

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR, CITY OF AVONDALE, CITY OF PEORIA,
CITY OF SURPRISE, AND SUN CITY FIRE AND MEDICAL DEPARTMENT
TO
DEVELOP A COMMUNITY PARAMEDICINE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT for the development of a grant-funded community paramedicine pilot project (“Agreement”) is entered into as of May 2, 2016 by and among the City of Goodyear, an Arizona municipal corporation (“Goodyear”), Avondale, an Arizona municipal corporation (“Avondale”), City of Peoria, an Arizona municipal corporation (“Peoria”), City of Surprise, an Arizona municipal corporation (“Surprise”) and Sun City Fire and Medical Department, an Arizona fire district (“Sun City Fire”). Goodyear, Avondale, Peoria, Surprise and Sun City Fire are collectively referred to in this Agreement as the “Partnering Agencies” and each individually as a “Party.”

RECITALS

- A. Mobile integrated healthcare is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. Community paramedicine is a locally designed, community-based, collaborative model of care that leverages the skills of paramedics and EMS systems to address health care gaps identified through a community-specific needs assessment.
- B. The Partnering Agencies desire to work cooperatively to create a regional approach to Mobile Integrated Healthcare and Community Paramedicine (“MIHP-CP”) service delivery and education development.
- C. The Partnering Agencies desire to work collaboratively to develop a regional community paramedicine pilot program that addresses patients who are high frequency users of the 911 system (“Program”), as well as to develop a regional community standard paramedic training curriculum (“Curriculum”).
- D. The Partnering Agencies desire to enter into this Agreement to set forth the responsibilities and obligations of the Partnering Agencies with respect to the Program and the Curriculum.
- E. The Partnering Agencies are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Program Components. The Program will consist of the following components: training and curriculum development, data collection, patient interactions, and data analysis, and development of performance measures.
2. Curriculum Development and Training. The Partnering Agencies' first task will be to develop the Curriculum and provide training to selected employees from each Party. To accomplish this task the Partnering Agencies will form a committee ("Training Committee").
 - 2.1 Each Party shall designate one employee to serve on the Training Committee. In addition, Gail H. Bradley, M.D., the contracted medical director for Peoria, Goodyear and Sun City Fire ("Medical Director"), shall serve on the Training Committee.
 - 2.2 The Training Committee shall determine the training modules to be included in the Curriculum. Notwithstanding the foregoing, the Curriculum shall include, but not be limited to, the following modules: electronic patient care reporting (ePCR) system and data collection; high frequency user (as defined in Section 4) patient list and selection; approaching patients safely and scripting the approach to the patient; stages of behavioral change and accessing crisis intervention; hospice/palliative care; community paramedic quality assurance; triggers for referral; and home safety, health and environment.
 - 2.3 The Curriculum shall be no less than eight (8) hours in duration but not more than forty (40) hours.
 - 2.4 In developing the Curriculum, the Training Committee shall seek input from all Fire Department based MIHP-CP programs within the Phoenix Metro west region.
 - 2.5 The Curriculum shall be a standardized curriculum suitable for use by all current and future MIHP-CP providers within Arizona.
 - 2.6 The Training Committee shall designate three paramedics from each Party to attend the initial training class.
 - 2.7 The Training Committee shall determine the location where the training will be conducted. The Partnering Agencies agree to work cooperatively to identify and make available suitable space at one of the Party's facilities for the training to be held.
 - 2.8 The training shall be provided by the Medical Director and other qualified individuals selected by the Training Committee.
 - 2.9 The Curriculum shall be developed and the training completed no later than October 28, 2016.
3. Data Collection. The Partnering Agencies will use an electronic patient care reporting system (ePCR) for the field collection of data.
 - 3.1 Before any patient interaction occurs, the Partnering Agencies shall work cooperatively to develop a data collection form that will be used by all Partnering Agencies. The data collection form shall be developed so that it enables the Partnering Agencies to create a database capable of tracking variables such as client demographics, services requested, patient diagnosis,

- chief complaint, referring physician, referrals to other services by a community paramedic, and outcomes.
- 3.2 The Partnering Agencies will use ZOI software as the data collection tool and will enter their data into one database.
 - 3.3 Each Party shall be responsible for its own data collection.
4. Patient Interaction. After the data collection form is developed and training is completed, the Partnering Agencies shall identify and contact the top 10% of high frequency users of 911 services. “High frequency users” are those patients that access the 911 system three or more times during a month or fifteen or more times in a year.
 - 4.1 The Partnering Agencies will work collaboratively to provide vehicles from their existing resources to be used in the Program. At a minimum the vehicles should be equipped with an MCT and a mobile radio and 2 portable radios capable of communication with the Phoenix Regional Dispatch Center.
 - 4.2 Goodyear and Avondale shall work cooperatively to staff one vehicle, and Peoria, Surprise, and Sun City Fire shall work cooperatively to staff one vehicle.
 - 4.3 Each vehicle shall be staffed with two paramedics (“Paramedic Team”). Notwithstanding the foregoing, if the Partnering Agencies are, on occasion, unable to staff a vehicle with two paramedics, a vehicle may be staffed with one paramedic and one emergency medical technician (EMT).
 - 4.4 Each vehicle shall be staffed up to 20 hours a week.
 - 4.5 In addition to staffing the vehicles, the Partnering Agencies shall identify and provide each Paramedic Team with medical and diagnostic equipment required for a MIHC-CP paramedic assessment. Such medical and diagnostic equipment may include, but is not limited to, cardiac monitors, thermometers, and blood pressure measuring devices. The Partnering Agencies agree to collaborate to assemble the required equipment from their existing supplies. There is no expectation that any Partnering Agency will purchase additional equipment solely for the use in the Program.
 - 4.6 The Paramedic Teams will contact patients who have been identified as the top 10% of high frequency users (“Participating Patients”) to determine their healthcare needs, their access to healthcare services, and the availability of resources to meet their daily needs.
 - 4.7 The Paramedic Teams will also provide information to Participating Patients on available resources in an effort to increase Participating Patients’ understanding and effective utilization of healthcare and community resources.
 - 4.8 The information the Paramedic Teams collect from Participating Patients shall be entered into one database.
 5. Data Analysis. Following the data collection through patient interaction, the Partnering Agencies will work cooperatively to review and evaluate the data using both patient specific and systematic criteria.
 - 5.1 The Partnering Agencies will evaluate the collected data to determine the Participating Patients’ perception of the Program’s value, and to measure the Participating Patients’ improved understanding and management of their

