

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”), effective on January __, 2016 (“**Effective Date**”), is between Regions Hospital (“**Regions**”), a Minnesota non-profit corporation recognized as exempt from federal income tax under Internal Revenue Code Section 501(c)(3), and the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**”, through the St. Paul Fire Department (the “**SPF**”). Hereinafter, Regions and the City are sometimes collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

RECITALS

- A. Regions Hospital Foundation (“**RHF**”) is the recipient of a grant from Medtronic Philanthropy (“**Medtronic**”) (the “**Grant**”). The Grant is being administered by Abt Associates (“**Abt**”) under a contract with Medtronic, and is to be used to fund a program known as the HealthRise Program (the “**Program**”).
- B. The Program is a three-year, global program designed to expand access to care for cardiovascular disease (“**CVD**”) and diabetes among underserved populations. The goal of the Program is to contribute to a targeted reduction in premature mortality associated with CVD and diabetes in targeted geographical areas in the United States, among other countries, by (1) increasing screening and diagnosis of CVD and diabetes, and (2) increasing management and control of CVD and diabetes (the “**Program Objectives**”).
- C. The Program works to achieve the Program Objectives through local partnerships and demonstration programs, which, among other things, strengthens frontline providers of care.
- D. To further the Program Objectives RHF, through its sister organization Regions, has partnered with Westside Community Health Services (“**Westside**”) to provide care to West Side patients with CVD and/or diabetes disease who are eligible to participate in the Program.
- E. Regions, under a contract with Westside, has agreed to provide medical services at the Service Site (as defined in this Agreement), through Regions’ employed or contracted professional health care staff, to Westside patients eligible to participate in the Program.
- F. The City, through SPF, provides emergency medical services (“**EMS**”) and other community paramedic services throughout Ramsey County through its employed Paramedics (“**SPF Paramedics**”) who are duly licensed to provide professional health care services in the state of Minnesota; and
- G. Regions desires to contract with SPF to provide medical services at the Service Site to eligible Westside patients, in furtherance of the Program Objectives.
- H. SPF desires to contract with Regions to provide medical services at the Service Site to eligible Westside patients, in furtherance of the Program Objectives.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
SPF Responsibilities

- 1.1 Provision of Services.** The City, through SPF, will provide those professional services described in Schedule 1.1 and all other services to be provided pursuant to this Agreement (collectively, the “**Services**”), in accordance with the terms of this Agreement and the schedules attached hereto.
- 1.2 Service Site.** The City, through the SPF, will provide the Services at the location identified in Schedule 1.2 (the “**Service Site**”), which may be amended from time to time by the written agreement of the Parties.
- 1.3 SPF Paramedics.** The City, through SPF, will provide the Services to patients at the Service Site through one or more of its employed paramedics (the “**SPF Paramedics**”).
- 1.4 Schedule.** Unless conditions within the City require SPF (at their sole discretion) to withhold SPF Paramedics for other purposes, the SPF Paramedics will render .8 FTEs of the Services during such days and times as set forth on Schedule 1.4, which may be amended from time to time by the written agreement of the Parties.
- 1.5 Standards.** The City will assure that the SPF Paramedics perform the Services under this Agreement in a competent and efficient manner in compliance with all applicable (i) federal, state and local laws, regulations, ordinances and judicial and administrative interpretations thereof, (ii) licensing and accreditation standards, (iii) currently accepted standards of competence and care established by applicable professional associations, (iv) standards, policies and programs of the Service Site, which shall be communicated, in writing or electronically, to SPF and SPF Paramedics and (v) such other reasonable cost, quality and/or services standards as may be mutually agreed to from time to time by the Parties.
- 1.6 Professional Qualifications.**
 - 1.6.1** At all times that this Agreement remains in effect each SPF Paramedic will:
 - 1.6.1.1** be duly licensed without restriction, condition, or suspension, to provide medical services in the State of Minnesota (the “**State**”);
 - 1.6.1.2** not be excluded from participation in any state or federal health care program, including Medicare and Medicaid;
 - 1.6.2** The City will, or will cause SPF to, promptly notify Regions following the suspension, reduction, revocation, or termination of any of the qualifications set forth in **Section 1.6.1**.

