

ORDINANCE EXHIBIT A

**City of Portland
Contract No. 30005639
Mobile Healthcare Services Pilot Project**

This Agreement is made and entered into by and between The City of Portland on behalf of Portland Fire & Rescue (further referred to as "Portland Fire & Rescue"), an Oregon municipal corporation and Legacy Health, an Oregon nonprofit corporation ("Legacy"), on behalf of Legacy Good Samaritan Medical Center, an Oregon nonprofit corporation ("Hospital"). This Agreement is made with reference to the following facts:

- A. Legacy's mission is "Our legacy is good health for our people, or patients, our community, our world."
- B. Hospital is a general acute care Hospital and desire to engage community healthcare partners to provide post-hospital care to at-risk patients in order to improve continuity of care, reduce unnecessary additional hospitalizations, and carry out its nonprofit healthcare mission in its service area.
- C. Portland Fire & Rescue will develop a mobile healthcare program (the "Program") to provide post-hospital follow-up communication and care services for selected patients in the Legacy Good Samaritan Medical Center catchment area which are targeted to achieve the goals set forth above.
- D. Portland Fire & Rescue employs licensed paramedics and registered nurses to provide emergency and nonemergency care in the State of Oregon ("Paramedics and Nurses"), and desire to provide such services as independent contractors of Hospital.
- E. Legacy desires to have Portland Fire & Rescue provide the services as described in this Agreement to selected patients following their discharge from Hospital, and Portland Fire & Rescue desires to provide such services.

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

1. Professional Services.

1.1 Services. Portland Fire & Rescue is engaged to provide Paramedics and Nurses to perform post hospitalization follow-up services for selected Hospital patients who reside within the Legacy Good Samaritan Medical Center service area, as particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Portland Fire & Rescue will ensure that Services are rendered in a competent, efficient and satisfactory manner, within the Paramedics' and Nurses' scope of practice. Portland Fire & Rescue shall be solely responsible for oversight and medical direction of the Paramedics and Nurses, as applicable. Paramedics and Nurses will not knowingly make any statement to patients that they are acting in any capacity other than as independent contractors and not as employees or agents of Hospital.

1.2 Classification. The parties acknowledge and agree that the Services will be provided only to patients who consent to Program enrollment and that the Services do not constitute home health services referenced in Hospital's discharge planning documentation. Portland Fire & Rescue is not a

home health agency and the Services will not be billed to and are not reimbursable by federal healthcare programs or commercial payers.

1.3 Performance Removal of Paramedics and Nurses. In the event that Legacy deems the practices or services of any Paramedic or Nurse unacceptable to Legacy, Legacy shall provide Portland Fire & Rescue with written notice of the details giving rise to Legacy's complaint. Upon receipt of such written notice, Portland Fire & Rescue shall have ten (10) business days to analyze and, if needed, remedy the situation with respect to the Paramedic or Nurse in question. If Legacy determines that the situation is not remedied after ten (10) business days, Legacy shall have the right to require the removal of such Paramedic or Nurse from provision of Services under this Agreement. In the event that Legacy exercises its right in this regard, Portland Fire & Rescue shall remove the Paramedic or Nurse and ensure the Services are provided by other qualified Paramedics or Nurses.

1.4 Laws, Standards and Policies. Portland Fire & Rescue will ensure that Services are provided in accordance with: (a) applicable laws and regulations; (b) applicable professional and ethical standards; and (c) applicable Legacy and Hospital policies (including but not limited to those governing use of Legacy's electronic health record); all as they may be amended from time to time.

1.5 Legacy Property. All patient educational materials prepared by or at the direction of Legacy, or obtained in the course of providing Services will remain the exclusive property of Legacy, for its exclusive use and benefit. Such documents will not be copied or removed from Hospital's premises, custody or control without Legacy's prior written or verbal consent.

1.5 Portland Fire & Rescue Property. All Patient Care Reports ("PCRs"), databases, operational guidelines, or any other proprietary materials prepared by or at the direction of Portland Fire & Rescue will remain the exclusive property of Portland Fire & Rescue. This includes such materials which are or were developed in order to provide the Services. Such materials will not be copied or removed from Portland Fire & Rescue's premises, custody or control without prior written or verbal consent. Notwithstanding the above, Portland Fire & Rescue will share relevant information with Legacy as necessary to perform Portland Fire & Rescue's obligations pursuant to this Agreement.

2. Obligations of Portland Fire & Rescue Paramedics and Nurses.

2.1 Professional Qualifications. Portland Fire & Rescue will ensure that each Paramedic or Nurse will at all times be qualified and professionally competent to perform Services. Portland Fire & Rescue will require each Paramedic or Nurse to individually comply with the applicable covenants and obligations in this Agreement. In addition, Portland Fire & Rescue shall ensure that each Paramedic or Nurse assigned to Hospital agrees to abide by and execute the Legacy Health Vendor Access Agreement, attached hereto as **Exhibit C**. Portland Fire & Rescue certifies that Portland Fire & Rescue and Paramedics and Nurses are not currently and have never been suspended or subjected to any type of sanction, fine, civil money penalty, debarment or exclusion from Medicare, Medicaid, or any other federal or state health insurance program. Paramedics and Nurses will at all times conduct themselves in a professional manner, consistent with the prevailing standards in the community. The parties acknowledge common goals of excellent patient care and safety.

2.2 Notices to Legacy. Portland Fire & Rescue will:

(a) immediately notify Hospital in the event that Portland Fire & Rescue or Paramedic or Nurse is suspended or excluded from Medicare, Medicaid, or any other federal or state health insurance program;

(b) promptly notify Hospital of any loss, suspension or material limitation of licensure of a Paramedic or Nurse;

(c) promptly notify Hospital when any claim or action against a Paramedic or a Nurse is settled by payment on behalf of Portland Fire & Rescue or Paramedic or Nurse of an amount more than \$10,000 or ends in an adjudication of liability against Portland Fire & Rescue, Paramedic, or Nurse; and

(d) promptly notify Hospital when any professional disciplinary action by a licensing or similar agency or regulatory body is initiated against a Paramedic or Nurse, or terminates by stipulation or by final action on the basis of a finding adverse to a Paramedic or Nurse.

2.3 Litigation Support and Subpoenas. If an employee or agent of either party is subpoenaed, or otherwise ordered by a court of competent jurisdiction to testify in any third party arbitration or litigation proceeding involving the Services, the subpoenaed party will notify the other party within forty-eight (48) hours of receipt of such subpoena or court order, and will cooperate fully with the other party, at the other party's expense, in any efforts to quash or respond to such subpoena or court order.

3. Compensation. Legacy will compensate Portland Fire & Rescue for Services as specified in **Exhibit B** attached hereto and incorporated herein by reference. Except as otherwise provided in Exhibit B, Portland Fire & Rescue will seek payment for Services solely from Legacy, and Portland Fire & Rescue will not seek payment from any other source.

4. Relationship of the Parties.

4.1 Independent Contractors. The parties are at all times acting and performing as independent contractors and nothing in this Agreement is intended to or will be construed to create a relationship of employer/employee, partnership or joint venture. No agent, employee or servant of one party will be or will be deemed to be the employee, agent or servant of the other party. None of the benefits provided by one party to its employees including, but not limited to, Public Employees Retirement System benefits, workers' compensation insurance, and unemployment insurance, will be provided by that party to the other party or any employees, independent contractors, agents or servants of the other party. Portland Fire & Rescue will be solely responsible for obtaining all name registrations or professional occupation licenses required by state law or local government ordinance for the conduct of its practice.

4.2 Indemnification for Tax Liability. Portland Fire & Rescue will pay all payroll, workers' compensation, and unemployment taxes pertaining to Paramedics and Nurses and their provision of Services. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent applicable, Portland Fire & Rescue will indemnify Hospital and Legacy against all liability and loss arising from a Portland Fire & Rescue's failure to timely make payment of all federal, state and local taxes or contributions imposed or required under workers' compensation, unemployment insurance, social security and income tax laws with respect to Portland Fire & Rescue and any agent or employee of Portland Fire & Rescue.

4.3 General Liability Insurance. Legacy will maintain, at its sole expense, Commercial General Liability insurance with a minimum of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. City will maintain, at its sole expense, a self insured retention program in an amount not less than \$1,000,000 per occurrence. The parties will provide one another with evidence of such insurance upon request.

4.4 Workers' Compensation Insurance. No workers' compensation insurance has been or will be obtained by Hospital or Legacy for Portland Fire & Rescue or any agent or employee of Portland Fire & Rescue. Likewise, no workers' compensation insurance has been or will be obtained by Portland Fire & Rescue for Hospital or Legacy. The parties must provide their own workers' compensation coverage for their own employees, with a waiver of subrogation for the other party and, upon request, will provide the other party with evidence of such coverage or verification of its election not to be covered. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent applicable, Portland Fire & Rescue will assume responsibility for any liability and exposure under law relating to workers' compensation arising out of any performance of their Services, and will hold Legacy harmless for any occupational injuries that occur to their Paramedics or Nurses.

4.5 Mutual Cooperation in Defense of Claims. Should any third party claim be asserted against one party to this Agreement which involves any aspect of Services, the other party will cooperate with the first party, and the first party's representatives, in connection with the defense of such claim. Should any party to this Agreement receive a notice of adverse health care incident from the Oregon Patient Safety Commission pursuant to the early discussion and resolution process provided by 2013 Or Laws Ch. 5 ("EDR"), such party will forward a copy of the notice to the other parties within 24 hours. Legacy, Hospital, and Portland Fire & Rescue shall decline to participate in EDR with respect to any adverse health care incident related to the Services provided pursuant to this Agreement unless all parties to this Agreement consent to such participation in writing. Portland Fire & Rescue will not settle a claim or suit in which Hospital or Legacy is alleged to be vicariously liable for Portland Fire & Rescue's or Paramedic's or Nurse's acts or omissions without first providing prior written notice to Legacy and obtaining as part of the settlement a release of Hospital and Legacy for all vicarious liability claims. Similarly, neither Hospital nor Legacy will settle a claim or suit in which Portland Fire & Rescue is alleged to be vicariously liable for acts or omissions without first providing prior written notice to Portland Fire and Rescue and obtaining as part of the settlement a release of Portland Fire and Rescue for all vicarious liability claims.

