

2-R-19

A RESOLUTION

**Authorizing the City Manager to Execute a Grant Agreement with
AMITA Saint Francis Hospital to Receive Funding for the Mobile
Integrated Healthcare Program**

WHEREAS, the Mobile Integrated Healthcare program ("MIH Program") is a community focused intervention initiative designed to leverage specially trained paramedics ("Community Paramedics") that will serve outside of emergency response situations to bridge gaps in local healthcare delivery to Evanston residents; and

WHEREAS, MIH Program extends primary care and social service delivery to improve health outcomes, patient experience, and needs management by proactive visits to participants' homes. The home visits will address wellness, safety, prevention, and overall care for chronically ill patients, post-hospital discharge care, social support networks, and patient education/engagement for a locally defined population; and

WHEREAS, AMITA Saint Francis Hospital (ASFH) and the City of Evanston Fire Department will be facilitating the MIH Program in Evanston, the estimated cost for to the City of Evanston to participate for a two-year term is \$218,200. ASFH offers to provide the City and the Evanston Fire Department with a grant in the amount of \$218,200, payable over two years, in consideration of their role and responsibilities to perform under the MIH Program; and

WHEREAS, the City Council of the City of Evanston hereby determines that participation in the MIH Program meets community caretaking standards and will

enhance social service delivery for its residents, therefore the aforementioned MIH Program and executing the Grant Agreement are in the best interests of the City of Evanston,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized to sign the grant agreement by and between the City of Evanston and AMITA Saint Francis Hospital for funding to support the Mobile Integrated Healthcare Program. Attached as Exhibit 1 is the Grant Agreement and incorporated herein by reference.

SECTION 2: The City Manager is also authorized and directed to negotiate and execute any additional documents required for the grant funding as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 2-R-19 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest:




Devon Reid, City Clerk

Adopted: January 28, 2019



Approved as to form:



Michelle L. Masoncup, Corporation
Counsel

GRANT AGREEMENT

THIS GRANT AGREEMENT ("**Agreement**") is entered by and among AMITA Hospitals Network d/b/a AMITA Saint Francis Hospital ("here forth to be known as "ASFH: or "**Grantor**"), and the City of Evanston, an Illinois municipal corporation ("**City**"), and the Evanston Fire Department ("**EFD**") (the City and EFD shall collectively be referred to as "**Grantee**").

RECITALS

WHEREAS, the United States spends more on health care than any other industrialized country in the world without better health outcomes. The current trend of treating conditions once they become threats requiring emergency medical care is an ineffective, exhaustive, and expensive way of providing care; and

WHEREAS, the Mobile Integrated Healthcare program ("MIH Program") that this Agreement supports is a community focused intervention initiative designed to leverage specially trained paramedics ("Community Paramedics") from the EFD that will serve outside of emergency response situations to bridge gaps in local healthcare delivery to residents; and

WHEREAS, MIH Program extends primary care and social service delivery to improve health outcomes, patient experience, and needs management by proactive visits to participants' homes. The home visits will address wellness, safety, prevention, and overall care for chronically ill patients, post-hospital discharge care, social support networks, and patient education/engagement for a locally defined population; and

WHEREAS, MIH Program seeks to build a community-focused support system to alleviate the overutilization of unnecessary services provided by EFD and hospital emergency departments. The MIH Program strives to prevent waste and focus emergency response efforts. MIH Program offers a holistic approach to establish a patient-centered continuum of care outside of the hospital to identify social determinants of health that escalate conditions and connect our underserved population with underutilized resources within our community; and

WHEREAS, the City hereby finds that the MIH Program provides substantial community benefits and authorizes the City Manager to execute this Agreement, thereby establishing the terms, conditions, and requirements for participation in this Agreement in accordance with guidelines set forth herein,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual obligations of the parties as herein expressed, the Grantor and Grantee agree as follows:

AGREEMENT

I. GRANT AMOUNT AND TERM OF AGREEMENT

- a. Grantor agrees to disburse total grant funds in an amount not to exceed \$218,200 (Two Hundred Eighteen Thousand Two Hundred Dollars) (“**Grant Funds**”) disbursed over a two year period (“**Term**”) as funds remain available or unless this Agreement is terminated pursuant to Article VI. If funds are no longer available, Grantor will provide Grantee with sixty (60) days’ prior written notice. The first year the total disbursement under this Agreement to Grantee is \$115,100 (One Hundred Fifteen Thousand One Hundred Dollars) and the second year disbursement is \$103,200.00 (One Hundred Three Thousand Two Hundred Dollars).
- b. Disbursements: Grantor shall disburse the grant funds to Grantee on or before June 1, 2019 and December 1, 2019 for first year in two (2) equal installments. Unless the Agreement is terminated per Section VI of the Agreement, the grant funds will be distributed by Grantor to Grantee on or before June 1, 2020 and December 1, 2020 in two (2) equal installments.
- c. Pilot Program: The Parties agree that the Agreement is a two-year pilot program. Feasibility for a long term MIH Program will be evaluated prior to the conclusion of the Term and the Parties will negotiate a new agreement to address long term expectations at least 30 days prior to the conclusion of the Term.

