



PROFESSIONAL SERVICES CONTRACT

This Contract sets forth the terms, obligations and conditions between **Alliance Health** (hereinafter referred to as "Alliance"), with a business address at **5200 W. Paramount Parkway, Suite 200, Morrisville, NC 27560**, and **Wake County Emergency Medical Services** with a business address at **331 S. McDowell St. Raleigh NC 27601** (hereinafter referred to as "Contractor"), with regard to the performance by Contractor of the professional services contemplated herein.

RECITALS

WHEREAS, Alliance desires to obtain the services of the Contractor; and

WHEREAS, the Contractor represents to have the expertise and experience to provide such services for Alliance;

THEREFORE, Alliance and the Contractor (hereinafter individually referred to as a "Party" and collectively as the "Parties") hereby agree to the following terms, obligations and conditions:

1.0 Scope of Work/ Description of Services. Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "**Attachment 1**" of this Contract (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance. The Contractor agrees to perform Services with the standard of professional care and skill customarily provided in the performance of such services and in accordance with the standards of applicable professional organizations and licensing agencies, and shall use its best efforts to render the Services to the satisfaction of Alliance. Both Parties agree that implementation of this Contract shall be carried out in strict compliance with all applicable federal, state and local laws, rules and regulations.

2.0 Effective Date and Term. This Contract shall become effective upon complete execution by all Parties. The Term of this Contract for Services is from **July 1, 2019 to June 30, 2020** unless sooner terminated as provided herein. This term may be extended only by written agreement of Alliance.

3.0 Payment and Invoicing. In full consideration for the Services performed by the Contractor under this Contract, Alliance shall pay or cause to be paid to the Contractor an amount **not to exceed \$60,000** as full compensation and at the rates specified for the provision of Services performed to the satisfaction of Alliance. Contractor agrees and understands that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and Alliance will not deduct such taxes from any payments to the Contractor hereunder. Contractor shall submit an itemized invoice to Alliance no later than the 20th calendar day of the month following the month during which Services were performed. Invoices must be on letterhead, include a detailed accounting of hours and services provided, and should be sent to the following address:

Alliance Health
Attention: Eric Johnson
ejohnson@alliancehealthplan.org
5200 W. Paramount Parkway, Suite 200
Morrisville, NC 27560

Payment will be processed to Contractor within twenty (20) business days of receipt and approval of the invoice by Alliance.

4.0 Health Insurance Portability & Accountability Act of 1996 (“HIPAA”). Not Applicable. Intentionally deleted.

5.0 Confidentiality of Other Information (Non-PHI). “Confidential Information” shall mean any materials, written information, and data marked “Confidential” by Alliance or non-written information and data disclosed by Alliance that is identified at the time of disclosure to the Contractor as confidential but shall not include PHI or healthcare, public assistance or social services information protected by HIPAA or other confidentiality laws. Contractor shall take affirmative measures to protect Confidential Information, and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3) years from the date of termination of this Contract. The term “Confidential Information,” as used herein, does not include any information which: (a) meets the definition of a public record under the NC Public Records Law; (b) is in the public domain; (c) has been made public other than by acts by the Contractor in violation of this Contract; (d) that is independently known, obtained or discovered by the Contractor; (e) that is hereafter supplied to the Contractor by a third party without restriction; or (f) becomes available to Contractor on a non-confidential basis.

6.0 Ownership of Work Product and Intellectual Property Rights. All works authored, produced, developed or reduced to practice by the Contractor during its performance of the Services (the “Work Product”) shall be owned by Alliance, and Alliance shall have all common law, statutory and other reserved rights therein. Furthermore, Alliance shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. Alliance shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Contractor hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to Alliance, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Contractor hereby grants to Alliance the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Contract. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Contract is not to be construed as publication in derogation of Alliance’s reserved rights. This provision shall survive the termination of this Contract.

7.0 Termination. Termination of this Contract under the terms set forth below shall not form the basis of any claim for loss of anticipated profits by either Party. The rights and remedies of Alliance provided in this Section 7.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract

7.1 Termination for Convenience. This Contract may be terminated, without cause, by either Party upon thirty (30) days’ written notice to the other Party. Upon termination for convenience, Contractor shall be compensated for all work provided up to and including the date of termination.

7.2 Termination for Default. Alliance may, by written notice to the Contractor, terminate the whole or any part of this Contract immediately, if, in the judgment of Alliance:

- (a) Contractor has materially breached this Contract; or
- (b) Contractor is in violation of any law, rule or regulation; or
- (c) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, including but not limited to timely submission of required reports, records or documentation; or
- (d) Contractor is no longer eligible to provide the Services required under this Contract.

