**AGENCY SERVICES AGREEMENT**

THIS AGREEMENT, executed on the date indicated below, is made by and between Eugene Health, Inc. dba Crosswalk Health, a Delaware Corporation, with principal place of business at 1505 Lyndon B. Johnson Fwy, Suite 455, Farmers Branch, Texas 75234, (“Crosswalk”) and City of Lawrence Fire Department and Lawrence PSAP (collectively “The Provider”), hereinafter collectively referred to as the “Parties” or a “Party”.

**RECITALS**

WHEREAS, Crosswalk has established a set of Care Navigation Programs for EMS Agencies, as defined in Exhibit A, which includes a 911 Care Navigation system and infrastructure which allows for a clinical needs assessment and triage determination of a patient to be reviewed by a nurse (“911 Care Navigation”); and

WHEREAS, Provider is duly licensed in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to provide ambulance transportation services and desires to arrange for alternative care options for low acuity patients or patients who require needs-based care programs; and

WHEREAS, Crosswalk wishes to provide access to such alternative care options to Provider;

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

1. **Purpose:**
	1. The Provider seeks to implement a 911 Care Navigation program in conjunction with its 911 emergency medical services system. When clinically appropriate, the 911 Care Navigation program aims to match a low-acuity 911 caller to the right level of care based on the caller’s reported medical needs. The 911 Care Navigation utilizes nurses and physician approved protocols to guide callers to the right level of care.
2. **Obligations of Crosswalk**:
3. Crosswalk shall provide, at no charge to Provider, 911 Care Navigation services when requested by Provider through the Crosswalk system. Such 911 Care Navigation Services are outlined in Exhibit A and may be amended with 30 days advanced written notice to Provider.
4. Crosswalk will be responsible for all costs and maintenance of the 911 Care Navigation software and services infrastructure.
5. Within twelve months of the effective date, Crosswalk will conduct, at no cost to Provider, an analysis of most effective use of the 911 Care Navigation system based on data shared by Provider related to patient interactions from the previous twelve to twenty-four months.
6. Crosswalk will provide to Provider reports and summaries of program data as are reasonably able to be compiled by Crosswalk. Reports and cadence will be mutually agreed upon between Crosswalk and Provider to ensure appropriate oversight of the program.
7. **Obligations of Provider**:
8. Provider shall be responsible for the cost and maintenance of the EPCR and CAD software of its choice.
9. Provider will maintain all required licenses necessary to provide ambulance transport services as anticipated under this Agreement. If at any time Provider ceases to possess the required licensure, Provider agrees to notify Crosswalk.
10. Within 30 days of the effective date, and on a quarterly basis thereafter, Provider will share billing data with Crosswalk to support overall program success and ability to align outcomes with local payors and health plan networks.
11. Within 60 days of the effective date, Provider will share historical ePCR and CAD data including records dating back a minimum of one year to support reporting and analysis related to program performance and efficacy.
12. Provider shall share necessary data related to projected cost savings to Provider’s operations resulting from participation in the Agreement, including savings resulting from use of 911 Care Navigation, reduced overhead (including but not limited to overtime, staffing, or equipment savings), impact on Unit Hour Utilization (“UHU”), and the provision of uncompensated care.
13. Provider grants Crosswalk permission to use name, logos, and aggregate results for marketing purpose
14. **Mutual Obligations**:
15. The parties will participate in monthly programmatic meetings and quarterly joint operating committees to assess program efficacy and identify areas of improvement and opportunities for program expansion.
16. Within 30 days of the effective date, the Parties will establish call types, protocols, and processes as are necessary to require their primary dispatch center to communicate with Crosswalk’s 911 Care Navigation center. Such call types will be memorialized in Exhibit B. The parties further agree to review Exhibit B on a monthly basis and discuss the addition and removal of call types.
17. Within 90 days of the effective date, Crosswalk and Provider will establish methods for ongoing data exchange of program-relevant data from Provider’s relevant IT systems. Such IT systems include Providers’ electronic patient care reporting (“EPCR”) and computer aided dispatch (“CAD”) systems. Provider agrees that established data exchange methods will allow for Provider to share EPCR data on a daily basis.
18. Crosswalk will create training materials and Provider will ensure all relevant members of dispatch and clinical staff receive training within 30 days of execution of this agreement. The parties will also determine scenarios in which retraining may be required and will mutually facilitate any necessary retraining of Provider or Crosswalk employees.
19. Nothing in this agreement shall be construed to be a guarantee or warranty of any software, data, or process which is provided by a third-party vendor to either Party, including but not limited to EPCR, CAD, and the interfacing software used by Crosswalk. Both Parties agree to maintain and update their systems as recommended by the vendor, and to make best efforts to ensure proper communication between data exchange platforms, however the Parties expressly disclaim any express or implied warranty that any data exchange shall be free of errors, omissions or other data corruption or integrity issues and shall not be responsible one to the other for any failure, including any consequential or actual damages caused from such event.
20. **Term and Termination**:
21. Term- This Agreement shall commence and become effective on the date of the last signature set forth below; this Agreement shall continue for two (2) year from that date (the "Effective Date"); thereafter, this Agreement will automatically renew for successive one (1) year terms, unless terminated by either party as described below. If either Party does not desire to renew the Agreement, that Party agrees to notify the other Party at least sixty (60) days prior to the end of the term.
22. Termination- This Agreement shall be terminated upon the occurrence of any of the following event:
	1. By either Party, upon ninety (90) days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect;
	2. By Crosswalk immediately upon written notice to Provider in the event of:
		1. The limitation, suspension or loss of any license required to perform the services anticipated under the terms of this Agreement; or
		2. Exclusion from the Medicare program, a State Medicaid program, or any other federal health care program (as defined in 42 U.S. Code § 1320a–7b(f)).
	3. The Parties may mutually agree to terminate this Agreement prior to the term
23. **General Terms**:
24. Patient Choice- This Agreement is not intended to influence the free choice of the patient in his or her ability to select healthcare providers or services, nor is it intended to influence the independent medical judgment of the clinical staff of Provider. If the patient, family members, guardian or physician requests an alternate provider, that provider will be summoned, without recourse from Provider.
25. Indemnification of Provider- Except as otherwise provided for herein, Crosswalk shall indemnify and hold harmless Provider, its employees, directors and agents for any act or failure to act by Crosswalk, its employees or agents resulting in liability and/or negligent damages therefrom, including reasonable attorney fees and costs. This provision shall survive termination of this Agreement
26. Indemnification of Crosswalk- Except as otherwise provided for herein, Provider shall indemnify and hold harmless Crosswalk, its employees, directors and agents for any act or failure to act by Provider, its employees or agents resulting in liability and/or negligent damages therefrom, including reasonable attorney fees and costs. This provision shall survive termination of this Agreement.
27. Relationship of the Parties- In the performance of Services under this Agreement, the Parties shall at all times be acting and performing as independent contractors. No provision(s) of this Agreement shall be deemed or construed to create any agency, partnership, joint venture, or employer-employee relationship between Crosswalk and Provider.
28. Confidential Information- Confidential Information as described in this Agreement is information not generally known that is related to the businesses of the Parties, is specifically designated as “Confidential” on any document or data shared by a Party, and that is kept and maintained in a confidential manner by a Party. Such information may include educational and training materials, data on products, surveys, marketing systems and development sales programs, correspondence, provider lists, provider prospect cards, sales reports, and financial data. In addition, patient information acquired while providing analytical or data compilation services under this Agreement is Confidential Information which the Parties shall not release except in accordance with all Laws and as provided herein. The Parties understands that each Party may receive or be exposed to Confidential Information during the course of performing the duties and obligations anticipated by this Agreement. The Parties agree that during the term of this Agreement and following the termination of the Agreement, they shall keep secret all such Confidential Information as long as it is kept and maintained as Confidential Information by a Party, unless they are directed to disclose such Confidential Information by legal proceedings. The Parties shall immediately advise the other Party, in writing, of any request, including a subpoena or similar legal inquiry, to disclose any such Confidential Information, such that the other Party can seek appropriate legal relief. During such time, the Parties will not use for business purposes or make known such Confidential Information to any person, firm, or corporation without first obtaining the written consent of the other Party. Upon the termination of the Agreement, or at any time a Party may so request, the Parties shall turn over to the other Party all notes, memoranda, notebooks, drawings or other records or documents delivered to them by the other Party concerning any Confidential Information, including any copies in their possession, it being agreed that such Confidential Information is the property of the other Party.
29. Government Access to Records- To the extent that any federal or state statute or regulation apply to this Agreement, the Parties agree to provide the Secretary of Health and Human Services and the Comptroller General or their authorized representatives a copy of this Agreement and to such books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished.
30. HIPAA Compliance- Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the " Privacy Rule"), the federal security standards contained in 45 C.F.R. Part 142 (the " Security Rule"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent required by HIPAA Requirements, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services as required for determining compliance with the HIPAA Requirements. The Parties shall enter into a HIPAA Business Associate Agreement attached hereto as Attachment A.
31. Compliance with Other Applicable Laws- Both parties agree to maintain all services furnished in full compliance with all federal, state and local laws, rules, and regulations applicable to the Agreement (“Laws”) as of the effective date of this Agreement. In the event of the repeal, enactment, implementation, amendment or other modification of such Laws has a material impact on the obligations of either Party, then the Parties agree to meet in good faith and use their collective best efforts to address such impact by amendment or otherwise as necessary.
32. Choice of Law- This agreement shall be construed, and the rights and liabilities of the parties hereto determined in accordance with the internal laws of the State of \_\_\_\_\_\_\_ provided, however, the conflicts of law principles of the State of \_\_\_\_\_\_\_ shall not apply to the extent that they would operate to apply the laws of another state.
33. Exclusivity- During the term of this agreement and for one year following the term, Crosswalk shall be the exclusive partner in value-based care services (including but not limited to those services listed in Exhibit A) between Provider and payors in Provider’s service area. Should Provider be approached by an external party to participate in new value-based care programs, Crosswalk shall have the right of first refusal to provide services to Provider to allow for participation in said value-based care program. Otherwise, nothing in this Agreement shall be construed to operate to restrict Crosswalk from engaging with other parties in any manner, including but not limited to agreements with other entities to provide substantially the same services as set forth herein.
34. Force Majeure- Crosswalk shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, acts or regulations of public authorities, or other circumstances not reasonably within its control.
35. No Waiver- The failure by either Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
36. Non-Discrimination. The Service Provider agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee’s hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.
37. Compliance With E-Verify Program.  Under Ind. Code § 22-5-1.7-11, by entering into an agreement with the Customer, the Service Provider is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. The Service Provider is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify
38. Assignment- Crosswalk may assign the rights or duties under this Agreement to any other person or entity at any time with 30 days advance written notice.
39. Notice- Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, to the address listed below:

