

CITY COUNCIL REPORT



Meeting Date: July 1, 2015
General Plan Element: ***Public Services & Facilities***
General Plan Goal: ***Provide a safe environment for all citizens, visitors and private interests***

ACTION

Mobile Integrated Healthcare Practice Program. Adopt Resolution 10176 authorizing Contract 2015-161-COS allowing the City to enter into an agreement with HonorHealth to assist in the provision of specific patient populations with alternative treatment options to improve the quality and efficiency of patient care in the community.

BACKGROUND

The Fire Department and HonorHealth have jointly developed a plan to implement a Mobile Integrated Healthcare Practice Program ("Program") to provide specified patient populations within the City of Scottsdale with alternative treatment options in order to improve the quality and efficiency of care and to better manage care provided to participants. As a result, HonorHealth wishes to contract with the City of Scottsdale for the provision of a Scottsdale Fire Department Captain/Paramedic to assist with the implementation of the Program.

Patient populations served by the proposed Program may include those who frequently utilize 911 emergency services, are at a high risk of readmission to a hospital, are chronically ill, or would benefit from post-discharge care, monitoring or education. Persons identified as candidates for the Program, upon their prior consent, will be assessed by Nurse Practitioners assisted by Paramedics who will develop individualized care plans and will arrange for, provide, or navigate participants to appropriate treatment. The goals of the Program shall include: a) improving the patient care experience, including quality of care and Participant satisfaction; b) improving the health of these patient populations; and c) reducing the overall cost of care.

The Program will be administered and led by HonorHealth staff with HonorHealth contracting with the Fire Department to provide a Fire Captain/Paramedic, associated supplies and a response vehicle. Mobile Integrated Healthcare is an evolving method to provide healthcare alternatives to the community and as such carries with it some potential additional risk exposure for the City. At no time will the Fire Department Paramedic be acting outside of their employment scope of practice or authority of the program's Medical Director.

ANALYSIS & ASSESSMENT

The Fire Department and HonorHealth performed several months of research utilizing historical data, Lean principles/tools, and other evidence-based practices found in the literature. This model will support the efforts of HonorHealth assisted by the Scottsdale Fire Department to improve clinical integration and population health within the Scottsdale community.

HonorHealth and the Scottsdale Fire Department can benefit in several ways from successful clinical integration while simultaneously supporting existing community agencies such as the City of Scottsdale Social Services departments by reducing cost, increasing system efficiencies, acting as a referral hub and navigator for patients with complex medical and social needs, and monitoring resource utilization to improve quality of care for the community. This is a one year agreement with the possibility of four, one year extensions.

RESOURCE IMPACTS

Available funding

Funding for the Captain/Paramedic will be provided by HonorHealth. Because this Program is valuable to the Scottsdale community at large, the Fire Department will be contributing an existing response vehicle and related paramedic supplies in support of the Program.

Staffing, Workload Impact

No additional staff required. One FTE Fire Captain- Paramedic will be redeployed to support this Program.

Future Budget Implications

Continuation of this Program shall be based on specific, measurable data and any unfunded budget requests would be submitted for review and prioritization.

Cost Recovery Options

The full cost of providing one FTE Fire Captain- Paramedic will be reimbursed through this agreement by HonorHealth.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 10176 authorizing Contract 2015-161-COS allowing the City to enter into an agreement with HonorHealth to assist in the provision of specific patient populations with alternative treatment options to improve the quality and efficiency of patient care.

Proposed Next Steps

Initiate Program

RESPONSIBLE DEPARTMENT(S)

Fire Department, EMS

STAFF CONTACTS (S)

Tom Shannon, Fire Chief, 480-312-1821, tshannon@scottsdaleaz.gov

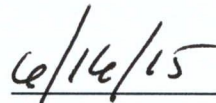
Joseph Early, Division Chief, 480-312-1861, jeary@scottsdaleaz.gov

APPROVED BY



Tom Shannon, Fire Chief

480-312-1821, tshannon@scottsdaleaz.gov



Date



Brian Biesemeyer, Acting City Manager

480-312-2811, bbiesemeyer@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution 10176
2. Contract 2015-161-COS Mobile Integrated Healthcare Practice Program

RESOLUTION NO. 10176

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO
EXECUTE AGREEMENT NO. 2015-161-COS WITH
HONORHEALTH FOR A MOBILE INTEGRATED HEALTHCARE
PRACTICE PROGRAM

WHEREAS, HonorHealth with the support of the City desires to arrange for or provide specified patient populations with alternative treatment options in order to improve the quality and efficiency of care provided to such patients by HonorHealth and the City's Fire Department through a Mobile Integrated Healthcare Practice Program ("Program"); and

