CITY OF OAKLAND

# CIVIL SERVICE BOARD MEETING AGENDA

**Date: June 20, 2019**

**OPEN SESSION 5:30 p.m.**

**City Hall, One Frank H. Ogawa Plaza, Hearing Room 1**

**BOARD MEMBERS:** **Chair, Andrea Gourdine; Vice Chair, Christopher Johnson; Lauren Baranco; Yvonne Hudson-Harmon; Brooke Levin; Carmen Martinez; Beverly A. Williams**

**STAFF TO THE BOARD:** **Ian Appleyard, HRM Director/Secretary to the Board**
**Greg Preece, HRM Manager/Staff to the Board**
**Tabitha Pulliam, HRM Technician/Staff to the Board**
**Michelle Meyers, Senior Deputy City Attorney**

## OPEN SESSION AGENDA

**ROLL CALL**

**1) OPEN FORUM**

**2) UPDATES, SECRETARY TO THE BOARD** INFORMATION

**3) APPROVAL OF THE JUNE 20, 2019 CIVIL SERVICE BOARD MEETING AGENDA** ACTION

**4) CONSENT CALENDAR:** ACTION

a) Approval of Employee Requests for Leave of Absence

- City Attorney
- Human Services
- Library

**5) OLD BUSINESS:**

a) Approval of May 16, 2019 Civil Service Board Meeting Minutes ACTION

b) Determination of Schedule of Outstanding Board Items INFORMATION

c) Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of all ELDE's and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21 INFORMATION

d) Update on Common Class Study INFORMATION

## 6) NEW BUSINESS:

a) Approval of New Classification Specification for Accounting Analyst, Principal ACTION

b) 3.04 (e) Appeal to the Board of Classification Study Results for Program Analyst I (OFD-2019-AP01, M. Johnson) ACTION

- Employee currently classified as a Program Analyst I, appealing denial of request to be reclassified.

## 7) ADJOURNMENT

NOTE: The Civil Service Board meets on the 3rd Thursday of each month. The next meeting is scheduled to be held on Thursday, July 18, 2019. All materials related to agenda items must be submitted by Friday, July 5, 2019. For any materials over 100 pages, please also submit an electronic copy of all materials.

Submit items via email or U.S. Mail to:

City of Oakland - Civil Service Board
150 Frank H. Ogawa Plaza, 2nd floor
Oakland, CA 94612
civilservice@oaklandca.gov

Do you need an ASL, Cantonese, Mandarin or Spanish interpreter or other assistance to participate? Please email civilservice@oaklandca.gov or call (510) 238-3112 or (510) 238-3254 for TDD/TTY five days in advance.

¿Necesita un intérprete en español, cantonés o mandarín, u otra ayuda para participar? Por favor envíe un correo electrónico civilservice@oaklandca.gov o llame al (510) 238-3112 o al (510) 238-3254 Para TDD/TTY por lo menos cinco días antes de la reunión. Gracias.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎？請在會議前五個工作天電郵 civilservice@oaklandca.gov

或致電 (510) 238-3112 或 (510) 238-3254 TDD/TTY

CITY OF OAKLAND

# MEMORANDUM

**DATE:** June 20, 2019

**TO:** The Honorable Civil Service Board

**FROM:** Tabitha Pulliam, HRM Technician, Recruitment & Classification / Staff to the Board

**THROUGH:** Ian Appleyard, HRM Director / Secretary to the Board

**SUBJECT:** Request Authorization for Employee Requests for Leave of Absence

HRM is in receipt of ten (10) Unpaid Leave of Absence requests pursuant to Personnel Manual Section 8.07 Miscellaneous Leaves of Absence.

| Employee Name | Classification | Department | Leave Duration | Category |
|---|---|---|---|---|
| Cooppan, Diveena | Health & Human Services Program Planner | Human Services | June 15, 2019 – Open | CRS 8.07 (c)(v) Exempt Position |
| Jordan, Andy | Library Aide, PPT | Library | June 05, 2019 – June 12, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Leung, Jady | Legal Admin Assistant | City Attorney | June 10, 2019 – July 31, 2019 | CSR 8.07 (c)(iii) Personal Business |
| McKellar, Sharon | Supervising Librarian | Library | June 24, 2019 – July 12, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Nguyen, Linda | Librarian II | Library | October 28, 2019 – November 15, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Shen, Alex | Library Aide | Library | June 24, 2019 – July 2, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Thomas, Christy | Librarian II | Library | July 29, 2019 – August 6, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Venuto, Rochelle | Library Assistant | Library | June 18, 2019 – June 25, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Wu, Anna | Library Assistant, PPT | Library | July 6, 2019 – July 13, 2019 | CSR 8.07 (c)(iii) Personal Business |
| Yoder, Carlon | Senior Library Assistant | Library | September 3, 2019 – December 31, 2019 | CSR 8.07 (c)(iii) Personal Business |

**RECOMMENDATION:**

Staff recommends that the Civil Service Board approve the requested Leaves of Absence.

Print Form

CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name DIVEENA COOPPAN Employee's ID 24401 Today's Date 06/10/19

Department/Division HUMAN SERVICES Employee Job Title HHS PLANNER

[ ] Request: _____ No. of Days or Hours [ ] Days [ ] Hours Select Days or Hours From 06.15.19 To INDEFINITE - PROMOTION TO EXEMPT POSITION

Unpaid Leave Taken This Year? [ ] Yes [ ] No If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Employee's Signature _____ Date 06/10/19

Civil Service Board Approval _____ Date _____

Department Head Approval _____ Date 6/13/19

City Manager Approval _____ Date _____

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

Print Form

CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name ANDY JORDAN Employee's ID 6530 Today's Date 4/6/19

Department/Division Temescal Branch, OPL Employee Job Title Library Aide, PPT

[x] Request: 8 (No. of Days or Hours) [x] Days [ ] Hours (Select Days or Hours) From 6/5/19 To 6/12/19

Unpaid Leave Taken This Year? [ ] Yes [x] No If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Employee's Signature _____ Date 4/6/19 Civil Service Board Approval _____ Date _____

Department Head Approval _____ Date 4/8/19 City Manager Approval _____ Date _____

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

Print Form

CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name Jady Leung  Employee's ID 24245  Today's Date 5/24/2019

Department/Division Oakland City Attorney  Employee Job Title Legal Admin Assistant

[x] Request: _____ (No. of Days or Hours)  [x] Days [ ] Hours (Select Days or Hours)  From 6/10/2019  To 7/31/2019

Unpaid Leave Taken This Year? [ ] Yes [ ] No  If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Jady Leung  Digitally signed by Jady Leung DN: cn=Jady Leung, o=City Attorney's Office, ou=Legal Administrative Assistants, email=JLeung@oaklandcityattorney.org, c=US Date: 2019.05.24 15:42:47 -07'00'  05/24/2019

Employee's Signature  Date  Civil Service Board Approval  Date

Barbara J. Parker  5/30/19

Department Head Approval  Date  City Manager Approval  Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

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CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name Sharon McKellar Employee's ID 14453-2 Today's Date 05/01/19

Department/Division Library Employee Job Title Supervising Librarian

[x] Request: 10 (No. of Days or Hours) [x] Days [ ] Hours (Select Days or Hours) From 6/24/19 To ~~7/8/19~~ 7/12/19

Unpaid Leave Taken This Year? [ ] Yes [x] No If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Employee's Signature — Date 5/1/19

Civil Service Board Approval — Date

Department Head Approval — Date 5/2/19

City Manager Approval — Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

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CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [ ] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name NGUYỄN, LINDA Employee's ID 22416 Today's Date 6/3/19

Department/Division LIBRARY Employee Job Title LIBRARIAN II

[X] Request: 14 (No. of Days or Hours) [X] Days [ ] Hours (Select Days or Hours) From 10/28/19 To 11/15/19

Unpaid Leave Taken This Year? [ ] Yes [X] No If yes, what type of leave _____ (Write appropriate code)

**Comparison of Different Leave Types**

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Employee's Signature _____ Date 6/3/19

Civil Service Board Approval _____ Date _____

Department Head Approval _____ Date 6/3/19

City Manager Approval _____ Date _____

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

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CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [ ] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name: Alex Shen  Employee's ID: 21763  Today's Date: 4.22.19

Department/Division: Oakland Public Library  Employee Job Title: Library Aide

[X] Request: 6 (No. of Days or Hours)  [X] Days [ ] Hours (Select Days or Hours)  From: June 24th  To: July 2nd

Unpaid Leave Taken This Year? [ ] Yes [X] No  If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

| | | | |
|---|---|---|---|
| Shen | 4.22.19 | | |
| Employee's Signature | Date | Civil Service Board Approval | Date |
| [signature] | 5/3/19 | | |
| Department Head Approval | Date | City Manager Approval | Date |

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

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# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name Christy Thomas Employee's ID 14457 Today's Date 5/18/19

Department/Division Library Employee Job Title Librarian II

[x] Request: 7 (No. of Days or Hours) [x] Days [ ] Hours (Select Days or Hours) From 7/29/19 To 8/6/19

Unpaid Leave Taken This Year? [ ] Yes [x] No If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

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Employee's Signature _____ Date 5/23/19

Civil Service Board Approval _____ Date _____

Department Head Approval _____ Date 5/31/19

City Manager Approval _____ Date _____

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

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CITY OF OAKLAND

# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name Rochelle Venuto Employee's ID 21546 Today's Date 4/20/2019

Department/Division Library - Children's Services Employee Job Title Library Asst. Books for Wider Horizons

[x] Request: 5 (No. of Days or Hours) [x] Days [ ] Hours (Select Days or Hours) From 6/18/19 To 6/25/19

Unpaid Leave Taken This Year? [ ] Yes [x] No If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

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Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Rochelle Venuto — Employee's Signature — Date 4/20/19

Civil Service Board Approval — Date

Department Head Approval — Date 4/26/19

City Manager Approval — Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

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# Unpaid Leave of Absence

Leave Type:

