

SAN LUIS COMMUNITY PARAMEDICINE PROJECT AGREEMENT

Agreement made this _____ day of _____, 2017, between the San Luis Walk-In Clinic, Inc. of 1896 East Babbitt Lane, San Luis, Arizona, an Arizona nonprofit corporation and the City of San Luis of 1090 East Union Street, San Luis, Arizona, an incorporated city and political subdivision of the State of Arizona (herein after sometimes collectively referred to as or "Parties").

RECITALS

WHEREAS, one of the operations of the Regional Center for Border Health, Inc. is the San Luis Walk-In Clinic, Inc. which operates to address needs for primary health care, for behavior health care, and for treatment of the more common conditions and diseases in San Luis;

WHEREAS, it has been shown that home health care visits reduce the need for emergency care;

WHEREAS, residents of the City of San Luis and patients of the San Luis Walk-In Clinic who have recently received care from the San Luis Walk-In Clinic would gain health benefits from home visits to encourage treatment compliance;

WHEREAS, the objectives of the San Luis Community Paramedicine Project are:

- to implement a coordinated response designed to increase direct efforts to provide preventive care to patients of the SLWIC with chronic illness,
- to measure patient outcomes through population health reporting and provide case management and follow-up for all project participants, and
- to evaluate effectiveness of home visits in reducing emergency care and reducing healthcare cost.; and

WHEREAS, it is the desire of SLWIC and the City to collaborate in a community paramedicine program to provide integrated and preventive care through the San Luis Community Paramedicine Project created by this Agreement to the Project's Participants;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION ONE. DEFINITIONS

"Agreement" means this Agreement.

"City" means City of San Luis, Arizona (a "Party" to this "Agreement").

"Community Paramedicine Project" or "Project" means this San Luis Community

Paramedicine Project as it is created in this Agreement.

“Participant” or “Project Participant” means a patient of SLWIC who has been referred to the City of San Luis through its Fire Department who SLWIC has determined within the scope of their medical expertise that their patient would benefit from a follow-up home visit or visits with the goal of preventing emergency care or transport to the hospital by ambulance.

“Party” means either the City of San Luis, Arizona or the San Luis Walk-In Clinic, Inc.

“RCBH” means Regional Center for Border Health, Inc.

“SLFD” means the City of San Luis Fire Department and is the Department of the City which will put this Agreement into effect.

“SLWIC” means San Luis Walk-In Clinic, Inc. (a “Party” to this “Agreement”).

SECTION TWO. TERM, TERMINATION, AND AMENDMENT

- 2.1 This Agreement shall terminate five (5) years after the date of this Agreement.
- 2.2 This Agreement may be terminated by either Party upon thirty (30) days of written notice to the other.
- 2.3 Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns.
- 2.4 Any legally binding communication between the Parties pursuant to this section shall be given as provided in the “Notice” section of this Agreement.

SECTION THREE. PERFORMANCE

- 3.1 Within its scope of expertise, SLWIC will evaluate its patients for appropriateness as Participants in this Community Paramedicine Project. Criteria for this evaluation will include but is not limited to the purpose of the program to address low acuity health issues that do not pose an immediate health emergency. In performing its work under this agreement it understood that the San Luis Fire Department (SLFD) must respond to emergency situations as a priority and will attend to referrals by SLWIC as time and available personnel allow.

- 3.2 SLWIC will provide to SLFD all information for SLFD to carry out the prescribed home visit.
- 3.3 The Emergency Medical Technicians (EMT's) and Certified Emergency Paramedics (CEP's) of the City's Fire Department will provide services under this Community Paramedicine Project within their respective scope of practice and as a continuation of the Community Risk Reduction Activities of the City's Fire Department.
- 3.4 Under this Agreement, the possible activities that the SLFD will carry out on a schedule determined by SLFD and taking into account interruptions in schedules for emergency response are:
- follow-up on recent SLWIC visits to check on compliance with prescriptions and directions,
 - evaluating progress of the course of treatment to encourage compliance with treatment recommendations (such things as exercise, therapy, and taking medicine),
 - evaluating Participants' homes for safety, fall hazards, unsanitary conditions, and any fire hazards,
 - advising Participants how to make home more safe from fire,
 - checking Participants for any discomfort from recent treatments,
 - review with Participants discharge instructions, and
 - check vitals such as blood pressure and provide patients a record of their blood pressure.
- Any non-emergency concerns encountered will be communicated to the Participant and SLWIC, documented.
- 3.5 If an emergency situation is encountered at a home visit under this Agreement, the SLFD will take appropriate action and handle it as an emergency response apart from this Agreement.
- 3.6 Both Parties shall report and document referrals and home visits. The information to be documented for the referrals and the home visits are provided in the attached Exhibit 1 and Exhibit 2. The Parties may develop other data to record and other measurements for patient out-comes as the Project progresses.
- 3.7 SLWIC shall monitor Emergency Room visits, hospital readmissions and CPT codes (Current Procedural Terminology Codes of the American Medical Association) used to provide intervention and/or education to Project Participants by the SLFD

SECTION FOUR. RESOURCES

Unless otherwise specified in this Agreement, each Party will bring its own resources to the Project.

