

**Services Agreement
PAYER GROUP, LLC
Community Paramedic Pilot**

This Services Agreement for the Community Paramedic Pilot Program (the "Agreement") is entered into effective as of _____, 2016 (the "Effective Date") by and between Phoenix Health Plans, Inc., ("PAYER GROUP") and City of Goodyear ("FIRE AGENCY"). The FIRE AGENCY and the PAYER GROUP are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

PAYER GROUP is an Arizona health plan, licensed in the state of Arizona to offer and arrange for health care services for its members.

PAYER GROUP is a Covered Entity.

FIRE AGENCY is a Business Associate to Covered Entity and furnishes emergency medical services to patients in the Goodyear, Arizona community and as such, is a health care provider as that term is defined in 45 C.F.R. §160.103.

The Parties seek to jointly participate in a pilot program to provide patients who utilize FIRE AGENCY 911 emergency services ("Community Paramedic Pilot Program") or who have a defined set of chronic or acute medical conditions ("Complex Patient Management Program") with alternative treatment options, primarily through home visits, to better manage the appropriate utilization of 911 emergency services (collectively "the Program").

In connection with the Program, each party needs certain protected health information ("PHI") from the other party regarding the identity of patients who receive 911 emergency services and follow up emergency services from FIRE AGENCY.

The Program is consistent with the Parties' goal to ensure that patients who need emergency services receive appropriate treatment at the right time and at an appropriate treatment site and, therefore, PAYER GROUP desires to support the Program by providing FIRE AGENCY with PHI for the purpose of providing treatment and assisting with health care operations as permitted by the Health Insurance Portability and Accountability Act ("HIPAA").

The purpose of this Agreement is to outline the scope of services being provided and the terms and conditions under which FIRE AGENCY will receive certain PHI from PAYER GROUP for the purpose of managing health conditions, reducing the costs associated with chronic or acute health conditions, and reducing the impact on the 911 emergency response system and local emergency treatment facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and conditions and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing Recitals and the following provisions:

1. **Definitions.** For purposes of this Agreement, terms not defined or identified elsewhere in this Agreement are defined as follows:

A **"Business Associate"** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a covered entity.

"Case Managers" include members of the PAYER GROUP transitional care or case management team, including, but not limited to: Registered Nurses (RN), Social Workers, Pharmacists, Physicians, and Community Resource Aids (CRAs).

A **"Covered Entity"** means a health plan, health care clearinghouse, or health care provider who electronically transmits any health information in connection with transactions for which the United States Department of Health and Human Services has adopted standards.

"Health Care Operations" has the meaning given such term under 45 C.F.R. § 164.501.

"HIPAA Privacy Rule" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as each may be amended from time to time.

"HIPAA Security Rule" means the federal standards for the security of electronic protected health information which is found in 45 C.F.R. Part 160 and Subparts A and C of Part 164.

"Project" means the mutually agreed services undertaken by PAYER GROUP and FIRE AGENCY to which this Agreement applies.

"Project Manager(s)" shall mean each Party's Project management personnel responsible for management of resources, tasks, issues and deliverables in pursuit of the Project. Each Parties' Project Manager is responsible for jointly managing all phases of the Project including overall work plan, scope, issue, and risk management.

"Protected Health Information (PHI)" means information, maintained or transmitted in any form or medium, that: (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (ii) identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Treatment" means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers

relating to a patient; and the referral of a patient for health care from one health care provider to another.

2. **Obligations of PAYER GROUP**

2.1 **Candidate Identification.** PAYER GROUP shall be responsible for identifying individuals who are in need of alternative treatment that can be provided through the Program. FIRE AGENCY will use the PAYER GROUP's patient data list to identify patients to be provided home visits.

2.2 **Program Resources.** PAYER GROUP shall provide FIRE AGENCY case management resources to assist in the review and development of processes utilized in connection with the Program. PAYER GROUP shall provide oversight of the Program resources, including PAYER GROUP employees and equipment. PAYER GROUP shall provide additional resources as mutually agreed upon in writing by the Parties. PAYER GROUP shall be solely responsible for the hiring, supervision, direction, performance management and appraisal, and initiation and conduct of disciplinary action, including termination, of all PAYER GROUP staff provided pursuant to this Agreement.