- [ ] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [x] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name Anna Wu Employee's ID 17842 Today's Date 04/30/2019

Department/Division Library/ MLK Jr. Branch Employee Job Title Library Assistant, PPT

[x] Request: 5 (No. of Days or Hours) [x] Days [ ] Hours (Select Days or Hours) From 07/06/2019 To 07/13/2019

Unpaid Leave Taken This Year? [ ] Yes [x] No If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

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| | | | |
|---|---|---|---|
| Employee's Signature | Date 04/30/2019 | Civil Service Board Approval | Date |
| Department Head Approval | Date 5/9/19 | City Manager Approval | Date |

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

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# Unpaid Leave of Absence

Leave Type:

- [x] FCL - Family Care Extended
- [ ] FDN - Family Death (no pay)
- [ ] MNP - Military Leave (no pay)
- [ ] SLV - Sick Leave (no pay)
- [ ] ANP - Miscellaneous (no pay)
- [ ] Parental Leave (no pay)

Employee's Name Carlon Yoder  Employee's ID 632  Today's Date 04/22/2019

Department/Division Oakland Public Library/ Eastmont Branch  Employee Job Title Senior Library Assistant

[x] Request: 86 (4 months) (No. of Days or Hours)  [x] Days [ ] Hours (Select Days or Hours)  From 09/03/2019  To 12/31/2019

Unpaid Leave Taken This Year? [ ] Yes [X] No  If yes, what type of leave _____ (Write appropriate code)

Comparison of Different Leave Types

| Leave Type | Maximum Duration | Keep Accrued Seniority? | Seniority? | Keep Health Benefits? | Other |
|---|---|---|---|---|---|
| FCL | 4 mos* | Yes | No | Depends* | Comb. of paid & unpaid leave |
| FDN | 5 days | Yes | No | Yes | Family death leave (paid) exhausted |
| MNP | 1 year | Yes | Yes | For 5 mos* | For military training and service |
| SLV | 1 year | Yes | No | No* | Sick leave (paid) exhausted |
| ANP | 1 year | Yes | No | No* | Miscellaneous leave (no pay) |
| PNP | 1 year | No | No | No * | Parental Leave (no pay) |

** Additional Information*

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Employee's Signature  Date 4/22/19  Civil Service Board Approval  Date

Department Head Approval  Date 4/30/19  City Manager Approval  Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee

CITY OF OAKLAND

# CIVIL SERVICE BOARD MEETING MINUTES - DRAFT

**Date: May 16, 2019**

**OPEN SESSION 5:30 p.m.**

**City Hall, One Frank H. Ogawa Plaza, Hearing Room 1**

**BOARD MEMBERS:** **Chair, Andrea Gourdine (Arrived 5:40); Vice Chair, Christopher Johnson; Lauren Baranco; Yvonne Hudson-Harmon (Absent); Brooke Levin; Carmen Martinez; Beverly A. Williams**

**STAFF TO THE BOARD:** **Ian Appleyard, HRM Director/Secretary to the Board**
**Greg Preece, HRM Manager/Staff to the Board**
**Tabitha Pulliam, HRM Technician/Staff to the Board**
**Michelle Meyers, Senior Deputy City Attorney**

## OPEN SESSION AGENDA

## ROLL CALL

Note: Vice Chair Johnson called the meeting to order.

### 1) OPEN FORUM:

No speakers

### 2) UPDATES, SECRETARY TO THE BOARD:

Secretary to the Board, Ian Appleyard, introduced new Board Member Brooke Levin.

General Recruitment and Classification Updates.

### 3) APPROVAL OF THE MAY 16, 2019 CIVIL SERVICE BOARD MEETING AGENDA:

**44932 A motion was made by Vice Chairman Johnson and seconded by Board Member Williams to approve the May 16, 2019 Civil Service Board Meeting Agenda with an amendment to withdraw item #1 on the Closed Session Agenda: Personnel Matter for Public Employee: 6.06 Appeal of Removal of Employee During the Probationary Period: (A. Sabwa). The motion passed unanimously.**

**Votes:** Board Member Ayes: 6 – Gourdine, Baranco, Johnson, Levin, Martinez Williams

Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Hudson-Harmon

**4) CONSENT CALENDAR:**

a) Ratification of Provisional Appointment

- Accountant II
- Administrative Services Manager II

b) Approval of Employee Requests for Leave of Absence

- Library Aide, PPT
- Library Assistant, PPT

c) Approval of Revised Classification Specifications

- Accounting Supervisor
- Inspector General
- Reprographics Shop Supervisor

**44933 A motion was made by Board Member Williams and seconded by Board Member Martinez to approve the Ratification of Provisional Appointments, the Employee Requests for Leave of Absence and the Revised Classification Specifications. The motion passed unanimously.**

**Votes:** Board Member Ayes: 6 – Gourdine, Baranco, Johnson, Levin, Martinez, Williams

Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Hudson-Harmon

**5) OLD BUSINESS:**

a) Approval of April 18, 2019 Civil Service Board Meeting Minutes

**44934 A motion was made by Board Member Baranco and seconded by Board Member Williams to approve the April 18, 2019 Civil Service Board Meeting Minutes. The motion passed.**

**Votes:** Board Member Ayes: 4 – Gourdine, Baranco, Martinez, Williams

Board Member Noes: None
Board Member Abstentions: Johnson, Levin
Board Members Absent: Hudson-Harmon

b) Determination of Schedule of Outstanding Board Items

*Report received and filed*

c) Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of all ELDEs and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21

*Report received and filed*

d) Update on Common Classification Study

*Report received and filed*

## ~~CLOSED SESSION AGENDA~~

## ~~ROLL CALL~~

~~*The Civil Service Board will Convene in Closed Session and will Report Out any Final Decisions in Open Session Before Adjourning the Meeting pursuant to California Government Code Section 54957.6:*~~

~~**1) Personnel Matter for Public Employee: 6.06 Appeal of Removal of Employee During the Probationary Period: OPD-2019-AP01 (A. Sabwa)**~~

**WITHDRAWN**

~~Pursuant to California Government Code Section 54957 – Public Employee Discipline/Dismissal/Release *An appellant must notify the Civil Service Board in writing if she/he wishes to have a personnel matter heard in open session.*~~

## ~~OPEN SESSION AGENDA~~

## ~~1). REPORT OF ACTIONS TAKEN IN CLOSED SESSION~~

## 2) ADJOURNMENT

NOTE: The Civil Service Board meets on the 3rd Thursday of each month. The next meeting is scheduled to be held on Thursday, June 20, 2019. All materials related to agenda items must be submitted by Thursday, June 6, 2019. For any materials over 100 pages, please also submit an electronic copy of all materials.

Submit items via email or U.S. Mail to:

City of Oakland - Civil Service Board
150 Frank H. Ogawa Plaza, 2nd floor
Oakland, CA 94612
civilservice@oaklandca.gov

Do you need an ASL, Cantonese, Mandarin or Spanish interpreter or other assistance to participate? Please email civilservice@oaklandca.gov or call (510) 238-3112 or (510) 238-3254 for TDD/TTY five days in advance.

¿Necesita un intérprete en español, cantonés o mandarín, u otra ayuda para participar? Por favor envíe un correo electrónico civilservice@oaklandca.gov o llame al (510) 238-3112 o al (510) 238-3254 Para TDD/TTY por lo menos cinco días antes de la reunión. Gracias.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎？請在會議前五個工作天電郵 civilservice@oaklandca.gov 或致電 (510) 238-3112 或 (510) 238-3254 TDD/TTY

CITY OF OAKLAND

# CIVIL SERVICE BOARD
# APPEALS & HEARINGS CALENDAR
# PENDING LIST – June 20, 2019

## 1. OPEN

| Case Number | Classification | Dept. | Action Pending | Hearing Date | Notes/Next Steps |
|---|---|---|---|---|---|
| OFD-2019-AP01 | Program Analyst | Fire Department | 3.04(e) – Appeal to Board Regarding Changes in Classification | June 20, 2019 | |
| PBD-2019-AP01 | Process Coordinator II | Planning & Building | 4.0 – Appeal of Recruitment & Examination Process | August 15, 2019 | |

## 2. OTHER PENDING ITEMS

| Date Requested | Subject | Report From | Date Due |
|---|---|---|---|
| | | | |

## 3. CLOSED

| Case Number | Classification | Dept. | Action Pending | Date Received | Notes |
|---|---|---|---|---|---|
| | | | | | |

## 4. UNDER REVIEW

| Case Number | Classification | Dept. | Action Pending | Action Date | Notes |
|---|---|---|---|---|---|
| | | | | | |

CITY OF OAKLAND

# *STAFF REPORT*

**DATE:** June 20, 2019

**TO:** THE HONORABLE CIVIL SERVICE BOARD

**FROM:** Greg Preece, HR Manager, Staff to the Board

**THROUGH:** Ian Appleyard, HR Director, Secretary to the Board

**SUBJECT:** TEMPORARY EMPLOYEES – Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of All ELDEs and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21

## SUMMARY

Staff has prepared this report to provide the Civil Service Board with an update on compliance with the Civil Service Rules related to temporary employees since the last report at the May 16, 2019 meeting that referenced data as of April 19, 2019. This report focuses on temporary employees in the categories of Exempt Limited Duration Employees (ELDEs) and Temporary Contract Service Employees (TCSEs), who are currently employed in the City of Oakland.

As of May 17, 2019, there are a total of eighty-seven (87) employees in the TCSE (21), TCSE/Annuitant (34), and ELDE (32) categories. Three (3) assignments were closed, and four (4) new assignments were added. Of the total, there are (0) assignments reported as non-compliant with Rule 5.06.

Reports showing all the temporary assignments discussed in this report are included in a list ***(Attachment A)*** and a chart of trends ***(Attachment B)*** attached to this narrative report to provide a snapshot of the overall changes month to month.

## BACKGROUND

The use of temporary employees is allowed under Civil Service Rule 5 (Certification and Appointment) in recognition that standard Civil Service employment practices can be cumbersome when a time-sensitive assignment arises or existing resources do not fit a specific need. Pursuant to the Civil Service Rules, Section 5.06 governing temporary assignments, ELDE assignments may not exceed one year and TCSE assignments may not be "ongoing or repetitive."

## STATUS OF NONCOMPLIANT ASSIGNMENTS

Of the total eighty-seven (87) temporary assignments, we are reporting zero (0) in this period as out of compliance with Rule 5.06.

## RECOMMENDATION

Staff recommends that the Civil Service Board accept the monthly report on temporary assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs).

For questions regarding this report, please contact Greg Preece, Recruitment & Classification at (510) 238-7334.

Attachments:
A. TCSE/ELDE Report: For Payroll Reporting May 17, 2019.
B. TCSE/ELDE Compliance Trend Chart: As of May 17, 2019.

**CIVIL SERVICE BOARD**
**JUNE 2019 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

| DEPT | LAST_NAME | FIRST_NAME | ORG | JOB_DATE | TYPE | HOURS | NOTES | STATUS |
|---|---|---|---|---|---|---|---|---|
| **CLOSED THIS PERIOD (3)** | | | | | | | | |
| HOUSING & COMMUNITY DEV. | Williams | Sandra | 89939 - Residential Lending & Rehabilitation | 11/3/2018 | TCSE | 1057 | Temporary assignment to cover essential duties of former incumbent. | COMPLIANT |
| PLANNING & BUILDING | Dignan | Katie | 84111 - Administration Unit | 6/30/2018 | ELDE | | Temporary assistance to oversee the Building and Planning Bureaus. | PERMANENT |
| PUBLIC WORKS | Ogbamichael | Lettebrhan | 30121 - PWA Admin/Fiscal Services | 8/11/2018 | TCSE/ Annuitant | 936 | Temporary assignment to cover the duties of employees out on leave | SEPARATED |
| **NEW THIS PERIOD (4)** | | | | | | | | |
| CITY ADMINISTRATOR | Gibson | Mercedes | 02112 - Communications & Media | 5/4/2019 | TCSE | 0 | Temporary project to assist in the development of the City's website and community outreach, etc. | COMPLIANT |
| LIBRARY | Lopez | Jane | 61132 - Children's Services/Youth Room | 5/4/2019 | TCSE/ Annuitant | 0 | Temporary assignment to help fill staffing gaps at Main Library. | COMPLIANT |
| PLANNING & BUILDING | Lehmer-Chang | Aaron | 84111 - Admin: Planning & Building | 6/1/2019 | ELDE | | Temporary project to support the planning, coordinating, implementation and evaluation of external web publications. | COMPLIANT |
| PUBLIC WORKS | Casilang | Chris | 30541 - Equipment Services Administration | 4/20/2019 | TCSE | 0 | Temporary assistance with excess work load in the Heavy Equipment shop. | COMPLIANT |
| **COMPLIANT (83)** | | | | | | | | |
| CITY ADMINISTRATOR | Han | Delphina | 02491 - Oakland Animal Services | 3/9/2019 | TCSE | 356 | Temporary assistance to support the volunteer program in Oakland Animal services | COMPLIANT |
| CITY ADMINISTRATOR | Kennedy | Christopher | 02112 - Communications and Media | 3/25/2019 | ELDE | | Temporary assistance in the development and improvement of the City Website, external communications and community outreach | COMPLIANT |
| CITY ADMINISTRATOR | Kwan | Jennifer | 02491 - Oakland Animal Services | 5/12/2018 | TCSE | 109 | Temporary part time Veterinarian to supplement and add capacity to service delivery | COMPLIANT |
| CITY ADMINISTRATOR | Mufarreh | Chris | 02491- Oakland Animal Services | 4/23/2018 | TCSE/ Annuitant | 472 | Temporary on-call Manager | COMPLIANT |
| CITY ADMINISTRATOR | Nelson | Meredith | 02112 - Communications & Media | 4/8/2019 | TCSE | 197 | Temporary project to assist in the development of the City's website and community outreach, etc. | COMPLIANT |
| CITY ADMINISTRATOR | Ruelas | Brenda | 2113 - Communications & Media | 4/20/2019 | TCSE | 134 | Temporary project to assist in the development of the City's website and community outreach, etc. | COMPLIANT |
| CITY ADMINISTRATOR | Silverman | Eva | 02112 - Communications and Media | 3/18/2019 | TCSE | 143 | Temporary assistance in the development and improvement of the City Website, external communications and community outreach | COMPLIANT |
| CITY ADMINISTRATOR | Woodall-Johnson | Marissa | 02491 - Oakland Animal Services | 4/6/2019 | TCSE | 17 | Temporary relief veterinarian support at the Oakland animal shelter. | COMPLIANT |
| CITY ATTORNEY | Ericsson | Kristin | 04111 - City Attorney Administration | 1/14/2019 | TCSE/ Annuitant | 605 | Temporary Support for Legal Administrative Assistant out on leave | COMPLIANT |
| CITY AUDITOR | Edmonds | Michael | 07111 - City Auditor Unit | 1/12/2019 | TCSE/ Annuitant | 481 | Assistant City Auditor; temporary assistance in peer review preparation and training staff | COMPLIANT |
| CITY CLERK | Abney | Michelle | 03121 - Office of the Clerk | 5/30/2018 | TCSE/ Annuitant | 798 | Temporary support of the Hotel Labor and Youth Services measures. | COMPLIANT |
| CITY COUNCIL | Lopes | Joyce | 00011 - Council Administration Unit | 10/4/2016 | TCSE/ Annuitant | 42 | Filling in for Council staff out on leave | COMPLIANT |
| DEPT. OF TRANSPORTATION | Brown | Brytanee | 35214 - Complete Streets Planning & Project | 9/24/2018 | ELDE | | Spec under development for Transportation Planner series; duties not yet fully defined. | COMPLIANT |
| DEPT. OF TRANSPORTATION | Calabrese | Christine | 35232 - Street Lighting Engineer | 2/9/2019 | TCSE/ Annuitant | 273 | Temporary assistance to complete AC Transit Bus Rapid Transit project. | COMPLIANT |

As of: May 17, 2019

**CIVIL SERVICE BOARD**
**JUNE 2019 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

| DEPT | LAST_NAME | FIRST_NAME | ORG | JOB_DATE | TYPE | HOURS | NOTES | STATUS |
|---|---|---|---|---|---|---|---|---|
| DEPT. OF TRANSPORTATION | Corona Jr. | Manuel | 35214 - Complete Clean Streets | 1/26/2019 | ELDE | | Spec under development for Transportation Planner series; duties not yet fully defined. | COMPLIANT |
| DEPT. OF TRANSPORTATION | Kattchee | Susan | 35241 - Safe Streets Administration | 12/15/2018 | TCSE/ Annuitant | 467 | Temporary assignment to support and train section leaders, assist with budget planning and implementation for 2019-2021 | COMPLIANT |
| DEPT. OF TRANSPORTATION | Neary | Michael | 35211 - Department of Transportation | 5/21/2018 | TCSE/ Annuitant | 454 | Temporary assistance to develop, manage and implement the GoPort Program (transportation improvement) | COMPLIANT |
| DEPT. OF TRANSPORTATION | Ortiz | Julieth | 35211 - Great Streets Delivery Administration | 8/11/2018 | ELDE | | Spec under development for Transportation Planner series; duties not yet fully defined. | COMPLIANT |
| DEPT. OF TRANSPORTATION | Phillips | Eva | 35242 - Complete Streets Maintenance | 12/15/2018 | TCSE | 543 | Temporary project to evaluate/analyze the impacts of new mobility modes of transportation | COMPLIANT |
| DEPT. OF TRANSPORTATION | Pond-Danchik | Noel | 35245 - Safe Streets Division-Bicycle & Pedestrian Program | 11/3/2018 | ELDE | | Temporary assignment to assist in the implementation of the Bicycle & Pedestrian Program/Safe Streets | COMPLIANT |
| ECON & WORKFORCE | Kidder | Sarah | 85511 - Cultural Arts & Marketing | 6/17/2017 | TCSE | 87 | Temporary project support in the Film Office. | COMPLIANT |
| FINANCE | Austin | Shawntia | 08441 - Revenue Collections Unit | 4/20/2019 | TCSE | 135 | Temporary assistance to maintain operations in the Liens unit during contract negotiations | COMPLIANT |
| FINANCE | Bhatnager | Amit | 08211 - Accounting Administration Unit | 1/8/2018 | TCSE | 879 | Temporary project to develop Oracle Business Intelligence Enterprise Edition and Oracle Business Intelligence Applications. | COMPLIANT |
| FINANCE | Duperval | Shela | 08421 - Revenue Audit Unit | 2/13/2019 | TCSE | 472 | Temporary receptionist assistance during high volume tax renewal season | COMPLIANT |
| FINANCE | Gomez | Jimena | 08741- Treasury Payroll | 3/11/2019 | ELDE | | Temporary assistance with special projects and essential functions in the Payroll unit | COMPLIANT |
| FINANCE | Gonzales | Christopher | 08921 - Parking Citation Assistance Center | 2/26/2019 | TCSE | 411 | Temporary assignment to assist with Receptionist duties in the Parking Citations Assistance Center. Recruitment is underway. | COMPLIANT |
| FINANCE | Macias | Dalia | 08211 - Accounting Administration Unit | 2/23/2019 | ELDE | | Temporary project to assist with clean-up of Capital Projects and vendor data. | COMPLIANT |
| FINANCE | Ploski | Lily | 08111 - Budget & Finance Administration Unit | 4/10/2019 | TCSE | 210 | Temporary assignment to provide vital Accounting services to the Finance Department | COMPLIANT |
| FINANCE | Raines-Austin | Helen | 08921 - Revenue Audit Unit | 3/4/2019 | TCSE | 362 | Temporary assistance to help maintain critical operations in the Parking Citations Assistance Center | COMPLIANT |
| FINANCE | Smith | Starr | 103242 - Parking Citation Assistance Center | 1/18/2019 | ELDE | | Urgent temporary assignment on special projects in support of Public Service Reps | COMPLIANT |
| FINANCE | Treglown | Donna | 08111 - Finance/Controller | 6/18/2018 | TCSE/ Annuitant | 867 | Temporary assistance to complete Capital projects and end of year fiscal reconciliations. | COMPLIANT |
| FIRE | Fairley Summers | Helen Marie | 20241 - Fire Communications Unit | 8/11/2018 | TCSE/ Annuitant | 750 | Temporary assistance to train new Fire Communication Dispatchers and special project related to on-boarding and training | COMPLIANT |
| FIRE | Hunt | Michael | 20110 - Fire Chief Unit | 3/23/2019 | ELDE | | Temporary assignment to support the department on numerous special projects, including coordination of projects between various departments. | COMPLIANT |
| FIRE | Kozak | Rebecca | 20110 - Fire Chief Unit | 5/21/2018 | TCSE/ Annuitant | 626 | Temporary assistance developing staff and functions of the Office of the Chief of Fire manual and train Executive Assistant | COMPLIANT |
| FIRE | Morris | Christopher | 20611 - Education & Training Administration | 12/3/2018 | ELDE | | Spec under development/revision for Fire Equipment Technician; duties not yet fully defined. | COMPLIANT |