WHEREAS, the Program is consistent with HonorHealth's and the City's mutual goal of assisting patients who utilize emergency services to receive appropriate treatment at the right time and at an appropriate treatment site and, therefore, the parties desire to mutually support and provide services to the Program;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor is authorized and directed to execute Agreement No. 2015-161-COS with HonorHealth for a Mobile Integrated Healthcare Practice Program.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 1st day of July, 2015.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

W. J. "Jim" Lane
Mayor

ATTEST:

Carolyn Jagger
City Clerk

APPROVED AS TO FORM:



Bruce Washburn

City Attorney

By: Luis E. Santaella

Senior Assistant City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR THE
MOBILE INTEGRATED HEALTHCARE PRACTICE PROGRAM**

This Professional Services Agreement for Mobile Integrated Healthcare Practice Program (the "Agreement") is entered into effective as of _____, 2015 (the "Effective Date") by and between HonorHealth, an Arizona non-profit corporation ("HonorHealth") and the City of Scottsdale, an Arizona municipal corporation ("City"), acting on behalf of its Fire Department

RECITALS

WHEREAS, HonorHealth owns and operates, among other healthcare entities, HonorHealth Scottsdale Osborn Medical Center, HonorHealth Scottsdale Shea Medical Center, HonorHealth Scottsdale Thompson Park Medical Center ("Hospitals") in Scottsdale, Arizona and are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") as defined in 45 C.F.R. §160.103;

WHEREAS, the City's Fire Department is not a covered entity for purposes of HIPAA but nevertheless furnishes emergency medical services to patients in the Scottsdale, Arizona community and as such, is a health care provider as defined in 45 C.F.R. §160.103;

WHEREAS, HonorHealth desires to arrange for or provide specified patient populations with alternative treatment options in order to improve the quality and efficiency of care provided to such patients by HonorHealth and the City's Fire Department, as more fully described herein ("the Program");

WHEREAS, the Program is consistent with HonorHealth's and City's mutual goal of assisting patients who utilize emergency services to receive appropriate treatment at the right time and at an appropriate treatment site; and

WHEREAS, the City desire to provide services to the Program.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following terms are defined for purposes of this Agreement.

1.1 **HIPAA Privacy Rule** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

1.2 **Covered Entity** means a health plan, health care clearinghouse, or health care provider that is subject to the standards, requirements, and implementation specifications of the

HIPAA Privacy Rule. Covered Entity in this Agreement shall mean any of HonorHealth's hospitals.

1.3 **Nurse Practitioner** means a registered nurse who: (a) is certified by the Arizona Board of Nursing ("Board"); (b) has completed a nurse practitioner education program approved or recognized by the Board and educational requirements prescribed by the Board by rule; (c) [holds national certification as a nurse practitioner from a national certifying body recognized by the Board] and (d) has an expanded scope of practice within a specialty area in accordance with Arizona law:

1.4 **Paramedic** means an employee of the City who has been trained in a paramedic program certified by the Director of the Arizona Department of Health Services or in an equivalent training program and who is certified by the Director of the Arizona Department of Health Services to render services pursuant to Arizona Rev. Stat. § 36-2205.

1.5 **Participant** means a patient of either party who meets Program criteria for participation and signs the appropriate consent forms to participate in the Program.

1.6 **PHI**, for purposes of this Agreement, means the minimum information necessary to identify a patient who is a candidate for the Program.

1.7 **Protected Health Information** 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.

1.8 **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; or the referral of a patient for health care from one health care provider to another.

1.9 **Medical Director** means a licensed physician who meets the requirements to provide administrative medical direction set forth in Arizona Administrative Code R9-25-201.

1.10 **Leadership Team** means the designated program leadership personnel from HonorHealth who are responsible for general oversight and direction of the Program. The City of Scottsdale through the Scottsdale Fire Chief shall appoint representatives to serve as advisors / consultants to the Leadership Team.

ARTICLE II

PROGRAM OPERATION

2.1 **Program Overview.** HonorHealth shall develop and implement the Program to provide specified patient populations with alternative treatment options in order to improve the quality and efficiency of care and to better manage care provided to Participants who reside in the City of Scottsdale. Such patient populations may include those who frequently utilize 911 emergency services, are at a high risk of readmission to a Hospital, are chronically ill, suffer from acute behavioral health crises, or would benefit from post-discharge care, monitoring or education. Persons identified as candidates for the Program, upon their prior consent, will be assessed by Nurse Practitioners, with the assistance of Paramedics, who will develop individualized care plans and will arrange for, provide, or navigate Participants to appropriate Treatment. The goals of the Program shall include: a) improving the patient care experience, including quality of care and Participant satisfaction; b) improving health of these patient populations; and c) reducing the overall cost of care. The Program aims to achieve improved health of populations by: (i) utilizing a mobile integrated healthcare practice design consisting of a 5/8 work week operation, a medical unit consisting of one full time NP and one full time Fire Captain/Paramedic (ii) providing data-driven support to the community's vulnerable population; and (iii) building practice models based on new and evolving evidence-based practice information.