SECTION FIVE. COMPLIANCE WITH APPLICABLE LAWS AND CONFIDENTIALITY

- 5.1 The Parties will comply with all Federal, State, and Local laws.
- 5.2 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to cancellation the provisions of A.R.S. §38-511.
- 5.3 Employment Eligibility. SLWIC hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer is compliant with this warranty.
- 5.4 Non-participation in boycott of Israel. SLWIC hereby certifies that it does not participate in, and agrees not to participate in during the term of this agreement a boycott of Israel in accordance with A.R.S. § 35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- 5.5. Confidentiality. The Parties acknowledge that each may have access to individual health information protected by the Health Insurance Portability Accountability Act (HIPPA) and other applicable laws. The Parties agree that they will not at any time disclose such protected individual health information unless expressly permitted under HIPPA and other applicable laws.

SECTION SIX. INDEMNIFICATION

- 6.1 To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless the other Party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or

property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other which is the fault of the indemnitor, its officers, officials, agents, employees or volunteers.

- 6.2 If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement shall expeditiously meet to discuss a common and mutual defense for such third party Claims, including possible proportional liability and proportional payment of possible litigation expenses and money damages.
- 6.3 Each Party's obligation of indemnification shall survive the termination of this Agreement.
- 6.4 Each Party shall remain solely and exclusively responsible for the employee benefits, wage, disability payments, pensions and workers' compensation claims for its employees. In addition each Party shall be solely and exclusively responsible to pay for any damage to its equipment, including personal protective equipment, and medical expense incurred by any of its employees in connection with rendering aid.

**SECTION SEVEN.
INSURANCE**

- 7.1 Each party to this agreement shall carry public liability insurance in amounts not less than one million dollars (\$1,000,000.00) per person per incident and three million dollars (\$3,000,000.00) per year in the aggregate.
- 7.2 SLWIC or SLWIC through RCBH agree to pay the City's yearly premium for the above coverage not to exceed five thousand dollars (\$5,000.00) per year. Each Party shall pay its own deductible.

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**SECTION EIGHT.
NOTICE**

Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally by process server or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City	City Manager P.O. Box 1170 (if by registered or certified USPS mail) 1090 East Union Street (if by personal process service) San Luis, Arizona 85349	and	City Fire Chief P.O. Box 445 (if by registered or certified USPS mail) 1165 North McCain Avenue (if by personal process service) San Luis, Arizona 85349
If to SLWIC	Gerald W. Hunt, Statutory Agent 256 South Second Avenue, Suite E Yuma, Arizona 85364	and	Amanda Aguirre, President and CEO P.O. Box 1609 (if by registered or certified USPS mail) 1896 East Babbitt Lane (if by personal process service) San Luis, Arizona 85349

Or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

**SECTION NINE.
MISCELLANEOUS PROVISIONS**

- 9.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- 9.2 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
- 9.3 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. SLWIC represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly

qualified to do business in the State of Arizona and is in good standing under applicable state laws. The SLWIC and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

- 9.4 Entire Agreement. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.
- 9.5 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 9.6 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.
- 9.7 Attorney's Fees and Costs. If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees and court costs.
- 9.8 This agreement shall not be assigned or transferred by either Party without the prior written consent of the other.
- 9.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party hereto shall have any right or cause of action hereunder.
- 9.10 No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
- 9.11 Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to SLWIC, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to SLWIC or successor, or under any obligation under the terms of this Agreement.
- 9.12 Assumptions. No professional services or activities other than those specifically set forth herein shall be considered within the scope of this Agreement.

9.13 Non-exclusivity. Each Party, in its sole discretion, reserves the right to provide the services set forth herein to any other individuals or entities. No exclusive rights are encompassed through this Agreement.

9.14 This agreement may be executed in counterparts, any of which shall be deemed to be an original.

9.15 Time is of the essence.

**SECTION TEN.
INSTRUMENT AS ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either Party or agent of either Party that are not contained in this written contract shall be valid or binding.

**SECTION ELEVEN.
EFFECT OF AGREEMENT**

This agreement shall inure to the benefit and be binding on the parties, and heirs, legal representatives, assignees, and successors of the parties.

[Intentionally left blank, signatures continue on next page]

The parties have executed this agreement at in Yuma County, Arizona the day and year first above-written.

San Luis Walk-In Clinic, Inc.

Amanda Aguirre
President and Chief Executive Officer

City of San Luis

Gerardo Sanchez
Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney