



**Chandler · Arizona**  
*Where Values Make The Difference*

#6  
DEC 07 2015

**MEMORANDUM**                      **Fire, Health & Medical Department**

**DATE:**            DECEMBER 7, 2015

**TO:**                MAYOR AND COUNCIL

**THRU:**            MARSHA REED, ACTING CITY MANAGER *MR*

**FROM:**            JEFF CLARK, FIRE CHIEF *TC*

**SUBJECT:**        RESOLUTION NO. 4919 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VETERANS ADMINISTRATION/PHOENIX

**RECOMMENDATION:** Staff recommends City Council pass and adopt Resolution No. 4919 authorizing the Intergovernmental Agreement (IGA) with the Veterans Administration/Phoenix (VA/P) providing for a six-month pilot program that allows the Chandler Fire, Health & Medical Department (CFHMD) to better manage emergency services and the delivery of healthcare and follow up medical services for Chandler Veterans and that the Mayor is hereby authorized to execute that Intergovernmental Agreement on behalf of the City of Chandler.

**BACKGROUND/DISCUSSION:** The VA/P and CFHMD are entering into this IGA to conduct a pilot program to help ensure Veterans are receiving appropriate healthcare and follow up medical services. CFHMD provides emergency medical responses to Veterans on a daily basis. These calls vary from serious medical issues and behavior related issues to calls less serious in nature. This pilot program will allow for CFHMD paramedics to identify Veterans and connect them to VA/P services in a proactive manner. If stay at home treatment is appropriate, they can be referred to CFHMD's Community Paramedic program for paramedic facilitated VA/P tele health appointments.

**FINANCIAL IMPLICATIONS:** There are no financial implications, additional personnel, or overtime hours associated with this IGA.

**PROPOSED MOTION:** Move City Council pass and adopt Resolution No. 4919 authorizing the Intergovernmental Agreement (IGA) with the Veterans Administration/Phoenix (VA/P) providing for a six-month pilot program that allows the Chandler Fire, Health & Medical Department (CFHMD) to better manage emergency services and the delivery of healthcare and follow up medical services for Chandler Veterans and that the Mayor is hereby authorized to execute that Intergovernmental Agreement on behalf of the City of Chandler.

Attachment: Resolution No. 4919, Intergovernmental Agreement

RESOLUTION NO. 4919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE VETERANS ADMINISTRATION/PHOENIX FOR THE IMPLEMENTATION OF A SIX MONTH PILOT PROGRAM FOR THE EVALUATION AND MANAGEMENT OF THE PROVISION OF EMERGENCY SERVICES.

WHEREAS, Chandler Fire, Health & Medical Department ("CFH&M") furnishes emergency medical services to patients in the Chandler, Arizona community; and

WHEREAS, Veterans Administration/Phoenix (VA PHOENIX) is an agency of the United States of America comprised of individual and institutional licensed health care providers and outside parties providing health care services for veterans of the United States military; and

WHEREAS, the parties seek to jointly participate in a pilot program to provide VA PHOENIX patients who utilize the CFHM 911 emergency services ("Treat and Refer Program") or who have a defined set of chronic or acute medical conditions ("Complex Patient Management Program") with alternative treatment options (primarily through alternative transportation options or home visits utilizing Telemedicine care) in order to better manage the appropriate utilization of 911 emergency services and to facilitate the delivery of healthcare and follow up medical services to VA PHOENIX patients; and

WHEREAS, the City of Chandler and VA PHOENIX have negotiated the terms of an intergovernmental agreement for the implementation of the six month pilot program to evaluate its effect on the provision of emergency services with the City of Chandler.

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

Section 1: That the attached Intergovernmental Agreement with the Veterans Administration/Phoenix for the implementation of a six month pilot program for the evaluation and management of the provision of emergency services is hereby approved and the Mayor is hereby authorized to execute that Intergovernmental Agreement on behalf of the City of Chandler.

Section 2: That City staff is authorized and directed to perform those acts necessary to give effect to the Intergovernmental Agreement approved by this Resolution No. 4919.

Section 3: Directing CFHM staff to present the results of the pilot program and any recommendations relating to the pilot program to the

City Council of the City of Chandler at a City Council meeting in June,  
2016.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this  
\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4919 was duly passed  
and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting  
held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that a quorum was present thereat.