As of: May 17, 2019

**CIVIL SERVICE BOARD**
**JUNE 2019 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

| DEPT | LAST_NAME | FIRST_NAME | ORG | JOB_DATE | TYPE | HOURS | NOTES | STATUS |
|---|---|---|---|---|---|---|---|---|
| FIRE | Theshome | Theodeross | 20521 - Budget Unit | 5/4/2019 | ELDE | | Temporary assignment to cover essential duties of incumbent out of leave | COMPLIANT |
| HOUSING & COMMUNITY DEV. | Campos | Claudette | 89969 - Residential Rent Arbitration | 12/15/2018 | ELDE | | Critical temporary support for the Rent Adjustment Program Manager | COMPLIANT |
| HOUSING & COMMUNITY DEV. | Johnson | Nia | 89969 - Residential Rent Arbitration | 2/9/2019 | ELDE | | Temporary, critical support in the operations of the Rent Adjustment Program. | COMPLIANT |
| HOUSING & COMMUNITY DEV. | Thompson | Norma | 89929 - Housing Development | 4/6/2019 | TCSE/ Annuitant | 121 | Temporary 6 month assignment to help train staff as Housing Development Services Manager | COMPLIANT |
| HUMAN RESOURCES MGMT. | Banks | James | 05311 - Employee Labor Relations | 4/6/2019 | TCSE | 195 | Temporary assignment to support the City-Wide training program. | COMPLIANT |
| HUMAN RESOURCES MGMT. | Look | Daryl | 05211 - Human Resources Management | 9/24/2018 | TCSE/ Annuitant | 500 | Temporary staffing to support classification and recruitment needs for city operations | COMPLIANT |
| HUMAN SERVICES | Breedlove | Jaqueline | 75231 - Multipurpose Senior Service Program | 2/24/2018 | TCSE/ Annuitant | 833 | Provide training to new Case managers and complete procedural manual for future reference per funder's mandate. | COMPLIANT |
| HUMAN SERVICES | Decuir | Roslynn | 78241 - Year Round Lunch Program Unit | 5/23/2016 | TCSE | 187 | PT Food Program Coordinator; intermittent, pending creation of PT class; HRM staff preparing salary ordinance amendment to add part time equivalent in Feb/Mar 2018 | COMPLIANT |
| HUMAN SERVICES | Dennis-Taylor | Lisa | 78231 - HS Classroom & Seasonal | 8/13/2018 | ELDE | | Temporary, emergency staffing to prepare for up coming review/inspections. | COMPLIANT |
| HUMAN SERVICES | Hicks | Kathleen | 78111 - DHS Administration Unit | 1/2/2019 | ELDE | | Filing in for Executive Assistant staff out on leave. | COMPLIANT |
| HUMAN SERVICES | Ho | Kathy | 78231 -HS Classroom & Seasonal | 1/29/2018 | TCSE/ Annuitant | 864 | Temp assignment to help with Instructor Staffing Crises and to meet Federal and State regulations of the Head Start Program. | COMPLIANT |
| HUMAN SERVICES | Shelton | Susan | 78411 - Community Housing Services | 9/11/2017 | TCSE/ Annuitant | 97 | Temporary project: plan, facilitate and update Oakland Homeless Strategy | COMPLIANT |
| HUMAN SERVICES | Turner | Kartiea | 78111 - DHS Administration Unit | 11/5/2018 | ELDE | | Temporary support to prepare for Federal Review, new grant rollouts and other special projects. | COMPLIANT |
| HUMAN SERVICES | Ukagumaoha | Jahswill | 78111 - DHS Administration Unit | 2/11/2019 | ELDE | | Temporary funded HEAP Program; implement and administer major housing development and direct outreach to homeless encampments; develop emergency housing programs | COMPLIANT |
| INFORMATION TECHNOLOGY | Ibrahim | Mamadou | 46531 - Technology Department | 9/22/2018 | ELDE | | Temporary project to help develop and implement the new PRIME System for OPD. | COMPLIANT |
| INFORMATION TECHNOLOGY | Williams | Mheret | 46121 - Reprographic Services | 11/5/2018 | TCSE | 848 | Temporary support for staff out on leave. | COMPLIANT |
| LIBRARY | Willhalm | Laurie | 61132 - Children Services/Youth Room | 4/7/2019 | TCSE/ Annuitant | 120 | Temporary assignment to help fill staffing gaps during Library expanded hours (Children's Librarian) | COMPLIANT |
| PLANNING & BUILDING | Alvin | Corey | 84211 - Planning | 9/8/2018 | ELDE | | Temporary project to coordinate the implementation of the environmental protection measures for the Oakland Army Base Redevelopment project. | COMPLIANT |
| PLANNING & BUILDING | Borjon | Agustin | 84229 - Zoning | 2/27/2017 | TCSE/ Annuitant | 824 | Time-limited project; temp assistance with backlog of permits | COMPLIANT |
| PLANNING & BUILDING | Mason | Melvin | 84412 - Admin: Building Inspection | 4/6/2019 | ELDE | | Temporary assistance to process building permit inspections, extensions, and other high priority projects | COMPLIANT |
| PLANNING & BUILDING | Neri | Kevin | 84412 - Admin: Building Inspection | 4/6/2019 | ELDE | | Temporary assistance to process building permit inspections, extensions, and other high priority projects | COMPLIANT |
| PLANNING & BUILDING | Palmer | Ken | 84451 - Inspections: Commercial Building | 3/23/2019 | TCSE/ Annuitant | 112 | Temporary assistance with back-log of inspections. | COMPLIANT |

