

TRANSITIONAL CARE INITIATIVE AGREEMENT

THIS TRANSITIONAL CARE INITIATIVE AGREEMENT (the “Agreement”) is effective July 1, 2017 (“Effective Date”) by and between **Wake County, by and through Wake County Emergency Medical Services** (Wake Co EMS) and **Wake County Medical Society Community Health Foundation, Inc. dba Community Care of Wake and Johnston Counties** (“CCWJC”), a Community Care of North Carolina (CCNC) network, (independently, each a “Party” and collectively, the “Parties”) and allows CCWJC and Wake Co EMS to develop and implement a program to govern the relationship between the Parties for the provision of certain “Enhanced Transitional Care Services” (as hereinafter defined).

WHEREAS, Wake Co EMS is committed to providing high quality, cost efficient, patient-centered care, with the goals of making the EMS system more efficient and improving the care of patients by reducing the occurrence of, or minimizing, avoidable emergency department visits and hospital readmissions;

WHEREAS, CCWJC has experienced professionals who provide population health services including a variety of patient care management, transitional care, and other services upon discharge from an acute care general hospital to a community setting;

WHEREAS, the Parties have worked collaboratively to provide coordination of care and care management services, including transitional care for Patients enrolled with the CCWJC network; and

WHEREAS, by agreeing to this Agreement, the Parties have agreed to terms to govern the reimbursement and activities associated with the provision of Transitional Care Services to CCWJC enrolled patients.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. **DEFINED TERMS.** Each of the following terms shall have the following meanings:

1.1 “Patients” means those patients being discharged from an acute care general hospital in Wake County to a community setting and identified by CCWJC as who could benefit from an Advanced Practice Paramedic (APP) intervention. Additional patients may be added pursuant to further agreement of the Parties as evidenced by an amendment to this Agreement.

1.2 “Enhanced Transitional Care Services” consists of a home visit by an APP within 72 hours of a Patient’s discharge; and based on the needs of the Patient, subsequent visits may be required in order to provide assessment, evaluate medication reconciliation, identify red flags, provide education and coordinate with the provider and care manager. All interactions will be documented by the APP in the appropriate dynamic form and task note in CCNC’s care management platform.

2. **APPOINTMENT AND ACCEPTANCE.** Wake Co EMS hereby agrees to accept each Patient for Enhanced Transitional Care Services under the terms and pursuant to the conditions outlined in this Agreement. Wake Co EMS may reject a Patient in the event that Enhanced Transitional Care Services would not be clinically appropriate, geographically feasible, or would otherwise tend to expose the APP to an inappropriate level of risk; in any event, such rejections shall not exceed one percent (1%) of Patients. Supervision and oversight of the performance of Wake Co EMS on program elements under this Agreement shall be the responsibility of Wake Co EMS's Deputy Director of Medical Affairs and CCWJC's Director of Clinical Operations. Supervision and daily oversight of APPs shall be the responsibility of the Wake Co EMS's Deputy Director of Medical Affairs.

3. **WAKE CO EMS RESPONSIBILITIES.**

3.1 **Provision of Qualified Advanced Practice Paramedic (APP).** Wake Co EMS shall provide APP(s) who shall at all times remain an employee(s) of Wake Co EMS. The APP shall interface regularly with the CCWJC Team Lead, Director of Clinical Operations, and the CCWJC Care Management team. Wake Co EMS shall be responsible for the administration and oversight of the Enhanced Transitional Care Services elements delivered by the APP and the employment, oversight, management, and scheduling of the APP. During the term of this Agreement and any renewal thereof, Wake Co EMS shall ensure the availability of an APP to provide Enhanced Transitional Care Services. The APP who provides Enhanced Transitional Care Services shall be qualified as an APP in the State of North Carolina.

3.2 **Job Responsibilities of the Wake Co EMS APP.** The Wake Co EMS APP shall provide the Enhanced Transitional Care Services set forth in Section 1.1.2.

3.3 **Removal of APP.** In the event that the APP fails to meet the job responsibilities set forth in Section 3.2 above, Wake Co EMS shall remove such APP from the provision of Enhanced Transitional Care Services, such removal to be effective immediately upon Wake Co EMS's awareness of such failure. Wake Co EMS further reserves the right to remove an APP for cause, or for any other reason, consistent with the employment agreement under which the APP is employed by Wake Co EMS.

