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VOID SIX MONTHS FROM DATE OF ISSUE

****FIVE HUNDRED THOUSAND AND XX / 100 DOLLAR****

Pay Amount

\$500,000.00***

Pay

To The

Order Of

CITY OF ALAMEDA FIRE DEPARTMENT 1300 PARK ST

ALAMEDA, CA 94501-

Stere Manning

Authorized Signature

at in

#2562589# #122000496# 7020015890#

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

Alex Briscoe, Director



Emergency Medical Services District

1000 San Leandro Blvd, Suite 200 Main San Leandro, CA 94577Fax(510) 618-2099

Fred Claridge, EMS Director Karl Sporer M.D., Medical Director (510) 618-2050

ong oug This is to confirm that

_ received check # 2562589

from the County of Alameda for \$500,000.00 on Z /Z0/15.

- Daug Li - mint Firi Ch' " Signature /

Title

A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR HEALTH SERVICES FOR THE COUNTY OF ALAMEDA

RESOLUTION NUMBER R-2015 - 38

WHEREAS, the County of Alameda (County) and the City of Alameda have agreed to pilot a community paramedicine project to serve low-income residents of Alameda County;

WHEREAS, on February 3, 2015 the Health Care Services Agency has requested that this Board of Supervisors approve a one-time allocation of \$1,250,000 to contract with The City of Alameda; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that the City of Alameda has the necessary professional qualifications and has demonstrated competence in providing medical and public health services; and

WHEREAS, the City of Alameda has demonstrated readiness and commitment to the Community Paramedicine Pilot Project, in terms of labor, administrative support, and necessary collaborative partnerships to execute critical components of the Community Paramedicine Pilot Project as outlined by the State of California Emergency Medical Services Authority and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation;

NOW, THEREFORE, BE IT RESOLVED as follows:

- The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
- The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of the The City of Alameda's services.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on February 3, 2015 by the following called vote:

AYES: Supervisors Chan, Carson, Miley, Valle & Pres. Haggerty - 5

NOES: None EXCUSED: None

President of the Board of Upervisors County of Alameda, State of California

ATTEST: Clerk of the Board of Supervisors, County of Alameda

APPROVED AS TO FORM: Donna Ziegler, County Counse!

By:

Farand Kan Deputy County Counsel

COUNTY OF ALAMEDA STANDARD SERVICES AGREEMENT

This Agreement, dated as of January 1, 2015, is by and between the County of Alameda, hereinafter referred to as the "County", and the City of Alameda, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Community Paramedicine services which are more fully described in Exhibit A hereto ("Community Paramedicine Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to the County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Community Paramedicine Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	The Iran Contracting Act (ICA) of 2010
Exhibit G	Alameda County Paramedic Pilot Project Approved by the California
	Emergency Medical Services Authority
Attachment A	Measure A Allocation Reporting Form FY 14-15
Attachment B	Small, Local, and Emerging Business (SLEB Waiver)

The term of this Agreement shall be from January 1, 2015 through December 31, 2016.

The compensation payable to Contractor hereunder shall not exceed One million, two hundred fifty thousand dollars (\$1,250,000) for the term of this Agreement which shall be paid in installments agreeable by Contractor and County.

Alexander Nguyen Assistant City Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF ALAMEDA COUNTY OF ALAMEDA Signature Signature Scott Haggerty John A. Russo Name: Name (Printed) (Printed) Title: City Manager, City of Alameda Title: President of the Board of Supervisors Date: /- 12-20/5 Approved as to Form: Approved as to Form: Bv: By: Name: Name: Title: Deputy (outy (oursel Alah M. Cohan Title: Assistant City Attomoy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

 INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from

Page 3 of 16

payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold 2. harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. INSURANCE AND BOND: Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not

Page 4 of 16

seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self -insurance shall be called upon to protect it as a named insured.

- 4. PREVAILING WAGES: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
- 5. WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
- 6. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the

injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff was involved.

- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
- 7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- 8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
- 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
- 10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials. 12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written

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confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

- To County: COUNTY OF ALAMEDA 1000 San Leandro Blvd., Ste. 200 San Leandro CA 94578 Attn: Fred Claridge Alameda County EMS Director
- To Contractor: CITY OF ALAMEDA City Government Office Alameda City Hall, 2263 Santa Clara Avenue Alameda, CA 94501 Attn: John A. Russo City Manager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

- 14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
- 15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal

Page 9 of 16

Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority and womenowned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
- 16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
- 17. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements

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charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

- 18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
- 19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- 20. TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time

upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Community Paramedicine Services shall not exceed \$1,250,000 (one million two hundred fifty thousand dollars) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Contractor has been approved by County to participate in contract without SLEB participation (SLEB Waiver No. 11543). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

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e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at <u>ACSLEBcompliance@acgov.org</u>.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

- 26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- 29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
- SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

Contract No. 11153

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
- 31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
- 32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- 33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - a. If Contractor is obligated to defend County pursuant to this Section 31 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that

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they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 31, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor.
- 36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

Contract No. 11153

ADDITIONAL PROVISIONS

1. Paragraph 20 of the General Terms and Conditions (TERMINATION) is replaced with the following paragraphs:

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Community Paramedicine Services shall not exceed \$1,250,000 (one million two hundred fifty thousand dollars) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

The Contractor has and reserves the right to suspend, terminate or abandon the execution of any work associated with this agreement with the County without cause at any time upon giving the County prior written notice. In the event that the Contractor should suspend, terminate or abandon work under this agreement, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Community Paramedicine Services shall not exceed \$1,250,000 (one million, two hundred fifty thousand dollars) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

In the event that either party exercises its rights to suspend, terminate or abandon the execution of work under this provision, Contractor shall return to County the initial \$500,000 payment described in Exhibit B of this Agreement.

Paragraph 2 of the General Terms and Conditions (INDEMNIFICATION) is replaced with the following paragraphs:

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with Contractor's performance of this agreement. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

To the fullest extent permitted by law, County shall hold harmless, defend and indemnify the Contractor, its City Council, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from County's performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with County's performance of this agreement. The Contractor may participate in the defense of any such claim without relieving County of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to Contractor, including defense costs, and shall not be limited by any insurance limits.

In the event that County or any employee, agent, or subcontractor of County providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Contractor, County shall indemnify, defend, and hold harmless Contractor for the payment of any employee and/or employer contributions for PERS benefits on behalf of County or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Contractor.

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- 3. Paragraph 4 of the General Terms and Conditions (PREVAILING WAGES) is deleted.
- 4. Paragraph 22 of the General Terms and Conditions (FIRST SOURCE PROGRAM) is replaced with the following paragraphs:

FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public. Contractor is relieved of its obligations under this paragraph in circumstances where the advance notice to County would be in conflict with applicable civil service rules, or local rules and regulations.

County Counsel Signature:

EXHIBIT A DEFINITION OF SERVICES

CONTRACTORCity of Alameda, Fire DepartmentCONTRACT PERIODJanuary 1, 2015 through December 31, 2016CONTRACT AMOUNT\$1,250,000

1. Program Description and Services Alameda County Community Paramedicine Pilot Project

II. Contracted Services

The City of Alameda ("Contractor") shall provide Alameda County Health Care Services Agency (HCSA) with services to support the Alameda County Community Paramedicine Pilot Project as set forth in Exhibit G. Contractor shall perform all services under this Agreement pursuant to the California Emergency Medical Services Authority (CEMSA)'s HWPP #173 Community Paramedicine Project, as approved by the California Office of State-Wide Planning and Development in its November 14, 2014 approval letter with amendments, and any subsequent amendments.

Contractor's Fire Department, in partnership with Alameda County Emergency Medical Services (EMS), will implement the Alameda County Community Paramedic Pilot Project. The Pilot Project was developed by Alameda County EMS and approved by the California Emergency Medical Services Authority (CEMSA) and California Office of State-Wide Planning and Development (OSHPD). The Alameda County Paramedic Pilot Project approved by the California Emergency Medical Services Authority and revised December 3, 2014 (Exhibit G) addresses the needs of two at-risk populations: frequent users of the 911 system and post hospital discharged patients, by providing the following services:

- Follow-up care for persons recently discharged from Alameda Hospital and Alameda Health System – Highland Hospital who are at increased risk of return to the emergency department or readmission to the hospital and suffering from Acute Myocardial Infarction (AMI), Congestive Heart Failure (CHF), Sepsis, Pneumonia, or Chronic Obstructive Pulmonary Disease (COPD).
- 2. Referrals to primary healthcare providers, healthcare and social assessments, and resources for frequent 911 callers or frequent visitors to emergency departments.

III. Contract Terms

A. The terms of the contact are based on satisfactory performance and reporting, and subject to performance reviews.

IV. Program Information and Requirements

A. Program Goals and Priority Actions

The goal is to provide healthcare and social assessments, resources, and referrals to primary healthcare providers to frequent users of the 911 system and recently discharged hospital patients in order to reduce the number of unnecessary Emergency

Medical Services (EMS) transports, Emergency Department (ED) visits, and hospitalizations.

To achieve this goal, the Contractor will manage the Alameda County Community Paramedicine Pilot Project to achieve the following priorities:

- 1. Train 6 individuals to become Community Paramedics (CPs);
- 2. Identify, conduct outreach to, and conduct home visits with *Familiar Face* clients (clients who have called 911 three or more times in the last six months) and recently discharged hospital patients by trained CPs to provide the following services:
 - a. Further medical and social assessment of their chronic conditions;
 - b. Coordination of necessary follow up care, including hospital discharge instructions;
 - c. Medication compliance to ensure that they have obtained and are taking medication as prescribed; and
 - d. Referral to licensed healthcare providers to prevent an exacerbation of a medical condition and coordination of social and healthcare resources available within Alameda County for *Familiar Face* clients and recently discharged patients.
- B. Target Population

Alameda County residents living within the City of Alameda who are **Super** and **Mega Users** of the 911 system and/or who are recently discharged hospital patients from Alameda Hospital and Alameda Health System – Highland Hospital. (**Super Users** are clients who have called 911 for medical help 20 – 50 times in the last year, and **Mega Users** are those who have called 911 for medical help over 50 times in the last year.)

C. Program/Service Description Provide healthcare and social assessments, resources, and referrals to *Super* and *Mega Users* of the 911 system and recently discharged hospital patients.

V. Contract Deliverables and Requirements

A. Goals, Objectives & Performance Measures Contractor shall provide the following services and report on the following goals, objectives and performance measurements:

GOAL 1

To provide healthcare and social assessments, resources, and referrals to frequent users of the 911 system and recently discharged hospital patients by Community Paramedics

OBJECTIVES	PERFORMANCE MEASURES
1.1 Plan, implement, and evaluate the Pilot	QUALITY
Project infrastructure and program structure, as defined in The Approved Pilot Project (Exhibit G), which includes: a. Collaborate with the County to create a	 a. Timeline for the performance of all phases of the project b. % adherence to the Approved Pilot Proposal
timeline for the performance of	 c. % compliance with all pertinent
Contractor's services	rules, regulations, laws and codes of
b. Establish clinical training sites in	Federal, State and County applicable
collaboration with County, and execute	to Emergency Medical Services
required contracts	d. % partners quarterly who report
c. Work in collaboration with partnered	through partner satisfaction surveys

	OBJECTIVES	PERFORMANCE MEASURES
1.00	hospitals	that they were satisfied with efforts of
d	. Assign and manage Pilot Project staff,	Pilot Program staff
	as permitted by current labor	
1	agreements	
e	. Communicate and manage any labor	
	issues that arise	
f.		
1	at least 2 full-time positions of 40 hours	
1	per week	
g.		
- T	Evaluate performance of each CP	
1 1		
"	for program administrators or Steering	
1	Committee members	
<u>ј</u> ,	Establish policies and procedures to	1
, <u>,</u>	assure patient safety, which may	5.
1	include dispatch, basic life support,]
1	advanced life support, activating	1
1	EMS, patient care guidelines and	
ł –	quality improvement requirements	
1.2 Tr	ain 6 Community Paramedics	EFFORT
a.		a. 120 hours of core training completed
	Community Paramedic training for 6	by 6 CPs
1	fire paramedics, in collaboration with	b. 60-80 hours of local CP training
	Alameda County EMS and as defined in	completed by 6 CPs
	the Approved Pilot Project (Exhibit G)	QUALITY
b.	Coordinate 60-80 hours of local	c. % of participants who report on
	Community Paramedic training	training evaluation forms that they
	(internships) for 6 fire paramedics, in	were satisfied or would recommend
	collaboration with Alameda County	the training to a colleague
l.	EMS and as defined in the Approved	IMPACT
	Pilot Proposal	d. % participants who complete and are
C.	Provide ongoing Community	qualified at end of training to provide
	Paramedic training, if needed, to the 6	community paramedicine services to
	new CPs, in collaboration with the	County residents
	County	
d.	Maintain required certifications and	
	licenses of the 6 CPs	
	ntify, contact, and conduct CP home	EFFORT
12122-0012	ts to Familiar Face 911 users and	a. No. of Familiar Face and post hospital
	ently discharged hospital patients with	discharge patients enrolled in the Pilot
	F, COPD, MI, Sepsis and Pneumonia, to	Project each quarter
-	wide the following services:	b. Conduct a combined total of 60 home
а.	Further medical and social assessment	visits and assessments per month,
F	of their chronic conditions	beginning in February 2015.
b.	Coordination of necessary follow up	c. Make at least 25 referrals a month, connecting patients with social services
	care, including hospital discharge instructions	or licensed healthcare providers,
C.	Medication compliance to ensure they	beginning in February 2015.
L.	have obtained and are taking	QUALITY
	medication as prescribed	d. % of participants quarterly who report
	inconcectori do preserioce	a. your participants quarterly who report

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OBJECTIVES	PERFORMANCE MEASURES
d. Referral to licensed healthcare	through patient satisfaction surveys
providers to prevent an exacerbation of	
a medical condition	services provided
e. Referral and coordination of social and	IMPACT
healthcare resources available within	e. % change among Familiar Face and
Alameda County	discharged patients who are under the
	care of a Primary Care Physician,
10	reported guarterly
	f. % change in frequency of use of 911
	services among 38 baseline Familiar
	Face patients in Alameda City, reported
	quarterly
	g. % change in frequency of hospital
	readmissions within 30 days of
	discharge among baseline group of
	discharged patients with CHF, COPD,
	MI, Sepsis and Pneumonia, reported
	quarterly
	h. % change in financial cost to County of
	911 calls and transports, readmissions
	within 30 days of discharge, and
	unnecessary Emergency Department
	visits, reported quarterly
a. 1.4 Develop and implement the Alameda	QUALITY
County Community Paramedic Quality	b. % of CPs' patient charts reviewed by
Improvement (QI) Plan, as defined in the	Care Coordinator within 24 hours
Approved Pilot Project (Exhibit G)	c. % of CPs' patient charts reviewed by
a. Collect and report, in collaboration	peers within 24 hours
with the County, all data required by	d. % change in satisfaction rating of
the State for Pilot Project	annual QI Plan by Alameda County EMS
b. Comply, in collaboration with the	Medical Director
County, with all Health Insurance	e. % patient charting review, feedback,
Portability and Accountability Act	and oversight provided by CP Steering
(HIPAA) and Confidentiality laws for	Committee, as stated in QI section of
data collection and reporting activities	the Approved Pilot Project (Exhibit G)
c. Care Coordinator provides daily QI	f. % change in QI reports that indicate
review of CPs' completed patient charts	visits could have resulted in critical
d. CPs provide daily QI peer review of	outcomes
colleagues' patient charts	
e. Collaborate with Alameda County EMS	
Medical Director to evaluate the QI	
Plan at least once annually	
f. Create an immediate education	
training plan for CP if any QI review	
indicates that CP's actions could have	
resulted in a critical outcome	

B. Results-Based Accountability

Contractor will engage in a process with Alameda County Health Care Services Agency (HCSA) to report performance measures that inform how the Contractor's programs and services improve the lives of their clients. The Contractor's performance measures shall

address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

Results-Based Accountability activities shall include:

- Participate in meetings with the HCSA's Public Health Department Community Assessment, Planning, Evaluation and Education (CAPE) Unit to develop, select, and sort performance measures using a Results-Based Accountability framework;
- 2. Develop and implement data-collection tools;
- 3. Prepare and submit progress reports and a final report to HCSA and the Measure A Citizen Oversight Committee (See Attachment A); and
- 4. Prepare and deliver a presentation to the Measure A Citizen Oversight Committee on reported performance measures if requested.

VI. Reporting Requirements

A. Contractor shall provide County with quarterly expenditure and narrative reports detailing the use of funds and the performance measures per Exhibit A. Reports shall be provided by the 15th day of the month following the quarter end as follows:

Report No. [Service Period	Report Schedule
1	Jan. to Mar. 2015	April 15, 2015
2	Apr. to Jun. 2015	July 15, 2015
3	Jul. to Sept. 2015	October 15, 2015
4	Oct. to Dec. 2015	January 15, 2016
5	Jan. to Mar. 2016	April 15, 2016
6	Apr. to Jun. 2016	July 15, 2016
7	Jul. to Sept. 2016	October 15, 2016
8	Oct. to Dec. 2016	January 15, 2017

- B. Contractor shall complete the FY 2014-2015 Measure A Citizen Oversight Committee Allocation Report by August 15, 2015 and the FY 2015-2016 Allocation Report by August 15, 2016. The Measure A Oversight Committee's role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors and the public on the conformity of such expenditures to the purposes set forth in the ordinance. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report.
- C. This contract is partly funded by the Measure A essential health care services tax revenue. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
 - 1. Contractor shall announce funding award only after
 - a. the contract has been fully executed and
 - b. announcement activities have been discussed with the Measure A Administrator.
 - 2. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - 3. Contractor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold

messages and outdoor ads. All printed materials and promotional products will include the following language:

Funded by Alameda County Measure A Essential Health Care Services Initiative

4. Materials produced with Measure A funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Measure A, and the recipient will not be additionally reimbursed for use or reproduction.

EXHIBIT B TERMS OF PAYMENT

Contracting AgencyAlameda County Health Care Services AgencyContractor NameCity of AlamedaContract PeriodJanuary 1, 2015 through December 31, 2016Type of ServicesCommunity Paramedicine Pilot ProjectContract Amount\$1,250,000

J. Project Budget & Narrative

A. Budget

	Description/Months	Annual Salary & Benefits	Two-Year Program Total	Measure A	EMS Funds
Personnel	Fire Chief (.15 FTE)	\$324,434	\$97,330	\$0	\$0
	EMS Chief (.50 FTE)	\$279,060	\$279,060	\$0	\$171,472
	EMS Education Coordinator (.50 FTE)	\$143,532	\$143,532	\$0	\$143,532
	Fire Administrator Supervisor (.10 FTE)	\$143,532	\$28,706	\$0	\$28,706
	Admin Tech 1 (.10 FTE)	\$74,406	\$14,881	\$0	\$14,881
	Admin Tech 2 (.10 FTE)	\$82,043	\$16,409	\$0	\$16,409
	Community Paramedic (2 FTEs)	\$403,466	\$806,932	\$750,000	\$0
	Salary for Training of 6 CPs (40hrs x 8wks)	\$133,011	\$133,011	\$0	\$0
	Back Fill for Salary (20, 24hr shifts x 6)	\$156,508	\$156,508	\$0	\$0
Operations	Vehicle, Maintenance & Fuel	\$70,000	\$70,000	\$0	\$70,000
	Technology & Communication	\$35,000	\$35,000	\$0	\$35,000
	Other Office Supplies & Equipment	\$20,000	\$20,000	\$0	\$20,000
	Project Total		\$1,801,369	\$750,000	\$500,000
FERRE	Contract Amount			\$1,250	0,000
	City of Alameda Costs		\$551,369		

B. Budget Narrative

Personnel Expenses	Description
Fire Chief (.15 FTE)	Provide project direction, Supervise EMS Chief & Fire Admin Supervisor, budget oversight, collaborate with labor and project partners
EMS Chief (.50 FTE)	Program management, direct supervision of the EMS Education Coordinator, and six (2) active and (4) reserve community paramedics.
EMS Education Coordinator (.50 FTE)	Provide site coordination, collaborate on the development of response protocols, develop and deliver local training curriculum, and provide/report on quality improvement plan.

EMS Education Coordinator (.50 FTE)	Provide site coordination, collaborate on the development of response protocols, develop and deliver local training curriculum, and provide/report on quality improvement plan.
Fire Administrator Supervisor (.10 FTE)	Supervise Admin Tech 1 & Admin Tech 2, Budget/Expense tracking, analyzing, and reporting, Measure A financial reporting
Admin Tech 1 (.10 FTE)	Purchasing, accounts payable
Admin Tech 2 (.10 FTE)	EMS data management and reporting
Community Paramedic 1 (1 FTE)	Service delivery
Community Paramedic 2 (1 FTE)	Service delivery
Salary for Training of 6 CPs (200 hours)	Employee cost during training
Back Fill for Salary (200 hours)	Replacement of personnel during CP training.
Operational Expenses	Description
Vehicle, Maintenance & Fuel	Vehicle purchased for program exclusive use, fuel and maintenance during the two year period.
Technology & Communication	Computers, cell phones, radios, and technology related medical equipment.
Other Office Supplies & Equipment	Exclusive use office space including cost of utilities and maintenance. Desks, file cabinets, phones, office supplies and other misc. supplies and equipment.

II. Terms and Conditions of Payment

- A. The total amount of reimbursement under the terms of this Agreement shall not exceed \$1,250,000. Funds shall be used solely in support of the project's program budget.
- B. Of the total \$1,250,000 contract, the \$750,000 in Measure A funds will only be used to reimburse the Contractor for direct health services provided by the 2.0 FTE, as shown in Part 1 above.
- C. Of the total \$1,250,000 contract, the \$500,000 in EMS Trust funds will only be used to reimburse the Contractor for operational costs and personnel as shown in Part I above.
- D. Contractor shall adhere to the budget amounts allocated by each line item in the Project Budget, Part I and not divert funding from one line item to another.
- E. Contractor shall invoice the County quarterly for actual expenses incurred, not to exceed \$93,750 per quarter with the exception of the initial payment in the amount of \$500,000. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. The final invoice shall be for an amount not to exceed the remaining balance of the contract.
- F. Invoices must be accompanied by a narrative statement on services provided during that invoice period referencing the deliverables on Exhibit A. Narrative reports are due on the 15th of the month following the end of the quarter. Invoices and reports will be reviewed for approval by the Alameda Health Care Services Agency Emergency Medical Services Division Finance Department.

- G. County shall use best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, reports and any other back up documentation as requested.
- H. County agrees to provide funding for a maximum payment of \$1,250,000 for the 24-month period. Upon the completion of the first 12 months of the project, County and the Contractor agree to review all actual expenditures and patient outcomes to determine whether additional funding is needed.
- I. Payment Schedule

County shall pay Contractor a sum not to exceed \$1,250,000 for the period of January 1, 2015 through December 31, 2016. A total of nine (9) payments shall be made as follows:

Payment No.	Service Period	Payment Schedule	Payment Amount Not to Exceed
1	Upon full execution of Standard Services Agreement	Within ten (10) business days of full execution of Standard Services Agreement	\$500,000
2	Jan. to Mar. 2015	April 30, 2015	\$93,750
3	Apr. to Jun. 2015	July 31, 2015	\$93,750
4	Jul. to Sept. 2015	October 31, 2015	\$93,750
5	Oct. to Dec. 2015	January 31, 2016	\$93,750
6	Jan. to Mar. 2016	April 30, 2016	\$93,750
7	Apr. to Jun. 2016	July 31, 2016	\$93,750
8	Jul. to Sept. 2016	October 31, 2016	\$93,750
9	Oct. to Dec. 2016	January 31, 2017	\$93,750

J. Invoicing Procedures

Contractor shall invoice the Count in accordance with the schedule of payment sin Section II.I above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY ATTN: SALLY IANIRO 1000 SAN LEANDRO BLVD STE 200 SAN LEANDRO CA 94577

Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency.

EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

-	TYPE OF INSTRANCE COVERAGES	MINIMUM LINGTR	
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage	
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed an permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) d Any Auto Bodily Injury and Property Damage	
2	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease	
)	Professional, Medical and Hospital Lizbility	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage	
E		be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the loyees and representatives, with the exception of Professional Liability, Workers'	
	policies and coverage(s) written on a claims-made basis shall be	maintained during the entire term of the Agreement with the following exception: Insurance maintained during the entire term of the Agreement and until 3 years following termination he retroactive date of said insurance (as may be applicable) concurrent with the	
1	 REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties: Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 		
	admitted to the State of California unless otherwise waived by Ris	hed through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be sk Management, and with deductible amounts acceptable to the County. Acceptance of liability of Contractor hereunder. Any deductible or self-insured retention amount or other y of the Contractor.	
	5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.		
7	 endorsements for each subcontractor. All coverages for subcontra JOINT VENTURES: If Contractor is an association, partnership following methods: 	actors shall be subject to all of the requirements stated herein. or other joint business venture, required insurance shall be provided by any one of the with each entity included as a "Named Insured (covered party), or at minimum named as an	
;	 endorsements for each subcontractor. All coverages for subcontration. JOINT VENTURES: If Contractor is an association, partnership following methods: Separate insurance policies issued for each individual entity, "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or 	actors shall be subject to all of the requirements stated herein. or other joint business venture, required insurance shall be provided by any one of the with each entity included as a "Named Insured (covered party), or at minimum named as an	
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-	 endorsements for each subcontractor. All coverages for subcontration. JOINT VENTURES: If Contractor is an association, partnership following methods: Separate insurance policies issued for each individual entity, "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or CANCELLATION OF INSURANCE: All required insurance s cancellation. CERTIFICATE OF INSURANCE: Before commencement of a applicable insurance endorsements, in form and satisfactory to Corights to require the Contractor to provide complete, certified copier of the second second	actors shall be subject to all of the requirements stated herein. or other joint business venture, required insurance shall be provided by any one of the with each entity included as a "Named Insured (covered party), or at minimum named as an other joint business venture included as a "Named Insured. hall be endorsed to provide thirty (30) days advance written notice to the County of my operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and unty, evidencing that all required insurance coverage is in effect. The County reserves the es of all required insurance policies. The require certificate(s) and endorsements must be sen	

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Alameda

Alexander Nguyen PRINCIPAL: John A. Russo Assistant City Manager **TITLE: City Manager** DATE: 1-22-201 SIGNATURE: (Page 1 of 1

EXHIBIT E HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and <u>the City of Alameda</u>, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Page 1 of 6

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as

required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. Scope of Exhibit. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits*. Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule*. When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. HIPAA Security Rule. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- Notification of Breach. During the term of the Agreement, Business Associate shall notify F. Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. Review of Records. Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. Performing Covered Entity's HIPAA Obligations. To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. Restricted Use of PHI for Marketing Purposes. Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. Restricted Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. De-Identification of PHI. Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such deidentification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. Material Contractual Breach. Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. Individual Access to PHI. Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. Accounting of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. Amendment to PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. Termination for Cause. A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. Termination due to Criminal Proceedings or Statutory Violations. Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. Return or Destruction of PHI. In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. Regulatory References. A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. Amendments. The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. Survival. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. No Third Party Beneficiaries. Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. Governing Law. The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 et seq.). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR**:

Name:	, ,
By (Signature):	- 1/22/2015
Print Name: John A. Russo	Alexander Nguyen
Title: City Manager	Assistant City Manager

EXHIBIT F COUNTY OF ALAMEDA THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

- The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202I, I have described in detail the nature of the exception:

NAME: City of Alameda Alexander Nguyen Assistant City Manager TITLE: City Manager PRINCIPAL: John A. Russo, DATE: 1-22-2015 SIGNATURE:

EXHIBIT G ALAMEDA COUNTY PARAMEDIC PILOT PROJECT APPROVED BY CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY



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Routine Medical Care – Adult Policy
Community Paramedic Comprehensive Assessment Policy
Home Safety Inspection Checklist
Community Paramedic Continuous Quality Improvement Plan

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Need for Proposed Project

Alameda County's population is the seventh largest in California at 1.5 million within a geographic area of 821 square miles. Annually the emergency medical services (EMS) system runs 110,000 calls per year with 90,000 transports. Area emergency departments (EDs) see 475,000 patients annually and hospitals discharge roughly 110,000 patients. Based on national research, not all of these EMS calls, ED visits, and hospitalizations may have been necessary. The Institute on Medicine identified that \$750 billion of the \$2.6 trillion spent on healthcare did nothing to make anyone healthier. Roughly \$0.30 of every dollar spent was wasted. Medicare has already taken strides to eliminate spending by not reimbursing readmissions within 30 days for certain conditions.

Frequent 911 Callers

In Alameda County, these inefficiencies cause numerous challenges in the local healthcare delivery system. Over the last 12 months, EDs collectively have been saturated to the point of diverting ambulance traffic for a total of 792 hours. Many people in Alameda County use the 911 systems as their main point of access to primary healthcare, medical consults, "after hours/weekend" care, etc. Many studies indicate that 35-40 percent of these ED patients could have been seen in a primary care environment. Frequent, unnecessary utilization of these resources by low-acuity patients can make EMS resources unavailable to high-acuity patients in their time of need.