healthcare during the Program as well as the reduction in their reliance on the 911 system.

- 5.2 Using the collected data, the Partnering Agencies will evaluate the efficacy of implementing a regional Program as follows.

5.2.1 Correlate the reduction in 911 system use to readmission data for Participating Patients.

5.2.2 Determine the overall associated costs for providing the Program and identify a plan for its sustainability.

5.2.3 Extrapolate possible savings in healthcare costs.

5.2.4 Identify a regional inter-departmental MIHP-CP model that is cost-effective and outcome-driven.

5.2.5 Identify partnerships and a resource network for a sustainable regional Program.

6. Development of Performance Measures. Based on the data analysis, the Partnering Agencies shall develop performance measures for MIHP-CP service delivery.
7. Funding and Costs. The Program will be funded by a \$125,000 grant from St. Luke's Health Initiative to the City of Goodyear. The grant funds shall be equitably divided among the Partnering Agencies with estimated costs as follows: (1) \$80,000 shall be allocated evenly between the Partnering Agencies to cover staffing costs; (2) \$20,000 shall be allocated for Curriculum development; (3) \$20,000 shall be allocated for training costs; and (4) \$5,000 shall be allocated for payment to the Medical Director for her assistance with the Program.
8. Term of Agreement. This Agreement shall be effective upon the date of the last signature below ("Effective Date") and will remain in full force and effect for one (1) year. This Agreement may be renewed for successive one (1) year periods upon mutual consent of the Partnering Agencies in writing and signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
9. Termination. Any Party may terminate its participation in this Agreement with or without cause upon twenty (20) days written notice to the Partnering Agencies.
10. Amendments. This Agreement may be modified only by a written amendment signed by each Party's authorized designee.
11. Workers Compensation. Pursuant to A.R.S. § 23-1022 (D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Partnering Agencies. The primary employer shall be solely liable for any workers' compensation benefits. Pursuant to A.R.S. § 23-1022(E), each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances,

they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

12. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. This insurance requirement may be satisfied by the purchase of insurance or through the provisions of a self-insurance program.
13. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Partnering Agencies (as "Indemnitees") for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee(s) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
15. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
16. Nondiscrimination. The Partnering Agencies agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.
17. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Partnering Agencies warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each Partnering Agency has the right to inspect the documentation of the other Partnering Agencies to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the non-breaching Partnering Agencies.
18. Notice. All notices, claims, requests, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the addresses set forth below or at such other address as shall be indicated in writing by such Party. Service by certified mail shall be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In-person notice shall be deemed

received when delivered to such Party. Any notice required to be given under this Agreement shall be provided to all Partnering Agencies.

If to Avondale:	City of Avondale 11465 W. Civic Center Drive Avondale, AZ 85323 Attn: David Fitzhugh, City Manager
If to Goodyear:	City of Goodyear 190 N. Litchfield Road Goodyear, AZ 85338 Attn.: Brian Dalke, City Manager Copy to: Roric Massey, City Attorney
If to Peoria:	City of Peoria 8401 W. Monroe Street Peoria, AZ 85345 Attn: Carl Swenson, City Manager
If to Sun City Fire:	Sun City Fire and Medical Department 18602 N. 99 th Avenue Sun City, AZ 85373 Attn: Michael Thompson, Fire Chief
If to Surprise:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: Bob Wingenroth, City Manager Copy to: Robert Wingo, City Attorney

19. Governing Law. The laws of the State of Arizona shall govern this Agreement. Any suit or action pertaining to this Agreement shall be brought in the Maricopa County Superior Court.
20. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart being brought forward by a Party for approval by its legislative body or equivalent shall be signed and executed in accordance with that Party's practice. Neither a signature nor a signature line for every Party shall be required in each counterpart. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Partnering Agencies may be physically attached to a single document.
21. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not correctly inserted,

then upon the application of a Party, the Agreement will promptly be physically amended to make such insertion or correction.

22. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
23. Entire Agreement; Interpretation; Parole Evidence. This Agreement represents the entire agreement of the Partnering Agencies with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any party except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
24. Assignment. No right or interest in this Agreement shall be assigned or delegated by a Party to this Agreement without prior, written permission of each Party, signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
25. Legal Obligations. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF GOODYEAR

By: _____

Its: _____

Date: _____, 20____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF AVONDALE

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF PEORIA

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

CITY OF SURPRISE

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2016.

SUN CITY FIRE DISTRICT

By: _____

Its: _____

Date: _____

Attest: _____

Clerk of the Board

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Fire District Attorney