As of: May 17, 2019

**CIVIL SERVICE BOARD**
**JUNE 2019 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

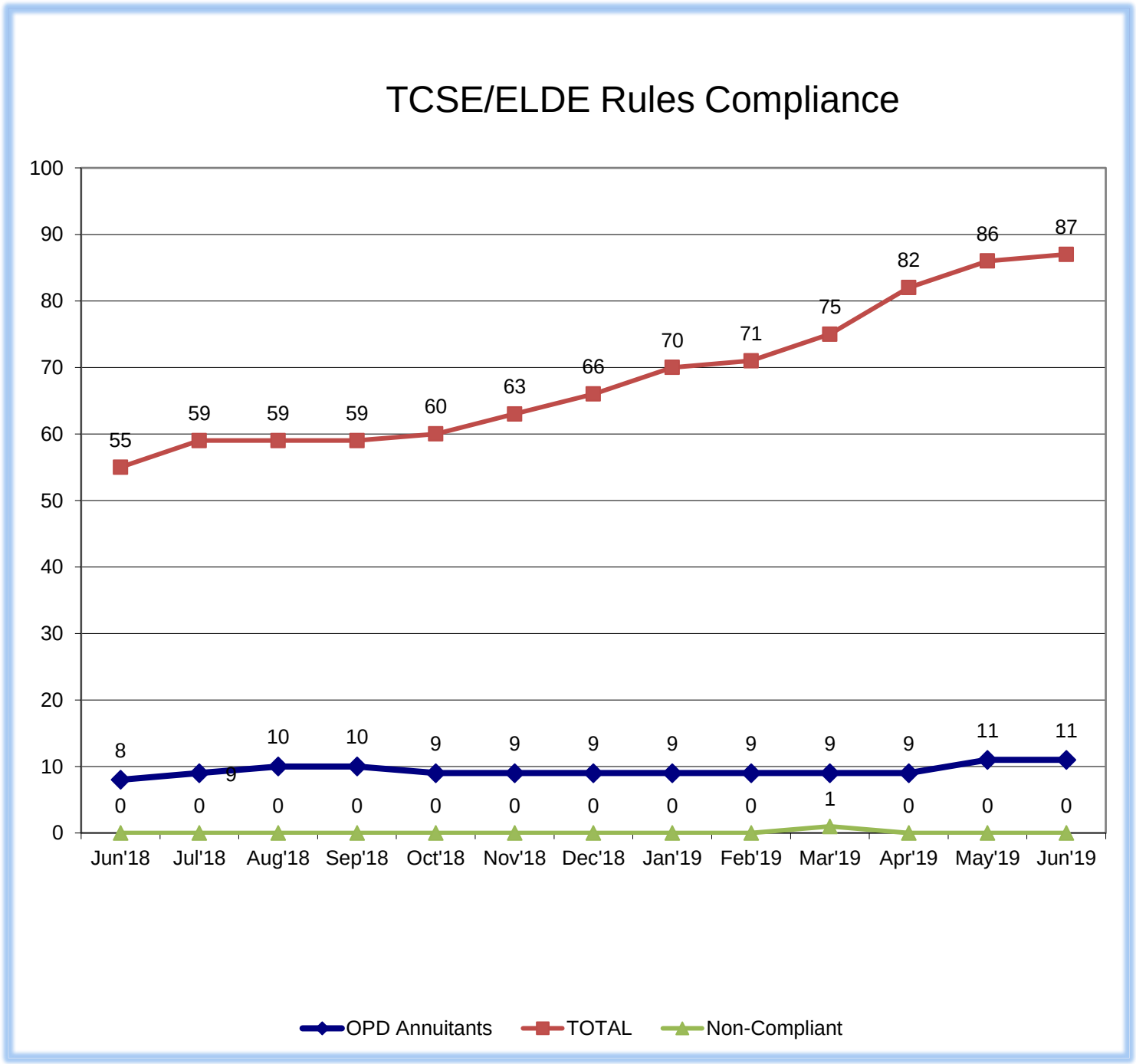
| DEPT | LAST_NAME | FIRST_NAME | ORG | JOB_DATE | TYPE | HOURS | NOTES | STATUS |
|---|---|---|---|---|---|---|---|---|
| PLANNING & BUILDING | Singh | Randhir | 84111 - Admin: Planning, Building & Neighborhood | 3/23/2019 | ELDE | | Temporary project to implement the Electronic Content Management System, including deployment of software and digitization of records. | COMPLIANT |
| PLANNING & BUILDING | Stanley | Brandon | 84412 - Admin: Building Inspection | 4/7/2019 | ELDE | | Temporary assistance to process building permit inspections, extensions, and other high priority projects | COMPLIANT |
| POLICE | Bazile | Luc | 106210 - Police Personnel | 1/12/2019 | ELDE | | Temporary, urgent support as departmental Mail Courier; duties not yet fully defined | COMPLIANT |
| POLICE | Covington | Donald | 106610 - Background & Recruiting | 4/23/2018 | TCSE/ Annuitant | 420 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Denson III | Benjamin | 106610 - Background & Recruiting | 12/1/2018 | TCSE/ Annuitant | 0 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | DeSalvo | Barbara | 108630 - Cease Fire | 12/31/2018 | ELDE | | Grant funded temp assistance to develop strategic and sustainable project implementation plans; adopt best practices and policies. | COMPLIANT |
| POLICE | Gray | Steve | 106610 - Background & Recruiting | 7/17/2017 | TCSE/ Annuitant | 135 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Hicks | Mark | 106610 - Background & Recruiting | 9/23/2013 | TCSE/ Annuitant | 350 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Johnson | Carmen | 106610 - Background & Recruiting | 1/18/2014 | TCSE/ Annuitant | 883 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Lighten | Ronald | 106610 - Background & Recruiting | 9/23/2013 | TCSE/ Annuitant | 271 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Long | Jacqueline | 108630 - Ceasefire | 12/31/2018 | ELDE | | Temporary assistance to complete the OPD Ceasefire Unit Project | COMPLIANT |
| POLICE | Mackson | Trevor | 106610 - Background & Recruiting | 12/1/2018 | TCSE/ Annuitant | 0 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Mestas | Alfred | 100610 - Background & Recruiting | 1/27/2018 | TCSE/ Annuitant | 0 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Pressnell | Edward | 100610 - Background & Recruiting | 9/23/2013 | TCSE/ Annuitant | 502 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Quintero | Joseph | 106610 - Background & Recruiting | 10/12/2013 | TCSE/ Annuitant | 80 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| POLICE | Williams | Pamela | 106610 - Background & Recruiting | 4/23/2018 | TCSE/ Annuitant | 20 | Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding. | COMPLIANT |
| PUBLIC WORKS | Clark | Brazile | 30683 - Environmental Services - Environment Remediation | 3/9/2019 | ELDE | | Temporary assignment to the "Environmental Stewardship Team" to help administer Earth Day, Creek To Bay and MLD Days of Service, and special community cleanups. | COMPLIANT |
| PUBLIC WORKS | Gettone | Jacquelyne | 30121 - PWA Fiscal Services | 12/15/2018 | TCSE | 692 | Temporary support to assist with multiple complex departmental projects | COMPLIANT |
| PUBLIC WORKS | Hernandez | Raul | 30244 - Sanitary Sewer Design | 3/25/2019 | ELDE | | Temporary assignment to assist with the City's Private Sewer Lateral (PSL) program. | COMPLIANT |
| PUBLIC WORKS | Kuvetakis | Joseph | 30541 - Equipment Services Division | 1/2/2019 | TCSE/ Annuitant | 320 | Temporary assistance with maintenance and repairs of specialized vehicles in the Heavy Equipment Shop | COMPLIANT |
| PUBLIC WORKS | Lew | Mi Kyung | 30234 - Facilities Planning & Development | 2/23/2019 | ELDE | | Temporary support with delay or services and assist with back-log of important projects | COMPLIANT |
| PUBLIC WORKS | Pham | Tan | 30541 - Equipment Services Division | 12/18/2017 | TCSE/ Annuitant | 550 | Temporary assistance with maintenance and repairs of specialized vehicles in the Heavy Equipment Shop | COMPLIANT |

As of: May 17, 2019

**CIVIL SERVICE BOARD**
**JUNE 2019 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

| DEPT | LAST_NAME | FIRST_NAME | ORG | JOB_DATE | TYPE | HOURS | NOTES | STATUS |
|---|---|---|---|---|---|---|---|---|
| PUBLIC WORKS | Pschirrer | Kelly | 30533 - Sewer System Maintenance | 3/9/2019 | ELDE | | Special project in the planning and execution of the "Public Works University" - duties not yet fully defined. | COMPLIANT |
| PUBLIC WORKS | Smith | Ayana | 30541 - Equipment Services Administration | 3/23/2019 | TCSE | 290 | Temporary assignment to assist in the specialized Equipment Services Unit | COMPLIANT |
| PUBLIC WORKS | Stern | Jennifer | 30245 - Watershed & Storm Water Program | 12/1/2018 | ELDE | | Temporary assistance to provide regulatory compliance & critical storm water response services | COMPLIANT |
| PUBLIC WORKS | Weed | Jonelyn | 30111 - Director & Human Resources Unit - new date 1/12/2019 s | 12/16/2017 | TCSE/ Annuitant | 311 | Temporary support to help develop and facilitate Department Strategic Action Plan | COMPLIANT |
| **Non-Compliant (0)** | | | | | | | | |

As of: May 17, 2019




Data as of May 17, 2019

CITY OF OAKLAND

# *STAFF REPORT*

**DATE:** June 20, 2019

**TO:** THE HONORABLE CIVIL SERVICE BOARD

**FROM:** Greg Preece, Human Resources Manager

**THROUGH:** Ian Appleyard, Director of Human Resources Management

**SUBJECT:** Informational Report Regarding City and Port Common Classifications

At its May 16, 2019 meeting, the City provided a supplemental report containing information on other port-city relationships within the State of California regarding common classifications, transfer and layoff procedures, and wage information. After receiving the report, the Civil Service Board requested the City provide options for the Board to consider regarding common classifications between the City of Oakland and the Port of Oakland. This report provides those options the Board may consider.

## OPTIONS THE BOARD COULD CONSIDER

- **Leave the Current System In-Place –** The Board could take no action and leave the current system in-place as specified within the Civil Service Rules.

- **Maintain a Common Class System only for Layoff Procedures** – This would allow current Port and City employees in common classifications to move between the Port and the City during layoff procedures based on seniority and the provisions specified in Section 9.02 of the Civil Service Rules. Each entity would continue with its own hiring processes and employees would not be eligible for non-layoff transfers.

- **Maintain a Common Class only for Transfers –** This would allow current Port and City employees in common classifications to transfer between the Port and the City; however, in the event of layoffs, seniority would only be considered within the entity to which the employee is assigned.

- **Determine All Classifications are Distinct** – This would be similar to other ports referenced in previous reports to the Board in that each entity would maintain its own classification system and persons interested in working for either agency would have to apply directly for positions of interest.

- **Continue the Classification and Point Factor Analysis –** This would continue the study being conducted by Koff & Associates for the remaining job groups. The Board could then consider any of the options mentioned above or consider new options based on the analysis and information presented.

## NEXT STEPS

Staff remains available to research any additional information the Board requests before deciding how best to proceed. As stated at the meetings, any proposed changes would be subject to meet and confer obligations with the impacted labor unions.

For questions regarding this report, please contact Greg Preece, Human Resources Manager, at (510) 238-7334.

CITY OF OAKLAND

# *MEMORANDUM*

**DATE:** June 20, 2019

**TO:** The Honorable Civil Service Board

**FROM:** Jaime Pritchett
Principal Human Resource Analyst

**THROUGH:** Greg Preece, Human Resources Manager, Recruitment & Classification

**THROUGH:** Ian Appleyard, Director of Human Resources Management
Secretary to the Board

**SUBJECT:** Approval of New Classification Specification for Accounting Analyst, Principal

Based upon a classification review at the request of the Finance Department, Human Resources Management has proposed the creation of a new classification specification for **Accounting Analyst, Principal.**

The Finance Department is refining the roles and responsibilities of the Controller's Bureau and determined that a high-level, technical expert accounting classification is necessary to support complex governmental accounting and reporting, with an emphasis on oversight of accounting practices city-wide. A summary of the duties expected to be performed by the new classification is provided below:

> The Accounting Analyst, Principal will plan, organize, and oversee aspects of the City's accounting operations and financial reporting functions; supervise, train, assign, and review the work of accounting staff; and provide technical expertise and high-level support to management as required.

One position is being established as part of the FY 2019-2021 approved budget. The new job description will be used for the upcoming recruitment process.

The Confidential Management Employees Association (CMEA) was notified of the proposed new classification specification. The union confirmed that they have no objections to the creation of the proposed new classification specification.

The salary ordinance amendment to formally add the classification to the City's Salary Schedule is scheduled for Finance and Management Committee on June 25, 2019, with two readings by City Council in July 2019.

