

TO: Honorable Mayor and City Council
FROM: Tim Malchow, Ambulance Director
SUBJECT: Approve Community Paramedic Agreement with MCHS-CF
DATE: January 19, 2016

BACKGROUND

The Cannon Falls Ambulance Service has been working with Mayo Clinic Health Systems – Cannon Falls over a period of time to start a community paramedic program. MCHS-CF has developed a procedure to refer patients to the Cannon Falls Ambulance to have a community paramedic come out to their home and provide medical treatment. Cannon Falls Ambulance then would report their findings and treatments to MCHS-CF.

Cannon Falls Ambulance will bill for community paramedic work. This is billed at \$100.00 an hour or \$25.00 a quarter hour. Medicaid is currently the only insurer to cover community paramedic work and their rate of reimbursement is \$60.00 an hour billed at the quarter hour.

Cannon Falls Ambulance Service has two community paramedics and they are excited to start this new venture. The goal of the community paramedic program is to provide care to patients and prevent hospital readmissions through chronic disease management.

REQUESTED COUNCIL ACTION

Request a motion to approve the proposed agreement with MCHS-CF for the community paramedic program.

AGREEMENT FOR COMMUNITY PARAMEDIC SERVICES

AGREEMENT made this _____ day of _____, 2016, by and between the **CITY OF CANNON FALLS**, a Minnesota municipal corporation ("Contractor") and **MAYO CLINIC HEALTH SYSTEM - CANNON FALLS**, a Minnesota nonprofit corporation ("Mayo").

R E C I T A L S

A. Mayo is a Minnesota nonprofit corporation organized under applicable state laws whose purposes include providing health care services to patients in the community.

B. Contractor is a Minnesota municipal corporation that employs paramedics who are trained to provide community paramedic services to patients as described herein.

C. Mayo desires to obtain community paramedic services from Contractor on the terms and conditions stated in this Agreement for Community Paramedic Services, and Contractor desires to provide such services on those terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. Services. Contractor shall provide the community paramedic services described in Exhibit A of this Agreement (the "Services").

Section 2. Qualifications. Contractor and all Contractor personnel providing the Services under this Agreement shall: (i) hold and maintain all federal, state, and local approvals, licenses, permits, and certifications required to perform the Services ("Qualifications"); and (ii) be a participating provider in such healthcare programs maintained by private or governmental payors as designated by Mayo. Contractor will maintain evidence of Qualifications and will provide documentation of such Qualifications to Mayo upon request. Contractor shall immediately notify Mayo in writing of any lapse, nonrenewal, revocation, or suspension of any Qualification, or of any formal allegation (including any complaint, indictment, or other initiation of proceedings) made before a court of law, licensing or regulatory authority, or professional organization, which allegation relates adversely to Contractor's operation or the fitness of Contractor or any Contractor personnel providing the Services, including, without limitation, any allegation of drug or alcohol abuse, of violations of any law or regulation relating to controlled substances, of professional malpractice or professional misconduct, of improper billing practice, or of any crime involving moral turpitude.

Section 3. Contractor's Responsibilities. Contractor agrees to work diligently and to devote its best efforts to provide the Services as outlined in Exhibit A. Specific conditions of Contractor's responsibilities are as follows:

- (a) Contractor will devote such time and effort as may be needed to provide the Services in a competent, efficient, safe and satisfactory manner, consistent with accepted standards of practice and in cooperation with Mayo. Contractor will not permit subcontractors to perform the Services without the written consent of Mayo.
- (b) Contractor shall maintain an accurate record of all transactions undertaken by Contractor in connection with the business of Mayo, and shall furnish such information from time to time to Mayo upon Mayo's request or in accordance with a schedule agreed upon by the parties from time to time.
- (c) Contractor shall be responsible for compliance of all work performed under this Agreement with all applicable federal, state, and local laws, rules, and regulations including, but not limited to, all safety regulations applicable to the work including regulations of the Occupational Safety and Health Administration and all environmental regulations of the state and federal environmental protection authorities. Contractor shall comply with all requests of Mayo regarding compliance of Contractor's personnel and equipment with Mayo's rules and policies.
- (d) Contractor shall have no authority to bind Mayo without the written consent of Mayo.
- (e) Contractor shall not communicate with any federal, state, or local government agency on behalf of Mayo without the written consent of Mayo unless otherwise required by law.
- (f) Contractor represents and warrants that no employee of Mayo whose position enables him/her to influence any purchase or other transaction as a result of this Agreement, and no employee's spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in any transaction resulting from this Agreement.
- (g) Contractor represents and warrants that it has not been excluded, nor any of its personnel been excluded, from payment for federal healthcare programs, nor do they appear on the List of Excluded Individuals/Entities of the Office of the Inspector General of the Department of Health and Human Services.

Section 4. Fees, Billing and Collection. Except as otherwise agreed to by the parties, Contractor is responsible for billing for the Services rendered by Contractor and its personnel under this Agreement. Mayo hereby assigns to Contractor the right to bill patients, Medicare, Medicaid or any other third party payer for such Services. Mayo agrees to take all steps reasonably requested by Contractor to assist in the billing and collection of amounts due for any the Services rendered pursuant to this Agreement including providing Contractor the name and address of a Mayo patient who are referred to Contractor.