II. PROGRAM GOALS AND OBJECTIVES

- a. Program Intervention and Target Population: The ASFH community consists primarily of Evanston and two Chicago community areas on the far North side: Rogers Park and West Ridge. Evanston is a suburb north of Chicago and part of the North Shore communities.

The Evanston Fire Department/AMITA St. Francis MIH Program will focus on high risk populations within Evanston, including elderly, those with inadequate support systems, frequent utilizers of the health system, those with high risk conditions (including Diabetes, Congestive Heart Failure and Chronic Obstructive Pulmonary Disease), and those with multiple medical conditions.

- b. Program Goals & Objectives:

- Improve population health and quality of life
- Prevent overutilization of ED and EMS services
- Reduce ED and inpatient readmissions
- Prevent non-emergent EMS responses and ED visits
- Educate and equip population in health self-management.

- Connect underserved population with underused resources.
 - Connect MIH Program clients with MIH Program affiliated Primary Care Providers (PCP) with a warm handoff that establishes a continuum of care, especially for chronic conditions that require periodic follow-ups.
 - Cost savings for hospitals
 - A community-centered hospital footprint in the city of Evanston
- c. Program Evaluation: ASFH and EFD will work with the MIH Program team to identify “frequent users” and keep track of their emergency visits, EMS responses, PCP follow-ups, and condition status throughout the Term.
- d. Program Participants:
- Each participant must sign a waiver and release of claims form and a consent form prior to enrollment in the MIH Program. The waiver and consent forms utilized must be reviewed by both parties prior to implementation.
 - The MIH Program team consists of: a nurse who will lead the process as a Program Manager, and a community paramedic who will visit the patient within 48 hours of discharge to establish a weekly visiting relationship.
 - The Program Manager will accompany the community paramedic to all initial visits.
 - Qualifying patients who refuse enrollment will also be monitored as control groups through the life of the program to compare their performance (ED visits, readmissions) against MIH Program clients using propensity scoring to ensure accurate comparison of MIH Program achievements.
 - Once the patient is educated in self-care management and connected with a Primary Care Physician (PCP) and/or social support systems, the enrollee will graduate from the program.
 - Field observations, focus groups, and interviews will be conducted with other healthcare professionals, and clients to get a practical sense of MIH Program practice and integration with the health system.
 - MIH Program leaders will identify specific evaluation measures pertaining to rates of readmission, ED utilization and patient satisfaction measure. Progress will be monitored monthly and outcomes formally analyzed at the end of the pilot year.
 - Program Participants will not be provided transport, unless if an emergency transport is deemed necessary and in that circumstance, traditional 911 and EMS system will be activated.
- e. Measuring long-term impact: The Community Paramedicine program can evaluate the following as a baseline measure for the program’s long-term impact:
- Change in number of emergency transports
 - Hospital readmission rates
 - Cost avoidance over time
 - Impact on the community, as measured by Community Health Needs Assessment in collaboration with local municipalities
 - Impact on member lives

- f. Medical Direction: ASFH is committed to this program and to promoting improved health and quality of life for our patients, ASFH Director of Cardiovascular, Respiratory, Emergency, and Trauma Services, will provide overall strategic guidance for the program. Medical direction will be coordinated under the Region X ASFH EMS System Medical Director. The Medical Director will evaluate the current Region X standard operating procedures and will issue supplemental operating procedures. Day-to-day Program operations will be overseen by the ASFH EMS Program System Coordinator.

III. GRANTOR AND GRANTEE RESPONSIBILITIES

- a. Community Paramedics: Grantee will provide up to five (5) part-time hourly paramedics, plus the vehicle(s), equipment, and training (in conjunction with ASFH) to support the described MIH Program and its participants. The EFD Community Paramedic will function and carry out his/her duties independent of ASFH, pursuant to EFD rules and policies, Emergency Medical Systems Act, and all other applicable laws, rules and regulations.
 - i. Community Paramedics will be utilized for the MIH Program during the hours of 8:00 a.m. to 5:00 p.m. Monday – Friday only.
 - ii. All client contacts will be documented using current ePCR MobileTouch program. Community paramedics will submit completed reports to the MIH Program Manager.
 - iii. EFD will provide a vehicle for Community Paramedics to travel to clients' homes. CPs may operate out of EFD HQ or ASFH, as needed for program efficiency.
- b. EFD MIH Coordinator: EFD will serve as the lead liaison between the EFD and the MIH Program Manager. The EFD MIH Coordinator will manage the MIH detail assignment schedule, work with the MIH Program Manager to schedule client contacts, coordinate care plans, and ensure documentation is shared securely with healthcare teams. The EFD MIH Coordinator and the MIH Program Manager will work together to track program development, metrics and data for clients served, and scheduling of Community Paramedics shift personnel and MIH Program staff.
- c. MIH Program Manager: ASFH will provide one full-time (40 hour per week) Program Manager. This position will not physically accompany the Community Paramedic, except the initial visit or if mutually agreed by ASFH or EFD. The ASFH Program Manager will function and carry out his/her duties independent of EFD, pursuant to ASFH rules and policies, the Nurse Practice Act, and all applicable laws, rules and regulations. No agency is created between the parties by executing this Agreement. MIH team members may be called upon to provide training to EFD personnel in order to ensure efficient operation of the MIH Program.