Additionally, the "common class" status of this classification has not been determined. The "Common Class" Project is currently underway, and more information regarding this classification will be available at a later date.

Staff recommends that the Civil Service Board approve the proposed new **Accounting Analyst, Principal** classification specification.

**Attachments:** Proposed new Accounting Analyst, Principal classification specification.

DRAFT

CITY OF OAKLAND

# PRINCIPAL ACCOUNTING ANALYST

**Class Code: XXXXX Civil Service Classified**

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## DEFINITION

Under direction in the Finance Department, plans, organizes, and oversees aspects of the City's accounting operations and financial reporting functions; supervises, trains, assigns, and reviews the work of accounting staff; provides technical expertise and high-level support to management as required; and performs related duties as assigned.

## DISTINGUISHING CHARACTERISTICS

This is a supervisory classification that also serves as a technical expert in the accounting field. Incumbents perform a variety of supervisory tasks involving complex governmental accounting and reporting, with an emphasis on oversight of accounting practices city-wide. This classification is distinguished from the higher-level Assistant Controller in that the latter is a second level supervisory class that directs the centralized purchasing, payments and fiscal analytical services for the City. This classification is distinguished from the lower level Accounting Supervisor in that the incumbent of the former primarily oversees general ledger, state and federal grants, and redevelopment. This classification is distinguished from the Principal Financial Analyst classification by its emphasis on accounting duties.

The incumbent receives direction from the Controller, Assistant Controller, or other management staff and exercises general supervision over Accounting Supervisor, Accountants, Accounting Technicians, and assigned administrative staff.

## EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Provide highly responsible, complex professional governmental accounting services; interpret and apply governmental accounting standards and determine applicability to City operations; prepare and/or review highly complex financial schedules and statements.

Monitor and supervise general ledger, accounts payable, grants, redevelopment, fixed assets, and debt management accounting staff and transactions.

Oversee preparation of accurate and complete financial reports including financial statements, variance reports, cash flows, financial analyses and projections, and statistical reports; oversee and ensure compliance with all accounting and financial requirements in accordance with generally accepted accounting principles, governmental accounting standards, federal, and state and local rules and regulations.

Advise and participate in the design and implementation of automated financial information systems and updates; continuously evaluate potential system improvements; ensure changes in laws and regulations are addressed in system updates; train users on system changes.

Select, train, supervise, and motivate assigned staff; provide and/or coordinate staff training; conduct performance evaluations and work with employees to make improvements; implement disciplinary action as appropriate.

Plan, coordinate, and review the work plan for assigned staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.

Direct the preparation of special financial reports as mandated by federal, state, and City laws, regulations, or ordinances.

Prepare and maintain procedure manuals, records, and reports.

## KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles and practices of governmental financial management.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Advanced concepts, principles, and methods of general accounting theory, and their application to a wide variety of financial programs, transactions, and problems regarding governmental accounting practices.
- Generally accepted accounting principles.
- Automated financial and work management systems.
- Computer systems and software applications, such as word processing, spreadsheets, databases, and automated financial systems.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Oversee the work of accounting staff in general ledger, accounts payable, grants, redevelopment, fixed assets, and debt management.
- Prepare effective reports and presentations both orally and in writing.
- Examine and verify financial documents, reports, and transactions.
- Analyze, reconcile, and draw conclusions from financial data.
- Interpret financial data and recognize accounts that need detailed investigation.
- Compile and prepare financial statements, general and subsidiary ledgers, supporting schedules, and other financial and statistical reports.
- Manage multiple and competing priorities effectively.
- Serve as lead in the development and implementation of new and upgraded accounting systems and procedures.
- Supervise, train, and evaluate assigned staff.
- Motivate professional staff in a demanding and fast-paced environment.
- Interpret federal and state regulations pertaining to municipal government accounting.
- Ability to utilize computer systems and software applications including word-processing, spreadsheets, databases, and automated financial systems.
- Establish and maintain effective working relationships with those contacted in the performance of assigned duties.

## MINIMUM QUALIFICATIONS

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.*

**Education:**

A Bachelor's degree from an accredited college or university with major coursework in accounting, finance, public administration, business administration, economics, or closely related field.

**Experience:**

Five (5) years of progressively responsible experience in governmental accounting, including one year in a lead or supervisory role. Experience in the production of Comprehensive Annual Financial Reports is highly desirable.

## LICENSE OR CERTIFICATE

Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

Certification as a Certified Public Accountant (CPA) is desirable.

## OTHER REQUIREMENTS

None required.

**DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY**

Established: / / CSB Resolution #: Salary Ordinance #:
Exempted: Y ☐ N ☐ Exemption Resolution #:

Revision Date: / / CSB Resolution #:
Re-titled Date: / / CSB Resolution #: Salary Ordinance #:

(Previous title(s): )

**Request for Appeal:**
**"Final Findings regarding Classification Study of Program Analyst I Position (Michael Johnson)"**

**Date:** June 6, 2019

**Name:** Michael Johnson

**Address:** [redacted] Oakland CA. 94607

**Email:** [redacted]@oaklandca.gov

**Telephone:** 510-[redacted]

**Representative:** Renee Sykes; Vice President of IFPTE Local 21, Oakland Chapter; 250 Frank H. Ogawa Plaza,[redacted]oaklandca.gov; [redacted]

**List of Available Thursdays for Hearing Dates:** Thursday, June 20th, 2019.

**Number of Hours Estimated for Case Presentation:** 1 hour.

# Appeal

**To:** The Honorable Civil Service Board.

**From:** Michael Johnson, Program Analyst I in OFD's Medical Services Division.

**Date:** June 6th, 2019.

Good day,

This request is an attempt to have a final decision rendered on a Classification Study that has spanned more than two years as of this writing.

I first began working for the City of Oakland in January 2008 as a Policy Analyst with the Oakland City Council. In that role, I co-wrote the Oakland City ID Card Ordinance and worked with a diverse coalition to have it adopted. I also created a job fair program that reduced loitering in the Laurel District as part of efforts to rejuvenate that commercial district during the last recession. I left that position after nearly two years in order to pursue a master's degree geared toward local government (UC Davis, M.S. in Community and Regional Development). I returned to the City as a Graduate Intern in the City Administrator's Office from 2011 to 2012. In this role, I worked through the various economic, political, logistical, and financial issues of the budding City ID card program in order to implement a cost-neutral way of increasing the resilience of the most vulnerable Oaklanders (unbanked, undocumented, elderly, and transgender populations). That program is still in operation. In April 2013 I returned to the City as the Mayor's Executive Assistant (Special Assistant to the Mayor). In that role, I worked through various legal, political, community-specific, and economic issues in order to allow the Mayor to function on her highest level. In these former roles, I worked under general direction.

On August 31st, 2015, I was hired as a Program Analyst I in the Medical Services Division (EMS) of the Oakland Fire Department. From the outset, the position entailed: serving as team leader on complex projects, negotiating contracts, administering contracts, directing the translation of ideas into fundable projects, and writing and monitoring grants. All these **activities are associated with a Program Analyst III** as opposed to a Program Analyst I. I have submitted over 70 pages of supporting documentation over the years to corroborate these claims.

I am grateful to work under the general direction of a Division Manager who is an expert in emergency medicine. My colleagues have strong EMS backgrounds and we work in a small office of six people. While they coordinate EMS, I have been the person ensuring that we are able to acquire the goods and services necessary for the provision of EMS. In that capacity, **I have negotiated and executed over $1 million in contracts since 2015**. Just as I did in my previous employment with the City, I am given an end-goal and I use my education, creativity, and extensive knowledge of government to accomplish said goal. Working through sticky: legal, bureaucratic, fiscal and other administrative issues is my forte. **I am not regularly evaluated on an annual nor quarterly basis as a Program Analyst I would be; nor does the Division Manager meet regularly with me, as there has never been a need to do so.** My unsupervised work has protected City funds, eliminated and mitigated legal risks and liabilities for the City, and allowed MSD to work interdepartmentally on complex issues. **I have submitted dozens of examples** that I respectfully include as part of this packet.

I submit this request not only to have this position properly classified, but also to **continue to professionalize the division**. The City is ill-served by misclassifying this position. There is no one in MSD that has the educational and experiential background to navigate the complex and ever-changing issues that arise when **critical medical equipment and services need to be acquired.** The position demands that the incumbent be able to: negotiate contracts, interpret the legal ramifications of seemingly small policy and procedural changes, ensure compliance to local, state, and Federal guidelines, and understand how to utilize City resources and governmental processes to the Division's advantage. **There is, currently, work to be done regarding contractual and governmental compliance.** There is also work to be done to protect the City legally should issues arise. Calls for medical services make up the lion's share of calls for service for OFD, **each one of those calls could expose the City to liabilities** based upon the services and goods that have been acquired. I have been working with attorneys for years and I operate from a theoretical framework that has been refined by years in government and academia. I have created successful programs including our narcotics reverse distribution program as well as the Community CPR Program; utilizing past knowledge, resources, and connections to governmental staff in the City and County.

In summation, the proper classification of this position as a Program Analyst III should **result in savings for the City in terms of staff time, resources and City funds**. It is always difficult to calculate savings on issues that did not occur or were nipped in the bud before they escalated above and beyond the division. Proper classification of this position is a form of insurance as I would be able to take on complex issues that I do not, at this time, have the power nor the authority to rectify. In my tenure, I have successfully worked with the Fire Chief, the City Auditor, the Controller's Office, Purchasing, OPRYD, and agencies outside of the City, all under the general direction of the Division Manager. It is in the City's best interest to acknowledge and rectify this misclassification and to avoid wasting the sorely needed skillset that I bring to the Division. Without this change, the City has experts in emergency medicine and other on-the-ground issues, but no one to ensure that this isn't happening within a silo that potentially puts the City at risk. With your help, I can work across departments for the greater good of MSD, OFD, and the City at large. **My level of education exceeds the requirements even for a Program Analyst III** and has been instrumental in the creative work that I have done for MSD.