- 1.7 **Medical and Administrative Records.** Each SPF Paramedic will promptly complete and timely submit all medical records and reports, administrative records and charge tickets relating to the provision of services under this Agreement in accordance with sound medical practice, the requirements of the Service Site, all state and federal laws, rules and regulations and applicable accreditation standards including, without limitation, those of the Joint Commission. The medical and administrative records or reports will be in a form acceptable to the Service Site and, in all appropriate cases, will be signed by the SPF Paramedic providing the Services. All records, reports and forms will be and remain the property of the Service Site. The obligations under this **Section 1.7** will survive termination of this Agreement for any reason.

ARTICLE 2 Regions Responsibilities

Regions will assure that the Service Site, at its sole expense, provides all reasonably required support personnel, space, equipment, furniture, fixtures and administrative, educational and medical supplies necessary for the SPF Paramedics to perform the Services under this Agreement. Such support personnel shall be employed, and/or provided, by Westside, which shall retain full administrative control and responsibility for all such personnel. Upon request, SPF Paramedic will provide advice and consultation regarding the Service Site's unique support personnel, space, equipment, furniture, fixtures and administrative, educational and medical supplies requirements. Regions will ensure that all medical records created pursuant to this Agreement and maintained by the Service Site are secured and kept private in a manner compliant with all state and federal laws, rules and regulations.

ARTICLE 3 Compensation and Billing

- 3.1 **Compensation.** Regions will pay the City, using the Grant funds, for the Services actually provided by the SPF Paramedics pursuant to Schedule 3.1. The City understands and agrees that Regions shall have no liability for the compensation set forth in Schedule 3.1 if Grant funds are not made available to Regions by Abt or Medtronic. Regions will promptly inform the City if expected funds are not made available by Abt or Medtronic, to reduce the risk of uncompensated services performed by SPF. Any payment rate implemented or offered under this Agreement must remain in effect for at least a period of twelve (12) months before the payment rate may be changed pursuant to written agreement of the Parties. The payment rates set forth in Schedule 3.1 are reasonable compensation, representing the fair market value of the Services provided hereunder, have been arrived at through arm's length negotiations between the Parties, and are not intended to and do not, in fact, reflect in any way the level of activity or the volume or value of referrals, if any, between the Parties. Neither the City, SPF nor any SPF Paramedic has received any other compensation or inducement in connection with this Agreement or their participation in the Program.
- 3.2 **No Billing.** Neither the City, SPF nor the SPR Paramedics shall submit claims to, or otherwise seek reimbursement from, patients, Medicare, Medicaid or any other third party payor, whether public or private, for any costs covered by payments made for the Services provided by the City under this Agreement.

ARTICLE 4
Term and Termination

- 4.1 Term.** Unless earlier terminated as provided herein, the term of this Agreement will commence on the Effective Date hereof and will continue for an initial term of three (3) years ("**Initial Term**"). At the end of the Initial Term, this Agreement will renew upon the mutual written agreement of the Parties.
- 4.2 Termination.** Subject to the continuing obligations of the Parties as set forth in this Agreement:
- 4.2.1 Termination upon Termination of the Program.** This Agreement will automatically terminate upon the termination of the Program.
- 4.2.2 Termination without Cause.** This Agreement may be terminated at any time by either party for any reason or no reason at all upon providing at least thirty (30) days' (or lesser amount if mutually agreed to by the parties) advanced written notice to the other party.
- 4.2.3 Termination for Cause** Either party may terminate this Agreement upon the other party's default of any material term of this Agreement and failure of the defaulting party to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of the default. Upon the defaulting party's failure to cure the default, this Agreement will be deemed terminated without further action. This remedy shall be in addition to any other remedies available to the parties in law or equity.
- 4.2.4 Mutual Agreement.** This Agreement may be terminated at any time by the mutual agreement of the Parties through a written termination statement signed by authorized representatives for both parties.

ARTICLE 5
Confidentiality of Patient Records

The Service Site will own all patient medical records, including all inpatient and outpatient records and information developed in the normal course of business in rendering care for and on behalf of patients. All patient records, medical information, and/or other information that relates to or identifies patients derived from or obtained during the course of the performance of the Services under this Agreement will be treated by the Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be used, released, disclosed, or published to any party other than as required or permitted under applicable laws. Neither the City, SPF nor the SPF Paramedics will use or disclose other than the minimum necessary protected health information required to perform the Services and further the Program Objectives, in compliance with applicable state and federal laws and regulations, including but not limited to the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). The City will require SPF to comply with the Service Site's notice of privacy practices, standards and policies as may be revised from time to time by the Service Site and made available to SPF. Notwithstanding the foregoing, each Party will remain individually liable as an independent contractor for its own respective acts or omissions, and nothing in this Section will be construed

to suggest or create any joint and several, vicarious or other shared liability between the Parties as joint ventures, partners, employer-employee or otherwise. This provision will survive any expiration or termination of this Agreement.

ARTICLE 6

Miscellaneous Provisions

- 6.1 Independent Contractors.** The Parties are at all times independent contractors. Nothing in the Agreement (or in the relationship between the Parties) will be construed to make either Party or any of their officers, agents, or employees an employee of, or joint venturer with the other for any purpose whatsoever, including without limitation, participation in any benefits or privileges given or extended by a Party to its employees.
- 6.2 Responsibility for Payment of Taxes.** Regions will not treat the City's personnel as employees for any reason, including, but not limited to, the Federal Unemployment Tax Act, the Social Security Act, the Workers' Compensation Act and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. The City will withhold and pay all employment taxes, self-employment and/or applicable federal and state income taxes for their own personnel.
- 6.3 Subcontracting and Assignment.** The City shall not enter into any subcontracts for any of the Services contemplated under this Agreement without obtaining prior written approval of Regions. The City and Regions each binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither Party will assign or transfer their interest in this Agreement without the written consent of the other Party.
- 6.4 Notices.** Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United State Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:
- | | |
|---|--|
| To City:
Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102
Attn.: Chief Butler
Phone:
Email: | To Regions:
Regions Hospital
640 Jackson Street
Saint Paul, MN 55101
Attn.: Tia Radant
Phone: 651-254-7789
Email: tia.m.radant@healthpartners.com |
|---|--|
- 6.5 Waiver.** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.
- 6.6 Severability.** If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

- 6.7 **Choice of Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.
- 6.8 **Survival of Obligations.** The respective obligations of the City and Regions under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.
- 6.9 **Force Majeure.** No Party shall be held responsible for performance if its performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.
- 6.10 **Amendments.** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" or "the Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.
- 6.11 **Signatures and Counterparts.** This Agreement may be executed by any form of signature authorized by law, and in counterparts and each counterpart will be deemed an original copy of the Agreement and, when taken together, will be deemed to constitute one and the same agreement.
- 6.12 **Entire Agreement.** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

FOR THE CITY OF SAINT PAUL

Approved as to form:

Assistant City Attorney

Executed:

Mayor

Director of Financial Services

Director of Human Rights

Tim Butler, Fire Chief

Funding _____
Activity#/Dept. Signature

FOR REGIONS HOSPITAL

By: _____
Megan Remark

Its: President and CEO

Regions Hospital Tax ID: 41-0956618
Regions Hospital Tax Exempt: ES 0599

SCHEDULE 1.1 THE SERVICES

The City, through the SPF Paramedics, will provide the following Services under this Agreement:

1. Assist in the expansion of access to care for patients of the Service Site with CVD and diabetes as part of the Program, by assisting the patient's primary care provider with managing the patient's CVD or diabetes.
2. The SPF Paramedics will work with Service Site physicians and staff to identify Service Site patients who are eligible to enroll in the Program. Once the eligible patients are identified:
 - 2.1 The Service Site physicians or staff will ask each patient if they are interested in participating in the Program, and if the patient indicates they are interested, introduce the patient to the SPF Paramedics or a Regions Program Coordinator for registration in the Program.
 - 2.2 The SPF Paramedics and/or Regions Program Coordinators will:
 - 2.2.1 Obtain from each patient that informed a Service Site physician or Regions Program Coordinator they are interested in participating in the Program written consent to participate in the Program and to have their health information provided to the SPF Paramedics, Regions Program Coordinators or Regions Community Health Workers, who in turn will compile the patient data related to every patient encounter under the Program and send the data to Institute for Health Metrics and Evaluation ("IHME").
 - 2.2.2 Register the patients in the Program
 - 2.3 The SPF Paramedics will:
 - 2.3.1 Meet the patients registered in the Program at the Service Site before the Assigned Paramedics conduct any home visits (this may not occur each time). The first meeting between the patient and the Assigned Paramedics may be at the patient's home.
 - 2.3.2 Talk to the patients' physician about the patients' care and care plan for each home visit.
 - 2.2.3 Provide home care to the patients registered in the Program in connection with the patient's CVD or diabetes, including:
 - a) Conduct an assessment and provide care consistent with the plan of care established by the patient and the patient's physician;