3.4 **Required Disclosures.** Wake Co EMS shall notify CCWJC in writing within ten (10) days after the occurrence of any of the following events:

- (a) The APP's certification to practice in the State of North Carolina or any other jurisdiction lapses or is denied, suspended, revoked, terminated, or made subject to terms of probation or other restriction;
- (b) Wake Co EMS or the APP is required to pay damages in any malpractice action by way of judgment;
- (c) The APP's arrest, indictment, criminal conviction, or plea of nolo contendere for any felony or any misdemeanor involving moral turpitude;

- 3.5 Compliance with Standards. Wake Co EMS agrees that all Enhanced Transitional Care Services performed by the APP will be in compliance with all applicable standards of any federal, state, or local governmental agency, and with the community standards of care.
- 3.6 Records and Reports. Wake Co EMS shall cause APP documentation, medical records and reports related to the provision of Enhanced Transitional Care Services to be entered into the Wake Co EMS ePCR system for complete patient information documentation. Wake Co EMS shall cause APP documentation, medical records and reports related to the provision of Enhanced Transitional Care Services to be entered into CCNC's care management platform as well to allow for communication of program and patient-related activities between Wake Co EMS and CCWJC staff, program and staff oversight, and quality assurance to ensure Enhanced Transitional Care Services are being delivered consistent with the scope of APP practice. All APP documentation, medical records and reports in the Wake Co EMS ePCR system shall be the exclusive personal property of Wake Co EMS. Wake Co EMS agrees that all APP documentation, medical records and reports in CCNC's care management platform required hereunder shall be the property of CCWJC and CCNC. All care management documentation, medical records and reports in the CCNC care management platform required hereunder shall be the exclusive personal property of CCWJC and CCNC. However, Wake Co EMS shall have the right to obtain copies of such records and reports from the CCNC care management platform and CCWJC shall have the right to obtain copies of such records and reports from Wake Co EMS ePCR system for the defense of professional liability claims, licensure proceedings, board certification, and otherwise as agreed to by the parties, and such right shall extend beyond the term of this Agreement and any renewal thereof.
- 3.7 Representations and Warranties. Wake Co EMS represents and warrants to CCWJC, throughout the term of this Agreement and any renewal thereof, as follows:
- (a) Wake Co EMS is not bound by any agreement or arrangement which would preclude Wake Co EMS from entering into, or from fully performing, the Enhanced Transitional Care Services required under this Agreement;
 - (b) The APP providing Enhanced Transitional Care Services hereunder shall at all times have a valid North Carolina EMT-Paramedic certification and be currently credentialed and in good standing within the Wake County EMS System as an APP; and
 - (c) Notwithstanding Section 5 or any other provision hereof, the APP shall at all times be acting as an employee of Wake Co EMS, and as an independent service provider with respect to CCWJC and Wake Co EMS shall solely be responsible for all wage withholding taxes, workers compensation insurance withholding, employment security withholding and all other employment-related taxes and fees due any local, state, or federal agency.

4. **CCWJC RESPONSIBILITIES.**

4.1 **Collaboration.** CCWJC shall collaborate with Wake Co EMS, jointly review the programmatic activities, and work to maximize the most effective and efficient model to deliver Enhanced Transitional Care Services.

4.2 **Patient Engagement and Referral.** CCWJC shall identify potential Patients during hospital admission, introduce the Enhanced Transitional Care Services to Patients, assess Patients' receptivity to the program, and refer willing Patients to the APP. Referrals will be submitted through secure messaging through CCNC's care management platform.

4.3 **Information.** Wake Co EMS and CCWJC will ensure that a current signed Technology Enabled Care Coordination Agreement (TECCA) is in place to maintain access to CCNC's Provider Portal and care management platform. CCWJC will provide training on and access to CCNC's Provider Portal and care management platform for Wake Co EMS staff to allow for documentation of Enhanced Transitional Care Services. Subject to applicable law, CCWJC shall provide to Wake Co EMS in a timely manner access to accurate information, including demographic information, on Patients to enable Wake Co EMS and the APP to perform their required duties in a timely and uninterrupted manner.

5. **FEES AND COMPENSATION.**

5.1 **Report of Activities.** Within 30 days of service, but no less frequent than (every 60 days) Wake Co EMS shall provide an invoice to CCWJC which specific Patients, designated by a unique identifier, were provided Enhanced Transitional Care Services and the number of completed visits per patient. CCWJC shall pay Wake Co EMS \$328 per Patient visit for Enhanced Transitional Care Services up to a total of \$20,000. This Fee shall be paid within 30 days of receipt of invoice from Wake Co EMS. Additional Fees above \$20,000 may be agreed upon depending on the availability of funds and an amendment to this Agreement.

5.2 **No Charge to Patients.** At no time shall CCWJC or Wake Co EMS make any charge directly to Patients for the Enhanced Transitional Care Services rendered hereunder.

5.3 **Records Audit.** Each Party hereto shall have the right (upon reasonable notice) to audit the books and care management documentation of the other Party to verify the nature of services provided and the entitlement to fees paid for such services. Each Party shall bear its own costs for the conduct of any audit.

6. **TERM AND TERMINATION**

6.1 **Effective Date and Term.** The term of this Agreement shall commence on the Effective Date and shall be in effect for one year, after which time there will be the opportunity for renewal and renegotiation of terms and fees.

6.2 Termination For Cause. CCWJC shall have the right to terminate this Agreement for cause should Wake Co EMS not fulfill the Responsibilities set forth in Section 3. Wake Co EMS shall have the right to terminate this Agreement for cause should CCWJC not fulfill the Responsibilities set forth in Section 4.

6.3 Termination Without Cause. At any time during the term of this Agreement and any renewal thereof, either Party may terminate this Agreement without cause or penalty upon sixty (60) days' prior written notice to the other Party, provided that Wake Co EMS shall be paid for all services rendered prior to the effective termination date.

7. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that in the performance of Enhanced Transitional Care Services under this Agreement, any APPs shall at all times be acting as independent service providers with respect to CCWJC and not as employees or agents of CCWJC. CCWJC shall have no right whatsoever to exercise control over the professional methods and means by which the APPs perform their work. Nevertheless, the APPs and Wake Co EMS shall be responsible to CCWJC for the results of the Enhanced Transitional Care Services being consistent with the existing standards of good APP practice.

8. **NON-EXCLUSIVITY.** It is expressly understood that this Agreement does not restrict CCWJC from entering into similar agreements with other agencies, organizations, or people.

9. **CORPORATE COMPLIANCE OBLIGATIONS OF CCWJC.** Wake Co EMS shall participate in any billing or compliance audits undertaken or initiated by CCWJC for whatever reason, and that Wake Co EMS shall cause its personnel to cooperate with CCWJC in the conducting of such audits. Notwithstanding the foregoing, nothing contained herein shall be deemed to make either Party legally responsible for the other Party's compliance with federal, state, or local law or regulations, or for any related claims by third parties.

10. **INSURANCE; CLAIMS.**

10.1 Professional Liability Insurance. Wake Co EMS agrees to provide CCWJC with a Certificate of Insurance providing proof of professional liability insurance coverage and workman's compensation insurance coverage as required by North Carolina law. The professional liability insurance limits shall be a minimum of \$1,000,000 per occurrence with a \$3,000,000 annual aggregate. A copy of all required insurance policies of both parties shall be maintained as part of this contract.

10.2 Cooperation with Respect to Claims. In the event of any lawsuit or claim or threat thereof by a Patient or other person against Wake Co EMS or the APP with respect to the provision of Enhanced Transitional Care Services, Wake Co EMS shall promptly provide CCWJC written notice of such matter and shall cooperate with CCWJC in providing documents, access to the APP, and other similar matters requested by CCWJC in connection with its investigation and assessment of such lawsuit, claim, or threat thereof. Similarly, CCWJC shall give Wake Co EMS prompt written notice of any lawsuit, claim, or threat thereof, received by CCWJC with respect to Enhanced Transitional Care Services.

In the event of any claim, the Parties shall cooperate with each other in providing documents, access to personnel, and other similar matters reasonably requested by the party in connection with its investigation and assessment of such matter.

10.3 Indemnification and Financial Responsibility. The parties acknowledge that Wake County is a public entity entitled to sovereign or governmental immunity for governmental acts. Subject to the terms of and to the extent permitted by Wake County's 2003 Resolution Regarding Limited Waiver of Sovereign Immunity, Wake Co EMS shall be responsible for any and all claims for damages or injuries sustained in connection with this Agreement related to any malpractice arising from the negligent or intentionally wrongful acts of any servant, agent, or employee of Wake Co EMS, including the APPs. CCWJC shall indemnify, defend, and hold harmless Wake Co EMS, its employees and contractors, and the APPs for any and all claims for damages or injuries of any kind or character (including, without limitation, reasonable attorneys' fees and costs of defense) sustained in connection with this Agreement arising from the negligent or intentionally wrongful acts of any servant, agent, or employee of CCWJC.