4.6 Acts and Omissions. Each party will be solely and entirely responsible for its acts and omissions, and for the acts and omissions of its agents, employees and servants, and will not be responsible for the acts and omissions of the other party, or the other party's agents, employees and servants. Nothing herein is intended as a creation or as an assumption of liability by one party for the acts of the other party, or said other party's agents, employees or servants, or as an Agreement to indemnify said other party for said liability.

5. Records, Reports and Surveys.

5.1 Program Records. Portland Fire & Rescue will ensure that Paramedics and Nurses timely and accurately complete records, reports, and surveys documenting the Services as described in **Exhibit A**. Portland Fire & Rescue will own all such records, reports, and surveys and Portland Fire & Rescue will grant Legacy reasonable access to them in connection with any quality assurance, research, audit or other appropriate purpose during and after the termination or expiration of this Agreement.

5.2 Medicare Disclosure/Access. The Comptroller General of the United States, Health and Human Services ("HHS") and their duly authorized representatives will have access to Portland Fire & Rescue's contracts, books, documents and records directly related to the provision of Services for all times covered by this Agreement necessary to verify the nature and extent of the costs of services provided by Portland Fire & Rescue and included in Hospital's cost report and for four (4) years after the Services are furnished. Access will be provided in accordance with the provisions of Public Law 96-499,

the Omnibus Reconciliation Act of 1980. The Comptroller General, HHS and their duly authorized representatives will also have similar access to such contracts, books, documents and records as are subject to Section 1861 (V)(1)(I)(i) & (ii) of the Social Security Act pertaining to any subcontract between Portland Fire & Rescue and any organization related to Portland Fire & Rescue if that subcontract involves the provision of Services with a value in excess of \$10,000. Additionally, in connection with Medicare Advantage, the Comptroller General, HHS, or their designees have the right to audit, evaluate, and inspect any of the Portland Fire & Rescue' books, contracts, records, including medical records and documentation and any pertinent information related to services provided hereunder for the later of ten (10) years from the contract's expiration or the completion of any audit.

6. Term and Termination.

6.1 Effective Date and Term. This Agreement will take effect on **January 2, 2017** ("Effective Date") and, unless earlier terminated as provided herein, will terminate on **June 30, 2017**. Prior to its expiration, this Agreement may be extended for a period of time to be mutually agreed upon by the Parties. Such extension shall be documented in an amendment to this Agreement which is signed by both Parties.

6.2 Termination at Will. Either party may terminate this Agreement at any time, without cause, upon giving thirty (30) days prior written notice to the other party.

6.3 Termination for Cause. Either party to this Agreement may terminate it at any time for cause upon written notice to the other party specifying the cause for termination upon any of the following events:

- (a) Dissolution or bankruptcy of Legacy, Hospital or Portland Fire & Rescue;
- (b) Either party fails to maintain required licensure, certification, or accreditation under local, state, or federal law;
- (c) Either party is suspended or excluded from participating in Medicare, Medicaid, or any other federal or state health insurance program;
- (d) Portland Fire & Rescue fails to promptly remove or otherwise prevent the provision of Services by any Paramedic or Nurse who has:
 - (i) Material limitations or restrictions in his/her ability to provide Services because of any known physical or mental incapacity, provided that such removal does not violate federal, state or local law;
 - (ii) Been subject to final action which results in: (A) revocation of his/her license, (B) suspension of such license for 30 days or more, or (C) restrictions upon such license which, in Legacy's sole discretion, materially limit or restrict his/her ability to provide Services; or
 - (iii) Engaged in professional misconduct, or violation of generally accepted rules of professional ethics.
- (e) Portland Fire & Rescue has violated a material term of the Business Associate Addendum and such breach has not been cured within five days after written notice from Legacy of the breach;
- (f) Legacy fails to pay Portland Fire & Rescue for the Services rendered as specified in **Exhibit B**.

6.4 Termination on Material Breach. In the event that one party is in material breach of any term or condition of this Agreement, then the other party may give the breaching party notice of such material breach and will provide a thirty (30) day cure period. The failure to cure a breach within the cure period that can be cured within such period or the failure to develop a work plan within such period to

cure a breach which cannot be cured within the cure period will result in termination of this Agreement at the end of the cure period. No notice need be given if a material breach poses an immediate threat to patient safety.

6.5 Method of Termination. The party terminating this Agreement or declaring it terminated will promptly notify the other party in writing. Written notice of termination for cause will state with particularity the grounds for termination.

6.6 Obligations upon Termination or Expiration. Upon termination or expiration of this Agreement, Portland Fire & Rescue's duty to provide Services will cease, and Legacy will owe no further obligation beyond that earned before termination or expiration. Patient records and files generated by Legacy are and will remain the exclusive property of Legacy. Where appropriate, the responsibilities under this Agreement (including but not limited to those regarding records, patient readmission reports, confidentiality, confidential information, HIPAA, cooperation, insurance, indemnification, Medicare disclosure and access, attorneys' fees and other provisions that expressly or by their nature continue beyond termination or expiration) will continue after termination or expiration of this Agreement.

7. Compliance with Laws, Rules and Standards.

7.1 Applicable Laws and Regulations. The parties recognize that this Agreement at all times will be subject to applicable federal, state and local laws, rules and regulations. The parties further recognize that this Agreement will be subject to amendments in such laws and regulations and to new legislation in accordance with the provisions of Section 7.2. Any terms that are required by the Medicare Advantage Program regulations to be included in this Agreement are hereby incorporated into this Agreement.

7.2 Conformity with Statute, Prospective Amendment. Any provisions of law which invalidate or otherwise are inconsistent with the terms of this Agreement, or which would cause one or both of the parties to be in violation of law, will supersede those terms of this Agreement. Portland Fire & Rescue and Legacy will exercise their best efforts to comply with all applicable provisions of law and other rules and regulations of relevant governmental authorities. In the event of a change in statute or regulation which, in the good faith belief of counsel for Portland Fire & Rescue or Legacy, renders any portion or aspect of this Agreement unlawful, the parties will negotiate in good faith to amend this Agreement to comply with applicable law. If the parties cannot agree to such amendments within thirty (30) days of the initiation of negotiations, either party may terminate this Agreement upon thirty (30) days' notice to the other.

7.3 Compliance with the Health Insurance Portability and Accountability Act. The U.S. Department of Health and Human Services has issued regulations on Standards for Privacy for Individually Identifiable Health Information and Standards for Security for the Protection of Electronic Protected Health Information implementing the Health Insurance Portability and Accountability Act of 1996. The parties are further subject to the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A of the American Recovery and Reinvestment Act of 2009), and regulations promulgated thereunder (collectively, "HIPAA"). Portland Fire & Rescue and Legacy are Business Associates of each other and, therefore, agree to execute the Business Associate Addendum, attached hereto as **Exhibit D**.

8. Miscellaneous.

8.1 Amendment. This Agreement may be modified, amended or supplemented only in a writing which refers to this Agreement and is signed by both parties.

8.2 Discrimination Prohibited. Neither party will unlawfully discriminate on the basis of race, creed, color, gender, age, religion, national origin, marital status, sexual orientation, disability, veteran's status, inability to pay or insurance carrier/payer in providing services or in the selection of associates, employees, or independent contractors.

8.3 Entire Agreement. This Agreement (together with all Exhibits attached hereto) contains and is intended as a complete statement of all of the terms of the Agreement between the parties with respect to the subject matter herein and supersedes all prior Agreements and understandings (whether written or oral) between the parties with respect to the subject matter herein. Notwithstanding the foregoing, the parties acknowledge that they may be parties to additional Agreements for the provision of other items or services as included on the master list of contracts maintained and updated by the Legacy Legal Department.

8.4 Severability. If any term or provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement will continue in effect.

8.5 Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach. To be effective, a waiver must be in writing and signed.

8.6 Controlling Law. This Agreement is executed and delivered in the State of Oregon and will be governed and construed in accordance with the laws of that state.

8.7 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

8.8 Notices. All demands and notices hereunder given will be delivered personally or sent by registered or certified mail, addressed to the respective parties at their address herein set forth, or at such other address as may be designated hereafter by registered or certified mail. Notices will be deemed received when actually delivered or three days after being mailed, whichever is earlier.

Legacy Health
1919 NW Lovejoy Street
Portland, Oregon 97209
Attn: Chief Legal Officer

Portland Fire & Rescue
55 SW Ash Street
Portland, Oregon 97204
Attn: Chief Mike Myers

8.9 Attorneys' Fees. In case suit or action or arbitration proceeding is instituted to enforce any of the provisions hereof, the prevailing party in such suit or action or arbitration proceeding will be entitled to such reasonable costs and attorneys' fees as the court or arbitrator may adjudge, including costs and attorneys' fees on any appeal or review.

8.10 Independent Representation. Each party has had the opportunity to be represented by and to have this Agreement reviewed by its own separate legal counsel. Neither party makes or represents to the other any representation of law or fact except as specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LEGACY HEALTH on behalf of
LEGACY GOOD SAMARITAN MEDICAL
CENTER:

By: _____

Its: _____

THE CITY OF PORTLAND on behalf of
PORTLAND FIRE & RESCUE & RESCUE:

By: _____

Print name: _____

Its: P

EXHIBIT A**PROFESSIONAL SERVICES**

1. Hospital shall identify patients with chronic conditions, including but not limited to chronic heart failure, chronic obstructive pulmonary disease, and diabetes who Hospital determines are at high risk for readmission and could benefit from Program enrollment. Such patients must be at least eighteen (18) years old.
2. Portland Fire & Rescue will obtain referrals from the Hospital by means of discussing with Hospital RN case managers and/or by patients being referred to Portland Fire & Rescue by Hospital's case management team. Portland Fire & Rescue and/or case management staff will approach referred hospitalized patients to explain the program and to obtain written consent for Program enrollment.
3. Portland Fire & Rescue will enroll eligible patients who have consented to participation in the Program unless Portland Fire & Rescue reasonably determines (i) the patient requires a level of care which exceeds its Paramedics' or Nurses' scope of practice, or (ii) the patient presents a risk to the personal safety of any Paramedic or Nurse.
4. Portland Fire & Rescue will contact the enrolled patient either before discharge, if available or immediately after discharge to schedule an appointment, and Portland Fire & Rescue will coordinate with patient's other post-hospital care provider(s) if applicable.
5. A Paramedic or Registered Nurse shall conduct an initial visit, which includes but is not limited to the following ("Initial Visit"):
 - A. Perform the Katz ADL assessment and complete the Activities of Daily Living Worksheet, a copy of which is attached hereto.
 - B. Perform patient assessment and complete the Patient Assessment Worksheet, a copy of which is attached hereto.
 - C. Provide medical services as described on the Referral Form and in conjunction with Portland Fire & Rescue medical protocols and physician supervisor's instructions.
 - D. Provide patient education as applicable with educational materials provided by Legacy.
 - E. Perform environmental assessment and complete the Environmental Assessment Worksheet, a copy of which attached hereto.
 - F. Discuss with patient any patient-centered goals they would like to achieve.
 - G. Confirm the next appointment date and time with the patient.
 - H. Complete a PCR.
6. Portland Fire & Rescue will document updates and care provided to patients. PCR's will be faxed to the referring hospital's case management team to be attached/scanned to the patient's chart in EPIC.