7.3 Opportunity to Cure Not Required. Upon a determination that Contractor meets a condition specified in Section 7.2, Alliance may, but is not required to, offer Contractor the opportunity to cure by providing Contractor with written notice of the material breach, specifying the breach and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the breach is not timely cured, terminate the Contract, effective two (2) days after giving the Contractor written Notice of Termination.

7.4 Consequence of Termination. In the event that Alliance terminates this Contract in whole or in part as provided in Section 7.2, Alliance may: (1) deduct any and all expenses incurred by Alliance for damages caused by the Contractor's breach; and/or (2) pursue any of its remedies at law or in equity, or both, including damages and specific performance; and/or (3) ~~procure, upon such terms and in such manner as Alliance may deem appropriate, Services similar to those so terminated. The Contractor shall be liable to Alliance for any and all excess costs incurred by Alliance, as determined by Alliance, for such similar Services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of Section 7.2.~~

7.5 Force Majeure. Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 7.4 if Contractor's failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of Federal, State or Local governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 7.5, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.0 Compliance with Laws. Contractor represents that it legally authorized to do business in North Carolina, is in good standing with the North Carolina Secretary of State's Office to the extent applicable, and is in compliance with all applicable federal, state and local employment laws, rules and regulations, including but not limited to the North Carolina Workers' Compensation Act and all safety precautions and programs required by the Occupational Safety and Health Administration (OSHA). The Contractor represents and warrants that in performing the Services he or she will not be in breach of any Contract with a third party.

9.0 Non-Discrimination. Contractor represents that it does not discriminate, harass, or retaliate against any employee or applicant for employment including but not limited to race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression.

In addition, Contractor takes affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression. In the event a Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by Alliance.

10.0 Independent Contractor. Contractor is an independent contractor and shall not represent itself as an agent, representative or employee of Alliance for any purpose and has no authority to bind or commit Alliance to any contracts or other obligations. Contractor shall be solely responsible for payment of all federal, state and local taxes

as well as any applicable business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. Contractor shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by the North Carolina Workers' Compensation Act.

11.0 Indemnification. To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless Alliance and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to attorneys' fees and costs related to court action or mediation) arising out of or resulting from Contractor's performance of this Contract or the actions of Contractor under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract. Notwithstanding the foregoing, nothing in this Contract shall be deemed to constitute a waiver of the sovereign immunity of Alliance or Wake County as respective local political subdivision of the State of North Carolina, which immunity is hereby reserved respectively to Alliance and Wake County.

12.0 Insurance. Wake County maintains a funded reserve pursuant to N.C.G.S. 153A-435. All claims are considered in accordance with the October 6, 2003 Resolution Regarding Limited Waiver of Sovereign Immunity. This is deemed to materially comply with the minimum insurance coverage requirements of this Section.

13.0 U.S. Office of Inspector General Exclusion List. Alliance is prohibited from contracting with any person or entity identified on the List of Excluded Individuals / Entities maintained by the Office of Inspector General of the U.S. Department of Health & Human Services (HHS) (the "Exclusion List"). Contractor specifically warrants and represents that Contractor and its owners/ operators/ managing employees are not included on the Exclusion List as of the effective date of the Contract. Contractor further agrees that should it or any of its owners/ operators/ managing employees be included on the Exclusion List at any time during which it performs Services pursuant to the Contract, such listing shall be considered a material breach of the contract between Alliance and the Contractor and the Contract shall be immediately terminated without the opportunity to cure.

14.0 Eligibility to Perform Work. Contractor certifies that it verifies the employment eligibility of its employees and contractors as set forth in the Department of Homeland Security (DHS) Form I-9 employment eligibility verification.

15.0 Audit Rights. Contractor explicitly acknowledges the rights of NC DHHS or any of its Divisions, Alliance and other State or Federal officials to inspect, monitor and audit Services performed under this Contract; and the rights of NC DHHS, Alliance and other State or Federal officials to inspect and audit any financial records. For all Services being provided hereunder, Alliance shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both Parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within seven (7) calendar days of the request for them.

16.0 Record Keeping. Contractor shall maintain all information and records reviewed or created in the performance of its duties under this Agreement pursuant to the requirements of Alliance and Alliance's National Accrediting Body. Contractor agrees to provide Alliance access to the books and records maintained under the Contract during normal business hours so that Alliance may perform its audit obligations, provided that any such access shall be consistent with applicable State and Federal laws and regulations. Contractor and Alliance agree that all such documents shall be kept confidential, consistent with applicable State and Federal laws and regulations. Contractor's obligations to maintain records under this Paragraph shall continue following termination of the Contract.

17.0 Cooperation with Oversight Activities. Contractor agrees to cooperate with Alliance in its oversight activities and shall take such corrective action as is necessary to comply with State and Federal law and any Accreditation Standards. Contractor further agrees to provide timely, accurate, and appropriate data and information to enable Alliance to fulfill applicable accrediting organizations' and Federal and State regulatory filing requirements, provided the disclosure of such information is consistent with applicable State and Federal laws regarding confidentiality.

18.0 Not Responsible for Expenses. Alliance shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless as specifically described in Attachment 1.

19.0 Equipment. Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

20.0 Assignment. The Parties may not assign or subcontract duties, rights, or interests under this Contract unless the other Party provides written consent. If Alliance approves further delegation of functions, those functions shall be subject to the terms of this Contract and in accordance with the accreditation standards of Alliance's National Accrediting Body.

21.0 No Third Party Beneficiary Contract Rights Conferred: Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party against Alliance.

22.0 Entire Contract. This Contract, including Attachment 1 constitutes the entire understanding between the Contractor and Alliance with respect to the subject matter hereof, shall supersede all prior understandings and Contracts relating to the subject matter hereof and may not be amended except by a written Agreement signed by the Contractor and an authorized representative of Alliance.

23.0 Notice. All notices (including material change in Contractor's ability to perform), reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract (other than Invoices as set forth in Section 3.0) shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Alliance: Alliance Health
 Attention: Office of Legal Affairs
 5200 W. Paramount Parkway, Suite 200
 Morrisville, NC 27560

If to Contractor: Wake County EMS
 Attention: Chris Colangelo
 331 S. McDowell St.
 Raleigh NC 27601

24.0 Governing Law and Forum. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All legal actions brought by either Party hereunder relating in any way to this Contract shall be brought in the General Court of Justice in Wake County, North Carolina.

25.0 Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.

26.0 Nonwaiver. No covenant, term, condition, or undertaking contained in the Contract may be waived except by the explicit written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other Party shall be entitled to invoke any remedy available under the Contract, despite any such forbearance or indulgence.

27.0 Severability. If any one or more provisions of this Contract are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

28.0 Counterparts. The Contract shall be executed in two (2) counterparts, each of which will be deemed an original.

29.0 E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, as applicable. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

30.0 Uniform Guidance. The Uniform Guidance (UG) are rules that set uniform standards for the award and expenditure of federal financial assistance (i.e., grants and loans) to non-federal entities. The standards apply to public authorities and local governments that expend federal financial assistance by means of Purchase, Service, Construction and/or Repair contracts exceeding \$10,000. Effective 7/1/18, Alliance and Contractor/Consultant/Vendor shall comply with the Uniform Guidance requirements as codified in 2 C.F.R. Part 200, when applicable. The procurement standards are codified at 2 C.F.R. Subpart D. Uniform Guidance supersedes previous rules/OMB Circulars (ex: A-102, A-133). ***This contract does not follow UG process.***

31.0 Conflicts of Interest. Contractor agrees that by signing this Agreement, Contractor has made Alliance aware of any potential or actual Conflicts of Interest related to Alliance Board members and/or employees. In the event a Conflict of Interest arises, the Contractor shall immediately disclose the conflict to Alliance. Alliance may, at its discretion, terminate the agreement if it finds that a Conflict of Interest exists and poses a material conflict to and with the performance of the Contractor's obligations.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Party has caused this agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said Party. Each individual signing below certifies that it has been granted the authority to bind that Party to the terms of this Contract and any Addendums or Attachments thereto.

Wake County Emergency Medical Services (EMS)

DocuSigned by:
By: Jose Cabanas MD, MPH
3D4240F64C7F4F6...

Print Name: Dr. Jose Cabanas

Title: EMS Director / Medical Director

Date: 10/10/2019 | 6:54 PM EDT

By: _____
Wake County Manager or Designee

Print Name: _____

Date: _____

Alliance Health

DocuSigned by:
By: Rob Robinson 10/10/2019 | 6:42 PM EDT
75BEC192365E4D7...