2.2 **Program Governance.** HonorHealth shall implement and manage the Program exclusively through the Leadership Team, which shall be responsible for general oversight and direction of the Program. HonorHealth shall appoint one member of the Leadership Team to serve as its contract administrator for this Agreement. The City's Fire Chief shall be responsible for designating which City representative shall serve as the City's contract administrator.

2.3 **Program Leadership.** The Leadership Team on behalf of HonorHealth shall establish and appoint members of a Care Coordination Council. The Care Coordination Council shall report directly to the Leadership Team and may consist of representatives from local support services and healthcare organizations and the City of Scottsdale. The Care Coordination Council may review and discuss each Participant and make recommendations regarding the Participant's care plan. The Care Coordination Council shall meet regularly to facilitate positive sharing and communication about how to best provide coordinated navigation and care for Participants.

The City represents and warrants that personnel that it offers to provide services hereunder: (i) are qualified and have the necessary education, training and experience in providing the services required hereunder; and (ii) have and maintain in good standing all licenses, certifications, registrations and authorizations required by applicable state and federal law or regulation to provide the services required hereunder. Further, the City represents and warrants that neither it, nor any personnel providing services hereunder, are or have ever never been debarred, sanctioned or excluded by any governmental health program, including but not limited to Medicare and Medicaid programs, or from contracting with any agency of the federal government or a state. The City shall promptly notify HonorHealth if any representation or warranty set forth above becomes untrue or inaccurate in any material respect.

2.4 **City Services.** In general, it is anticipated that the City will provide the following services to the Program:

2.4.1 **Personnel.** The City's Fire Department shall provide personnel, including, one Captain/Paramedic, equipment and supplies for the Captain/Paramedic, as are reasonably necessary for operation of the Program as determined by the Leadership Team. For the initial twelve (12) month period of the Program, the City's Fire Department will provide an existing available response vehicle and continue to fund its operating costs. If this Agreement is extended, the parties will mutually agree upon future funding of a response vehicle. For the initial twelve month period, HonorHealth will provide the funding for the Captain/Paramedic in the amount of \$120,835.00 with the full amount due no later than October 31, 2015. If this Agreement is extended, the parties will mutually agree upon future funding of the Captain/Paramedic position.

2.4.2 **Participant Identification and Consent.** The City's Fire Department will identify patients who may benefit from the Program through 911 calls and/or a proactive review of its patient records. Upon identifying eligible candidates for the Program, Fire Department will contact the patients to obtain written consent to participate in the Program and authorization to use or disclose PHI using forms approved by the Program. Fire Department will notify HonorHealth of the patients it has contacted.

2.4.3 **Patient Care Services.** Once a Participant is identified and executes the appropriate consent forms, the Participant will be evaluated and a care plan will be developed. Input from the Care Coordination Council may be considered when developing individualized care plans. Participant care plans will be executed by Program personnel, including the Captain/Paramedic. Participant interactions may occur face-to-face, in the home, in the hospital, or by telephone or electronic communication. Care plans will be continuously updated with the ultimate goal of graduating the Participant when care objectives and educational processes have been met.

The City shall provide services hereunder consistent with relevant federal and state law. All patient care services provided by the City under this Agreement shall be provided only within the practitioner's license and scope of practice.

2.5 **Liability for Own Acts.** Each party shall be responsible for its own acts and omissions. Neither party assumes responsibility for the other party's acts or omissions regardless of whether the actor is an officer, agent, volunteer or employee of the other party. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its officials including those elected or appointed, officers, employees, agents and volunteers, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees. This paragraph shall survive termination or expiration of this Agreement.

ARTICLE III

CONFIDENTIALITY OF PATIENT INFORMATION

3.1 **HIPAA Privacy Rule Compliance.** As a Covered Entities, HonorHealth and Hospitals must ensure compliance with the HIPAA Privacy Rule when using or disclosing PHI to the Fire Department. The HIPAA Privacy Rule at 45 C.F.R. §164.506(c) expressly permits covered entities and health care providers to share Protected Health Information for Treatment activities.

3.2 **Limited Use of PHI and Patient Consent.** Neither party will contact or attempt to contact patients using the PHI provided by the other party for purposes other than in furtherance of the Program. The parties (or the ACO care managers) will obtain an appropriate authorization in accordance with the requirements of HIPAA from any patient who is interested in participating in the Program prior to requesting additional Protected Health Information, such as medical history, using a form approved by the Program.