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

City Attorney 

**Services Agreement**  
**Department of Veteran Affairs/Phoenix VA Health Care System**  
**Community Involvement and Intervention Project**

This Services Agreement for the Community Involvement and Intervention Project (the "Agreement") is entered into effective as of May 11, 2015 (the "Effective Date") by and between the Department of Veteran Affairs/Phoenix VA Health Care System, an agency of the United States of America ("VA PHOENIX") and City of Chandler ("CITY"), (referred to individually as "party" or collectively as the "parties.")

This Services Agreement is meant to serve as the VA Phoenix Memorandum of Understanding (MOU) between the parties in the provision of Telehealth service delivery of care.

**RECITALS**

WHEREAS, VA PHOENIX is an agency of the United States of America comprised of individual and institutional licensed health care providers and outside parties providing health care services for veterans of the United States military.

WHEREAS, VA PHOENIX is a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), as defined in 45 C.F.R. §160.103, and provides services to its covered entity participants;

WHEREAS, CITY, and the CITY Fire, Health and Medical department ("CFHM") is not a covered entity for purposes of HIPAA but nevertheless furnishes emergency medical services to patients in the Chandler, Arizona community and as such, is a health care provider as defined in 45 C.F.R. §160.103;

WHEREAS, the parties seek to jointly participate in a pilot program to provide patients who utilize the CFHM 911 emergency services ("Treat and Refer Program") or who have a defined set of chronic or acute medical conditions ("Complex Patient Management Program") with alternative treatment options (primarily through alternative transportation options or home visits utilizing Telemedicine care) in order to better manage the appropriate utilization of 911 emergency services and to facilitate the delivery of healthcare and follow-up medical services to VA PHOENIX patients (collectively "the Program");

WHEREAS, in connection with the Program, CITY and CFHM is in need of certain Protected Health Information ("PHI") from VA PHOENIX regarding the identity of VA PHOENIX patients ("VA Patients") and their medical conditions, history and other potential protected health information ("PHI") and who may receive 911 emergency services and home health visits from CFHM;

WHEREAS, the Program is consistent with VA PHOENIX's goal to ensure VA Patients who need emergency and routine medical services receive appropriate treatment at the right time and at an appropriate treatment site and, therefore, VA PHOENIX desires to support the Program by providing CITY and CFHM with VA Patients PHI for the purpose of providing treatment as permitted by HIPAA; and

WHEREAS, the purpose of this Agreement is to outline the scope of services being provided and the terms and conditions under which the CITY and CFHM will receive certain PHI from VA PHOENIX for the purpose of managing health conditions through the use of the VA PHOENIX telehealth program, reducing the costs associated with chronic or acute health conditions, and reducing the impact on the use of the 911 emergency response system and local emergency treatment facilities.

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

1. **Definitions.** Capitalized in this Agreement are defined below.

**Case Managers** include members of the VA PHOENIX telehealth care, telemedicine care, IT professionals or case management team, including, but not limited to: Registered Nurses, Licensed Practical Nurses, Physicians, Physician Assistants and Medical Assistants.

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

**Kickoff Date** means the initial start date of the project which may also be same as Effective Date.

**Project** means the mutually agreed services undertaking by VA PHOENIX and CFHM, to which this Agreement applies.

**Project Manager(s)** shall mean each respective parties' Project management personnel responsible for management of resources, tasks, issues and deliverables in pursuit of the Project. The CFHM Project Manager is responsible for jointly managing all phases of the Project including overall work plan, scope, issue, and risk management with the VA PHOENIX Project Manager.

**Protected Health Information (PHI)** 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.

**Telemedicine** means the provision of care by a licensed health care practitioner that directs, diagnoses, or otherwise provides clinical treatment delivered using electronic communications and information technology when distance separates the practitioner and the patient and as otherwise defined in the VHA Handbook (1100.19, October 15, 2012).

**Treatment** means the provision, coordination, or management of health care and related services by one or more health care providers via the use of Telemedicine, 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.

## 2. **Obligations of VA PHOENIX**

2.1 **Candidate Identification.** VA PHOENIX shall be responsible for identifying individuals who are in need of treatment that can be provided through the Program. VA PHOENIX shall provide to CFHM a list of VA PHOENIX Patients for review and selection by CFHM.

2.2 **Program Resources.** Unless otherwise specified herein, VA PHOENIX shall provide CFHM all of the technological resources necessary to implement the Telemedicine care and the case management resources to assist in the review and development of processes utilized in connection with the Program. VA PHOENIX shall provide oversight of the Program resources, including VA PHOENIX employees and equipment. VA PHOENIX shall provide additional resources as mutually agreed upon by the parties in writing.