A review of 2013 EMS data identified 162,252 responses and 109,923 transports were performed within the county of Alameda. Based on other successful community paramedic projects, approximately 30 percent most likely did not require an ambulance or an emergency department. That equates to 32,976 ambulance transports to an emergency department that could have been handled differently. As further evidence of the need for more proactive and comprehensive healthcare and social services, 163 patients were transported by EMS more in Alameda County more than 20 times in 2013 – 32 were transported more than 50 times – 11 more than 100 times and 3 more than 200 times, with the highest being 358 transports for one patient in a year. These "Familiar Faces" require significant EMS and ED resources each time 911 is activated. There is a gap in their healthcare delivery system that is causing this excessive number of transports.

Through additional training in assessment and resources available, the community paramedics (CPs) will have the skills and tools to educate the Familiar Faces on how to access the needed healthcare and county resources for non-acute conditions instead of using the 911 system. Other Community Paramedicine programs have been successful at reducing Familiar Face transports by 70 percent, saving significant EMS and ED resources for those who really need them as well as reducing the overall cost of healthcare.

Recently Discharged Hospital Patients

Over 9,000 patients were discharged from Alameda Health Systems during 2013. Some of these patients returned to the hospital (via EMS or private vehicle) within 30 days of being discharged. As stated previously, Medicare is taking a hard line on a few primary diagnoses and will no longer reimburse the hospital or physician for the related readmission. There are five discharge diagnoses that Medicare has identified as the most costly – CHF, COPD, MI, Sepsis, and Pneumonia. 2011 data indicates they caused 463,500 readmissions at a cost of \$6 billion. The assumption is that either these patients were discharged too soon or there was a lack of follow-up to ensure compliance with discharge instructions.



Of the patients discharged from Alameda Health Systems, roughly over thirty percent had one of these five primary diagnoses. During the pilot project, the CP's will meet with recently discharged hospital patients to ensure they fully understand the discharge instructions, any new prescriptions, and when their next physician follow-up visit is scheduled. The CPs will also use the expanded assessment skills to identify changes in healthcare that need to be relayed to the physician before the next appointment. In turn, each admission or readmission prevention is estimated to save the healthcare system \$13,000 based on Medicare's 2011 report.

Gap

Currently, there is no service that provides this level of pre-hospital assessment and care for non-acute medical conditions. This pilot project does not include patients who require constant in-home care, such as that provided through home healthcare agencies.

The goal of the pilot project is to connect patients with their primary healthcare providers proactively and avoid unnecessary EMS transports, ED visits, and hospitalizations. The CP will fill this current void solidifying new and successful means of communication between patients and health professionals to provide more timely and effective patient care.

Project Partners and Supporting Agencies

- Adult and Aging Services
- Alameda Alliance
- Alameda County Fire Department
- Alameda County Healthcare for the Homeless
- Alameda County Hospice Systems Coordinator
- Alameda County Medical Center (including City of Alameda Healthcare District and San Leandro Hospital)
- Alameda County Public Health
- Alameda County Regional Emergency Communications Center
- Alameda Firefighters Local 689
- Alameda Police Department
- Alta Bates Hospital
- Asthma Start Program
- Behavioral Health Care Services
- CalFresh
- CalWORKS
- Cherry Hill Detox and Sobering Centers
- Children's Hospital
- Developmental Disabilities Council
- Eden/Sutter Hospital
- Fast Response School of Healthcare Education
- Federally Qualified Health Centers (FQHCs)
- General Assistance
- HAART Addiction Treatment Center
- Hayward Firefighters Local 1909
- Hayward Police Department
- Health Coaches Program
- Injury Prevention Program
- Kaiser Permanente
- Las Positas College Paramedic
- Medi-Cal
- Paramedics Plus
- Program
- Regional Center of the East Bay
- St. Regis Retirement Center
- St. Rose Hospital
- Summit Hospital
- Tiburcio Vasquez Health Center
- TRUST Clinic
- Valley Care Hospital



Steering Committee

The Steering Committee of the Alameda County Community Paramedicine Pilot Project will be an entrusted panel of hospital, public health, and EMS personnel whom have expertise within the healthcare field. They will guide the development of the project and serve as subject matter expert consultants for the pilot project. The Project Manager is the point of contact for the Steering Committee, facilitating the meetings, acting as the agenda organizer, and ensuring the project remains on track. The members of the Steering Committee consist of:

- 1. Dr. Karl Sporer, EMS Agency, Project Medical Director
- 2. Brandon Rowley, EMS Agency, Program Manager
- 3. Daren Olson, Alameda City Fire Division Chief
- 4. Gail Porto, RN, Alameda City Fire EMS Coordinator
- 5. Carol Ravanara, Manager of Case Management Alameda Health Systems
- 6. Karen Taylor, Alameda Hospital, Director of Quality and Risk
- 7. Tom Sugarman, M.D., F.A.C.E.P., F.A.A.E.M
- 8. Dr. Jim Yeh, M.D., Alameda Inpatient Medical
- 9. Dr. Jay Goldman, Kaiser Permanente, Northern California EMS Liaison

CP Selection, Supervision, and Monitoring Selection

- **Candidate Criteria**: The candidates will undergo an interview selection process by a panel of fire, EMS agency, and hospital personnel. In addition, the supervisor and program manager will be involved in the selection process due to their first hand working knowledge of the paramedics currently working within the Alameda County EMS System.
- Experience Level: The candidate will have a minimum of four years' experience as a practicing licensed paramedic.
- Informing the Candidate: During the selection process, the candidate will be informed of responsibilities and limitations of their paramedic practice under the Health Workforce Pilot Project statute and regulation and sign a written agreement upon selection.
- Number of Candidates: After the selection process, Six Paramedics will be trained as Community Paramedics.

Supervisor Information

- Criteria Selection: Due to the knowledge depth of the current operating EMS system and licensure a registered nurse, the EMS Coordinator from Alameda City Fire Departments will act as a supervisor of the candidates selected. In addition, an Alameda City Division Chief will act as the program manager for that city.
- Orientation Plan: The Supervisor has extensive hospital and Public Health experience. They are also accomplished paramedic instructors and will be utilized as much as possible during the educational phase.
- Number of Supervisors: Program oversight will be Brandon Rowley from Alameda County EMS. In addition, there will be one Supervisor and one Program Manager from Alameda City Fire.

Monitoring

- Candidate Progress & Competency: The pilot project will use charting software to monitor the candidate's progression and competency benchmarks. Software from several successful CP programs is currently being evaluated to determine the most appropriate solution.
- Supervisor Fulfillment of Roles: An outline of expectations and roles will be developed with the supervisor based on existing supervisors from other CP programs. They will have complete access to the selected charting software to effectively monitor the personnel providing services. In addition, the supervisor will be responsible for reports and aggregated data analysis as required for the pilot projects.
- Site Compliance with Selection Criteria: The supervisor will provide the initial review of the patients selected for the pilot projects to ensure compliance. The Steering Committee will also be provided regular reports that would identify non-compliance with the approved selection criteria.
- Information Reporting System: The pilot projects will use charting software to monitor the candidate's progression and competency benchmarks. Software from several successful CP programs is currently being evaluated to determine the most appropriate solution. Partner hospitals have agreed to participate with the information gathering and reporting necessary for these projects.

Project Methodology and Protocols

Client Identification

- 1. The selection of Familiar Faces (i.e., frequent 911 patients) for the pilot project will be data driven through the centralized EMS database.
- 2. Hospital patients with eligible discharge diagnoses for the pilot project will be identified by hospital case managers from Alameda Health Systems.

Client Scheduling

- 1. Once identified, the CP Coordinator will contact the prospective Familiar Face client and explain the pilot project. If interested, the CP Coordinator will assign a CP to make contact with the new enrollee.
- 2. Once referred from the hospital, the discharged patient will be assigned a CP by the CP Coordinator.

(See Appendices for algorithm, Policy 1 &2)

Client Initial Visit

- 1. The CP will meet with the Familiar Face client and obtain written consent to participate in the program. Following a routine and comprehensive assessment (see appendices), the CP will determine healthcare and social needs.
- 2. The CP will review discharge instructions, new medications, and confirm the client's next physician appointment. A routine and comprehensive assessment (see appendices) will also be completed. Any findings that cannot wait until the follow-up appointment will be immediately shared with the patient's primary care physician.

Client Follow-Up

Each client will require different levels of phone and in-person contact. Following each visit, subsequent calls and/or visits will be scheduled until patient graduates from program.

Client Unscheduled Follow-Up

If the client contacts the CP pilot project using the non-emergency phone number, an available CP will be notified immediately to follow up with the client. Should the client call 911, the dispatch center will send the normal level of EMS resources following dispatching protocols. In addition, an available CP will be dispatched.

Learning Skills

The CP will learn how to provide long-term, chronic care management that includes but not limited to:

- Point of care testing (e.g., i-Stat system).
- Accurately reading and understanding of lab values and results.
- Professional interactions with hospital and social service program personnel.
- Home safety.

- Remote technology and medical equipment.
- Public Health programs available to patients.

Patient Safety

Familiar Faces

These patients will be identified from a search of existing prehospital patient care records and by referrals from prehospital and hospital providers. Since this will be a finite number of patients, a Working Subgroup of the Steering Committee (EMS Medical Director, EMS CP Manager and an Alameda City FD representative) will review the routine and comprehensive assessments of these patients at reasonable intervals. Primary and secondary problems will be delineated and prioritized for interventions. Once the need for specific interventions are identified (such as need for case management, development of a relationship with a primary care provider, application for health insurance, application for other entitlements, referral for housing, or referral for substance use treatment), the progress on these interventions will be monitored monthly by the CP. The CP will work with the client as well as various other enrollment officers, case managers, etc. to ensure follow through with the established plan. The Working Subgroup of the Steering Committee will review the progress of these patients every 6 months until adequate improvement or it becomes clear that further progress will not be made with a voluntary program.

All unusual occurrences, ED admissions, and hospitalizations will be reviewed by the Working Subgroup for appropriateness and for opportunities for improvement. The overall progress of our clients will also be evaluated every six months and changes in our approach and strategy can be revisited. We will assess our need for improving our ties with specific local programs necessary for our clients.

Follow up of patients discharged from Alameda Health Systems

These patients will be identified by the hospital case managers at the respective hospitals. We expect our episodes of CP care for these patients will be of shorter duration. The CP will review discharge instructions, new medications, and confirm the client's next physician appointment. A routine and comprehensive assessment will also be completed. Any findings that cannot wait until the follow-up appointment will be immediately shared with the patient's primary care physician.

A record of this assessment and plan will be electronically captured. Initially, a Working Subgroup of the Steering Committee will review all of these records for a period of 4-

8 weeks. Once we develop a better sense of functionality of this system, we will develop a peer review method of reviewing all of the charts that will allow the Community Paramedicine to review and critique each other's charts and plans. A sampling of a third of all of these cases will be flagged for full review by the Working Subgroup of the Steering Committee. These cases will be evaluated for unusual events, readmissions to the ED or hospital, and complications of the initial disease process. As cost data becomes available, this group will evaluate the efficacy of the overall program.

Local Curriculum

<u>Training Goal</u>: The student will understand and analyze their role in the pilot program for hospital discharge follow-up and EMS familiar faces.

Module 1: Pilot Project Descriptions and Standards for Client Inclusion. Time: 3-hour classroom.

Goal: The community paramedic will be able to understand the pilot project and the related guidelines utilized to determine client eligibility to participate in the pilot project.

Objectives and summary: At the end of this teaching session the community paramedic will demonstrate or be able to discuss knowledge of the following:

- 1.1 The need for hospital discharge and EMS familiar faces proactive attention to mitigate EMS and hospital utilization
- 1.2 Definition of informed consent and components necessary to achieve this. Ineligibility for informed consent such as mental status and communication barriers. Declined consent and how to document consent or non-consent.
- 1.3 Review of the Alameda County CP Administrative Protocol
- 1.4 Review of the Alameda County Routine and CP Comprehensive Assessment Protocols
- 1.5 State how patient safety and quality improvement will be measured in the pilot project
- 1.6 Describe how outcome measures will be done and how they will be reported
- 1.7 Use of patient satisfaction surveys as provided by the state project manager
- 1.8 Providers will receive ongoing education regarding the program

Competency demonstrated by passing a written exam, taken individually with 80% or higher.

Module 2: CP Assessment Skills. Time: 10-hour classroom.

Goal: The community paramedic will be able to perform routine and CP comprehensive assessments as identified in Alameda County EMS policies.

Objectives and summary: At the end of this teaching session the community paramedic will demonstrate or be able to discuss knowledge of the following:

- 2.1 Perform the standard ALS Routine Assessment
- 2.2 Perform the CP Comprehensive Assessment
 - 2.2.1 General health status
 - 2.2.2 Integumentary system
 - 2.2.3 Cardiovascular system
 - 2.2.4 Respiratory system
 - 2.2.5 Gastrointestinal system

- 2.2.6 Genital/Urinary system
- 2.2.7 Musculoskeletal system
- 2.2.8 Central nervous system
- 2.2.9 Endocrine system
- 2.2.10 Psychosocial status
- 2.2.11 Environmental health
- 2.3 Conduct point-of-care testing and interpret results
- 2.4 Identify findings that could require 911 activation, physician consultation, or other action

Competency demonstrated by passing a written exam, taken individually with 80% or higher.

Module 3: Resources. Time: 2 hour in classroom

Goal: The community paramedic will be able to identify the local, county, and state resources available to benefit clients.

Objectives and summary: At the end of this session the community paramedic can describe how to access resources available to them and the client.

- 3.1 Appropriately identify the relevant resource for each client
 - 3.1.1 Asthma Start Program
 - 3.1.2 Injury Prevention
 - 3.1.3 Behavioral Health Care Services
 - 3.1.4 Alameda County Public Health Department
 - 3.1.5 TRUST Clinic
 - 3.1.6 Alameda County Healthcare for the Homeless
 - 3.1.7 HAART Addiction Treatment Center
 - 3.1.8 Cherry Hill Detoxification and Sobering Centers
 - 3.1.9 Federally Qualified Health Centers (FQHCs)

<u>Module 4</u>: Documentation requirements. Time: 4 hour in classroom, instructor led "live training" with fictitious client data entry.

Goal: The community paramedic will be able to accurately document the client encounter.

Objectives and summary: At the end of this session the community paramedic will understand the data requirements and will able to successfully document the client encounter.