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| --- | --- | --- |
| City of Larence Fire Dept | Lawrence PSAP | Crosswalk Health |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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With Copy which shall not be construed to be formal notice to:

Provider@EMSagency.com

Provider@PSAP.com

contract@crosswalk.health

1. Severability- In the event that any provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation, without invalidating any other provision of this Agreement, but only if doing so does not make the entire Agreement or the intent of the Parties impossible to maintain, in which case either Party may elect to terminate this Agreement.
2. Construction of Agreement- The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against either Party. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect or limit the meaning of the paragraphs themselves.
3. Entire Agreement- This Agreement and all Exhibits/Attachments referenced herein contain the entire agreement between the Parties and supersedes all prior negotiations, representations, warranties, commitments, offers, writings and agreements, whether oral or written.
4. Modification- No modification of this Agreement shall be valid unless in writing and signed by each of the Parties hereto.
5. Amendments- This Agreement may only be amended by mutual agreement of the Parties hereto provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both Parties prior to the amendment's effective date.
6. Counterparts- This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
7. Authority to Execute and Bind the Party- The persons signing below warrant that they have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

**IN WITNESS WHEREOF, the Parties hereto have executed this agreement all as of the day and year indicated below.**

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| **City of Larence Fire Department** | **Lawrence PSAP** | **Crosswalk Health** |
| BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Print Name and title* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| SIGN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit A: Crosswalk Care Navigation Programs**

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| Program | Example Program Description | ProposedGo-live |
| 911 Care Navigation | * Warm hand-off of low-acuity 9-1-1 callers from local 911 EMD service to Crosswalk Health 911 Care Navigation system, to facilitate appropriate care.
* Services described in more detail in Sections II, III, and IV of this document.
 | Q2 2025 |
| Frequent Utilizer  | * Identify frequent users of emergency services and provide proactive engagement and care delivery services to change patient behavior and utilization patterns.
* Detailed services and scope to be mutually defined by the Parties prior to initiation of program.
 | TBD via mutually agreed workgroup |
| Transition of Care | * Engage patients and coordinate care across transitions between various care settings, ensuring adequate access to appropriate clinical services and adherence to care plans.
* Detailed services and scope to be mutually defined by the Parties prior to initiation of program.
 | TBD via mutually agreed workgroup |
| Additional Value Based Care programs co-designed with Provider and external partners | * TBD
 | TBD via mutually agreed workgroup |

Exhibit B: Call Types Sent to Crosswalk

To be completed by the parties within 30 days of effective date