11. CONFIDENTIALITY.

11.1 Patient Information. Except as provided for herein, neither Wake Co EMS nor any APP (or any other employee or independent contractor of Wake Co EMS) shall disclose to any third party, except where necessary to comply with requirements of any third-party payor and where permitted or required by law or where such disclosure is expressly approved by CCWJC in writing, any Patient or medical record information regarding Patients or the Enhanced Transitional Care Services provided hereunder, and Wake Co EMS shall (and shall cause the APP to) comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of the CCWJC regarding the confidentiality of such information

11.2 Restrictions on Disclosure and Use of Protected Health Information. Under the terms and conditions set forth herein, CCWJC authorizes Wake Co EMS and the APP to use or disclose "Protected Health Information" (as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and the regulations promulgated pursuant thereto ("HIPAA Regulations"), specifically 45 C.F.R. 164.504) regarding the CCWJC's Patients, in such form and format as CCWJC and Wake Co EMS may agree, solely to effectuate the purposes of this Agreement. Concerning such Protected Health Information it receives, neither party may: (a) use or otherwise disclose Protected Health Information for any purpose other than as expressly provided in this Agreement; or (b) notwithstanding any other provisions of this Agreement, use or disclose Protected Health Information in a manner that violates or would violate HIPAA or any HIPAA Regulations if such activity were engaged in by CCWJC. Both Parties shall implement and maintain, and by this Agreement warrant to the other that it has implemented, such security safeguards as are necessary to reasonably ensure that the Protected Health Information disclosed to it by the other is not used or disclosed by it except as is provided in this Agreement. Each Party shall be required to immediately disclose to the other if the confidentiality covenants of this Section 11.2 are violated and the parties shall together take reasonable steps to end the violation and to assure there will

not be a reoccurrence of the violation. The Business Associate provisions of the TECCA shall apply to the disclosure and use of Protected Health Information by either Wake County EMS or CCWJC under this Agreement.

11.3 Survival. The provisions of this Section 11, including subparts, shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination.

12. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter related hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by written agreement signed by all parties hereto.

13. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina. Venue shall lie in Wake County.

14. **NOTICES.** All notices, consents, approvals, and other communications provided for in this Agreement or given in connection with this Agreement shall be validly given, made, delivered, and served: (a) upon receipt if in writing and delivered personally; or (b) at the time of mailing if sent by registered, certified mail, or receipted overnight service, postage prepaid to:

Wake Co EMS: Chris A. Colangelo, MSHR, NREMT-P
Chief Operating Officer
331 S. McDowell Street
Raleigh, NC 27601

CCWJC: Patty Myrick RN BSN CCM
Director of Clinical Operations
Community Care of Wake and Johnston Counties
4207 Lake Boone Trail, Suite 100
Raleigh, NC 27607

Either Party may change the address to which notices shall be sent by a notice similarly sent.

15. **WAIVER.** A waiver by a Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **ASSIGNMENT; BINDING EFFECT.** A Party hereto shall not assign or transfer, in whole or in part, this Agreement or any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, and any assignment or transfer by a Party without such consent shall be null and void. This Agreement shall inure

to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, successors, and permitted assigns.

18. **FORCE MAJEURE.** Neither Party is or shall be liable nor in default as a result of any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party (each a "Force Majeure Event"); however, the Party's excused performance shall only last for the period of the Force Majeure Event.
19. **SEVERABILITY.** Any conflict between the provisions of this Agreement and laws or regulations of federal, state, or local governments or any subdivision or agency thereof shall render only the affected provisions null and void, and the Parties shall be held blameless each from the other for such cause or from any effects thereof. Notwithstanding the foregoing, if the provision that is null and void is material to the overall purpose and operation of this Agreement, then the Agreement shall terminate.

[SIGNATURE PAGE FOLLOWS]

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

**WAKE COUNTY BY AND THROUGH WAKE
COUNTY EMS**

By: _____
Jose G. Cabanas, MD, MPH, FACEP
Director | Medical Director
Wake County Department of Emergency Medical
Services

**WAKE COUNTY MEDICAL SOCIETY
COMMUNITY HEALTH FOUNDATION, INC.
DBA COMMUNITY CARE OF WAKE AND
JOHNSTON COUNTIES, a North Carolina
nonprofit corporation**

By: _____
Tara Kinard, RN, MSN, MBA, CCM
Executive Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is the EMS Deputy Director of Business Operations:

Deputy Director Business Operations

Department Head Initials