Section 5. Term and Termination.

5.1 Term. Contractor shall begin providing the Services on December 1, 2015 or such other date agreed to in writing by the parties (the “Commencement Date”) and shall continue such Services for an initial term of one (1) year (the “Initial Term”), unless sooner terminated under Section 5.3. Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each (a “Renewal Term”), unless terminated under Section 5.3. Contractor represents and warrants to Mayo that the performance of this Agreement will not interfere with or violate the terms of any other agreement that Contractor may have.

5.2. Performance Evaluation. The Services provided by Contractor under this Agreement will be evaluated annually using the following Performance Measures:

- (a) During the past 12 months, Contractor had no patient injuries related to the community paramedic services provided; and
- (b) During the past 12 months, Contractor resolved any physician or other Mayo employee customer service concerns related to the community paramedic services.

If upon evaluation, the equipment and services provided by Contractor are found to have met the Performance Measures, the Agreement will be renewed for a period of one year (unless terminated sooner pursuant to the termination provisions herein). If Contractor’s services are found *not* to have met the Performance Measures, Mayo may terminate the Agreement immediately or, in the alternative, develop and implement a plan for Contractor’s services to meet the Performance Measures.

5.3. Termination. This Agreement shall terminate as follows:

- (a) By mutual written agreement of the parties.
- (b) Either party may terminate this Agreement at any time upon not less than thirty (30) days’ written notice, for any reason, with or without cause.
- (c) Upon the filing of a petition in bankruptcy or the insolvency of either party.
- (d) By either party upon a breach by the other party if the non-breaching party provides written notice of a breach to the other party. The breaching party has at least thirty (30) days to cure the alleged breach. If the breach is not cured within the cure period, this Agreement will terminate immediately at the option of the non-breaching party.
- (e) By Mayo, at any time, upon written notice to Contractor if Contractor fails to comply with the requirements of Sections 2 (Qualifications) or 11 (Compliance with Laws and Regulations; Mayo Code of Conduct and Integrity Program) or to maintain the insurance required by Section 8 (Malpractice Insurance).

Upon termination, neither party shall have any further obligation under this Agreement except for (i) obligations accruing prior to the date of termination; (ii) the indemnification and malpractice insurance covenants; and (iii) other covenants that expressly or by operation of law extend beyond the termination of this Agreement.

Section 6. Recordkeeping and Confidentiality of Medical Information. The parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to clinical recordkeeping and maintaining the confidentiality of medical records and the handling, storage, transmission and release of patient information. The parties shall jointly own the medical records created by either party in connection with services rendered pursuant to this Agreement. Upon request, each party shall provide the other party with copies of and reasonable access to any medical records created in connection with the Services rendered pursuant to this Agreement. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement. The parties agree to comply with the Health Insurance Portability and Accountability Act and regulations promulgated thereunder (collectively "HIPAA") from and after the compliance date of such requirements and to execute any necessary agreements for the Services provided by either of them on behalf of the other. The parties further agree to abide by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as applicable to the parties in carrying out their obligations under this Agreement.

Mayo patient files, records, accounts receivable, work product, and all business information and records (whether oral, written, computer data, or other form) are and shall remain the property of Mayo subject to the patient's right to obtain copies of such records as required by law. Contractor shall not have any rights to such records, files, information or work product, or copies thereof, except as provided under this Agreement or required by law. Contractor acknowledges that all records, files, information or work product, including, but not limited to patient files or copies of any of the documents, are confidential, proprietary information of Mayo. Therefore, Contractor agrees that during the term of this Agreement, and after the termination of this Agreement, Contractor shall not disclose any confidential information to any other party for any reason, except as otherwise required by law.

Section 7. Independent Contractor. Mayo hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of Mayo and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor' performance under this Agreement. Mayo and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor' agents or employees are in any manner agents or employees of Mayo. Contractor shall be exclusively responsible under this Agreement for Contractor' own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

Section 8. Malpractice Insurance. Each party shall, at its own expense, carry malpractice and professional liability insurance under which each party and its employees and agents shall be covered with limits of \$1,000,000 per claim and \$3,000,000 annual aggregate.

Upon request, each party shall furnish the other with certificates or other satisfactory evidence that the insurance required by this Section is in effect.

Section 9. Indemnification. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Subject to applicable law, each party shall indemnify, defend and hold harmless the other party and its affiliates, and its/their officers, directors, employees and agents from any loss, claim, cause of action, costs and expenses, including reasonable attorneys' fees, or damage suffered by the indemnified party as a result of the negligence or willful misconduct of the indemnifying party or its employees or agents. Minnesota Statutes Chapter 466 and other applicable law govern the Contractor's liability.

Section 10. Inducement of Referrals. It is not the purpose of this Agreement or the intent of the parties to induce or encourage the referral of patients, and there is no requirement under this Agreement or under any other Agreement between the parties that Contractor or its employees refer patients to Mayo for products or services. No payment made under this Agreement is made in return for the referral of patients, or is made in return for the purchasing, leasing, or ordering of any products or services.