- b) Report back to the patient's physician about the SPF Paramedic's findings to allow the physician to adjust the plan of care if necessary
 - c) Provide education to patients registered in the Program related to the patient's CVD or diabetes; and
 - d) Perform lab draws (in the future).
3. Prepare and submit reports and records relating to the Services provided hereunder reasonably requested by the Service Site and Regions as are necessary or appropriate to support sound the Services and Program Objectives. The ownership of and right to control all reports, records and supporting documents prepared in connection with the Services will vest exclusively in the Service Site; provided however, that the patient care report created in SPF's HealthEMS system by the SPF Paramedics providing Services as Assigned Paramedics under this Agreement will be owned and controlled by SPF. The Service Site will make available the following information to the SPF Paramedics: patient records, patient admission information, patient referral information, and any other information requested by the SPF Paramedics that is necessary to perform its obligations under this Agreement and to further the Program Objectives.

(End of Schedule 1.1)

SCHEDULE 1.2
SERVICE SITE

Westside Community Health Services
East Side Family Clinic
895 East 7th Street
St. Paul, MN 55106

(End of Schedule 1.2)

SCHEDULE 1.4
SCHEDULE OF SERVICES PROVIDED BY SPF PARAMEDICS

The specific schedule of when Services will be provided by the SPF Paramedics will be determined by the Service Site, in conjunction with Regions and SPF.

(End of Schedule 1.4)

**SCHEDULE 3.1
COMPENSATION FOR SERVICES**

1. Professional Services.

- 1.1 Regions will pay the City \$47.65 per hour for the Services actually rendered by the SPF Paramedics. Regions will pay the City using the Grant funds.
- 1.2 Throughout the calendar year, Regions and the Service Site will track and record the actual number of hours each SPF Paramedic provides Services at the Service Site to determine the annual numbers of hours of Services provided; provided however, that the total annual hours for all SPF Paramedics does not exceed 1664.

2. Payment Schedule.

- 2.1 The Parties have mutually agreed to a monthly invoicing arrangement.

(End of Schedule 3.1)

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RECITALS

- A. Regions Hospital Foundation (“**RHF**”) is the recipient of a grant from Medtronic Philanthropy (“**Medtronic**”) (the “**Grant**”). The Grant is being administered by Abt Associates (“**Abt**”) under a contract with Medtronic, and is to be used to fund a program known as the HealthRise Program (the “**Program**”).
- B. The Program is a three-year, global program designed to expand access to care for cardiovascular disease (“**CVD**”) and diabetes among underserved populations. The goal of the Program is to contribute to a targeted reduction in premature mortality associated with CVD and diabetes in targeted geographical areas in the United States, among other countries, by (1) increasing screening and diagnosis of CVD and diabetes, and (2) increasing management and control of CVD and diabetes (the “**Program Objectives**”).
- C. The Program works to achieve the Program Objectives through local partnerships and demonstration programs, which, among other things, strengthens frontline providers of care.
- D. To further the Program Objectives RHF, through its sister organization Regions, has partnered with Westside Community Health Services (“**Westside**”) to provide care to West Side patients with CVD and/or diabetes disease who are eligible to participate in the Program.
- E. Regions, under a contract with Westside, has agreed to provide medical services at the Service Site (as defined in this Agreement), through Regions’ employed or contracted professional health care staff, to Westside patients eligible to participate in the Program.
- F. The City, through SPF, provides emergency medical services (“**EMS**”) and other community paramedic services throughout Ramsey County through its employed Paramedics (“**SPF Paramedics**”) who are duly licensed to provide professional health care services in the state of Minnesota; and
- G. Regions desires to contract with SPF to provide medical services at the Service Site to eligible Westside patients, in furtherance of the Program Objectives.
- H. SPF desires to contract with Regions to provide medical services at the Service Site to eligible Westside patients, in furtherance of the Program Objectives.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