Print Name: Robert Robinson

Title: CEO/Area Director or Designee

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

DocuSigned by:
Sara Pacholke
AB0937E03B174C1...
Alliance Health, Finance Officer

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

WAKE COUNTY FINANCE DIRECTOR

ATTACHMENT 1 SCOPE OF WORK

This Scope of Work is an integral part of the contract between **Alliance Health** (hereinafter referred to as “Alliance”) and **Wake County Emergency Medical Services (EMS)** (hereinafter referred to as “Contractor”), which contract is dated **7/1/19 to 6/30/20**.

Contractor hereby agrees to provide services and/or materials to Alliance pursuant to the provisions set forth below.

Community Paramedicine Behavioral Health Crisis Response provides triage, assessment of immediate behavioral health crisis needs, on site intervention, and referral to an LME/MCO’s continuum of crisis intervention services and supports when there are not physical health needs that require further assessment and intervention in a general hospital emergency department.

Provider Organization Requirements

- EMS provider agency must hold a valid EMS license as issued by the NC Department of Health and Human Services/Office of Emergency Medical Services
- EMS provider agency must meet all requirements established within NC General Statute 131E-155.
- EMS provider agency must meet all requirements established within NC Administrative Code 10A NCAC 13P.
- Behavioral Health Crisis Response must be delivered by practioners within the licensed EMS provider agency who are credentialed at the “emergency medical technician-paramedic” as defined by NCGS 131E-155 **AND** who are currently certified in Crisis Intervention Team training, 40 hour curriculum.
- Proof of staff eligibility and training must be made available to Alliance Health upon request

Service Type/Setting

Community Paramedicine Mobile Crisis Management occurs only in the context of a usual EMS response call. Once the EMS provider agency is on the scene and all protocols have been followed to determine there is no indication of a need for further assessment or intervention in a hospital emergency department, and that the call/response is for a behavioral health crisis, this service may begin. There is no reimbursement prior to this on-site assessment or for transport to a hospital setting.

Program Requirements

- Must be available to both adults and children experiencing a behavioral health crisis
- No prior authorization is needed
- May be delivered by one or more paramedic staff who meet eligibility and training requirements
- The person voluntarily consents to the recommended alternative assessment, treatment and/or destination
- Is limited to one event per 24 hours per individual

Expected Outcomes

- The person’s crisis will be rapidly triaged to assess the severity and to provide immediate focused crisis intervention services mobilized based on the type and urgency. The immediate interventions will range

from a “treat and release” to “transport to alternative behavioral health destination.”

- The person and his/her immediate support system will gain understanding of earlier intervention strategies and applicable community resources for behavioral health crisis episodes
- Increase in the utilization of alternative behavioral health resources
- Reduction in the number of ED visits for primary mental health/substance use crisis episodes
- EMS provider agency will participate as needed in High risk planning conferences for individuals who are high end users of this service

Documentation Expectations

- The Community Paramedic will be expected to document each service event and to provide documentation to Alliance Health upon request.
- When the call results in a transport to an alternative destination the Community Paramedic will complete and deliver an individual service note to be included in the person’s medical record
- Data shall be submitted by the 10th of each month using the Community Paramedicine Behavioral Health Data sheet (Exhibit 1)

Reimbursement:

EMS provider agency will be reimbursed at a two-tiered “per event, no mileage” rate structure

- The Tier 1 rate of \$164/per event “treat/no transport” will be paid for those events where EMS provides an on-site assessment and intervention for a person in crisis who does not need transport to an approved alternative destination for further stabilization.
- The Tier 2 rate of \$211/per event “non-emergency transport” will be paid for those events where EMS provides on-site assessment and intervention for a person in crisis who requires transport to an approved alternative destination for further stabilization. Approved alternative destinations must be non-hospital settings such as Tier III or Tier IV Behavioral Health Urgent Care Centers.
- EMS provider agency can still be reimbursed at the Tier 2 rate when a person is transported by law enforcement for safety precautions AND the accompanying Community Paramedic completes a warm hand-off to the facility.
- Alliance Health will not reimburse for mileage but expects mileage to be tracked on data sheet.

An on-site assessment will consist of evaluation of a person’s medical stability, mental status and risk to harm to self or others.

On-site intervention may include verbal de-escalation and supportive interviewing to identify the person’s natural and/or social supports. Medication may be used per local protocols.

Point of Contact and Communication:

Eric Johnson, Specialty Populations Manager, ejohnson@alliancehealthplan.org, 919-651-8758.