3.3 **Confidentiality.** The parties acknowledge that the City's Fire Department will have access to Protected Health Information of HonorHealth that is confidential. The City 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. Any requests for PHI brought pursuant to Arizona public records statutes A.R.S. 39-121 will be declined by the City and notice thereof will be given to HonorHealth, promptly so HonorHealth can file its own objection, if it so chooses.

ARTICLE IV.

TERM AND TERMINATION

4.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall terminate on July 2, 2016 unless extended as provided herein.

4.2 **Extensions.** The parties may mutually agree to extend this Agreement for up to four (4) one (1) year periods.

4.3 **Termination.** Either party may terminate this Agreement without stating cause upon fourteen (14) days prior written notice to the other party.

4.4 **Effect of Termination.** Upon termination of this Agreement for any reason, all obligations of the parties shall cease immediately and automatically except for those obligations which by their express terms survive termination.

ARTICLE V

GENERAL PROVISIONS

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

5.2 **Choice of Law and Venue.** This Agreement shall be construed and governed by the laws of the State of Arizona and venue shall be Maricopa County Superior Court.

5.3 **Modification.** Except as otherwise specified herein, this Agreement may be modified or amended only by a written instrument executed by both parties.

5.4 **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.

5.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and any such modifications must be signed by both parties.

5.6 **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.

5.7 **Third Party Beneficiaries.** This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

5.8 **Trademarks, Service Marks, and Logos.** Unless there is written consent of the relevant party, no party shall use the name or any substantive part of the name, logo, symbol, trademark or service mark of any other party in any advertising, publicity, or publication, or otherwise make, use or sell material reflecting such rights, except to the extent that it may be necessary to comply with any applicable law or regulations.

5.9 **Independent Contractor.** . In the performance of the work hereunder the City shall be an independent contractor of HonorHealth. The City is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of HonorHealth unless expressly authorized in writing by an officer of HonorHealth. Under no circumstances shall either HonorHealth, the Hospitals or the City, or any of their respective employees, look to the other as his/her employer, or as a partner, agent or principal. Neither HonorHealth, the hospitals nor the City, nor any of their respective employees, shall be entitled to any benefits accorded to the other's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. The City and HonorHealth, and the Hospitals shall be each be responsible for providing, at their own expense, and in their own

names, unemployment, disability, worker's compensation and other insurance, necessary for cover their own employees who provide services in furtherance of the Program.

5.10 **Insurance.** Each party shall maintain, at its own expense, the following types of insurance in such minimum, reasonable amounts as approved by the other party and as required by law: commercial general liability coverage; errors and omissions liability coverage; automobile liability coverage; workers compensation coverage; any other type of coverage deemed reasonable and prudent by the parties for operation of the Program. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance evidencing the coverage shall continue for three (3) years past the completion or termination of this Contract. Notwithstanding anything to the contrary in the foregoing, HonorHealth shall provide professional healthcare services liability insurance with limits of \$1,000,000 each medical incident/\$1,000,000 annual aggregate for the individual who is serving as the Captain/Paramedic in his/her capacity as Captain/Paramedic as required herein. Such insurance coverage will only apply for said individual while acting as an agent of the City, performing services required under this Agreement and such coverage shall name the City of Scottsdale as an additional insured. Coverage will be written on a primary and non-contributory basis to any self-insurance or insurance coverage provided to the Captain/Paramedic by the City of Scottsdale. HonorHealth will immediately notify the City's contract administrator in writing in the event such coverage is cancelled. The individual serving as the Captain/Paramedic shall agree to be educated and comply with the risk management programs and insurance conditions of HonorHealth and the Scottsdale Captive Insurance Company. Insurance provisions stated in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Article will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.11 **Statutory Cancellation Right.** In addition to its other rights hereunder, the City shall have the cancellation rights specified in A.R.S. § 38-511 (relating to conflicts of interest).

5.12 **Compliance with the e-Verify Program.** To the extent applicable under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

5.13 **OFCCP:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their

race, color, religion, sex, sexual orientation, gender identity, age, marital status, genetic information, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, age, marital status, genetic information, national origin, protected veteran status or disability.

5.14 **Counterparts**. This Agreement may be executed and delivered by facsimile or .pdf and the signature of any party to this Agreement delivered by facsimile or .pdf shall be deemed an original signature for all purposes. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page.

(remainder of page left blank)

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.

**HONORHEALTH, on behalf of
itself and the Hospitals**

By: _____

(Signature)

Name: _____

RIMAN SILVER

(Please Print)

Title: _____

SVP

Date: _____

6/15/15

City of Scottsdale

By: _____

(Signature)

Name: _____

W.J. "Jim" Lane

(Please Print)

Title: _____

Mayor

Date: _____

ATTEST:

Carolyn Jagger

City Clerk

APPROVED AS TO FORM:

Bruce Washburn

Bruce Washburn

City Attorney