2.3 **Payment.** PAYER GROUP shall provide FIRE AGENCY equal payments of \$10,000 dollars per month by the 15th day of each month for a period not to exceed twelve (12) consecutive calendar months

3. **Obligations of FIRE AGENCY**

3.1 **Candidate Selection.** FIRE AGENCY shall be responsible for reviewing PAYER GROUP's list of potential Program patients to identify previous interactions with FIRE AGENCY. FIRE AGENCY reserves the absolute right to determine which individuals it will admit into the Program. FIRE AGENCY shall consult with PAYER GROUP and make best efforts to admit patients identified by PAYER GROUP into the Program.

3.2 **FIRE AGENCY Staff.** FIRE AGENCY shall provide two (2), two-person teams, each consisting of a certified emergency medical technician and an emergency paramedic to establish an initial outreach visit to individuals identified as appropriate for participation in the Program, and shall provide other FIRE AGENCY personnel as needed to review and monitor the Program ("FIRE AGENCY Staff"). In the event individuals are identified by FIRE AGENCY certified emergency medical technician and/or emergency paramedic as requiring additional and or specific health care needs beyond the initial outreach as stated above, FIRE AGENCY will establish subsequent visits in accordance to each individual's specific health care need. FIRE AGENCY will utilize best efforts to notify PAYER GROUP each individual requiring subsequent visit(s) prior to visit. FIRE AGENCY Staff are employees of the City of Goodyear and are subject to all laws, rules, policies, regulations, procedures, standards, and contractual provisions applicable to City employees, including internal City FIRE AGENCY policies, procedures, and guidelines. The City of Goodyear shall be solely responsible for all salaries, wages, retirement, withholdings, workers' compensation, occupational disease and other appropriate insurance, unemployment compensation, other benefits, and all taxes and premiums appurtenant to said wages for FIRE AGENCY Staff provided pursuant to this Agreement. The City of Goodyear shall be solely

responsible for the hiring, supervision, direction, performance management and appraisal, and initiation and conduct of disciplinary action, including termination, of all FIRE AGENCY Staff provided pursuant to this Agreement.

3.3 **Program Services and Resources.** FIRE AGENCY shall provide home visits to individuals identified as potential participants in the Program. Home visits may occur on Monday through Friday and at times agreed to between the Parties. The schedule of such home visits shall be either directed or approved by FIRE AGENCY. FIRE AGENCY shall provide oversight of the Program resources including FIRE AGENCY Staff and equipment.

3.4 **Administrative Medical Director.** FIRE AGENCY shall provide an administrative medical director to provide program and protocol oversight during the entire program.

4. **Mutual Obligations**

4.1 **Project Documentation and Definition of Services.** The Parties shall jointly provide and/or develop the following services:

- i. Participate in joint meetings to develop Program opportunities and any existing requirements under this Agreement;
- ii. Analyze Program opportunities and initial requirements to identify a business impacts starting point or benchmark;
- iii. Conduct operational review of potentially impacted business areas, to determine what areas of support might be necessary for the Program, such as case management, data feeds, etc;
- iv. Document Program findings; and
- v. Develop business recommendations/strategy for measurement of Program results.

4.2 **Project Technical, Information or System Related Services.** The Parties shall jointly:

- i. Identify technical and system requirements or tools that can be utilized and shared as part of the Program; and
- ii. Develop a process for sharing data in accordance with applicable law.

4.3 **Project Training and Education for Services.** The Parties shall jointly:

- i. Identify training needs for the FIRE AGENCY staff and PAYER GROUP care management staff; and
- ii. Identify any additional training methods and resources available for developing and delivering training.
- iii. Perform training as necessary to meet the needs identified.

4.4 **Project Goals and Expectations.** The Parties shall complete their respective obligations, as described above, and shall work together where collaboration is necessary to achieve the following:

- i. Identifying, securing and maintaining the proper resources for Program success;
- ii. Managing all resources assigned to this Agreement;
- iii. Collaborating to create and maintain a project plan to manage the services provided pursuant to this Agreement;
- iv. Managing and resolving issues as needed;
- v. Identifying additional issues and attempting resolutions of such issues;
- vi. Expediting resolution of any business decisions that must be made to move the Program forward;
- vii. Holding status meetings as needed;
- viii. Keeping the Parties' senior management apprised of progress with periodic status reports;
- ix. Collaborating to evaluate ongoing project risks and advise on risk mitigation plans;
- x. Performing obligations expressly stated in this Agreement; and
- xi. Dedicating qualified resources for the Program as necessary to participate in and perform tasks as needed for the Program.