SPF Responsibilities

- 1.1 Provision of Services.** The City, through SPF, will provide those professional services described in Schedule 1.1 and all other services to be provided pursuant to this Agreement (collectively, the “**Services**”), in accordance with the terms of this Agreement and the schedules attached hereto.
- 1.2 Service Site.** The City, through the SPF, will provide the Services at the location identified in Schedule 1.2 (the “**Service Site**”), which may be amended from time to time by the written agreement of the Parties.
- 1.3 SPF Paramedics.** The City, through SPF, will provide the Services to patients at the Service Site through one or more of its employed paramedics (the “**SPF Paramedics**”).
- 1.4 Schedule.** Unless conditions within the City require SPF (at their sole discretion) to withhold SPF Paramedics for other purposes, the SPF Paramedics will render .8 FTEs of the Services during such days and times as set forth on Schedule 1.4, which may be amended from time to time by the written agreement of the Parties.
- 1.5 Standards.** The City will assure that the SPF Paramedics perform the Services under this Agreement in a competent and efficient manner in compliance with all applicable (i) federal, state and local laws, regulations, ordinances and judicial and administrative interpretations thereof, (ii) licensing and accreditation standards, (iii) currently accepted standards of competence and care established by applicable professional associations, (iv) standards, policies and programs of the Service Site, which shall be communicated, in writing or electronically, to SPF and SPF Paramedics and (v) such other reasonable cost, quality and/or services standards as may be mutually agreed to from time to time by the Parties.
- 1.6 Professional Qualifications.**
 - 1.6.1** At all times that this Agreement remains in effect each SPF Paramedic will:
 - 1.6.1.1** be duly licensed without restriction, condition, or suspension, to provide medical services in the State of Minnesota (the “**State**”);
 - 1.6.1.2** not be excluded from participation in any state or federal health care program, including Medicare and Medicaid;
 - 1.6.2** The City will, or will cause SPF to, promptly notify Regions following the suspension, reduction, revocation, or termination of any of the qualifications set forth in **Section 1.6.1**.

1.7 Medical and Administrative Records. Each SPF Paramedic will promptly complete and timely submit all medical records and reports, administrative records and charge tickets relating to the provision of services under this Agreement in accordance with sound medical practice, the requirements of the Service Site, all state and federal laws, rules and regulations and applicable accreditation standards including, without limitation, those of the Joint Commission. The medical and administrative records or reports will be in a form acceptable to the Service Site and, in all appropriate cases, will be signed by the SPF Paramedic providing the Services. All records, reports and forms will be and remain the property of the Service Site. The obligations under this **Section 1.7** will survive termination of this Agreement for any reason.

ARTICLE 2

Regions Responsibilities

Regions will assure that the Service Site, at its sole expense, provides all reasonably required support personnel, space, equipment, furniture, fixtures and administrative, educational and medical supplies necessary for the SPF Paramedics to perform the Services under this Agreement. Such support personnel shall be employed, and/or provided, by Westside, which shall retain full administrative control and responsibility for all such personnel. Upon request, SPF Paramedic will provide advice and consultation regarding the Service Site's unique support personnel, space, equipment, furniture, fixtures and administrative, educational and medical supplies requirements. Regions will ensure that all medical records created pursuant to this Agreement and maintained by the Service Site are secured and kept private in a manner compliant with all state and federal laws, rules and regulations.

ARTICLE 3

Compensation and Billing

3.1 Compensation. Regions will pay the City, using the Grant funds, for the Services actually provided by the SPF Paramedics pursuant to Schedule 3.1. The City understands and agrees that Regions shall have no liability for the compensation set forth in Schedule 3.1 if Grant funds are not made available to Regions by Abt or Medtronic. Regions will promptly inform the City if expected funds are not made available by Abt or Medtronic, to reduce the risk of uncompensated services performed by SPF. Any payment rate implemented or offered under this Agreement must remain in effect for at least a period of twelve (12) months before the payment rate may be changed pursuant to written agreement of the Parties. The payment rates set forth in Schedule 3.1 are reasonable compensation, representing the fair market value of the Services provided hereunder, have been arrived at through arm's length negotiations between the Parties, and are not intended to and do not, in fact, reflect in any way the level of activity or the volume or value of referrals, if any, between the Parties. Neither the City, SPF nor any SPF Paramedic has received any other compensation or inducement in connection with this Agreement or their participation in the Program.

3.2 No Billing. Neither the City, SPF nor the SPR Paramedics shall submit claims to, or otherwise seek reimbursement from, patients, Medicare, Medicaid or any other third party payor, whether public or private, for any costs covered by payments made for the Services provided by the City under this Agreement.