- 4.1 Describe baseline data requirements required for pilot project.
- 4.2 Accurate completion of charting client encounter using designated CP charting software.

Competency demonstrated by accurately completing the charting requirements with no critical omissions.

Module 5: CP Continuous Quality Improvement. Time: 2 hours classroom

Goal: The community paramedic will participate within the continuous quality improvement (CQI) process.

Objectives and summary: At the end of this session the community paramedic will understand the quality assurance/improvement process and the role of the CP CQI sub-committee.

- 5.1 Overview of pre-hospital research studies (i.e., IRB)
- 5.2 Role of Local EMS Agency (LEMSA) and LEMSA Medical Director
- 5.3 Role of Local Project Manager
- 5.4 100% retrospective review of CP charts

Module 6: Clinical Rotations. Time: 40 hours

Goal: The community paramedic will rotate through a variety of clinical environments to increase knowledge of chronic diseases and community healthcare resources.

Objectives and summary: At the end of this module the community paramedic will have increased comprehensive assessment skills and working knowledge of chronic diseases.

6.1 Demonstrate ten comprehensive assessments under the supervision of primary care providers

6.2 Interpreting lab results

6.3 Enhanced working knowledge of common medications used to treat chronic diseases

Competency will be demonstrated by successfully assessing 90% of the patients.

APPENDICIES

I. Frequent 911 callers Protocol & Policy

II. Recently Discharged Hospital Patients Protocol & Policy

III. Routine Medical Care - Adult Policy

IV. Community Paramedic Comprehensive Assessment Policy

v. Home Safety Inspection Checklist

5.

VI. Community Paramedic Continuous Quality Improvement Plan

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I. Frequent 911 Callers Protocol

PURPOSE:

To provide healthcare and social assessments, resources, and referrals to super and mega users (i.e., "Familiar Faces") of the 911 system by approved Alameda County EMS Community Paramedic (CP) personnel as part of the California State EMS Authority Community Paramedicine Pilot Project.

The goals of the Alameda County EMS Community Paramedicine Pilot Project include:

- A. Ensure that Familiar Face clients receive the following:
 - 1. Further medical and social assessment of their chronic conditions.
 - 2. Coordination of necessary follow up care.
 - 3. Medications have been obtained and are being taken as prescribed.
 - 4. Referral and coordination of social and healthcare resources available within Alameda County for Familiar Face clients.
- B. Allow CP personnel to make home visits.
- C. Allow CP personnel to make necessary referrals when an intervention by a licensed healthcare provider could prevent an exacerbation of a medical condition.

AUTHORITY:

California Code of Regulations, Title 22, Division 9, Chapter 4.

California Code of Regulations, Title 22, Division 7, Chapter 6.

Health and Safety Code, Division 2.5, Chapter 2, Section 1797.52 and Chapter 4, Section 1797.218.

Health and Safety Code, Division 107, Part 3, Chapter 3, Article 1, commencing with Section 128125, the Health Workforce Pilot Projects Program.

California Office of Statewide Health Planning and Development (OSHPD)

Health Workforce Pilot Projects Program (HWPP) – Program Approval #173.

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IMPLEMENTATON & DURATION:

The anticipated Community Paramedicine Pilot Project implementation date is January 1, 2015 with an expected duration of up to 24 months. HWPP projects may be extended one year at a time if the OSHPD Director determines that continuation of the project will contribute substantially to the availability of high-quality services in the state or region.

CLIENT INCLUSION CRITERIA:

Clients must meet the following criteria for inclusion in the Alameda County EMS Community Paramedicine Pilot Project:

- A. Defined as a Super User (20-49 transports per year) or Mega User (50+ transports) of the 911 system.
- B. Agree to participate in the pilot project and complete/sign an OSHPD/HWPP required pilot project informed consent form. The CP must obtain informed consent from the patient at each encounter.

PROCEDURE:

- A. Super and Mega Users will be identified by the Alameda County EMS Agency using the transport data collected by Alameda City Fire Department and stored within the Alameda County centralized EMS database. Contact information will be given to the CP Coordinator within HIPAA depicted safeguards.
- B. Using a scripted text, CP Coordinator will contact and inform the potential client defined as a Super or Mega User of the CP project "Familiar Faces" and obtain client signature consenting to enrollment in the project.
 - 1. CP Coordinator will refer newly enrolled CP client (i.e., discharged patient) to an available CP.
 - 2. Client information will be entered by the CP Coordinator into the CP charting software.
 - 3. CP Coordinator will notify and instruct the 911 dispatch center to flag client's address as a CP project client in the Computer Aided Dispatch (CAD).
 - 4. CP Coordinator will share all patient health information in a secure manner and accordance with HIPAA laws.
 - 5. Any unusual occurrences will be reported by the CP Coordinator to the local and state project managers within 24 hours.

- C. The CP will contact the client and schedule an initial visit within 24-48 hours.
 - During the client visit, the CP will perform initial ALS assessment following the Alameda County EMS Patient Care Policy "Routine Medical Care-Adult" guidelines. If the client needs immediate hospital care based on this assessment, the CP will initiate 911. Assuming the routine assessment identifies no critical concerns, the CP will conduct a comprehensive assessment. The guidelines for the CP comprehensive assessment will be based on the core and regional assessment training and include, but are not limited to:
 - a. Living/ Home Safety Assessments
 - b. Vital Signs and Skin conditions
 - c. Patient Condition and Complaints
 - d. Patient Signs and Symptoms
 - e. Dietary Intake
 - f. Medication Compliance
 - g. Social Environment/Need for Social Resources
 - 2. Following the assessments, the CP will determine if the client's status warrants attention before the next follow-up visit. This decision will be based on reviewing prior visit chart notes (if applicable), lab results, and findings from the routine and comprehensive assessments. If so, the CP will contact the client's PCP for consultation. The CP will update the PCP on the client's condition and provide additional assessments as requested by the PCP. Upon conclusion of the referral, the PCP will determine the next course of action such as a medication adjustment, sooner follow-up visit, transport to the emergency department (ED), etc.
 - 3. The CP will schedule the next follow-up visit. The frequency will be based on the assessment findings and any direction from the PCP, if indicated.
 - 4. Any unusual occurrences will be reported immediately to the CP Coordinator.
 - 5. The CP will document the client visit, related assessments and findings, and any actions taken (e.g., PCP contact, transport to ED) using the CP charting software at the conclusion of the visit.
- D. The PCP will be the primary resource for directing client care.
 - 1. The CP will consult with the PCP any abnormal findings discovered during the client visit and assessment.
 - 2. The PCP will direct the CP to conduct any additional assessments.
 - 3. The PCP will determine and advise the CP any change in treatment and/or need for reevaluation at the PCP office or the ED.



- 4.
- E. The 911 dispatch centers will be available as a resource to CP project clients.
 - 1. If dispatch receives an emergency call from any client (identifiable as each client address is flagged within the CAD), dispatchers will follow standard emergency medical dispatch procedures. In addition, dispatch will send a CP with the appropriate EMS resources. If the CP is unavailable, dispatch will notify the CP Project Hotline for appropriate follow-up by the CP Coordinator.
 - 2. If a client calls the non-emergency phone number, the dispatcher will take a message and relay it to an available CP. If unavailable, the client will be referred to the CP Coordinator.
 - 3. When a CP responds to a scheduled or unscheduled client residence, the CP will notify dispatch. The response will be entered into the CAD and standard dispatching policies followed for unit status, welfare checks, etc.
- F. CP chart review will occur within 24 hours of the client visit by the CP Coordinator. The review will follow guidelines produced by the quality improvement/assurance subcommittee specifically established for this pilot project. Any unusual occurrence will be immediately relayed to the local and state CP project managers.

Written Script of CP Project for Frequent 911 Callers

Community Paramedic Frequent 911 Caller Pilot Project

We are participating in a pilot project aimed at helping people who are not receiving the care they need and are forced to call 911 frequently. Our goal is to identify necessary healthcare services proactively so that medical problems do not become serious and require an ambulance and hospitalization. There is no cost to participate.

During this project, a community paramedic will help you coordinate your medical care and share healthcare resources available to you. A non-emergency number will be provided if you have questions and the community paramedic is also available to meet with you in person.

If you are interested in participating in this pilot project, I will ask our community paramedic to contact you to schedule a time to discuss your health needs. During the first visit, we will provide a written consent form that you will need to sign in order to participate.

Community Paramedic Non-Emergency Number (XXX) XXX-XXXX

Policy (1) Managing Frequent/Super/ Mega Users recognized in EMS and Emergency Departments

Policy (1)

How does a Community Paramedic (CP) contact an eligible patient? If applicable, EMS Coordinator will contact the familiar face and explain program and assign CP to visit customer.



- I. Once contact is made and eligible patient will be explained CP program and services will be offered, consent obtained and time will be spent explaining health/social resources to patient. (Veterans will be assisted with programs/resources)
- II. Community Paramedic will assist each patient to use their medical plan. If a patient does not have a medical plan then the CP will assist patient to see if he/she qualifies for one and help the patient sign up.
- III. Community Paramedic will assist patient in finding a Primary Care Physician (PCP) or help access the PCP.
- IV. Community Paramedic will assist patient in contacting PCP and arrange next visit. A family member, friend or next of kin will be contacted to help assure patient will be able to make it next appointment. Assistance from PCP is crucial to help manage patient.
- V. Home safety and comprehensive assessment (see comprehensive exam for details) will be offered to patient.
- VI. Continuing scheduled visits will be given to eligible patient until he/she graduates from program.

Policy (1) Managing Frequent/Super/Mega Users recognized in EMS and Emergency Departments

Current effective safeguards will be adopted, and additional efforts will be introduced to assure that this CP pilot program is safe. We understand that frequent 911 callers constitute a vulnerable subset of the population, and that our procedures must assure that CP decisions remain exclusively focused on the safety and welfare of the patient. Specifically:

- For patient safety, the goals and plans of the patient's primary care physician are paramount
- At a minimum for the first 6 months, all CP calls will be reviewed by appointed Steering Committee Members consisting of a: Primary Care Physician, Emergency Care Physician, Medical Director, Registered Nurses and Paramedics.
- Thereafter, any unusual occurrence or issues will be presented to the mentioned above Steering Committee Members'. If questions or concerns occur in the field on-line medical control will be available by Emergency Care Physicians from Alameda Hospital ER.
- If there is an acute deterioration or if 911 is dispatched, the CP will follow the existing Alameda County's approved Paramedic Protocols: See Below for Protocols or click on link (below) for Alameda County's approved Clinical Protocols
- > http://www.acphd.org/media/330945/alco fm 2014 final draft web.pdf
- If a patient requires ALS care, 911 services will be activated and patient will be taken to closest appropriate hospital
- If patient required supportive care and does require acute care, the PCP or assigned designee will be contacted
- No transport will be delayed by an ambulance crew awaiting contact with a CP and no Patient will be abandoned
- Pilot Project will follow all HIPAA regulations, assuring full confidentiality of protected health information [PHI]
- > Data will inform everything we do to assess safety, effectiveness, satisfaction and value

Recently Discharged Hospital Patients Protocol

PURPOSE:

To provide a mechanism for post hospital discharge follow up, treatment and referral of patients with a diagnosis of Acute Myocardial Infarction (AMI), Congestive Heart Failure (CHF), Sepsis, Pneumonia, or Chronic Obstructive Pulmonary Disease (COPD) approved by the Alameda County EMS Community Paramedic (CP) personnel as part of the California State EMS Authority Community Paramedicine Pilot Project.

The goals of the Alameda County EMS Community Paramedicine Pilot Project include:

- A. Ensure that AMI, CHF, COPD, Sepsis, and Pneumonia patients receive the following:
 - 1. Understanding and follow through of their hospital discharge instructions.
 - 2. Coordination of necessary follow up care.
 - 3. Facilitation of necessary follow up with patient's PCP and coordination of necessary/appropriate transportation.
 - 4. Medications have been obtained and are being taken as prescribed.
 - 5. Coordination of necessary dietary restrictions.
- B. Allow CP personnel to make post hospital discharge home visits.
- C. Allow CP personnel to make necessary referrals when an intervention by a licensed healthcare provider could prevent an exacerbation of a medical condition.

AUTHORITY:

California Code of Regulations, Title 22, Division 9, Chapter 4.

California Code of Regulations, Title 22, Division 7, Chapter 6.

Health and Safety Code, Division 2.5, Chapter 2, Section 1797.52 and Chapter 4, Section 1797.218.

Health and Safety Code, Division 107, Part 3, Chapter 3, Article 1, commencing with Section 128125, the Health Workforce Pilot Projects Program.

California Office of Statewide Health Planning and Development (OSHPD)

Health Workforce Pilot Projects Program (HWPP) - Program Approval #173.

IMPLEMENTATON & DURATION:

The anticipated Community Paramedicine Pilot Project implementation date is January 1, 2015 with an expected duration of up to 24 months. HWPP projects may be extended one year at a time if the OSHPD Director determines that continuation of the project will contribute substantially to the availability of high-quality services in the state or region.

PATIENT INCLUSION CRITERIA:

Patients must meet the following criteria for inclusion in the Alameda County EMS Community Paramedicine Pilot Project:

- A. Diagnosis of AMI, CHF, COPD, Sepsis, or Pneumonia.
- B. Discharge from Alameda Health Systems to a residence within the cities of Alameda o
- C. Agree to participate in the pilot project and complete/sign an OSHPD/HWPP required pilot project informed consent form. The CP must obtain informed consent from the patient at each encounter.

PROCEDURE:

- B. When a patient has been determined to meet inclusion criteria, the hospital Case Manager will perform the following steps.
 - 1. The Case Manager will provide a written description (attached) of the CP pilot project to the potential enrollee. After discussing the project, the patient can choose to participate or not. If the patient says no, there is no further action taken.
 - 2. If interested, the Case Manager will obtain the patient's signature consenting to enrollment in the project and the sharing of medical information. The OSHPD approved informed consent form will be used to show acceptance by the patient.
 - 3. The Case Manager will call the CP Project Hotline and provide referral information within HIPAA guidelines as well as the Primary Care Physician (PCP) contact for care coordination.
- C. CP Coordinator will refer newly enrolled CP client (i.e., discharged patient) to an available CP.
 - 1. Client information will be entered by the CP Coordinator into the CP charting software.
 - 2. CP Coordinator will notify and instruct the 911 dispatch center to flag client's address as a CP project client in the Computer Aided Dispatch (CAD).

