

RESOLUTION NO. 2026-11

A RESOLUTION TO AUTHORIZE THE MIAMI VALLEY FIRE DISTRICT FIRE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OHIO DEPARTMENT OF MEDICAID, TO PARTICIPATE IN THE EMERGENCY MEDICAL SERVICES SUPPLEMENTAL PAYMENT PROGRAM

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, Ohio Department of Medicaid is the single state agency to administer the Medicaid Program in Ohio; and

WHEREAS, Ohio Department of Medicaid as part of its administration of the Medicaid Program, is authorized by Section 5164.6 of the Ohio Revised Code and regulated by 5160-15-30 of the Ohio Administrative Code to make ground emergency medical transportation supplemental payments to providers; and

WHEREAS, Miami Valley Fire District is a qualified ambulance provider whose mission includes transportation and clinical activities devoted to patient care and has demonstrated the gap in ambulance and other professional payments for care provided to Medicaid patients; and

WHEREAS, Ohio Department of Medicaid submitted a state plan amendment request to the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services seeking approval for the Ohio Department of Medicaid to make supplemental payments to providers for eligible ground ambulance services using intergovernmental transfers as the source of the state share for such payments as described by section 5164.96 of the Ohio Revised Code; and

WHEREAS, Miami Valley Fire District wishes to participate in the Emergency Medical Service Supplemental Payment Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1. The District Clerk is authorized to enter into a Memorandum of Understanding with the Ohio Department of Medicaid to participate in the Emergency Medical Service Supplemental Payment Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1. The District Clerk is authorized to enter into a Memorandum of Understanding (Exhibit "A") with the Ohio Department of Medicaid to participate in the Emergency Medical Service Supplemental Payment Program.

Section 2. This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3. This resolution shall be in full force and effect August 13, 2026, and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 13th day of August 2026.

<u>absent</u>	<u>—</u>
Terry Posey, President	Yes/No
<u>[Signature]</u>	<u>Yes/No</u>
Ann-Lisa Allen, Trustee	Yes/No
<u>[Signature]</u>	<u>Yes/No</u>
Steve Beachler, Trustee	Yes/No
<u>[Signature]</u>	<u>Yes/No</u>
Frank Fritsch, Trustee	Yes/No
<u>[Signature]</u>	<u>Yes/No</u>
Steve Green, Trustee	Yes/No

**OHIO DEPARTMENT OF MEDICAID
EMERGENCY MEDICAL SERVICE SUPPLEMENTAL PAYMENT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("Agreement") is entered into by and among the Ohio Department of Medicaid ("ODM"), and the health care provider ("Provider") identified on the signature page of this Agreement. ODM and Provider are each a "Party," and collectively, the "Parties."

Whereas, ODM is the single state agency to administer the Medicaid Program in Ohio.

Whereas, ODM as part of its administration of the Medicaid Program, is authorized by Section 5164.96 of the Ohio Revised Code and regulated by 5160-15-30 of the Ohio Administrative Code to make ground emergency medical transportation supplemental payments to Provider.

Whereas, Provider is a qualified ambulance provider whose mission includes transportation and clinical activities devoted to patient care and has demonstrated the gap in ambulance and other professional payments for care provided to Medicaid patients.

Whereas, ODM submitted a state plan amendment request to the U.S. Dept. of Health and Human Services' Centers for Medicare and Medicaid Services (CMS) seeking approval for ODM to make supplemental payments to Provider for eligible ground ambulance services using IGTs as the source of the state share for such payments as described by section 5164.96 of the Ohio Revised Code.

The Parties agree as follows.

ARTICLE I. RESPONSIBILITIES OF THE PARTIES

- A. ODM aims to disburse supplemental payments to Provider for eligible ground medical transportation services. Provider will transfer public funds to ODM via intergovernmental transfers (IGT) as authorized by 42 CFR §433.51 to be used as the state share of Provider's Medicaid expenditures for emergency medical services provided to Medicaid beneficiaries. ODM, upon receipt of the IGT, will draw down the federal share of Provider's Medicaid expenditures for emergency medical services provided to Medicaid beneficiaries. In compliance with applicable federal and state laws, ODM will then remit both the state and federal shares to the Provider.
- B. Provider shall maintain necessary records and supporting documentation applicable to payments made under the approved State Medicaid plan to assure that claims for federal funds are in accordance with applicable federal requirements.
- C. Provider agrees to be responsible for those damages or losses, which arise directly from the negligent acts or omissions of Provider's employees in performance of this Agreement, as may be determined by a court of competent jurisdiction.
- D. If any funds transferred to ODM by Provider are not needed for purposes outlined in this Agreement, ODM will return such funds to Provider, as applicable.