2.3 **HIPAA Privacy Rule Compliance.** VA PHOENIX must ensure compliance with the HIPAA Privacy Rule when using or disclosing PHI to CFHM on behalf of VA PHOENIX Patients. The HIPAA Privacy Rule expressly permits covered entities or a business associate, on behalf of a covered entity, to use or disclose PHI for Treatment or health care operation purposes. Therefore, VA PHOENIX can identify VA PHOENIX Patients (or patients to whom it provides care management services) who may benefit from the Program and contact the patient to see if they are interested in participating in the Program. Prior to disclosing such PHI to CFHM, VA PHOENIX will obtain a HIPAA patient authorization, unless a mutual Treatment relationship between CFHM and VA PHOENIX Patients already exists; provided, however, CFHM will be responsible to obtain each patient's consent to participate in the Program including an executed HIPAA patient authorization before any further PHI is disclosed in connection with the Program.

2.4 **Telemedicine Personnel.** VA PHOENIX shall provide licensed and insured health care practitioners and other appropriate support personnel to deliver Telemedicine care to VA PHOENIX Patients selected for participation in the Program. It is understood by the parties CFHM is not providing any Telemedicine care to any VA PHOENIX Patient and any Telemedicine provided pursuant to this Agreement is the sole responsibility of VA PHOENIX.

## 3. **Obligations of CFHM**

3.1 **Candidate Selection.** CFHM shall be responsible for reviewing VA PHOENIX's Patient list to determine appropriateness for their participation in the Program. CFHM reserves the absolute right to deny any VA PHOENIX Patients admission or continued participation in the Program.

3.2 **CHFM Staff.** CFHM shall provide two (2), two (2) person teams of emergency medical technicians to visit individuals identified as appropriate for participation in the Program and provide other CFHM personnel as needed to review and monitor the Program ("CHFM Staff"). CHFM Staff are the employees of the CITY and are subject to all laws, rules, policies, regulations, procedures, standards, and contractual provisions applicable to City employees, including internal City CFHM policies, procedures, and guidelines. The CITY shall be solely

responsible for all salaries, wages, retirement, withholdings, workers' compensation, occupational disease insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant to said wages and all other appropriate insurance related to CITY employees provided hereunder. The CITY shall be solely responsible for the hiring, supervision, direction, performance management and appraisal, and initiation and conduct of disciplinary action, including termination, of all CFHM Staff provided pursuant to this Agreement.

3.3 **Program Services and Resources.** CFHM shall provide home visits on behalf of VA PHOENIX to assist in the implementation of the Telemedicine care provided by VA PHOENIX to individuals identified as participants in the Program. CFHM will provide the EPCR tablets serving as the communication medium for the patient end of the Telemedicine care. Home visits may occur between 7:00 a.m. and 6:00 p.m., Monday through Friday and the schedule of such home visits shall be either directed or approved by CFHM. CFHM shall provide oversight of the Program resources including CFHM Staff and equipment.

#### 4. **Mutual Obligations**

4.1 **Project Documentation and Definition of Services** The parties shall jointly provide and/or develop the following services:

- i. Participate in joint meetings to develop Program opportunities along with any existing requirements;
- ii. Analyze Program opportunities and initial requirements to identify a business impacts starting point or benchmark;
- iii. Conduct operational review of potentially impacted business areas;
- iv. Document Program findings; and
- v. Develop business recommendations/strategy for measurement of Program results.

4.2 **Project Technical, Information or Systems Related Services.** The parties shall jointly:

- i. Identify technical and system requirements or tools that can be utilized and shared as part of the services; and
- ii. Develop a process for sharing data in accordance with applicable law.

4.3 **Project Training and Education for Services.** The parties shall jointly:

- i. Identify training needs for the CFHM staff and VA PHOENIX care management staff; and
- ii. Identify any additional training methods and resources available for developing and delivering training.
- iii. Identify credentialing requirements and participate jointly in obtaining the appropriate credentials as required by VA PHOENIX.

4.4 **Project Goals and Expectations.** The parties will complete their respective obligations, as described above, and will work together where collaboration is necessary to achieve the following:

- i. Identifying, securing and maintaining the proper resources;
- ii. Managing all resources assigned to this Agreement;
- iii. Collaborating to create and maintain a project plan to manage the services provided pursuant to this Agreement;
- iv. Managing and resolving issues as needed;
- v. Identifying additional issues and attempting resolutions of such issues;
- vi. Expediting resolution of any business decisions that must be made to move forward;
- vii. Holding status meetings as needed;
- viii. Keeping the parties senior management apprised of progress with periodic status reports;
- ix. Collaborating to evaluate project risks and advise on risk mitigation plans;
- x. Performing obligations expressly stated in the Agreement; and
- xi. Dedicating qualified resources for the Program as necessary to participate in and perform tasks as needed for the Program.