In that spirit, I submit to you the documents that I turned in to DHRM in early May of 2019. Those documents, encompassing four years, corroborate and augment what has been previously stated in this letter; they also contain documents that were submitted previously, in August of 2018. In all, they show that **I have performed and continue to perform the duties of a Program Analyst III**. I do hope that the Board allows me to continue this important and necessary work. A common refrain here is that "we aren't buying paper clips". It is accurate, the goods and services involved truly are matters of life and death for all Oaklanders. The programs and processes here demand the highest level of vigilance; a kind of vigilance that I would like to continue to provide.

I thank you for your time and consideration of this appeal.

Michael Johnson

# Appeal: Position Audit Report

**Executive Summary:**

For over two years, two analysts within DHRM have been reviewing the duties and responsibilities associated with the position that I currently hold: the position of Program Analyst I in the Medical Services Division of the Oakland Fire Department. Through meetings with me and with the Division Manager, they were able to produce a report entitled: "Final Findings – Michael Johnson 2019-04-26". However, the report contains some: inaccuracies, omissions, and at least one glaring contradiction.

It is my hope to show, section-by-section, that: this position is not supervised nor evaluated regularly, that I have been engaged in the work of a Program Analyst III since my tenure here began, that I make autonomous decisions with consequences for this division, that I regularly work with department heads, and that **I improvise solutions and limit liability for the City**. It is also my hope to show that I continue to perform the functions of a Program Analyst III despite the headwinds that I face within the Division; headwinds that are the result of the structural mismatch between the position description and the actual duties of the position.

What many do not understand about contracting and purchasing is that **it is always changing**. Technological evolution and legislative change mean that the City's boilerplate contract documents are always changing. So too, this boilerplate must be customized for vendors. In this Division, it can be properly said that, for the most part, **we are not "buying paperclips"**. Instead, we are buying: the services of a Medical Director to oversee our critical Emergency Medical Service programs; the technological equipment, services, and oversight to maintain and upgrade the City's 911 system; the Advanced Life Support equipment and the service plans to make sure that equipment remains effective; and other medical equipment and tools to support life-saving work occurring throughout the City, 24 hours per day.

So too, there are many variables that can render us unable to create or maintain contracts with these various vendors and there are still more variables that can render us unable to pay these vendors. Finally, there are various Federal, State, and local laws to which we must adhere in terms of making agreements and administering said agreements with these very important vendors. For nearly four years, I have been the point person to cobble together all of the ever-changing pieces of these puzzles in order to **execute more than $1 million in contracts for MSD**.

Whether it is: applying for grants, keeping the division updated on legislative changes [Attachment X], serving as a liaison between vendors (who themselves become acquired, merge, or otherwise internally transition) and City staff [Attachment Y], or informing the Division and outside stakeholders of the need for new or renewed contracts [Attachment Z], I handle a myriad of issues related to acquiring these critical tools and services.

Finally, I hope that I have been able to effectively convey my centrality to our contracting processes. For our complex goods and specialized services contracts, I am the only one knowledgeable enough to manage the process. In fact, I came into this division at a time when it could not create the contracts necessary to pay its vendors (for these life-saving medical goods and services). We are a far cry from that point now. I came into this position revising our EMS contracting and purchasing programs. In turn, those program revisions allowed and continue to allow this division to pay its vendors and fulfill all of its governmental contracting requirements. In properly classifying this position, I can continue to do that important work as I have always done it, automatically and autonomously. **The rest of this report is concerned with answering to some of the discrepancies found in the Position Audit Report**. With that in mind, the attachments mentioned are purely examples and evidence of my work.

**Section 1: Outline of Position Information**

Duties Performed by Incumbent:

- In this section, the report uses the words "facilitating and monitoring contracts". This is an inaccuracy as I actually **negotiate and administer contracts.** The Division Manager and the Fire Chief have been aware of this fact for quite some time. [Attachment A]

- I also review invoices and **recommend payment to vendors** [Attachment B]

- I exceed even the educational requirements for the Program Analyst III position as a Program Analyst I. The classification indicates that a Master's degree is not necessary but is desired. I hold a relevant Master's Degree as the report in question can attest.

Written procedures, guidelines, manuals and policies:

The report should also include the following as necessary resources to fulfill the duties of this position:

- Oakland Adminstrative Instructions: AI 4323-Procurement of Goods and Services, AI 150 Professional or Specialized Service Contracts.
- City of Oakland Charter, Article VIII, Fiscal Administration Sections 807 and 808; Goods and Services, Bills and Awards.
- Oakland Municipal Code Section 2.04: Purchasing System
- United States Code, Title 41-Public Contracts (full and open competition, responsible source, competitive procedures and anti-trust violations).

Supervision Exercised:

- While it is true that I do not currently supervise staff within the Division, I very often serve as Team Leader on complex projects, which also fulfills the duties of a Program Analyst III. In [Attachment C], I deal with a recent, complex contracting issue in which **I did not recommend payment** to the vendor and **prevented the waste of city funds**.

- In [Attachment D], I explain (as a **Team Leader**) to the Assistant to the Director of OFD, the City Attorney, the Division Manager of MSD, and the Executive Assistant how my independent research and autonomous decision-making authority led me to change the amount of a contract. This was done to more expeditiously create a contract to purchase life-saving medical devices.

- [Attachment E] shows my **work revising and administering an EMS Program**; Specifically, the **contractually-mandated Community CPR Program**. The Division Manager had initially provided a wish to see the program made sustainable and I did the groundwork to make it so. However, shortly after I coordinated a full revision of the program to make it sustainable, the program was assigned to another member of the staff. The program is no longer functional.
    - The specific contractual requirement to offer free CPR classes to the public can be found in our current EMS Ambulance Transport Agreement, Section 72.3(d) [Attachment F]. The only reason that Oakland is not fulfilling this contractual requirement is because of the misclassification of this position.

<u>Contacts:</u>

The following contacts should be added to this section:

- Tax Enforcement Officer II; CA Governor's OES 9-1-1 Advisor; Mayor's Special Assistant; Alameda County Supervisor Senior Constituent Liaison and Organizer; Deputy City Attorney; Director of Contracts and Compliance; Assistant Controller; City of Oakland Director of IT; City of Oakland-Purchasing, buyer and supervisor; City of Oakland-Finance, Accounting Technician; Oakland-Assistant City Clerk; and Oakland Fire Department, Assistant to the Director.

**Section 2: Analysis of Classification Request:**

- In the introduction, the report states that operating autonomously and providing lead direction to staff are important components of the Program Analyst III position. This position is not reviewed quarterly or annually. Additionally, this position attends division staff meetings on about a bi-annual basis.
- [Attachment G] shows my serving as team leader in working on the City Auditor's data request for FY 2014-2015 and FY 2015-2016. These were past-due and required intense coordination. I subsequently created a template for and wrote the budget narrative. The reports that I write go to: the Auditor, the Fire Chief, the City Administrator, and the City Council. Subsequent audits

without as much of my input have required additional staff time and extensions from the Auditor's Office.

- [Attachment H] shows my work creating a new EMS Program, the Reverse Distribution Program (for narcotics/controlled substances). I worked with several vendors, received quotes, and researched the process (and concomitant laws and regulations). From there, I selected a vendor and began coordinating reverse distributions. [Attachment I] is an email that the Division Manager sent to the Fire Chief and others; the email lists the Reverse Distribution Program as an "accomplishment". Shortly thereafter, however, a colleague sought to take the program without understanding its intricacies. Since the program requires good record-keeping and not creating complexity for the DEA, I acquiesced. That colleague then put the City at risk by not properly following protocols related to the program. Again, the EMS programs that I have created have been negatively impacted by virtue of this misclassification; the City is put at risk during these occurrences.

History and Evolution of Duties:

The report should be more specific in this section:

- For nearly two years, beginning in 2008, I served as a Public Safety Policy Analyst for the Oakland City Council. Highlights of that position include: co-writing a City ordinance that served as a national model at its time [Attachment J] and still exists today. I also created a successful model program [Attachment K]. From there, I went on to receive a Master of Science degree from UC Davis (during which time I interned in the City Administrator's Office and implemented the City ID Card in 2012 [www.oaklandcityid.com]. After that time, I served for over one year as Special Assistant to the Mayor; protecting the Mayor from liabilities and allowing her to function at her highest capacity. This was the reason I was hired by the Division Manager. At that time, the division's purchasing and contracting policies and protocols ran counter to established City protocols. As such, the Medical Director, its 911 system operator, nor the company that administers its crucial public safety databases could be paid for their work. My institutional knowledge, education and experience allowed me to: negotiate, create, monitor, and administer contracts and grants for MSD. I simply did not overstate my qualifications as implied in the report. However, if there is still some doubt, I present three more attachments for your perusal.
- [Attachment W] shows my work with the City Attorney and her staff in trying to customize a contract and resolve issues related to a particular software vendor's potential contract.

- [Attachment L] is a memo that I wrote for the Fire Chief to present to the City Administrator. The Division Manager wanted to present it to the Chief and I briefed him on it **as I am well-versed in City contracting and purchasing programs.**

- [Attachment M] shows the Division Manager under the impression that we had a contract that did not yet exist. I inform him that MSD had never had a contract for this equipment nor the services to maintain it. 34 items had to be negotiated before both the City and the vendor could proceed. I conducted those negotiations.

Depth and Breadth of Duties:

- It was good to see that the Analysts mentioned the fact that **I administer contracts**. However, this section left out the fact that **I negotiate contracts** and that I resolve vendor issues and recommend payment. In fact I **very recently** negotiated with our 911 software operator for a lower price for the 2019-2020 contracts. [Attachment N] shows that I negotiated this year and last year with this vendor to keep a set price. Any price increase would have had to have been approved by City Council processes according to the Resolution and Staff Report.

- Again, for this section; instead of "supervisor assessment" or describing what has been iterated and reiterated, it would be nice to have documentation to ascertain the validity of the Division Manager's assessments of the work related to this position.