7. Portland Fire & Rescue may un-enroll a referred patient following the Initial Visit if the following is determined:
 - A. The level of care required by the patient exceeds its Paramedics' and Nurses' scope of practice;
 - B. The patient presents a risk to the personal safety of any Paramedic or Nurse;
 - C. The patient refuses Subsequent Visits; or
 - D. Portland Fire & Rescue and Legacy mutually agree that the patient's continued participation in the Program is no longer medically necessary.
8. Paramedics and Nurses will visit an enrolled patient approximately once each calendar week following the initial visit until 30 days have elapsed since the patient's discharge from Hospital ("Subsequent Visits"). In the event that the Portland Fire & Rescue's Paramedics and Nurses feel it is medically necessary or otherwise in the patient's best interest to provide in excess of three (3) Subsequent Visits, Portland Fire & Rescue will provide such additional visits. Subsequent Visits shall include the following:
 - A. Perform the Katz ADL assessment and complete the Activities of Daily Living Worksheet, a copy of which is attached hereto.
 - B. Perform patient assessment and complete the Patient Assessment Worksheet, a copy of which is attached hereto.
 - C. Provide medical services as described on the Referral Form and in conjunction with Portland Fire & Rescue medical protocols and physician supervisor's instructions.
 - D. Review patient education as applicable.
 - E. Review initial environmental assessment and perform follow up.
 - F. Confirm the next appointment date and time with the patient.
 - G. Complete a PCR.

Following the last visit, Portland Fire & Rescue will administer a patient experience survey.

9. If an enrolled patient is readmitted to Hospital while participating in the Program, Portland Fire & Rescue may seek such patient's written consent for re-enrollment into the Program upon discharge.

Portland Fire & Rescue Mobile Healthcare – Activities of Daily Living

Paramedic or Nurse will perform the following on home visits. All observations and assessments will be documented in the PCR.

Procedure:

Paramedic or Nurse will include the Katz ADL Index as part of the patient assessment at every visit. As with any other scoring assessment, it is important to document the number values given for each criteria within the scoring tool that equates the final total number. The score should be documented in the narrative section of the patient care report.

Katz Index of Independence in Activities of Daily Living		
Activities Points (1 or 0)	Independence (1 point) NO supervision, direction, or personal assistance.	Dependence (0 points) WITH supervision, direction, personal assistance or total care.
Bathing Points: _____	Bathes self completely or needs assistance in bathing only a single part of the body such as back, disabled extremity, etc.	Needs assistance with bathing more than one part of the body, getting in or out of bath tub or shower, or requires total bathing.
Dressing Points: _____	Gets clothing from closets and drawers and dresses including outer garments and fasteners. May have help tying shoes.	Needs assistance with getting clothing from closets and drawers and needs help with dressing or needs to be completely dressed.
Toileting Points: _____	Goes to toilet, gets on and off, cleans self and arranges clothing without assistance.	Needs assistance transferring to toilet, cleaning self and arranging clothing. Uses bedpan or commode.
Transferring Points: _____	Moves in and out of bed or chair without assistance, uses assistive devices independently.	Needs assistance moving in and out of bed or chair, or requires complete transfer.
Continence Points: _____	Exhibits complete control of bowel and bladder.	Is partially or totally incontinent of bowel or bladder.
Feeding Points: _____	Feeds self without assistance. Food preparation can be done by another person.	Needs partial or total assistance with feeding self or requires parenteral feeding.
Total Points: _____ Scoring: 6 = High (patient independent) 0 = Low (patient dependent)		

References:

The Hartford Institute for Geriatric Nursing, New York University, College of Nursing. www.hartfordign.org
 McFarland, Gertrude and McFarlane, Elizabeth. *Nursing Diagnosis & Intervention*. St. Louis, MO: Mosby, 1997
 Miller, Carol, A. *Nursing Care Of Older Adults, Theory & Practice*. Philadelphia, PA: Lippincott, 1999

Portland Fire & Rescue Mobile Healthcare Patient Assessment Check List

Policy:

Paramedic or Nurse will refer to and complete the Patient Assessment Worksheet at every home visit. Worksheet information will be reflected in the narrative of the Patient Care Report.

Procedure:

Patient Name: _____ Visit#: _____

Date of Birth: _____ PCP: _____

Run #: _____ Paramedic: _____

Visit Actions:

Physical Activity/ADL Review ____ Vitals (BP/HR/RR/SpO2/Temp) ____ ECG ____ 12-Lead ____ Orthostatic BP (sit/stand; w/5min wait after position change) ____ Current Weight (Lbs.) ____
 Physical Assessment (lung sounds, pedal edema) ____ Medication Review ____ AVS Review ____ Condition Education ____ Environment and Safety Check ____ Medical Equipment Check ____
 PCP Appointment ____ Other Appointments ____

Questionnaire: (circle answer)

- Do you have any exertional shortness of breath? **Yes** – at what distance? _____ **No**
- Do you have any fatigue? **Yes** _____ what time of day? _____ **No**
- Do you have any dyspnea? **Yes** _____ what time of day? _____ **No**
- Do you have any orthopnea? **Yes** **No**
- Do you use Your BIPAP/CPAP every night? **Yes** **No**
- Do you have a cough? **Yes** ____ How long? _____ Productive?/Sputum color? _____ **No**
- Do you have any pedal edema? **Yes** ____ how high on legs? Bilateral? _____ **No**
- Do you have any pitting edema? **Yes** ____ + _____ No Bilat pedal pulse present? **Yes** **No**
- Do you have excessive sputum production? **Yes** ____ what color? _____ **No**
- Have you been compliant with your medications? **Yes** **No**
- Have you had any medication changes and do you understand them? **Yes** **No**
- How many times a day do you use your rescue inhalers? _____ Nebulizer? _____
- Do you have any difficulties with ADLs? **Yes** – explain: _____ **No**
- Are you logging your daily weights? **Yes** **No**
- Do you understand the meaning of rapid/sudden weight gain over a few days? **Yes** **No**
- How much fluid do you drink a day? _____ What is your fluid restriction? _____
- Do you watch your sodium intake? **Yes** **No** Is your sodium intake < 2000mg/day? **Yes** **No**
- Do you watch your carbohydrate/sugar intake? **Yes** – daily goal intake _____ **No**
- Do you have help at home? **Yes** ____ how often? _____ **No**
- Do you have any stressors (besides health)? **Yes** – explain: _____ **No**
- Do you have a POLST **YES** ____ If yes do you understand it? ____?
- What, if any, barriers do you feel interfere with your overall health goals? _____
- What are your priorities? _____
- How can I help you? _____

Portland Fire & Rescue Mobile Health – Environmental Assessment

PERTINENT DATA IS TO BE INCLUDED IN PCR NARRATIVE

Policy:

Paramedic or Nurse will perform the following environmental assessment on the first home visit. All "NO" items checked should be discussed with resident to inform them of noted observations. Resolution of noted observations is the resident's responsibility. Items in "red" are considered high priority.

Procedure:**Home Exterior**

Home address number is easily seen from roadway
 Path to home is free of clutter to allow for easy mobility
 Outdoor lighting is adequate and in good working condition

YES	NO	N/A

Home Interior: General

Medical information is located where EMS can easily find
 Smoke detectors are placed appropriately and operational
 Flashlights are available in the home
 Heaters are away from flammable materials
 Electrical cords are not frayed and placed preventing trip hazard
 Flooring is in good condition and does not cause trip hazard
 Area rugs are secured to flooring preventing trip hazard
 Rooms are uncluttered to allow for easy mobility
 Interior lighting is adequate to allow for good visual acuity
 Household pets are cared for and do not cause a hazard

YES	NO	N/A

Stairs

Handrail is present, sturdy and well secured
 Steps are in good condition and free of clutter
 Lighting is adequate and switches are located at top and bottom

YES	NO	N/A

Kitchen

Stove top is free of household items and debris
 Commonly used items are within easy reach
 Adequate lighting is present around cook top and sinks
 ABC fire extinguisher is present, easily accessed and operational
 Floor mats are non-skid and secured to flooring
 Step stool is present, sturdy and has handrails

YES	NO	N/A

Bathroom

Tub and/or shower have nonslip surface
 Tub and/or shower have secure grab bars
 Toilet area is equipped with grab bar
 Toilet seat is adjusted to proper height
 Toilet paper is within reach of the toilet
 Pathway to bathroom is clear of clutter

YES	NO	N/A

Bedroom

Floor is free of clutter to allow for easy mobility
 Light and flashlight are located next to bed with easy access
 Telephone is located next to bed with easy access

YES	NO	N/A

Assistive/Medical Devices

All devices are in good working condition

YES	NO	N/A

EXHIBIT B
COMPENSATION

1. Compensation. Subject to Section 2 below, Legacy will pay Portland Fire & Rescue for Services rendered during the term of this Agreement. Payment will be based on the number of completed patient visits; for **80 total visits** Portland Fire & Rescue will be compensated up to **\$ 24,000** for the Services. It is anticipated that during the approximately six-month pilot program, there will be a **total of 20 enrolled patients**, for a total of 80 home visits. Portland Fire & Rescue will not seek payment from any other source for the Services.

2. Effect of Readmission. There is no separate administrative fee if a patient is readmitted and then reenrolled into the program. Costs will remain the same as described above in Section 1. Compensation.

3. Timing of Payment. Portland Fire & Rescue shall submit monthly invoices to _____ documenting the dates and patient names for which Paramedics or Nurses performed Services during the previous month.