4.5 **Deliverables.** The Parties shall ensure the following materials are completed and delivered in a mutually agreeable format and timeframe. The timeframe for each of the listed deliverables shall be established by the parties no later than forty five (45) calendar days after the Effective Date of this Agreement:

- i. List of potential patients;
- ii. List of participating providers;
- iii. Goodyear Fire Department Administrative Medical Director Management written approval of process and protocols;
- iv. Benchmark development; and
- v. Post-Program review and comparison to benchmark.

HIPAA Privacy and Security Rule Compliance. As business associates, the Parties must ensure compliance with the HIPAA Privacy and Security Rules when using or disclosing PHI. The HIPAA Privacy Rule expressly permits covered entities, or a business associate on behalf of a covered entity, to use or disclose PHI for treatment or health care operations.

5. **Assumptions.** The Parties understand that if any of the following assumptions prove to be incorrect or if the defined obligations are not fulfilled, then scope and timelines may be affected. The Parties will work together to address any impact on this Agreement, which will be documented via a written and mutually agreed upon change process. The following assumptions are included as part of this Agreement:

- i. FIRE AGENCY will provide access to essential staff and materials necessary to support PAYER GROUP for the duration of this Agreement.

- ii. The Community Paramedic Pilot Program efforts may require coverage or participation Monday through Friday, 8:00 a.m. to 5:00 p.m., or as operationally feasible which will be determined by the FIRE AGENCY. When possible or appropriate, the Community Paramedic Pilot Program and the Complex Patient Management Program efforts should be performed Monday through Friday, 8:00 a.m. to 5:00 p.m.;
- iii. If either Party fails to complete its obligations in a timely manner, and such failure impacts the project's ability to be completed, both Parties shall coordinate in a mutually agreeable resolution;
- iv. No change to this Agreement will be made by FIRE AGENCY or PAYER GROUP unless mutually agreed to in writing by both Parties; and
- v. No professional services or activity except that which is specifically set forth herein shall be considered within the scope of this Agreement.

6. Timeframes, Fees, and Payment Terms.

6.1 **Timeframes and Fees.** It is estimated that the services specified in this Agreement will take approximately four (4) months to develop. However, the services may be rendered sooner if the Parties are able to develop the necessary protocols and processes to do so.

Estimated Resources Engaged During Project Term (not Full Time Employees)

Resource Type	FIRE AGENCY Resource	PAYER GROUP Resource
Medical Director	1	1
Project Lead	1	1
Business Analyst	0	1
Case Manager Lead	1	1
Case Manager	0	2
EMT/Paramedic	3-4	0

6.2 **Payment.** Each Party brings their own resources to the project. These resources may include, but are not limited to, personnel, equipment, software, process and protocols. PAYER GROUP shall make equal payments of \$10,000 dollars to Fire Agency by the 15th day of each month for a period not to exceed twelve (12) consecutive calendar months. In the event the program is not fully implemented within the mutually agreed upon timeframe and previously stated approximate four (4) month period, as specified above, or services are not rendered sooner than stated time period, the PAYER GROUP will not be required to make payments to FIRE GROUP, in whole or in part.

6.3 **Expiration or Termination Date of Services Agreement.** This Agreement shall expire one (1) year from the Effective Date (the "Expiration Date"). Either Party may terminate this Agreement prior to the Expiration Date provided that the terminating Party gives the other Party at least 30 days prior written notice. If the Agreement terminates prior to the Expiration Date, payment shall be prorated for the month the termination occurs and no payments shall be

required beyond the termination month. This Agreement may be extended or renewed based upon mutual agreement from both Parties for twelve (12) month successive terms.

7. **Service Management.** The designated contacts for this Agreement are:

**FIRE AGENCY: Paul Luizzi, Fire Chief
City of Goodyear
PO Box 5100
Goodyear, AZ 85338**

**PAYER GROUP: Torie Martin, Contract Administrator
Phoenix Health Inc.**

8. **Ownership.** Nothing in this Agreement is intended to grant FIRE AGENCY ownership rights in any intellectual property in any services or information provided or developed by PAYER GROUP hereunder. This provision shall survive termination of this Agreement.