- 3. CP Coordinator will share all patient health information in a secure manner and accordance with HIPAA laws.
- 4. Any unusual occurrences will be reported by the CP Coordinator to the local and state project managers within 24 hours.
- D. The CP will contact the client and schedule an initial visit within 24-48 hours.
 - During the client visit, the CP will perform initial ALS assessment following the Alameda County EMS Patient Care Policy "Routine Medical Care-Adult" guidelines. If the client needs immediate hospital care based on this assessment, the CP will initiate 911. Assuming the routine assessment identifies no critical concerns, the CP will conduct a comprehensive assessment. The guidelines for the CP comprehensive assessment will be based on the core and regional assessment training and include, but are not limited to:
 - a. Living/ Home Safety Assessments
 - b. Vital Signs and Skin conditions
 - c. Patient Condition and Complaints
 - d. Patient Signs and Symptoms
 - e. Dietary Intake
 - f. Medication Compliance
 - g. Social Environment/Need for Social Resources
 - 2. Following the assessments, the CP will determine if the client's status warrants attention before the next follow-up visit. This decision will be based on reviewing prior visit chart notes (if applicable), lab results, and findings from the routine and comprehensive assessments. If so, the CP will contact the client's PCP for consultation. The CP will update the PCP on the client's condition and provide additional assessments as requested by the PCP. Upon conclusion of the referral, the PCP will determine the next course of action such as a medication adjustment, sooner follow-up visit, transport to the emergency department (ED), etc.
 - 3. The CP will schedule the next follow-up visit. The frequency will be based on the assessment findings and any direction from the PCP, if indicated.
 - 4. Any unusual occurrences will be reported immediately to the CP Coordinator.
 - 5. The CP will document the client visit, related assessments and findings, and any actions taken (e.g., PCP contact, transport to ED) using the CP charting software at the conclusion of the visit.
- E. The PCP will be the primary resource for directing client care.
 - 1. The CP will consult with the PCP any abnormal findings discovered during the client visit and assessment.
 - 2. The PCP will direct the CP to conduct any additional assessments.

- 3. The PCP will determine and advise the CP any change in treatment and/or need for reevaluation at the PCP office or the ED.
- F. The 911 dispatch centers will be available as a resource to CP project clients.
 - 1. If dispatch receives an emergency call from any client (identifiable as each client address is flagged within the CAD), dispatchers will follow standard emergency medical dispatch procedures. In addition, dispatch will send a CP with the appropriate EMS resources. If the CP is unavailable, dispatch will notify the CP Project Hotline for appropriate follow-up by the CP Coordinator.
 - 2. If a client calls the non-emergency phone number, the dispatcher will take a message and relay it to an available CP. If unavailable, the client will be referred to the CP Coordinator.
 - 3. When a CP responds to a scheduled or unscheduled client residence, the CP will notify dispatch. The response will be entered into the CAD and standard dispatching policies followed for unit status, welfare checks, etc.
- G. CP chart review will occur within 24 hours of the client visit by the CP Coordinator. The review will follow guidelines produced by the quality improvement/assurance subcommittee specifically established for this pilot project. Any unusual occurrence will be immediately relayed to the local and state CP project managers.
- H. Once clients reach 30 days post-discharge, they are no longer eligible to participate in the pilot project. At the last home visit, the CP will share any pertinent materials or resources that the client can continue to access (e.g., meals on wheels).

Written Description of CP Project for Patients Being Discharged

Community Paramedic Discharge Follow-Up Pilot Project

Alameda Health System are participating with community paramedics from Alameda City Fire Department to provide no cost, in-home visits. During this visit, the community paramedic will check on your overall health status, perform an assessment, and help with any questions related to your discharge instructions. This pilot project is available for 30 days after you are discharged from the hospital. You will also have access to the community paramedics through a non-emergency number to ask questions or request help.

If you are interested in participating in this pilot project, the case manager has a consent form that you will need to sign. Within a few days of discharge, a community paramedic will contact you to schedule your in-home visit.

Community Paramedic Non-Emergency Number (XXX) XXX-XXXX

Policy 2: Post-Discharge Follow-Up and Care for Chronic Conditions

Description

Policy (2): addresses patients who poorly manage their controlled chronic medical disease, specifically: Chronic Obstruction Pulmonary Disease (COPD), Congestive Heart Failure (CHF), Myocardial Infarction (MI), Pneumonia and Sepsis. These patients may also suffer from behavioral or psychiatric conditions and are in need of assistance, education, and connection to primary care.

Documentation

Community Paramedics will document patient contacts using existing, secure, HIPAA-compliant Software:

- <u>Beyond Lucid</u> Designing a charting a charting tool for Community paramedics to document each patients assessment/findings that is NEMSIS v3 complaint. The program will be able to connect with our data reporting system already established in Alameda County's 911 systems.
- > <u>Definitive Network Incorporation</u> vendor used to monitor patient care report/data.

Assignment of a Patient to a Community Paramedic (CP):



- For patient safety, the goals and plans of the patient's primary care physician are paramount
- For the first 6 months, all CP calls will be reviewed on-line by the Primary Care Physician or his/her designee (on-line medical control).
- Thereafter, a specific list of indications or patient presenting outside set parameters and/or have Special Circumstances will require the CP to contact on-line medical control. For example: discharge notes would tell to take action if a patients weight increases over X amount which may require the PCP to increase diuretics or if a patient's oxygen saturation reads less than 90% then the patient needs to increase the flow of oxygen.
- Thereafter, when needed a CP may contact Primary Care Physician or appointed Medical Physician/Professional or on-line Medical Control if warranted.
- If there is an acute deterioration or if 911 is dispatched, the CP will follow the existing Alameda County's approved Paramedic Protocols: See Below for Protocols or click on link (below) for Alameda County's approved Clinical Protocols <u>http://www.acphd.org/media/330945/alco fm 2014 final draft web.pdf</u>
- If a patient requires ALS care, 911 services will be activated and patient will be offered transport by EMS Professionals to closest appropriate hospital.
- If patient required supportive care and does require acute care, the PCP or assigned designee will be contacted.
- > No transport will be delayed by an ambulance crew awaiting contact with a CP
- > Unsupervised patient follow-up is unlikely to occur until trust has been established.
- No patient will be abandoned.
- Pilot Project will follow all HIPAA regulations, assuring full confidentiality of protected health information [PHI]
- > Data will inform everything we do to assess safety, effectiveness, satisfaction and value

Policy 2: Protocols for Post-Discharge Follow-Up and Care for Chronic Conditions exhibiting acute deterioration:

CONTRACT NO. 11133



Policy 2: Protocols for Post-Discharge Follow-Up and Care for Chronic Conditions exhibiting acute deterioration:





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Contract No. 11153



Policy 2: Protocols for Post-Discharge Follow-Up and Care for Chronic Conditions exhibiting acute deterioration:



Patient Care Policy (Adult)	Modified On: June 10, 201	
1 DEFINITIONS:		
). DEFINITIONS:		
Baseline vital signs: → Pulse rate → Blood pressure → Respiratory rate → Pulse Oximetry → Consider temperature	SAMPLE History: S = Signs & symptoms A = Allergies M = Medications P = Pertinent past history L = Last oral intake E = Events leading to the injury/illness Added for F Events leading to the injury/illness	
2 SCENE SIZE-UP:	Adapted from Emergency Care and Transportation of the Sick and Injured, 8th Edition	
→ Substance isolation → Scene safety		
Determine mechanism of inju Determine number of patient A Request additional assistance	S	
3. INITIAL ASSESSMENT:		
 → Form general impression of t → Assess mental status → Assess the airway → Assess breathing → Assess circulation → Identify priority patients 4. TRAUMA PATIENTS: Focus. 	he patient ed History and Physical Exam - Reconsider mechanism of injury	
Significant Mechanism of Injury: -> Rapid trauma assessment -> Baseline vital -> SAMPLE History -> Transport -> Detailed physical exam 5. MEDICAL PATIENTS - Focuse	No Significant Mechanism of Injury: -> Focused assessment based on chief complaint -> Baseline vital signs -> SAMPLE History -> Transport -> Detailed physical exam ad History and Physical Exam - Evaluate responsiveness	
Responsive: -> History of illness -> SAMPLE history -> Focused physical exam base -> Chief complaint -> Baseline vital signs -> Re-evaluate transport decisi -> Detailed physical exam	 Re-evaluate transport decision Detailed physical exam 	
. ONGOING ABSESSMENT		
→ Repeat initial vitals signs	→ Reassess vital signs	
→ Repeat focused assessment	→ Reassess interventions	
	ROUTINE MEDICAL CARE - ADULT 45	

III. Community Paramedic Comprehensive Assessment Policy

Patient Care Policy (Adult)

Modified On: April 30, 2014

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

The Community Paramedic (CP) will respond to a client who has consented to and enrolled in the Community Paramedicine Project. For recently discharged hospital patients, the CP will review and follow guidelines outlined by the medical provider's orders for proper history and physical exam assessments.

Purpose

To assist the medical provider in observing and documenting objective and subjective information for the purpose of identifying the patient's state of health and comparing it to the ideal.

Procedure

- · Obtain and review patient's health history and medical provider's orders prior to visit.
- · Follow medical provider's orders.
- All information may be recorded prior to paramedic's consultation. It will be decided by the medical
 provider and paramedic what information to update.

Health History

- 1. Demographic Data (if not already recorded)
 - Including name, gender, address and telephone #, birth date, birthplace, race, culture, religion, marital status family or significant others living in home, social security number, occupation, contact person, advance directive, durable power of attorney for health care, source of referral, usual source of health care, type of health insurance

Reason for seeking care/ Chief Complaint

- 1. Present Health Status
 - Current health promotion activities (diet, exercise, etc.), clients perceived level of health, current
 medications, herbal preparations, type of drug, prescribed by whom, when first prescribed, reason
 for prescription, dose of med and frequency, clients perception of effectiveness of med.
 - Symptom analysis- location (where are the symptoms), quality (describe characteristics of symptom), quantity (severity of symptom), chronology (when did the symptom start), setting (where are you when the symptom occurs), associated manifestations (do other symptoms occur at the same time), alleviating factors, aggravating factors.
- 2. Past Health History
 - Allergies, childhood illnesses, surgeries, hospitalizations, accidents or injuries, chronic illnesses, immunizations, last examinations, obstetric history
- 3. Family History
 - Family history should include questions about Alzheimer's, Cancer, Diabetes, Heart Disease, Hypertension, Seizures, Emotional problems, Alcoholism/drug use, Mental Illness, Developmental delay, Endocrine diseases, Sickle cell anemia, Kidney disease, Cerebrovascular accident

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

CP-1
~

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

- 4. Environmental Assessment
 - PEAT scale (Physical Environment Assessment Tool) for all patients on initial visit
 - Repeat PEAT scale as need arises

Review of Systems

- 1. General Health Status
 - Fatigue, weakness
 - Sleep patterns
 - Weight, unexplained loss or gain
 - Self-rating of overall health status

2. Integumentary System

- Skin disease, problems, lesions (wounds, sores, ulcers)
- Skin growths, tumors, masses
- Excessive dryness, sweating, odors
- Pigmentation changes or discolorations
- Rashes
- Pruritus (itching)
- Frequent bruising
- Eyes
 - o PERRL (pupils equal, round, reactive to light) symmetrical
 - Neck
 - o Swelling
 - o Pain/tendemess
 - Limitation of movement
 - Stiffness
- 3. Cardiovascular System
 - Heart
 - o Palpitations
 - o Chest pain
 - o Dyspnea
 - o ECG
 - o Orthopnea
 - o Neck vein distention
 - o Paroxysmal nocturnal dyspnea
 - Peripheral vasculature
 - o Coldness/numbness
 - o Discoloration
 - o Paresthesia
 - o Leg color changes

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

CP-2

Patient Care Policy (Adult)

Modified On: April 30, 2014

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

- 4. Respiratory System
 - Cough, nonproductive or productive (color if productive)
 - Hemoptysis
 - Dyspnea
 - Wheezing/Rales/Rhonchi
 - Stridor
 - Pain on inspiration or expiration
 - Smoking history, exposure
- 5. Gastrointestinal System
 - Thirst
 - Indigestion or pain associated with eating
 - Pyrosis (burning)
 - Dyspepsia
 - Nausea / Vomiting
 - Appetite changes
 - Abdominal pain
 - Jaundice
 - Ascites
 - Constipation
 - Diarrhea / Changes in stool (e.g., color and consistency)
- 6. Musculoskeletal System
 - Muscles
 - o Twitching, cramping pain
 - o Weakness
 - Back
 - o Back pain
 - o Limitations in joint range of motion
 - o Interference with activities of daily living
- 7. Central Nervous System
 - History of central nervous system disease
 - Fainting episodes or LOC
 - Seizures
 - Dysphasia
 - Dysarthria
 - · Cognitive changes (inability to remember, disorientation to time/place/person, hallucinations
 - Motor-gait (loss of coordinated movements, ataxia, paralysis, paresis,
 - tremor, spasm, interference with activities of daily living
 - Sensory-paresthesia, anesthesia, pain

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

CP-3

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

Environmental Health

- 1. General statement of client's assessment of environmental safety and comfort
- 2. Hazards of employment (inhalants, noise etc.)
- 3. Hazards in the home (concern about fire etc.)
- 4. Hazards in the neighborhood or community (noise, water and air pollution, etc)
- 5. Hazards of travel (use of seat belts etc.)
- 6. Travel outside the US

Physical Assessment

- 1. Techniques
 - Inspection
 - Palpation
 - Percussion
 - Auscultation

2. Vital Signs

- Temperature
- Pulse
- Respiration
- Blood Pressure

3. General Assessment

- Weight
- Height
- Temp

4. Documentation

4

- Document all information and communicate with the medical provider.
- If on evaluation of the patient any of the following S/S are found contact the patient's referring medical provider via phone while still on scene with the patient.
 - Systolic BP > 190 or < 80
 - Diastolic BP > 120
 - o Temperature when ordered of > 101.5
 - o Pulse at rest > 120
 - Respirations at rest >24
 - o O2 sat of < 86 on any patient not on O2

COMMUNITY PARAMEDIC COMPREHENSIVE ASSESSMENT - ADULT

CP-4

IV. Home Safety Inspection Checklist

	Physical Environmen	it A	ssessment Tool (P.E.A.	Г. кса	le)	
			nterview: [] Score unable ferral assistance, 28-31 less th)Y
Dwelling (select all that apply)	Cleanliness (select.cost)	Г	Social Structure		Hazards (select one)	
a enclosed shelter			; lives with other(s)	12	m Bone	12
b electricity	Z cclutter	13	i lives alone	9	a possible	9
c. running water	2 s small bio. waste	12	1 verbal abuse/neglect	6	o probable	6
a temp, safe	2 a large bio, waste	1	1 phys. abuse neglect	3	p certain	3
add up (0-8)	score (1-4)	H	score (3-12)	1	score (3-12)	1
Trip #						
 Enclosed shelt Electricity: Ele Running water 	er: Any cholosed shelter the atricity in the home. Access to potable water in afe: The temperature in the	nt ka 1 tha		h y		inan mining an ann ann ann ann ann ann ann ann an
Electricity: Ele Running water Temperature s	attricity in the home. Access to potable water in	nt ka 1 tha	teps the weather out.	h y		
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V. Community Paramedic Continuous Quality Improvement Plan



Alameda County Community Paramedicine Quality Improvement Program Plan Last Modified: 4/28/2014

"Our <u>purpose</u> is to reduce pain and suffering and improve the health of our patients."