ARTICLE 4
Term and Termination

- 4.1 **Term.** Unless earlier terminated as provided herein, the term of this Agreement will commence on the Effective Date hereof and will continue for an initial term of three (3) years ("**Initial Term**"). At the end of the Initial Term, this Agreement will renew upon the mutual written agreement of the Parties.
- 4.2 **Termination.** Subject to the continuing obligations of the Parties as set forth in this Agreement:
- 4.2.1 **Termination upon Termination of the Program.** This Agreement will automatically terminate upon the termination of the Program.
- 4.2.2 **Termination without Cause.** This Agreement may be terminated at any time by either party for any reason or no reason at all upon providing at least thirty (30) days' (or lesser amount if mutually agreed to by the parties) advanced written notice to the other party.
- 4.2.3 **Termination for Cause** Either party may terminate this Agreement upon the other party's default of any material term of this Agreement and failure of the defaulting party to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of the default. Upon the defaulting party's failure to cure the default, this Agreement will be deemed terminated without further action. This remedy shall be in addition to any other remedies available to the parties in law or equity.
- 4.2.4 **Mutual Agreement.** This Agreement may be terminated at any time by the mutual agreement of the Parties through a written termination statement signed by authorized representatives for both parties.

ARTICLE 5
Confidentiality of Patient Records

The Service Site will own all patient medical records, including all inpatient and outpatient records and information developed in the normal course of business in rendering care for and on behalf of patients. All patient records, medical information, and/or other information that relates to or identifies patients derived from or obtained during the course of the performance of the Services under this Agreement will be treated by the Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be used, released, disclosed, or published to any party other than as required or permitted under applicable laws. Neither the City, SPF nor the SPF Paramedics will use or disclose other than the minimum necessary protected health information required to perform the Services and further the Program Objectives, in compliance with applicable state and federal laws and regulations, including but not limited to the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). The City will require SPF to comply with the Service Site's notice of privacy practices, standards and policies as may be revised from time to time by the Service Site and made available to SPF. Notwithstanding the foregoing, each Party will remain individually liable as an independent contractor for its own respective acts or omissions, and nothing in this Section will be construed

to suggest or create any joint and several, vicarious or other shared liability between the Parties as joint ventures, partners, employer-employee or otherwise. This provision will survive any expiration or termination of this Agreement.

ARTICLE 6
Miscellaneous Provisions

- 6.1 Independent Contractors.** The Parties are at all times independent contractors. Nothing in the Agreement (or in the relationship between the Parties) will be construed to make either Party or any of their officers, agents, or employees an employee of, or joint venturer with the other for any purpose whatsoever, including without limitation, participation in any benefits or privileges given or extended by a Party to its employees.
- 6.2 Responsibility for Payment of Taxes.** Regions will not treat the City's personnel as employees for any reason, including, but not limited to, the Federal Unemployment Tax Act, the Social Security Act, the Workers' Compensation Act and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. The City will withhold and pay all employment taxes, self-employment and/or applicable federal and state income taxes for their own personnel.
- 6.3 Subcontracting and Assignment.** The City shall not enter into any subcontracts for any of the Services contemplated under this Agreement without obtaining prior written approval of Regions. The City and Regions each binds itself and its successors, legal representatives, and assigns with respect to all covenants of this Agreement, and neither Party will assign or transfer their interest in this Agreement without the written consent of the other Party.
- 6.4 Notices.** Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United State Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:
- | | |
|---|--|
| To City:
Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102
Attn.: Chief Butler
Phone:
Email: | To Regions:
Regions Hospital
640 Jackson Street
Saint Paul, MN 55101
Attn.: Tia Radant
Phone: 651-254-7789
Email: tia.m.radant@healthpartners.com |
|---|--|
- 6.5 Waiver.** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.
- 6.6 Severability.** If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

- 6.7 **Choice of Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.
- 6.8 **Survival of Obligations.** The respective obligations of the City and Regions under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.
- 6.9 **Force Majeure.** No Party shall be held responsible for performance if its performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.
- 6.10 **Amendments.** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" or "the Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.
- 6.11 **Signatures and Counterparts.** This Agreement may be executed by any form of signature authorized by law, and in counterparts and each counterpart will be deemed an original copy of the Agreement and, when taken together, will be deemed to constitute one and the same agreement.
- 6.12 **Entire Agreement.** It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