EXHIBIT C

LEGACY HEALTH
VENDOR ACCESS TERMS & CONDITIONS

As a condition to granting access to Legacy facilities, Portland Fire and Rescue agrees to the following terms and conditions:

- A. While present at a Legacy facility, Portland Fire and Rescue employees will at all times wear an identification badge designating Portland Fire and Rescue employee as a representative of Portland Fire and Rescue. Portland Fire and Rescue employees must obtain express permission from the department manager or designee prior to entering any procedural area, including, but not limited to, any operating room or other surgical area.
- B. Portland Fire and Rescue acknowledges that Portland Fire and Rescue employees performing work under the Agreement have received the following immunizations/tests and that such immunizations/tests are current: varicella, rubella/rubeola and annual tuberculosis testing. Legacy reserves the right to request evidence of physical examination and other medical tests and immunizations as are required for Legacy's employees.
- C. If Portland Fire and Rescue employees will be entering an operating room, surgical or other procedural area, Portland Fire and Rescue employees will comply with applicable protocol, including, but not limited to, aseptic technique and maintenance of the sterile field, handwashing, personal hygiene, proper surgical attire, universal precautions/bloodborne pathogens, fire, electrical and radiation safety and traffic patterns.
- D. Portland Fire and Rescue agrees that Portland Fire and Rescue employees will not operate equipment or administer supplies unless contracted to do so through Legacy's Legal Services Department. If Portland Fire and Rescue employees will be operating, directing or demonstrating the operation of equipment while at a Legacy facility, Portland Fire and Rescue agrees that Portland Fire and Rescue employees are properly trained and certified to operate such equipment. Portland Fire and Rescue agrees to comply with all applicable provisions of federal, state or local laws or regulations, and with rules, policies and procedures adopted by Legacy to protect the health and welfare of patients.

If in the sole discretion of Legacy (1) a Portland Fire and Rescue employee's conduct or health status is determined to have a detrimental effect on Legacy's professional staff, patients, or clinical operations, (2) a Portland Fire and Rescue performs an act exposing Legacy to liability to others for personal injury or property damage, or (3) a Portland Fire and Rescue employee violates Legacy's express rules, policies or procedures or any of the terms of this Agreement, Legacy may require the Portland Fire and Rescue employee to leave its premises immediately and shall inform Portland Fire and Rescue of this action as soon as possible. Legacy reserves the right to limit or permanently suspend any future access by the Portland Fire and Rescue employee to its facilities.

- F. While present at a Legacy facility, Portland Fire and Rescue employees may receive confidential or proprietary information regarding Legacy. Confidential or proprietary information of Legacy includes, but is not limited to, any and all unpublished information owned or controlled by Legacy that relates to the clinical, technical, marketing, business or financial operations of Legacy and which is not generally disclosed to the public, including, without

limitation, patient information, clinical data, technical data, proprietary processes or designs, trade secrets, inventions, proprietary computer software, plans for future projects, business and marketing plans, policies, or strategies, financial data and information, employee information, customer lists, vendor lists, supplier's identities and pricing policies and information, whether disclosed orally, in writing or by inspection.

1. Portland Fire and Rescue employees will not disturb, copy, nor will Portland Fire and Rescue employees remove, any confidential or proprietary information from Legacy premises.
2. Portland Fire and Rescue employees will not use any Legacy confidential or proprietary information which comes to a Portland Fire and Rescue employee's attention during the course of the Portland Fire and Rescue employee's work for any unauthorized purpose.
3. Portland Fire and Rescue employees will not disseminate, disclose or otherwise reveal any confidential or proprietary information to any third parties without the prior written consent of Legacy.
4. Portland Fire and Rescue employees will use their best efforts to maintain the confidentiality of all Legacy confidential or proprietary information and to safeguard such information against loss, theft, or other inadvertent disclosure.
5. Portland Fire and Rescue's obligations under this Agreement will continue indefinitely, even after Portland Fire and Rescue has completed its work for Legacy.

EXHIBIT D

**BUSINESS ASSOCIATE ADDENDUM
(Privacy, Security and HITECH, including Omnibus Rules)**

This Business Associate Addendum ("Addendum"), effective January 2, 2017 (the "Effective Date"), is entered into by and between Legacy Health, an Oregon nonprofit corporation ("Covered Entity") and The City of Portland on behalf of Portland Fire & Rescue & Rescue ("Business Associate").

RECITALS

A. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information (collectively "Privacy and Security Regulations"). Covered Entity and Business Associate are further subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (ARRA) and regulations promulgated thereunder (the "Omnibus Rules"). The Privacy and Security Regulations and Omnibus Rules shall collectively be referred to as the "HIPAA Rules."

B. Covered Entity and Business Associate satisfy the respective definitions of "Covered Entity" and "Business Associate" contained in the HIPAA Rules.