<u>California Code of Regulations</u> <u>TITLE 22. SOCIAL SECURITY</u> <u>DIVISION 9. PRE-HOSPITAL EMERGENCY MEDICAL SERVICES</u> <u>CHAPTER 12. EMS System Quality Improvement</u>

The URL for the EMS Quality Improvement Program (EQIP) Template from EMSAAC is:

http://www.emsa.ca.gov/systems/files/EMSAACQITemplate.doc

Table of Contents

- I. Goals Mission Vision Values
- II. Structure, Organizational Description, Responsibilities
- III. Data Collection, Evaluation of Indicators, Reporting
- IV. Action to Improve
- V. Training and Education
- VI. Annual Update

Introduction

The Alameda County Community Paramedicine (CP) Pilot Project is a patient centered program. With this patient centered perspective, Alameda County CP understands that the practice of medicine is dynamic. We are committed to adapting the service we provide to our continually changing community. We believe in continuous education and Quality Improvement of ourselves, our providers and our community. Input from field providers and the public we serve is essential in developing and improving this plan. This QI Plan is created to augment the current Alameda County EMS QI Plan which will be used as well to assure Quality Assurance.

Reference - http://www.acphd.org/media/286017/alco%20qi%20plan%20website.pdf

From <u>The Institute of Medicine</u>, Alameda County CP Pilot Project adopted a shared vision of six specific aims for Quality Improvement. These aims are built around the core need for health care to be:

Safe: Avoiding injuries to patients from the care that is intended to help them.

Effective: Providing services based on scientific knowledge to all who could benefit, and refraining from providing services to those not likely to benefit.

Patient-centered: Providing care that is respectful of and responsive to individual patient preferences, needs, and values, and ensuring that patient values guide all clinical decisions.

Timely: Reducing waits and sometimes harmful delays for both those who receive and those who give care.

Efficient: Avoiding waste, including waste of equipment, supplies, ideas, and energy.

Equitable: Providing care that does not vary in quality because of personal characteristics such as gender, ethnicity, geographic location, and socioeconomic status.

I. Goals of the Alameda County CP Program:

The goals of our Clinical CQI program have been adapted from Dr. W. Edward Deming's 14 points of quality improvement (NHTSA, 1997) which have been successfully instituted into practice worldwide. It is our belief that only after all levels of the organization have embraced these principles can change be effected and continuous improvement achieved.

- 1. To create a dynamic process of self-evaluation and performance improvement in which all members strive for the delivery of the most optimum levels of patient care obtainable.
- To create a process in which all members have input and vested interesting in achieving the goals of the program.
- 3. To define both minimum acceptable performance standards, and achievable performance standards for which crewmembers strive.
- 4. To create a constancy of purpose for the improvement of patient care combining long -term strategies of research, education and innovation.
- 5. Inspect and monitor the entire process for deficiency rather than focusing on mistakes after the fact. Make changes in the process as needed.
- 6. Institute meaningful quality training and retraining.
- Create an environment in which crewmembers are not afraid to bring forth variances and/or identify areas where clinical education is needed and establish a culture that is non-punitive.
- 8. Create an atmosphere of teamwork between management and field personnel in which mutual goals are supported.
- 9. Remove barriers to pride in workmanship. Provide the necessary instruction, tools, materials and standards for accomplishing the job.
- 10. Through a system of vigorous training and retraining, invest in personnel for the achievement of long term goals.

The Alameda County CP Quality Improvement Plan integrates Quality Improvement models from a wide variety of sources including Result Based Accountability, Baldrige, Deming and Six Sigma. While these Quality Improvement models, on the surface, seem to vary in their methodologies, they all focus on answering fundamental questions. This Quality Improvement Plan focuses on answering these 5 fundamental question: (Mike Taigman)

"Why do we do what we do?"

"How do we see ourselves in the future?"

"What governs our day to day decisions?"

"How are we doing?"

"What are we doing to make things better?"

Alameda County EMS Mission - Vision - Values

Mission "Why do we do what we do?"

The Alameda County CP mission is to assist patients in the community to access appropriate resources, navigate through a complex healthcare system and provide posthospital discharge follow up for patients with chronic disease.

"Our purpose is to reduce pain and suffering and improve the health of our patients." **Vision** "How do we see ourselves in the future?"

The Alameda County CP vision is to explore new frontiers while creating an environment where collaboration and consensus building thrive among staff and stakeholders.

"We look to **measurably** reduce pain and suffering and improve the health of our patients." Values "What governs our day to day decisions?"

Alameda County CP values a caring environment sustained by empowerment, honesty, integrity, and mutual respect. We embrace excellence through innovation, teamwork, and community capacity building.

STARCARE is a values based checklist developed by paramedic author/EMS educator <u>Thom Dick</u>. It has been adopted by the current largest ground transport provider, Paramedics Plus. STARCARE promotes a patient centered; values based culture as a guide for providers for decision making.

- <u>Safe</u> -- Were my actions safe for me, for my colleagues, for other professionals and for the public?
- <u>**Team-based**</u> -- Were my actions taken with due regard for the opinions and feelings of my co-workers, even those from other agencies?
- <u>A</u>ttentive to human needs -- Did I treat my patient as a person? Did I keep him or her warm? Was I gentle? Did I use his or her name throughout the call? Did I tell him or her what to expect in advance? Did I treat his or her family and / or relatives with respect?
- <u>**Respectful**</u> -- Did I act toward my patient, my colleagues, my first responders, the hospital staff and the public with the kind of respect that I would have wanted to receive myself?
- <u>Customer accountable</u> -- If I were face-to-face right now with the customers I dealt with on this response, could I look them in the eye and say, "I did my very best for you."
- <u>Appropriate --</u> Was my care appropriate medically, professionally, legally and practically, considering the circumstances I faced?

- <u>**Reasonable --**</u> Did my actions make sense? Would a reasonable colleague of my experience have acted similarly under the same circumstances?
- <u>E</u>thical -- Were my actions fair and honest in every way? Are my answers to these questions honest with integrity?

II. Structure, Organizational Description, Responsibilities

"Why do we do what we do?"

"What governs our day to day decisions?"

Structure, Responsibilities, and Organizational Description

Internal Quality Improvement Structure The Clinical Quality Improvement Process is managed by Alameda City Fire with a designated Community Paramedicine Steering Committee.

CP Steering Committee:

- 1. Dr. Karl Sporer, EMS Agency, Project Medical Director
- 2. Brandon Rowley, EMS Agency, Program Manager
- 3. Daren Olson, Alameda City Fire Division Chief
- 4. Gail Porto, RN, Alameda City Fire EMS Coordinator
- 5. Carol Ravanara, Manager of Case Management Alameda Health Systems
- 6. Karen Taylor, Alameda Hospital, Director of Quality and Risk
- 7. Tom Sugarman, M.D., F.A.C.E.P., F.A.A.E.M
- 8. Dr. Jim Yeh, M.D., Alameda Inpatient Medical
- 9. Dr. Jay Goldman, Kaiser Permanente, Northern California EMS Liaison

CP CQI Sub Committee:

- I. Dr. Karl Sporer, EMS Agency, Project Medical Director
- II. Brandon Rowley, EMS Agency, Program Manager
- III. Daren Olson, Alameda City Fire Division Chief

IV. Gail Porto, RN, Alameda City Fire EMS Coordinator

Alameda County Demographics

Alameda County is both geographically and demographically diverse. The entire county covers 738 square miles and includes highly dense urban areas; the shoreline of San Francisco Bay is on the western border, lower density residential areas, a high concentration of industrial sites, and rural, wilderness and parks areas that stretch to the east. More than 1.5 million people live in Alameda County.

The City of Oakland, in the north part of the County, is the largest city with a population of 412,000+. Other large cities include Fremont in the south (210,000+), and the City of Berkeley in the northern sector of the County (105,000+). Approximately 160,000+ people reside in the cities of Livermore; Dublin and Pleasanton that are located in eastern Alameda County.

**Alameda City houses 75,000+ people.



EMS Overview

The Alameda County EMS system responds to approximately 124,000 patients annually for medical emergencies. Generally a fire department unit and a Paramedics Plus ambulance responds to emergency medical calls. Alameda, Albany, Berkeley and Piedmont fire departments provide ambulance transport services in addition to first response. In the remaining areas of the county, fire departments respond with ALS fire units and Paramedics Plus provides emergency transport services under contract with the County. Below is a list of the EMS providers in Alameda County.

EMS System Providers	EMS System Partners
ALS Ground Transport Providers Alameda City Fire Department Albany Fire Department Berkeley Fire Department Pledmont Fire Department Paramedics Plus First Responder ALS (FRALS) Alameda County Fire Department Albany Fire Department Alameda County Fire Department Albany Fire Department Berkeley Fire Department Camp Parks Fire Department Berkeley Fire Department Piedmont Fire Department Piedmont Fire Department Hayward Fire Department Livermore-Pleasanton Fire Department Oakland Fire Department East Bay Regional Parks Fire Department KacFD at Livermore Lab transports patients from its facility with fewer than 100 responses Air Transport Providers REACH CALSTAR East Bay Regional Parks Interfacility Transport (IFT) Providers Royal Pro Transport One Priority One AMR Norcal Westmed Receiving Facilities Alta Bates Hospital Alameda County Medical Center(Ba	 Patients Patient Families The Community All Providers All Receiving Facilities County Board of Supervisors and City Councils Insurance companies and other third party payers Vendors Education/Training Organizations Other Regulatory Agencies

The EMS Agency is a division of the Alameda County Health Care Services Agency, Department of Public Health. The EMS Agency coordinates EMS activities in Alameda County. The Board of Supervisors (five members) makes general policy decisions affecting the EMS Agency. The Director of Health Care Services reports to the Board of Supervisors. The County Health Officer is designated the EMS District Medical Director by the Board of Supervisors. The County Health Officer delegates this responsibility to the EMS Agency Medical Director. Medical control of the prehospital medical care within the system is the responsibility of the EMS Medical Director.





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QUALITY IMPROVEMENT RESPONSIBILITIES - GENERAL GUIDELINES

- 1. The CP Program shall establish and facilitate a quality improvement program to monitor, review, evaluate and improve the delivery of prehospital care services.
 - 1.1 The program shall involve all system participants and shall include, but not be limited to the following activities:
 - 1.2.1 Prospective designed to prevent potential problems.
 - 1.2.2 **Concurrent** designed to identify problems or potential problems during the

course of patient care.

1.2.3 **Retrospective** - designed to identify potential or known problems and prevent

their recurrence.

- 1.2.4 **Reporting/Feedback** all quality improvement activities will be reported to the EMS Agency in a manner to be jointly determined. As a result of Q.A. activities, changes in system design may be made.
- 2. Each participating agency will follow the Alameda County CP Quality Improvement plan, based on the appropriate policy to the EMS Agency for approval. The time frame for submission will be determined by the EMS Agency.
- 3. Appropriate revisions shall be made as requested by the EMS Agency.
- 4. Each CP program shall conduct an annual review of their Q.A. plan.
- 5. The EMS Agency will evaluate the implementation of each CP Q.A plan.

6. See below for Q.A. Plan Organizational Chart:



QUALITY IMPROVEMENT RESPONSIBILITIES - CP

Authority: Division 2.5 of the Health and Safety Code, Chapter 4.

1. Prospective

- 1.1 Comply with all pertinent rules, regulations, laws and codes of Federal, State and County applicable to emergency medical services.
- 1.2 Coordinate CP quality improvement committees. 100% charting audit will be mandatory by Peer Review and CQI Sub-Committee.
- 1.3 Plan, implement and evaluate the CP program including public and private agreements and operational procedures.
- 1.4 Approve and monitor CP training programs.

1.5 Establish policies and procedures to assure patient safety, which may include

dispatch, basic life support, advanced life support, activating EMS, patient care guidelines and quality improvement requirements.

- 1.6 Facilitate implementation by system participants of required Quality Improvement plans.
- 1.7 Design reports for monitoring identified problems and/or trends analysis.
- 1.8 Establish a CP Peer Review process to audit quality of care, documentation, completeness and appropriateness
- 1.9 Approve standardized corrective action plan for identified deficiencies in CP.

2. Concurrent

- 2.1 Site visits to monitor and evaluate system components.
- 2.2 On call availability for unusual occurrences.



3. Retrospective

- 3.1 Evaluate the process developed by system participants for retrospective analysis of CP care by auditing 100% of all CP charts through peer review and CP Supervisor review. Medical Director to be notified immediately if patient
- 3.2 Evaluate identified trends in the quality of CP care delivered in the system.
- 3.3 Establish procedures for implementing the Certificate Review Process for CP medical personnel.
- 3.4 Monitor and evaluate the Incident Review Process.

4. Reporting/Feedback

- 4.1 Evaluate submitted reports from system participants and make changes in system design as necessary.
- 4.2 Provide feedback to system participants when applicable or when requested on Quality Improvement issues.
- 4.3 Design CP research and efficacy studies regarding the CP pilot project.

ALAMEDA COUNTY COMMUNITY PARAMEDICINE PROGRAM EVALUATION FORM

Program Evaluated:	Date:
Evaluated by:	
Type of Incident: Run #/PCR #:	10
Describe how you used the product:	
	1.B.
Describe any problems associated wit	h using the program:
What was the outcome of the program	
What was the outcome of the program	use :
	2 · · · · · · · · · · · · · · · · · · ·
Describe what you liked about the pro-	gram:
Describe what you didn't like about the	e program:
How many times have you used this pr week?	ogram in the past day?
Do you think this program would impro	ove patient care or make your job
easier or better?	
Crew members (print names)	
Your unit #:	

III. Data Collection, Evaluation of Indicators and Reporting

"How are we doing?"