9. **Confidentiality.** The Parties acknowledge that FIRE AGENCY will have access to Protected Health Information (PHI) of PAYER GROUP Participants that is confidential and legally protected from unauthorized use or disclosure. FIRE AGENCY agrees that, except as specifically permitted under this Agreement, it will not at any time disclose such information to others unless expressly permitted by HIPAA and/or applicable state law, pursuant to a business associate agreement, if applicable, or pursuant to a valid patient authorization. The Parties also agree to the terms of the Business Associate Subcontractor Requirements attached hereto as Exhibit A.

10. **Liability for Own Acts.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands and/or expenses of all kinds that may be the result of or arise out of any act or omission of such Party, its agents or employees under this Agreement.

11. **Assignment.** This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other.

12. **Regulatory Reference.** A reference in this Agreement to a section of the Privacy Rule or Security Rule shall mean the section as in effect or amended.

13. **Modification.** This Agreement may be modified or amended only by a written instrument executed by both Parties.

14. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be

ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

15. Entire Agreement. This Agreement contains the complete and full agreement between the Parties regarding the subject matter hereof.

16. Compliance. The Parties shall comply fully with all applicable local, state and federal laws, rules and regulations in performing their respective duties and obligations under this Agreement. Neither Party, nor any individual who performs services under this Agreement, shall at any time be on the List of Excluded Parties maintained by the Office of the Inspector General applying to federal and state health care programs including Medicare or Medicaid. Violation of this provisions may result in immediate termination by either Party.

17. No Agency or Partnership. Neither FIRE AGENCY nor PAYER GROUP is acting as the agent of the other with respect to the services provided under this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the FIRE AGENCY and PAYER GROUP.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the day and year set forth below.

PAYER GROUP

Signature: _____

Name: _____

Title: _____

Date: _____

FIRE Agency

Signature: Brian Dalke

Name: Brian Dalke

Title: City Manager

Date: 4/28/16

ATTEST:

City Clerk

Approved As To Form:

Lisa S. Wahl for
City Attorney

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Estimated Resources Engaged During Project Term (not Full Time Employees)

Resource Type	FIRE AGENCY Resource	PAYER GROUP Resource
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Project Lead	1	1
Business Analyst	0	1
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required beyond the termination month. This Agreement may be extended or renewed based upon mutual agreement from both Parties for twelve (12) month successive terms.

7. **Service Management.** The designated contacts for this Agreement are:

FIRE AGENCY: Paul Luizzi, Fire Chief
City of Goodyear
PO Box 5100
Goodyear, AZ 85338

PAYER GROUP: Torie Martin, Contract Administrator
Phoenix Health Inc.

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9. **Confidentiality.** The Parties acknowledge that FIRE AGENCY will have access to Protected Health Information (PHI) of PAYER GROUP Participants that is confidential and legally protected from unauthorized use or disclosure. FIRE AGENCY agrees that, except as specifically permitted under this Agreement, it will not at any time disclose such information to others unless expressly permitted by HIPAA and/or applicable state law, pursuant to a business associate agreement, if applicable, or pursuant to a valid patient authorization. The Parties also agree to the terms of the Business Associate Subcontractor Requirements attached hereto as Exhibit A.

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14. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be

ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

15. **Entire Agreement.** This Agreement contains the complete and full agreement between the Parties regarding the subject matter hereof.

16. **Compliance.** The Parties shall comply fully with all applicable local, state and federal laws, rules and regulations in performing their respective duties and obligations under this Agreement. Neither Party, nor any individual who performs services under this Agreement, shall at any time be on the List of Excluded Parties maintained by the Office of the Inspector General applying to federal and state health care programs including Medicare or Medicaid. Violation of this provisions may result in immediate termination by either Party.

17. **No Agency or Partnership.** Neither FIRE AGENCY nor PAYER GROUP is acting as the agent of the other with respect to the services provided under this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the FIRE AGENCY and PAYER GROUP.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the day and year set forth below.

PAYER GROUP

FIRE Agency

Signature: _____

Signature: Brian Dalke

Name: _____

Name: Brian Dalke

Title: _____

Title: City Manager

Date: _____

Date: 4/28/16

ATTEST:

City Clerk

Approved As To Form:

Kari S. Wahl for
City Attorney