- d. The parties will continue to collaborate to identify patients and/or "frequent users" who will be the focus of the MIH Program and other patient populations that may benefit from the services provided, beyond the original regular reporting of their activities in carrying out the MIH Program. It is anticipated that reporting will be monthly, and that reporting will allow the parties to make meaningful ongoing evaluation of the MIH Program. The parties will cooperate to the degree necessary to comply with any required reporting to the Illinois Department of Public Health.
- e. Records: ASFH will maintain its own records for the activities of its Program Manager, and for all health care services provided by ASFH and its providers to any person. EFD will maintain its own records for the activities of its Paramedic(s), and for all services provided by EFD to any person. EFD records will also be shared with ASFH for purposes of inclusion in the patients' medical record. Patient consent for sharing any personal information will be obtained during enrollment in the MIH Program, and confidentiality will be maintained. The parties will each comply with all applicable state and federal laws and regulations protecting the confidentiality of patient records, including the Health Insurance Portability and Accountability Act of 1996, corresponding Standards for Privacy of Individually Identifiable Health Information regulations, and the Security Standards for Protection of Electronic Protected Health Information, each as amended from time to time (collectively, "HIPAA").

IV. INSURANCE

Each party is responsible for maintaining general, professional and workers compensation liability insurance coverage for the organization and its employees. ASFH recognizes that the City of Evanston is self-insured up to \$1.25 Million and carries excess coverage, this meets the insurance requirements provided for herein.

V. HOLD HARMLESS

Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers and agents. This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents. This section shall not constitute a waiver by either party or any rights to indemnification, contribution or subrogation which the party may have by operation of law.

VI. TERMINATION

ASFH, EFD or the City may terminate this Agreement at any time, without cause or penalty, by providing sixty (60) days prior written notice to the other parties. In the event this Agreement is terminated without cause as set forth above, Grantor shall have no further payment obligations to Grantee of grant funds after the date of such

termination. If either party shall fail to cure any default, as set forth below, upon notice and within the time for cure provided for therein, the other party may, by written notice, terminate this Agreement. Such termination shall trigger the "Repayment of Grant" defined therein.

VII. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing as provided herein:

To Grantee: City of Evanston
City Manager
2100 Ridge Avenue
Evanston, IL 60201

Evanston Fire Department
Fire Chief Brian Scott
909 Lake Street
Evanston, IL 60201

To Grantor: AMITA St. Francis Hospital
Kenneth Jones
President
355 Ridge Ave
Evanston, IL 60202

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

VIII. DEFAULT; REMEDIES; DISPUTE RESOLUTION

a. Notice of Default.

In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within ninety (90) days and shall continuously and diligently prosecute the same to completion.

c. Termination

If the defaulting party fails to cure the breach within the ninety (90) days period set forth above the non-defaulting party may immediately terminate this Agreement upon written notice to the defaulting party.

d. Grantor Remedies; Repayment of Grant.

In the event of a default by Grantee of the terms of this Agreement that has not been cured within the timeframe set forth in Paragraph b above, Grantor, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement.

In the event of a default by Grantee that occurs after the Grantor has disbursed any grant funds, Grantee shall immediately refund to Grantor the total of such disbursement(s), plus any accrued interest.

e. Grantee's Exclusive Remedies.

The parties acknowledge that the Grantor would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the HIM Program, except as provided in this Article. Accordingly, Grantee shall not be entitled to damages or monetary relief for any breach of this Agreement by the Grantor or arising out of or connected with any dispute, unless the allegations are involve willful misconduct.

IX. APPLICABLE LAW

The internal laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement.

X. NON-LIABILITY OF GRANTOR OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of either party shall be personally liable to the other party, or any successor in interest in the event of any default or breach by the other party or for any amount which may become due.

XI. BINDING EFFECT

Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

XII. AUTHORITY TO SIGN

The Grantee hereby represents that the persons executing this Agreement on behalf of Grantee have full authority to do so and to bind Grantee to perform pursuant to the terms and conditions of this Agreement.

XIII. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and, with the executed signature pages combined, shall constitute one single instrument.

XIV. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

- a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- b. All waivers of and/or amendments to the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Grantor or the Grantee.

XV. NO WAIVER

No failure of either the Grantor or the Grantee to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

XVI. INDEPENDENT CONTRACTORS

Grantor and Grantee expressly acknowledge that the parties are "independent contractors," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship,

or any other relationship allowing either party to exercise control or direction over the manner or method by which the other party performs hereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have signed this Grant Agreement as of the dates set opposite their signatures. This Agreement shall be effective as of the date executed by the City.

AMITA CHICAGO HOSPITAS NETWORK D/B/A AMITA SAINT FRANCIS HOSPITAL

Dated: _____

By: _____

Name: _____

Title: _____

CITY OF EVANSTON

Dated: _____

By: _____

Name: _____

Title: _____