020	10%
SFY 20	7/1/2019 - 6/30/2020	6/30/2021	10%
SFY 21	7/1/2020 - 6/30/2021	6/30/2022	10%
SFY 22 (Option #1)	7/1/2021 - 6/30/2022	6/30/2023	10%
SFY 23 (Option #2)	7/1/2022 - 6/30/2023	6/30/2024	10%

*\*Subject to date of CMS approval of EMS CPE Program*

All revenue due to CLIENT from the EMS CPE shall be paid in full directly to CLIENT from the State of Oklahoma (“payer”). After payment is received in full from the payer, in consideration of the professional services to be performed by EMS MC under the terms of this Contract, CLIENT shall pay EMS MC for services actually performed a contingency fee based on the additional revenues generated through cost report preparation and filing for the EMS CPE.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written above.

**City of Broken Arrow**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EMS MC**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_