- E. Provider certifies that all funds transferred pursuant to this Agreement are public funds derived from permissible government sources. Provider certifies that it has authority to utilize and transfer funds pursuant to the terms of this Agreement. Provider is prohibited from transferring provider-related donations or funds raised through health-care related taxes. If any funds transferred by Provider are determined to be derived from impermissible sources or provider-related donations or health care-related taxes such that CMS adjusts future grant awards to ODM or disallows any expenditures claimed by ODM, the Provider agrees to reimburse ODM upon demand by ODM, in the amount of the adjustment or disallowance that is attributable to the impermissible source or provider-related donation and/or health care-related tax.
- F. Provider will cooperate with ODM and furnish ODM with any information and data needed by ODM for purposes of this Agreement.
- G. By signing this Agreement, Provider attests that they are operated by a government entity with taxing authority.

ARTICLE II. AGREEMENT PERIOD

- A. This Agreement shall become effective only upon approval of the state plan amendment by CMS and signature by the ODM director, and shall remain in effect until otherwise directed by CMS or terminated by ODM in accordance with state or federal statutes, regulations, or executive orders that relate to the supplemental payments, or terminated at the convenience of any Party at any time, without or without cause, by providing 30 days written notice to the other Party.
- B. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE III. NOTICES

- A. The Agreement Manager for ODM is Victoria Armour, or successor.
- B. Any written notice required by this Agreement, including any notice of termination, shall be sent to the Parties at the addresses appearing on the signature page of this Agreement.

ARTICLE IV. GENERAL PROVISIONS

- A. **Entirety of Agreement.** All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by all Parties. This Agreement replaces and supersedes any prior agreements between the Parties related to the supplemental payments described herein.
- B. **Amendments.** This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Parties to this Agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments.
- C. **Breach.** Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation, except arbitration. The waiver of any occurrence of breach or default

does not constitute waiver of subsequent occurrences, and the Parties retain the right to exercise all remedies mentioned herein.

- D. **Confidentiality of Information.** The Parties agree that they shall not use any information, systems, or records made available to any Party for any purpose other than to fulfill the obligations specified herein. The Parties specifically agree to be bound by the same standards of confidentiality that apply to the employees of the Parties and the State of Ohio. The terms of this section shall be included in any subcontracts executed by Provider for work under this Agreement. Provider must have ODM approval in writing for any subcontractors providing work under this Agreement that is subject to the terms of this Agreement and the supplement payment.

The Parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement. The Parties are responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by employees and contractors of the Parties. The Parties agree to current and ongoing compliance with Title 42 of the United States Code, Sections 1320d through 1320d-8 and the implementing regulations found at Title 45 of the Code of Federal Regulations, Sections 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- E. **Public Records.** Each Party agrees and acknowledges that the information provided by the other Party may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If either Party to this Agreement, receives a public records request for information related to this document, the Party receiving the request ("Party A") will promptly notify the other Party ("Party B") of the request. If Party B believes there is information that is confidential or proprietary and should not be released, Party A will provide a reasonable period of time for Party B to seek to have the confidential or proprietary information withheld from the document prior to releasing the document.
- F. **Records Retention.** All records relating to this Agreement shall be retained and made available by Provider for examination by the State of Ohio (including, but not limited to ODM, the Auditor of State of Ohio, Inspector General or any other duly authorized law enforcement officials) and agencies of the United States government for a minimum of three (3) years after termination of this Agreement. If an issue is raised during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Parties by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same Agreement.

ARTICLE V. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

**OHIO DEPARTMENT OF MEDICAID
EMERGENCY MEDICAL SERVICE SUPPLEMENTAL PAYMENT
MEMORANDUM OF UNDERSTANDING**

Signature Page

The Parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Medicaid.

Provider:

Ohio Department of Medicaid

Authorized Signature (Blue Ink Please)

Authorized Signature

Printed Name

Scott Partika, Director

Printed Name

Date

Date

Address

50 West Town Street

Columbus, OH 43215

Address

ODM Contract Number