C. Covered Entity is required to enter into an agreement with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information ("PHI"), and prohibit the disclosure of PHI from Covered Entity to Business Associate if such an agreement is not in place;

In consideration of the mutual promises and agreements below and in order to comply with all legal requirements for the protection of this information, the parties hereto agree as follows:

I. GENERAL PROVISIONS

Section 1. **Effect.** This Addendum supplements, modifies and amends any and all agreements, whether oral or written, currently in existence or which are entered into before the expiration or termination of this Addendum, between the parties involving the creation, transmission, receipt, maintenance, use or disclosure of PHI by or on behalf of Covered Entity (the "Agreement(s)"). The terms and provisions of this Addendum shall supersede any other conflicting or inconsistent terms and provisions in any Agreement(s) between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of damages provisions in the Agreement(s) shall not be applicable to this Addendum.

Section 2. **Amendment.** Business Associate and Covered Entity agree to amend this Addendum to the extent necessary to allow either party to comply with the HIPAA Rules or other applicable regulations or statutes. Business Associate agrees that it will fully comply with all such

rules, regulations or statutes and that it will agree to amend this Addendum to incorporate any material required by such rules, statutes or regulations.

Section 3. **Definitions.** Terms used herein without definition shall have the meanings assigned to such terms in the HIPAA Rules.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Section 1. **Use and Disclosure of PHI.** Business Associate may create, transmit, receive, maintain, use and disclose PHI only as required to satisfy its obligations under the Agreement(s), as permitted herein, or required by law, but shall not otherwise create, transmit, receive, maintain, use or disclose any PHI. Business Associate shall not, and shall ensure that its directors, officers, employees contractors and agents do not, create, transmit, receive, maintain, use or disclose PHI received from Covered Entity in any manner that would constitute a violation of the Privacy Regulations if done by Covered Entity, except that Business Associate may create, transmit, receive, maintain, use or disclose PHI (i) for Business Associate's proper management and administrative services, (ii) to carry out the legal responsibilities of Business Associate or (iii) to provide data aggregation services relating to the health care operations of Covered Entity if required under the Agreement(s). Business Associate hereby acknowledges that, as between Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Addendum.

Section 2. **Minimum Necessary.** Business Associate agrees to limit any use, disclosure, or request for PHI, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request. This provision shall automatically incorporate any guidance the Secretary issues pursuant to HITECH §13405(b)(B) regarding what constitutes "minimum necessary."

Section 3. **Additional Obligations under the HIPAA Rules.** Business Associate agrees that it shall:

A. Not use or further disclose PHI other than as permitted or required by this Addendum or as required by law.

B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided by this Addendum.

C. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

D. Immediately report to Covered Entity any use or disclosure of PHI in violation of this Addendum of which it becomes aware, including breaches of Unsecured PHI as required at 45 CFR 164.410 and as set forth in sub-section L below, and any security incident of which it becomes aware.

E. Ensure that any of Business Associate's agents, including contractors or subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree to be bound by the same restrictions, conditions and requirements that apply to Business Associate pursuant to this Addendum with respect to such PHI in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), as applicable.

F. Make PHI available to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. **[May be deleted if Business Associate does not maintain PHI in a Designated Record Set.]**

G. Make PHI available for amendment and incorporate any amendments made by the Individual to PHI as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. **[May be deleted if Business Associate does not maintain PHI in a Designated Record Set.]**

H. Make available such information as is in Business Associate's possession and is required for the Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528 and as amended by the HITECH Act. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. Business Associate hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

I. To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Regulations (Subpart E of 45 CFR Part 164), comply with the requirements of the Privacy Regulations that apply to Covered Entity in the performance of such obligations.

J. Make its 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 the Secretary for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA Rules.

K. Upon termination of the Agreement(s), return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity and which Business Associate still maintains in any form and retain no copies of such PHI unless retention of PHI required by law, including, but not limited to, Oregon public records law. If the return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.

L. In the event of a breach of Unsecured PHI, Business Associate understands Business Associate is required by law to provide Covered Entity a report including the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach, contact information, nature/cause of the breach, PHI breached and the date or period of time during which the breach occurred. Business Associate understands that such a report must be provided to Covered Entity within five (5)

business days from the date of the breach or the date the breach should have been known to have occurred. Business Associate shall provide Covered Entity with any available information that Covered Entity is required to include in notification to the individual at the time of the report or promptly thereafter as such information becomes available. In the event of a Breach caused solely by Business Associate, Business Associate agrees to (i) provide credit monitoring to affected individuals at Business Associate's cost; and (ii) if the HIPAA requires notice to individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406, Covered Entity may elect to either have Business Associate provide reasonable assistance to Covered Entity in notifying individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406 or to reimburse Covered Entity for the reasonable and substantiated costs related to providing such notifications. If the parties agree that Business Associate will send or cause to be sent notifications to affected individuals, Business Associate will comply with the requirements pursuant to 45 C.F.R. § 164.404. Business Associate will provide Covered Entity with an advance copy of the proposed letter for review and approval prior to sending to the affected individuals. Business Associate's obligations under this provision shall not be subject to any limitation of liability contained in the Agreement.

III. TERM AND TERMINATION

Section 1. **Term.** This Addendum shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Agreement(s).

Section 2. **Termination.** Any other provision in the Agreement(s) notwithstanding, Covered Entity may terminate this Addendum and the Agreement(s) upon thirty (30) days written notice to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this Addendum and such breach is not cured within such thirty (30) day period.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

BUSINESS ASSOCIATE

By: _____

Title: _____

Date: _____

COVERED ENTITY

By: _____

Title: _____

Date: _____