"MEASURE – IMPROVE, MEASURE – IMPROVE, MEASURE – IMPROVE" ~ <u>Mickey Elsenberg, MD</u>

Various data systems in the Alameda County Community Paramedicine system, including CAD, ZOLL, Beyond Lucid ePCR, Reddinet, and First Watch, contain relevant data. Electronic PCR data elements are NEMSIS/CEMSIS compliant. The implementation of all these data systems into user friendly data entry and reporting formats is essential to ensure that clean usable data is obtained. Integration of these data systems between dispatch, EMS providers, receiving facilities and state and national data systems is essential in opening up communication necessary to facilitating Quality Improvement.

These data systems are used to:

- · Prospectively identify areas for improvement and enable data driven decisions
- · Monitor system changes after QI interventions have been implemented
- Monitor individual and group performance in the CP system
- Support research
- Provide benchmarks with other CP systems

Data Quality Improvement activities include:

- Implementation of a user friendly ePCR program for all CP providers
- Implementation of a user friendly data reporting tool
- Integration and continuing maintenance of all data systems

Process, Data and Quality Indicator Analysis

RESULTS BASED ACCOUNTABILITY (RBA) – <u>Mark Friedman - "Trying Hard Is Not</u> <u>Good Enough: How to Produce Measurable Improvements for Customers and Communities"</u>

RBA uses a practical model for developing meaningful performance measures (quality indicators) by asking 3 simple questions:

- "How much do we do?" Input resource components (such as leadership, workforce, suppliers, equipment, etc.) are measured. These are the least important performance measures but the easiest to obtain. These performance measures assess the quantity of effort we put in.
- **"How well do we do it?"** The efficiency of design and delivery of work processes, productivity and operational performance are measured. These performance measures assess the quality of effort we put in.
- **"Is anyone better off?"** The result or outcome of patient care, support services, and fulfillment of public responsibilities are measured. These are the most important performance measures and the most difficult to obtain. These performance measures assess the quality effect of our efforts.



An example of Alameda County Performance Indicators

CHARTS

The use of charts is essential in the analysis of processes, data and quality indicators. While many different types of charts exist, the following charts provide the best process analysis. These charts are also easy to create and use.

CONTROL CHARTS measure process improvement.

Process Improvement = Quality Improvement

"Our current processes are perfectly designed to produce the results we are getting." <u>Davis Balestracci</u>

If given two different numbers, one will be bigger than the other. However, if given a series of numbers over a period of time and then "plotting the dots", a picture of a process starts to emerge.

All data has a time component of some sort. While many charts analyze process improvements, Control charts provide the best illustrations of process improvement over time. These charts are simple to create and easy to understand. Control charts in particular are a necessary tool all organizations **must** use to determine whether a process is improving or merely operating within some variation.

A chart of numbers is just a chart of numbers.

A Control Chart presents a picture of the story.

		1	_	
	Quarter	Witnessed VF/VT Survival # To Discharge	Witnessed VF/VT	Witnessed VF/VT Survival % To Discharge
	2005-01	11	33	
	2005-02	7	17	41.18%
	2005-03	1	25	4.00%
	2005-04	3	26	11.54%
	2006-01	9	38	23.68%
	2006-02	11	36	30.56%
	2006-03	5	29	17.24%
L	2006-04	5	19	26.32%
L	2007-01	13	30	43.33%
L	2007-02	4	27	14.81%
L	2007-03	4	34	11.76%
L	2007-04	6	31	19.35%
L	2008-01	9	25	36.00%
Ŀ	2008-02	3	15	20.00%
Ŀ	2008-03	. 7	25	28.00%
Ŀ	2008-04	5	21	23.81%
Ľ	2009-01		26	30.77%
Ŀ	2009-02	10	26	38,46%
L	2009-03	8	24	33.33%
12	2009-04	7	27	25.93%
2	010-01	13		43.33%
2	010-02	7	23	30.43%
2	010-03	8	25	32.00%
2	010-04	11	19	57,89%







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PARETO CHARTS / PIE CHARTS

4

Identify the most common contributing factors to a process. For example, regarding pediatric medication safety, first focusing efforts in analyzing and reducing errors in Morphine and Midazolam administrations makes sense.





FLOW CHARTS provide a picture of the structure of an organization or the workflow of a process over time.

IV. Action to Improve

"What are we doing to make things better?"

Using the Tripe AIM process CP is defining a process to provide resources to patients that over utilize 911 and need assistance in managing their chronic disease. The CP Program shall establish and facilitate a system wide quality improvement program to monitor, review, evaluate and improve the delivery of health care services.



The program shall involve all system participants and shall include, but not be limited to the following activities:

- Prospective designed to prevent potential problems.
- Concurrent designed to identify problems or potential problems during the course of patient care.
- Retrospective designed to identify potential or known problems and prevent their recurrence. Reporting/Feedback - all quality improvement activities will be reported to the EMS Agency in a manner to be jointly determined. As a result of Q.A. activities, changes in system design may be made.
- Reporting/Feedback all quality improvement activities will be reported to the EMS Agency in a manner to be jointly determined. As a result of Q.A. activities, changes in system design may be made.

In developing QI activities, various models and methodologies such as The Model for Improvement, PDSA, DMAIC and The Program/Project Management Model can be used by any organization's quality improvement team.

The Model for Improvement – PDSA Cycle Institute for Healthcare Improvement

- The **Aim**: What are we trying to accomplish? How good? By when? For whom?
- The **Measures:** How will we know a change is an improvement? What are the process and outcome measures?
- The Changes: What change can we make that will result in improvement?

The PDSA cycle gives us a way to quickly test changes on a small scale, observe what happens, tweak the changes as necessary, and then test again—before implementing anything on a broad scale.

AIM What are we trying to accomplish? MEASURES How will we know that a change is an **Improvement?** CHANGES What changes can we make that will result in improvement? Ł t Act Plan Study Do

2012 Associates in Process Improvement

The Model for Improvement

- Plan State objective of the test, make predictions, Develop an improvement plan to carry out the test (who, what where, when)
- Do Carry out the test or trial, document problems and unexpected observations, begin analysis of the data
- Study Complete the analysis of the data, compare the test data to predictions, and summarize what was learned
- Act What changes are to be put into policy and institutionalized? What will be the
 objective of the next cycle? What, if any, re-education or training is needed to effect the
 changes?

Six Sigma

Institute For Healthcare Improvement

The focus of Six Sigma is reducing variation or the defect rate, measured by Sigma level, or "Defects per Million Opportunities." The Six Sigma improvement framework consists of six basic steps, known as DMAIC for short:

- Define. Define the problem in detail.
- Measure. Measure defects (in terms of "defects per million," or Sigma level).
- Analyze. In-depth analysis using process measures, flow charts, defect analysis to determine under what conditions defects occur.
- Improve. Define and test changes aimed at reducing defects.
- Control. What steps will you take to maintain performance?

Example of using the Six Sigma

- 1. <u>Define</u> -
 - a. In Alameda County there are over 30 patients that over utilize 911 emergency services by call 911 at least 16 times and up or more than 50 times a year.
 - Patients discharged from hospitals with chronic illness (specifically MI, CHF, Asthma, COPD and Pneumonia) have a likelihood of revisiting the ED or readmission.
- 2. Measure
 - a. Reduce the amount of times a frequent 911 caller activated 911
 - b. Reduce the amount of return ED visits and readmissions
- 3. <u>Analyze</u> find a target number of patients to follow through program. Reducing patients pain/suffering and improving vital signs (blood pressure).
- 4. <u>Improve</u> Assist patients in accessing resources in Alameda County, connect to primary care physicians, and educate patients on medication compliance.
- 5. <u>Control</u> Follow patients in healthcare system.

Once an Improvement Plan has been implemented, the results of the improvement will be measured. Changes to the system will be integrated and standardized. A plan for monitoring future activities will be established to ensure the change continues. Findings and plans are discussed and implemented through the EMS Quality Council.

What will be measured????

- > A decrease in call volume with our "friendly faces" patients
- A decrease in hospital visits and hospital admissions
- Pain and Suffering a patient with a pain scale of a 10 would be reduced with a goal of no pain. Follow care can be measureable by documenting if pain and suffering has improved

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		adala mananan dari dagi da tangan dalam da sana da	Reprinted by permission.

Program/Project Title	clear
Purpose	A clear program/project purpose related to the overall EMS <u>Purpose</u> to improve health and reduce pain and suffering should be clearly defined in one sentence.
Vision	Where we see the program/project in the future related to the overall EMS <u>Vision</u> should be clearly defined in one sentence
Values	The main concerns and cares of the program/project related to the overall EMS Values of STARCARE should be stated.
Program/Project Scope	The parameters of the program/project, what's included and/or not included, "what's in or out", should be defined.
Program/Project Members	The program/project leader and members should be listed. The roles and responsibilities of the leader and each member should be clearly defined.
Measurements, Outcome	Established benchmarks and measures as well as other innovative data measures that are pertinent to the improvement program/project should be established. Results and measurements from the patient's perspective are essential.
Improvement Projects	Define the specific work being done within the Quality Improvement program/project.
Schedule	The difference between a wish and a goal is that a goal contains a deadline. Intermediate and final project deadlines should be determined and followed.

Program/Project Management Model POLICY REVIEW PROCESS

1. INTRODUCTION

- 1.1 The policy review process is an advisory process to the County Health Officer and the EMS Medical Director for the formulation of medical protocols. Policy suggestions and/or draft policies are accepted from committees, system participants, individuals, and/or interested parties.
- 1.2 Policies will be evaluated on an annual basis with adequate time allowed for training and distribution. Specific recommendations for additions, deletions and/or revisions should be forwarded to the EMS Agency.

2. POLICY PROCESS

2.1 Written Public Comment Draft

- 2.1.1 The EMS office will distribute draft policies to the appropriate system participants and/or interested parties for written comments.
- 2.1.2 Policies under consideration that affect the EMS system as a whole will be sent out for review by all systems participants. A policy under consideration that applies to a limited group will only be sent to those who would be directly affected.
- 2.1.3 The time frame allowed for the return of comments will be 60 days. Comments may be mailed or faxed to the EMS office, but must be received no later than 4 p.m. on the deadline date.
- 2.1.4 All comments will be reviewed by the EMS Medical Director. All suggestion will be taken into consideration.

2.2 Public Testimony

- 2.2.1 Public comments will be heard at the next most appropriate Emergency Medical Oversight Committee (EMOC) meeting (usually in August)
- 2.2.2 A final draft of the policy will be distributed prior to the meeting.
- 2.2.3 Time will be allotted at the meeting for public testimony and discussion. All recommendations will be taken into consideration during the finalization of the policy.

Unusual Occurrences

All unusual occurrences will be investigated by the individual agency and the EMS Agency.

V. Training and Education

Training and Education

The CP curriculum program will provide the community paramedic two specific training programs. The "core" curriculum consisting of approximately 120 hours will be provided by University of California, Los Angeles (UCLA) and hosted regionally. In addition, a "local" curriculum of 60 to 80 hours will be delivered by an Alameda County approved Paramedic program, Chabot College. The local curriculum will be matched to meet the needs of the two domains: managing frequent 911 callers and assisting in post hospital discharged patients. The program will be tailored based on the past experience of each individual and the services the Community Paramedic will be providing for their area. The program will consist of a didactic component with associated lab sessions and a clinical component consisting of rotations with physicians, nurse practitioners, physician assistants and/or public health providers in Home Health care, local doctor's offices, clinics and/or hospitals. Students will receive this training under the supervision of the Alameda Medical Director and CP Supervisors.

Upon completion, the training program aims to produce CP's who have the competencies, knowledge, and professional skills to function as a Community Paramedic.

VI. Annual Update

ALAMEDA COUNTY QUARTERLY REPORT

The EMS Medical Director will evaluate the QI Program with the EMS QI Council at least on a quarterly basis. This group will be tasked with ensuring that the QI Plan is in alignment with our strategic goals, and will review the plan to identify what did and did not work. From this information, an Annual Update will be provided to the CQI Team and will include the following:

- Indicated monitors
- Key findings and priority issues identified
- Identification of any trends
- Improvement action plans and plans for further action
- Description of any in-house policy revisions
- Description of any continuing education and skills training provided as a result of
 Improvement Plans
- Description of whether the goals were met and whether follow up is needed
- Description of next year's work plan based on the current year's indicator review

Description of Organizations

The description should include an organizational chart showing how the QI Program is integrated into the organization.

Statement of CP QI Program goals and objectives

Describe processes used in conducting Quality Improvement activities. Were goals and objectives met?

List and define indicators utilized during the reporting year

- Define state and local indicators
- Define provider specific indicators
- Define methods to retrieve data from receiving hospitals regarding patient diagnoses and disposition
- Audit critical skills
- Identify issues for further system consideration
- Identify trending issues
- Create improvement action plans (what was done and what needs to be done)
- Describe issues that were resolved
- List opportunities for improvement and plans for next review cycle
- Describe continuing education and skill training provided as a result of Performance Improvement Plans
- Describe any revision of in-house policies
- Report to constituent groups
- Describe next year's work plan based on the results of the reporting year's indicator review

Sample Work Plan Template

Indicators Monitored	Key Findings/Priority Issues Identified	Improvement Action Plan Plans for Further Action	Were Goals Met? Is Follow-up Needed?
			<u> </u>

ATTACHMENT A MEASURE A ALLOCATION REPORTING FORM



Purpose

- The purpose of this *Measure A Allocation Report* is to report information on how your organization used the allocation of Measure A funds to specifically meet the goals of Measure A. In 2004, Measure A was approved by voters to "provide for additional financial support for emergency medical, hospital inpatient, outpatient, public health, mental health, and substance abuse services to indigent, low-income and uninsured adults, children, families, and seniors and other residents of Alameda County."
- The Measure A Allocation Report will be shared with the Measure A Citizen Oversight Committee who will review your report to determine how funds were spent and develop a comprehensive report for the Board of Supervisors. The report will also be made available to the public.
- For more information on Measure A and/or the Citizen Oversight Committee, please visit: <u>http://www.acgov.org/health/indigent/measureA.htm</u>

Instructions

- This form is for fiscal year (FY) 14/15 (July 1, 2014 June 30, 2015) only.
 - Refer to Attachment A for your organization/department's allocation. Your organization/department/program may be listed more than once. If this is the case, you must complete one reporting form for each listed allocation.
 - Completion of this funds report is required, and is in addition to any contract compliance requirements submitted to the County.
 - Complete all required questions on this form. If you cannot answer a question, please explain why.
 - Please limit use of acronyms. If you use acronyms, spell them out on the first mention.
 - This reporting form is created in Microsoft Word and includes check boxes. To enable the check boxes, please follow the steps below or see "Enabling the Check Box Feature" instructions. If you cannot enable the check boxes, you may type an "X" next to the appropriate boxes.
 - Open Word file
 - Open the Security Warning at the top of the screen
 - Click Options
 - Click Enable its content
 - Click OK

Where to
Submit Your
CompletedEmail the following documents to MeasureA@acgov.org:
Measure A Allocation Report form (Microsoft Word file only)
Budget Attachment (Microsoft Word, or Excel or PDF file)

Deadline for submission All reports are due by Friday, August 30, 2015 at 5:00 p.m. Questions? Please contact Ryan Gordon at (510) 667-7994 or Ryan.Gordon@acgov.org.