5. **Assumptions.** The parties understand that if any of the following assumptions prove to be incorrect or if the defined obligations are not fulfilled, then scope and timelines may be affected. The parties will work together to address any impacts to this Agreement, which will be documented via a written and mutually agreed change process. The following assumptions are included as part of this Agreement:

- i. CFHM will provide access to essential staff and materials necessary to support VA PHOENIX for the duration of this Agreement.
- ii. Unless otherwise mutually agreed to by the parties, services will be performed at the residences of VA PHOENIX Patients ;
- iii. The Treat and Refer Program efforts may require coverage or participation on a twenty four hours (24) a day, seven (7) day a week basis. As possible or appropriate, the Treat and Refer Program and the Complex Patient Management Program, which includes the Telemedicine care will normally be performed Monday through Friday, 7:00 a.m. to 6:00 p.m.;
- iv. If either party fails to complete its obligations in a timely manner, and such failure impacts the project's ability to be completed, both parties should coordinate in a mutually agreeable resolution;
- v. No change to this Agreement will be made by CFHM or VA PHOENIX unless mutually agreed to by both parties in writing; and
- vi. No professional services or activity except that which is specifically set forth herein, shall be considered within the scope of this Agreement.

6. **Timeframes, Fees, and Payment Terms.**

6.1 **Timeframes and Fees.** It is estimated that the services specified in this Agreement will take approximately six (6) months to complete the initial pilot from the Kickoff Date.

6.2 **Payment.** Except as otherwise set forth herein, each party brings their own respective resources to the project. These resources may include, but are not limited to, personnel, equipment, software, process and protocols. There is no exchange of funds or payments required from either party as a result of this Agreement.

7. **Expiration or Termination Date of Services Agreement.** This Agreement shall expire upon the completion of the Services (the "Expiration Date"). Either party may terminate this Agreement prior to the Expiration Date; provided that the party requesting termination gives the other at least 30 days prior written notice. This Agreement may be extended or renewed based upon mutual agreement from both parties.

8. **Service Management.** The designated contacts for this Agreement are:

**CITY:**

**Assistant Chief Tom Dwiggins**

City of Chandler  
Chandler Fire Health & Medical Department  
Mail Stop 801  
P.O. Box 4008  
Chandler, AZ 85244-4008  
(480) 748-3774

**VA PHOENIX:**

**Hamed Abbaszadegan, MD, MBA  
Chief Health Informatics Officer**

**Manolo D. Moneda, MBA, BSN, RN  
Nurse Manager Telehealth/FTC**

Phoenix VA Health Care System  
650 East Indian School Road  
Phoenix, AZ 85012-1892  
(602) 277-5551

9. **Ownership.** Notwithstanding anything herein, nothing is intended to grant to CFHM ownership rights in any intellectual property in any services or information provided or developed by VA PHOENIX hereunder.

10. **Confidentiality.** The parties acknowledge that the CFHM will have access to PHI of VA PHOENIX Patients that is confidential. CFHM 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, pursuant to a business associate agreement, if applicable, or pursuant to a valid patient authorization.

**Liability for Own Acts.** Except as otherwise provided herein, each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands and/or expenses of all kinds that may be the result of or arise out of any act or omission of such party, its agents or employees under this Agreement.

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

**Modification.** This Agreement may be modified or amended only by a written instrument executed by both parties.

**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.

**Entire Agreement.** This Agreement contains the complete and full agreement between the parties regarding the subject matter hereof.

**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. Neither party, nor any individual who performs services under this Agreement, shall at any time be excluded from participating in federal health care programs, including without limitation, Medicare or Medicaid.

**No Agency or Partnership.** Neither CFHM nor VA PHOENIX is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the CFHM and VA PHOENIX.

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.

**CITY:**  
CITY OF CHANDLER,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Mayor Jay Tibsraeny

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

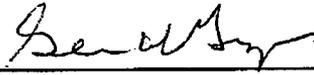
VA PHOENIX

Signature: 

Name: DARREN G. DEERING, D.O.

Title: CHIEF OF STAFF

Date: 5/11/15

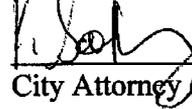
Signature: 

Name: GLEN W. GRIPPEN

Title: PVAHCS DIRECTOR (INTERIM)

Date: 5-12-15

Approved As To Form:

  
City Attorney (Chandler) 