Section 11. Compliance with Laws and Regulations; Mayo Code of Conduct and Integrity Program. Contractor and its personnel shall perform the Services in accordance with applicable federal, state and local laws and regulations Contractor will comply with the following policies:

- (a) To the extent applicable, Contractor agrees that all Services provided by it under this Agreement shall be in compliance with any requirements of the Joint Commission on Accreditation of Health Care Organizations or other private or public organizations charged with the responsibility for accrediting Mayo.
- (b) Mayo makes every effort to detect and prevent fraud, abuse and waste. Per the Mayo Code of Conduct, Contractor is aware of the federal and state false claims laws, administrative remedies, and employee rights and protections available under the federal and state false claims laws and as detailed in the Mayo Code of Conduct.
- (c) Contractor understands that a Mayo employee may not gain personally from a Mayo transaction. Contractor agrees that it will not attempt to influence Mayo or Mayo employees through any direct or indirect personal financial incentive. Contractor will not provide Mayo or Mayo employees with equipment or goods not included in the purchase contract or other valid contract.

Section 12. Access to Records. To the extent required by law, until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, Contractor agrees to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of the Services provided by Contractor hereunder.

Section 13. Force Majeure. Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, or any similar cause beyond the control of either party.

Section 14. Governing Law. This Agreement and all questions arising in connection with it shall be governed by the laws of the State of Minnesota.

Section 15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Mayo, its successors and assigns, and Contractor, Contractor's heirs, legal representatives, successors and assigns.

Section 16. Assignment. This Agreement shall be assignable without Contractor's consent by Mayo to any entity that controls, is controlled by, or is under common control with Mayo. The rights of Contractor hereunder are personal and may not be assigned or transferred except as Mayo may consent thereto in writing.

Section 17. Entire Agreement; Amendment. This Agreement and the attached Exhibits constitute the entire agreement between the parties and supersede all prior oral and written agreements relating to the same subject matter. This Agreement and the Exhibits may be amended only in a writing signed by each of the parties.

Section 18. Effective Date. This Agreement shall become effective once both parties have signed this Agreement, on the later of the dates set forth below under each party's signature.

Section 19. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall still be in effect.

Section 20. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or a waiver of the same provision at any later time.

Section 21. Headings. Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

Section 22. Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices shall be deemed to have been given at the time posted plus three business days.

Section 23. Use of Name. Except as specifically permitted in this Agreement, neither party shall not use the names or trademarks of the other party or of any of its affiliated entities in any advertising, publicity, endorsement, or promotion unless such party has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the

following E-mail address: BusinessRelations@mayo.edu at least five (5) business days prior to the date on which a response is needed. The terms of this section survive the termination, expiration, non-renewal, or rescission of this Agreement.

Section 24. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Date: _____, 2016.

**MAYO CLINIC HEALTH SYSTEM –
CANNON FALLS**

By: _____

Its: _____

Date: _____, 2016.

CITY OF CANNON FALLS

By: _____

Lyman M. Robinson, Mayor

By: _____

Ronald S. Johnson, City Administrator

EXHIBIT A SERVICES

Services: Subject to availability of personnel and resources, Contractor shall provide the following professional services to Mayo patients residing in Cannon Falls and abutting townships in accordance with the terms of the Agreement:

1. **Patient Services.** Contractor's community paramedics shall provide care to Mayo patients who are identified by Mayo as being eligible for receiving the Services. Such care shall be provided to patients in their homes and under the direction and coordination of Mayo's Medical Director. Services provided by a community paramedic must be a part of a care plan ordered by a Mayo physician and under the direction of the patient's primary physician. Community paramedic services may include the following:

- Chronic disease evaluation/management (Diabetes, CV, Pulmonary, Mental Health)
- Fall Risk Assessment
- Home safety assessment
- Identify patient needs/provide community resources
- Immunizations/vaccinations
- Organization of medications and medication lists/compliance monitoring
- IV monitoring/med administration
- Obesity concerns
- Orthopedic concerns
- Peak Flow testing and tracking
- Point of Care testing
- Psychosocial evaluation
- Specimen collection for lab analysis
- Wound evaluation
- Other medical interventions/assessments as indicated

2. **Equipment.** Contractor shall provide all equipment needed to perform the Services in compliance with applicable safety laws, ordinances, and regulations.

3. **Coordination.** The Parties will provide additional support services to coordinate activities and assist in strategic planning as the other party may reasonably request.

4. **Policies and Procedures.** Contractor will provide assistance in the development and review of organizational policies, medical policies and procedures for Mayo regarding the community paramedic program.

5. **Quality Assurance.** Contractor shall participate in quality assurance programs conducted by Mayo necessary to insure Mayo's compliance with accrediting requirements and shall participate in such other quality assurance programs as Mayo may reasonably request.

Schedule: Contractor shall provide the Services at such times as mutually agreed by the parties based on the reasonable need for such Services. Mayo shall obtain Contractor's approval prior to establishing the particular days and hours that Contractor will provide such Services.