About the
ReportingThe reporting form contains six sections (see below). Section II can be
completed by your fiscal officer or finance director. All other sections of the
form should be completed by your agency director or program
director/manager.

Section Numbe r	Section Name	To be completed by
I	Agency Background Information	Agency/Program Director or Manager
II	Agency and Program Funding	Fiscal Officer or Finance Director
III	Services Provided	Agency/Program Director or Manager
IV	Program Results Client Results /Is Anyone Better Off?	Agency/Program Director or Manager
v	Case Study or Client Vignette	Agency/Program Director or Manager
VI	Data Collection Tools	Agency/Program Director or Manager





Agency Background Information (To be completed by Program Director/Manager)

1) List your agency's Mission Statement.

A mission statement is your agency's purpose; why you exist.

Program Background Information

2) List the specific program objectives that were specifically supported by Measure A funds. Objectives consist of the measureable results that you seek to demonstrate in your program; what you seek to accomplish.

(NOTE: Providers who contract directly with Alameda County Health Care Services Agency should list the objectives outlined in Exhibit A of your contract.)

3) What were the measurable client results achieved based on your program's services? Client results are measureable results that demonstrate the progress of your client population and indicate if they are better off as a result of receiving services in your program.

(NOTE: Providers who contract directly with Alameda County Health Care Services Agency should report the performance measures accomplished based on the objectives outlined in Exhibit A of your contract.)

Section Agency & Program Funding (To be completed by Fiscal Officer or Finance

II Director)

4) Agency Funding

- a. What was your overall agency budget for fiscal year (FY) 12/13?
- b. State your FY 12/13 Measure A allocation (Refer to Attachment A)
- c. What percentage of your overall budget was Measure A funding (for only this specific program)?
- d. Please attach your agency's FY 12/13 budget. (Microsoft Word, or Excel or PDF file)

5) Program Funding

- a. What was the total budget for the specific program that includes FY 12/13 Measure A funds?
- b. What was the specific amount of FY 12/13 Measure A funds expended for this program? *See question 7 below.
- c. What percentage of your program budget was funded by Measure A?



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%	

6) *If you did not expend all of your Measure A funds, please briefly explain why below:

7) Please indicate how much of your Measure A funding was allocated to each of the following categories in FY 12/13. (NOTE: This question is optional for Measure A allocations less than \$50,000.)

*Direct program costs are costs that can be specifically identified with delivery of a service or product. This includes: personnel, program costs, consultant fees, contracts, administrative/overhead costs (e.g., supplies, fees, materials, equipment, etc.), and any other direct costs.

*Direct Costs:

Personnel (salaries & fringe benefits)

Program costs/services

Consultants

Contracts

Administrative and Overhead

(e.g., office supplies, rent, training, travel, etc.)

Other Direct Costs, please specify:

8) Staffing

If Measure A funds were used for staffing, how many Full-Time Equivalents (FTEs) were funded through Measure A funds?

FTE (Full-Time Equivalents)

9) Were FY 12/13 Measure A funds used to leverage additional funds, or used as a match to generate additional funding?

🗆 Yes 🛛 🗖 No

- a. If yes, how much additional funding was generated?
- \$

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\$

b. What funding mechanism was used? Please list even if matched funds were not required. For example: Measure A funds were used to leverage matching funds from Medi-Cal Administrative Activities (MAA) and/or Targeted Case Management (TCM).

L TRACE

Services Provided (To be completed by Program Director/Manager) Ш In Section III, the questions relate to the specific services provided and clients served that were directly or indirectly funded through Measure A. If you are unable to track the specific types of clients that were served as a result of Measure A funding, please use a proportionate amount, whereby you divide the number of clients served during FY 12/13 for a specific program, and then multiply this by the Measure A funding percentage you provided in Section II, Question 4, Item c of this form.

1 the second second

For example, if your program served 100 participants who are health underinsured or uninsured, and Measure A funding comprised 25% of your total program budget, then your estimate of Measure A clients would be 25 clients.

10) About how many *total* clients did your program serve in FY 12/13?

Section

- 11) About how many clients did your program serve in FY 12/13 with Measure A funding?
- 12) About what percentage of the Measure A clients you served in FY 12/13 were...(please enter approximate percentages to add up to 100%). (NOTE: This question is optional for Measure A allocations less than \$50,000. However, Providers are encouraged to report this information if available.)

Age Group	Percentage
Children (0-15)	%
ТАҮ* (16-24)	%
Adults (25-64)	%
Older Adults (65+)	%
Total (100%)	%
TAV. Transition A Vision (100%)	70

*TAY = Transition Age Youth

Race & Ethnicity	Percentage
African American/Black	%
American Indian &/or Alaskan Native	%
Asian	%
Hispanic/Latino	%
Native Hawaiian &/or Other Pacific Islander	%
White/Caucasian	%
Other, specify:	%
Total (100%)	%

Please describe how this demographic information was gathered and/or determined.

13) About what percentage of your <u>Measure A clients</u> qualified for entitlement benefit programs in FY 12/13?

These programs include (but are not limited to) CalFresh/SNAP (Supplemental Nutrition Assistance Program, formerly known as Food Stamps), Medi-Cal, CHIP (Children's Health Insurance Program or Healthy Families), TANF (Temporary Assistance for Needy Families), General Assistance, CalWORKs, Health Program of Alameda County (HealthPAC), and SSI (Supplemental Security Income).

	Percentage
Percent of Measure A clients who qualified for entitlement benefit programs in FY 12/13	%
Percentage of Measure A clients who were health underinsured or uninsured in FY 12/13	%

Please describe how this information was gathered and/or determined.

14) Where do most of your <u>Measure A clients</u> live? (Select all that apply) If your services are provided county-wide, please indicate that. If most of your clients are homeless or transient, please indicate that. (NOTE: This question is optional for Measure A allocations less than \$50,000. However, Providers are encouraged to report this information if available.)

Incorporated	Incorporated	Unincorporated	Other
Alameda Albany Berkeley Dublin Emeryville Fremont Hayward	Livermore Newark Oakland Piedmont Pleasanton San Leandro Union City	Ashland Castro Valley Cherryland San Lorenzo Sunol	Countywide Homeless or transient Outside of Alameda County

15) A. What kinds of activities or initiatives were conducted as part of your Measure A funded program or initiative? (Select all that apply)

funded program or initiative? (Select all that apply)				
Mental Health Services	Alcohol & Drug Programs	Hospital/Inpatient		
Aftercare	12 Step- open meeting	services		
🗖 Case management	weekly	Acute		
🗖 Day treatment	☐ Aftercare	rehabilitation		
🗖 Diagnostic assessment	Individual counseling	Disease screening		
Hospitalization	☐ Intensive outpatient	Emergency and trauma		
Information and referral	program	Care		
☐ Medication management	Multi-family therapy	Geriatric services		
□ Nursing assessment	C Outpatient	Gynecological care		
C Outpatient psychotherapy		Health information		
Individuals, couples, famili		technology		
Partial hospitalization prog		Medical assessment		
Prevention and early	Relapse prevention	Medicine meno-		
intervention	Residential treatment	Medicine management Nursing		
Psychiatric assessment	and/or detoxification			
Psycho-education	School-based counseling	Postpartum care		
School-based counseling	Substance abuse assessment	Prenatal, labor, and		
Workforce development or Training	training	Primary care		
Other, specify:	C Other, specify:	Quality improvement		
Councer, specify:	e mor, speeny.	\Box Specialty clinics		
		☐ Surgeries		
		Well-child and pediatric		
}	23	care		
		Workforce development		
		or training		
Public Health Prevention	Outpatient Services	Other, specify:		
Chronic disease prevention	Ambulatory surgery	Youth & Community		
Communicable disease cont	Ancillary Services (Radiolog	Services		
(including immunizations)	Nursing home, PT/OT, etc.)			
Community mobilization	Dental	Arts/Culture/Media servio		
Environmental change/		Case management		
assessment	Disease or risk factor screer	Community mobilization		
Environmental health	Health Information technol	Community outreach		
Epidemiology/Monitoring	Home health	Community service/		
health status/disease regist	Medicine management	volunteering		
Fall & other injury preventi	Optometry	🗆 Drug or alcohol, preventio		
Nutrition and food	Pharmacy	services		
C Outreach and education	Podiatry	Gang prevention services		
Policy and regulations		Information or referrals		
Program planning,		Job skills training		
implementation, or evaluati	Specialty care	Leadership development		
Workforce development or	□ Workforce development or	Mentoring		
training	training	Sports		
□ Other, specify:	🗖 Other, specify:	Tutoring		
	, o mori opocniji			
		Other, specify:		

- 16) Include a narrative about the specific services that were provided using Measure A funds, including other activities not included in Question 15.
- 17) The Measure A Ordinance is scheduled to sunset in 2019. How would your organization sustain these activities if Measure A funds were reduced or not available; what other key services would be reduced and/or eliminated?
- 18) How does your scope of services meet the Measure A funding criteria to "provide for additional financial support for emergency medical, hospital inpatient, outpatient, public health, mental health and substance abuse services to indigent, low income, and uninsured adults, children, families and seniors and other residents of Alameda County"?

Type of Services Provided (Check all that apply)

- Emergency Medical
- Hospital Inpatient
- Hospital Outpatient
- Public Health
- Mental Health
- Substance Abuse

Individuals Served (Check all that apply)

- Adults
- Children
- Families

Low Income Uninsured

Indigent

- Seniors
- Other residents:

Additional response (if needed)

Section Program Results (To be completed by Program Director/Manager)

IV Client Results/Is Anyone Better Off? In Section IV, the questions relate to some of the ways that Measure A funds contribute to maintenance or expansion of access to services for indigent, low-income and uninsured adults, children, families, and seniors and other residents of Alameda County. When responding to the questions, please think carefully about how Measure A funding has contributed to achievements in this goal.

- 19) As a result of Measure A funding, which significant barriers has your organization helped its clients overcome in seeking the services your organization provides? (Select all that apply)
 - Access to housing
 - Age barriers
 - Cost barriers
 - Cultural barriers
 - Gender barriers
 - Increased services for vulnerable populations, i.e., senior citizens, at-risk youths, etc.
 - Lack of knowledge of available services
 - Limited cultural-competency in staff
 - □ Limited service hours
 - Limited staffing
 - Long wait lists
 - □ Stigma or discrimination
 - Other, please specify:

20) Please describe in detail other ways your program's services have contributed to improving the results of your client population. (NOTE: This question is optional for Measure A allocations less than \$50,000. However, Providers are encouraged to report this information if available.)

This narrative should demonstrate how your clients' lives are better off as a result of receiving your program's services. Be specific, and quantify as much of this information as possible.

Section V Case Study or Client Viguette

21) Please type in the space below, at least one case study, letters from a client and/or client vignettes, that highlight how Measure A funds made a significant difference in the lives of individuals, families, or in your community-at-large. Refer to the tips below for developing an effective case study or vignette. The information provided may be used in the final report.

<u>Tips for Effective Case Studies and Vignettes:1</u>

- Keep each story to no more than one page with two to four paragraphs in length.
- Keep paragraphs short—no more than three to four sentences.
- Stick to the facts. Do not interject an opinion unless you attribute it to someone.
- Avoid using passive voice. Use active voice (e.g., "X provided Y service."), and be clear about who is doing the action in every sentence.
- Include direct quotes if they strengthen the story.
- Limit use of acronyms. If you use acronyms, spell them out on the first mention.
- Avoid jargon. Readers often skip over terms they don't understand, hoping to get their meaning from the rest of the sentence.
- Keep messages simple and concise.
- Include a photograph, if available, and if you have permission to share it.

¹ Adapted from: US Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Division of Adolescent and School Health, "How to Develop a Success Story," Atlanta, GA: December 2008, 8.

Section Data Collection Tools

22) Please list all the tools (e.g., surveys, client intake forms, sign-in sheets, etc.) your organization used to collect data for your program's services that are funded by <u>Measure A.</u>



A	thorization Page—Measure A Allocation Report
Report Prepared By	
Certification Statement	I certify that all information in this document is true. I agree and understand that the information provided will be used in the Measure A Oversight Committee's report.
Where to submit your completed form	Email the following documents to <u>MeasureA@acgov.org</u> : Measure A Allocation Report form (Microsoft Word file only) Budget Attachment (Microsoft Word, or Excel or PDF file)
Deadline for submission	All reports are due by Friday, October 4, 2013 at 5:00PM.
Questions?	Please contact Ryan Gordon at (510) 667-7994 or <u>Ryan.Gordon@acgov.org</u>

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: <u>City of Alameda</u> DEPT #: <u>465</u>

TITLE/SERVICE: <u>Community Paramedicine Services</u>

DEPT. CONTACT: Sally Ianiro PHONE: (510) 618-2021

- I.
 INFORMATION ABOUT THE CONTRACTOR
 YES
 NO

 1.
 Is the contractor a corporation or partnership?
 (X)
 ()

 2.
 Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?
 (X)
 ()

 3.
 If the answer to BOTH questions is YES, provide the employer ID number here: 94-6000288. No other questions need to be answered. Withholding is not required.
- 5. If the answer to question 2 is NO, continue to Section II.

II.	RELATIONSHIP OF THE PARTIES	YES	NO
1.	Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?	()	()
2.	Is the contractor restricted from performing similar services for other businesses while he is working for the County?	()	()
3.	Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?	()	()
4.	Is the relationship between the County and the contractor intended to be ongoing?	()	()

			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
III	FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS	YES	NO		
1.	Is the contractor being hired for a period of time rather than for a specific project?	()	()		
2.	Will payment be based on a wage or salary (as opposed to a commission or lump sum)?	()	()		
IV.	FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS	YES	NO		
1.	Will the agreement be with an individual who does not have an outside practice?	()	()		
2.	Will the contractor work more than an average of ten hours per week? IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.	()	()		
3.	Will the County provide more than 20% of the contractor's income?	()	()		

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

#### **CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature

Alexande

Alexander Nguyen Assistant City Manager

John A/Russo Printed Name

1-22-2015

Date

6

Agency/Department Head/Designee Signature

Alex Briscoe Printed Name

Date