FOR THE CITY OF SAINT PAUL

Approved as to form:

Assistant City Attorney

Executed:

Mayor

Director of Financial Services

Director of Human Rights

Tim Butler, Fire Chief

Funding _____
Activity#/Dept. Signature

FOR REGIONS HOSPITAL

By: _____
Megan Remark

Its: President and CEO

Regions Hospital Tax ID: 41-0956618
Regions Hospital Tax Exempt: ES 0599

SCHEDULE 1.1 THE SERVICES

The City, through the SPF Paramedics, will provide the following Services under this Agreement:

1. Assist in the expansion of access to care for patients of the Service Site with CVD and diabetes as part of the Program, by assisting the patient's primary care provider with managing the patient's CVD or diabetes.
2. The SPF Paramedics will work with Service Site physicians and staff to identify Service Site patients who are eligible to enroll in the Program. Once the eligible patients are identified:
 - 2.1 The Service Site physicians or staff will ask each patient if they are interested in participating in the Program, and if the patient indicates they are interested, introduce the patient to the SPF Paramedics or a Regions Program Coordinator for registration in the Program.
 - 2.2 The SPF Paramedics and/or Regions Program Coordinators will:
 - 2.2.1 Obtain from each patient that informed a Service Site physician or Regions Program Coordinator they are interested in participating in the Program written consent to participate in the Program and to have their health information provided to the SPF Paramedics, Regions Program Coordinators or Regions Community Health Workers, who in turn will compile the patient data related to every patient encounter under the Program and send the data to Institute for Health Metrics and Evaluation ("IHME").
 - 2.2.2 Register the patients in the Program
 - 2.3 The SPF Paramedics will:
 - 2.3.1 Meet the patients registered in the Program at the Service Site before the Assigned Paramedics conduct any home visits (this may not occur each time). The first meeting between the patient and the Assigned Paramedics may be at the patient's home.
 - 2.3.2 Talk to the patients' physician about the patients' care and care plan for each home visit.
 - 2.2.3 Provide home care to the patients registered in the Program in connection with the patient's CVD or diabetes, including:
 - a) Conduct an assessment and provide care consistent with the plan of care established by the patient and the patient's physician;

- b) Report back to the patient's physician about the SPF Paramedic's findings to allow the physician to adjust the plan of care if necessary
 - c) Provide education to patients registered in the Program related to the patient's CVD or diabetes; and
 - d) Perform lab draws (in the future).
3. Prepare and submit reports and records relating to the Services provided hereunder reasonably requested by the Service Site and Regions as are necessary or appropriate to support sound the Services and Program Objectives. The ownership of and right to control all reports, records and supporting documents prepared in connection with the Services will vest exclusively in the Service Site; provided however, that the patient care report created in SPF's HealthEMS system by the SPF Paramedics providing Services as Assigned Paramedics under this Agreement will be owned and controlled by SPF. The Service Site will make available the following information to the SPF Paramedics: patient records, patient admission information, patient referral information, and any other information requested by the SPF Paramedics that is necessary to perform its obligations under this Agreement and to further the Program Objectives.

(End of Schedule 1.1)

SCHEDULE 1.2
SERVICE SITE

Westside Community Health Services
East Side Family Clinic
895 East 7th Street
St. Paul, MN 55106

(End of Schedule 1.2)

SCHEDULE 1.4
SCHEDULE OF SERVICES PROVIDED BY SPF PARAMEDICS

The specific schedule of when Services will be provided by the SPF Paramedics will be determined by the Service Site, in conjunction with Regions and SPF.

(End of Schedule 1.4)

SCHEDULE 3.1
COMPENSATION FOR SERVICES

1. Professional Services.

- 1.1 Regions will pay the City \$47.65 per hour for the Services actually rendered by the SPF Paramedics. Regions will pay the City using the Grant funds.
- 1.2 Throughout the calendar year, Regions and the Service Site will track and record the actual number of hours each SPF Paramedic provides Services at the Service Site to determine the annual numbers of hours of Services provided; provided however, that the total annual hours for all SPF Paramedics does not exceed 1664.

2. Payment Schedule.

- 2.1 The Parties have mutually agreed to a monthly invoicing arrangement.

(End of Schedule 3.1)