- This section goes on to assert, later, that I do not: negotiate contracts nor develop programs, though the evidence that I have presented should dispel those ideas. It also falsely states that I am a liaison between the Division Manager and vendors. The evidence simply does not support this assertion. The proof lies largely in the fact **that I have already executed over $1 million in contracts** with very limited (and often ephemeral) involvement from the Division Manager and other staff. I include other parties on an as-needed basis.

- I revise EMS programs like the Community CPR program and the Reverse Distribution Program. I also worked on the revision of the Domestic Violence program as part of a new state mandate. Regretfully, I am not able to help us comply with this state mandate because of the status quo.

- In terms of grants: I submitted the grant to pay for the maintenance on our critical public safety equipment for two additional years (savings of about $60K) because the Division Manager asked me to work on it [Attachment O]. While the report specifies that I "am not assigned to find potential grant funds for the City", that is exactly what happened. Attachment O also makes it clear that the Division Manager did approve of my seeking this grant as I needed his sign-off on one portion of it.

- Over the years, I have also worked to augment those grant funds with grant funds for new technological purposes [Attachment P]. The report indicates that I have no direct reports, yet I am the person who writes the memos to the Chief and all council-related materials. **My agenda reports and resolutions go straight to the Council.**

- Also, the report indicates that "it is not clear" how frequently I seek approval from the Division Manager nor is it clear how expectations are communicated. Since I have been working under the most general direction, we do not meet about the position**. I am not reviewed and my work is not evaluated.** The annual employee questionnaires are the only review of my work [Attachments Q and R].

- In describing my work, the report indicates that I assist with programs and contracts and I monitor them. Yet, the report leaves open the question "**whom do I assist?"** There is no one that I am working with on this unless you count those to whom I am serving as the Team Lead.

- The report then went on to strike out much of what I actually do in my position. This runs counter to everything I have presented thus far. Here are the words that were struck out, they are important parts of this position: Directs the translation of ideas into fundable programs and projects, Develops strategies to locate funds for programs designs, negotiates and administers contracts, writes grant proposals administers grant programs, acts as program leader including the planning and implementation of programs, identifying sources of funds [Attachment S-working with City Attorney and Assistant to Director to locate funds for a contract], resolving problems and communicating with participants [Attachment T-working directly with Katano) prepares and monitors a unit budget [Attachment U - working with Assistant Controller, the Auditor and others].

**Other Considerations:**

The report mentioned misunderstandings that I do not share. I did not ask to supervise people in other departments.

It is a true shame that all of the information that I presented, including this small sampling of documents [Attachment V – sent to DHRM Analysts on 8/13/2018] over the course of this two year process did not seem truly autonomous or complex to the analysts who studied it. It is my hope that I can find a more objective audience in the Director of Personnel. However, those analysts should be commended for all of the time that they have spent on this report; though it is far from comprehensive. The Division Manager should be commended for all of the time that he put into this process as well as he is involved in a great number of important initiatives. This misclassification, besides putting the City at risk, has also been at the center of any interpersonal issues I may have experienced during my tenure here. I constantly remind myself that the issues here are structural ones. This process seemed the most appropriate way to protect and better the City by correcting such a glaring structural issue. Truly, the proper classification of this position would open the door to greater collaboration with the Division

Manager and other staff. It would show that the City wants to correct a great inefficiency and ensure that contracting, purchasing, and programming issues that occur here are not allowed to bubble up to the highest echelons of OFD and City government.

**Final Determination and Summary:**

Taken as a whole, I strongly disagree with the conclusions of the report and this is the basis of my appeal. It was my hope to rectify any misunderstandings and to take responsibility for any miscommunications that may have been due to my unfamiliarity with this DHRM process. Thank you for your time and for your objective consideration.

With Great Deference,

Signature: _____

Date: 5/8/19

Michael L. Johnson
Program Analyst
OFD-Medical Services Division.

# [Attachment A]

**From:** Johnson, Michael L
**Sent:** Thursday, February 15, 2018 4:34:17 PM
**To:** White, Darin; Robinson Pinon, Angela C; Lee, Pat; McGehee, Stewart
**Subject:** RE: Physio-Control Inc.

I am working on several prongs to help us get this paid and avoid anything punitive from the vendor. Have a great evening everyone.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Johnson, Michael L
**Sent:** Thursday, February 15, 2018 4:31 PM
**To:** White, Darin; Robinson Pinon, Angela C (ARobinsonPinon@oaklandnet.com); Lee, Pat (PLee@oaklandnet.com); McGehee, Stewart
**Subject:** FW: Physio-Control Inc.
**Importance:** High

Good afternoon.

For purposes of clarification, I would like to state that we have a Physio-Control contract that I negotiated for more than one year. These represent purchases outside of the Physio-Control Contract. It is attached for your collective convenience.

Thanks for all that you do,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**[Attachment B]**

**From:** Johnson, Michael
**Sent:** Tuesday, February 26, 2019 11:45 AM
**To:** Anderson, Linda
**Subject:** #1080320-OAKLAND FIRE DEPT ARROW-PAST DUE
**Importance:** High

Thanks again for reaching out. I have alerted the correct staff members and recommended payment on this. I will track this and make sure that these are paid. I will check in in about two weeks. Checks should be issued by then.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

**From:** Anderson, Linda [mailto:linda.anderson@teleflex.com]
**Sent:** Monday, February 25, 2019 12:14 PM
**Cc:** Johnson, Michael L
**Subject:** #1080320-OAKLAND FIRE DEPT ARROW-PAST DUE
**Importance:** High

Dear Accounts Payable,
The following invoices are past due on your Arrow account:
Copies attached for you to review. Please let me know status of payment.
We need this account current.

Payments need to be sent to:
ARROW INTERNATIONAL
PO BOX 60519
CHARLOTTE, NC 28260

Thank you
Linda

**[Attachment C]**

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandca.gov]
**Sent:** Friday, January 18, 2019 4:30 PM
**To:** Haller, Trevyn; Recknor, Tracy; Lee, Darrell R
**Cc:** McGehee, Stewart
**Subject:** FW: DS024716 OAKLAND FD PLAN SUMMARY EXP. 6-30-2021

I have been looking into the situation regarding nonpayment of Invoice #418209394 in the amount of $298.08.

I am forwarding you your email from 9/13/18 because it seems helpful for the investigation. In comparing all of the documentation, I notice that the original inventory that we sent does not match the inventory/service list that we were sent 8 months later. This could be for a number of reasons, of course.

Specifically, the attachment "DS024716...Plan Summary Exp" does not include the LP1000 with serial number 38972661 even though it is included in our inventory list; attached as "Copy of Stryker Physio…Oakland Inventory". Darrell Lee informed me that some devices may have been lost or are unable to be located/useful.

However, our original service plan quote (which undergirds the contract) specifies that this Service Agreement would cover 23 LP1000s. This quote is attached as "Oakland FD 00122529". Since the LP1000 with serial number 38972661 is unable to be located, and thus unable to be serviced, we seem to need to replace it to get back to the 23 LP1000s we agreed to have serviced. This can be accomplished by replacing said unit with the unit that was recently "discovered": the LP1000 unit with serial number 40023382.

This solution seems to allow us to maintain the current agreement with no additional charges necessary since a unit is simply being swapped out for another unit. Therefore, it seems that invoice 418209394 is invalid and no additional payment is necessary.

The only way that this charge becomes valid is if the seemingly newly added LP1000 with Serial Number 38972681 is actually a part of our service agreement. This unit appears on your latest service list, attached as "Fwd: OAKLAND FD…" but it does not appear on our original inventory list (3rd attachment) nor on our Service List attached to the contract documents.

Additionally, Darrell indicated that one of the LP1000s that is on our original inventory list, with SN 38972661 is unable to be located and may not be enjoying the servicing that other units are enjoying.

This all seems to beg for list consolidation to determine what actually may be owed. At present, we are operating from a number of different lists and we have no centralized way of determining which units are covered under the PSA. It would be helpful to have this list updated to reflect assets that are in use and covered under the agreement. I know that Darrell and Trevyn would be a great help as the experts on these devices.

I will be on vacation for the next two weeks but if this issue is not solved, I would be happy to work on it with both Darrell and Trevyn to make sure that we are operating within the constraints of the agreement.

Thanks.

Michael L. Johnson, MPA

# [Attachment D]

**From:** Robinson Pinon, Angela C
**Sent:** Monday, August 27, 2018 11:52 AM
**To:** Sotelo, Amadis; Johnson, Michael L; McGehee, Stewart
**Cc:** West, Jacquelin
**Subject:** Physio-Control Contract

Good afternoon.

Thanks for the question, Angela. This $10K discrepancy is the result of the fact that the previous amendment (Amendment 1) was not complete while this was being drafted. The $10K was applied to the 3-month stopgap. **For the sake of efficiency, the amount was changed** so as not to protract the process further.

I hope that helps.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Robinson Pinon, Angela C
**Sent:** Monday, August 27, 2018 11:52 AM
**To:** Sotelo, Amadis; Johnson, Michael L; McGehee, Stewart
**Cc:** West, Jacquelin
**Subject:** Physio-Control Contract

Good morning:

I have the Physio-Contract for Chief White's signature. However, I noticed a difference between the dollar amounts authorized in the Agreement vs. the amount stated in the Resolution. The Agreement caps spending at $402,032.48; however, the Resolution caps it at $412,032.48 — a difference of $10,000.00.

How shall this discrepancy be corrected?

Respectfully,

Angela

**A N G E L A  R O B I N S O N  P I Ñ O N** | Chief of Staff
Oakland Fire Department
150 Frank H. Ogawa, Suite 3354 | Oakland, CA 94612
Office: 510.238.4055 | Cell: 510.755.2106 | Fax: 510.238.7924 | arobinsonpinon@oaklandnet.com

**[Attachment E]**

**From:** Johnson, Michael
**Sent:** Tuesday, March 08, 2016 1:40 PM
**To:** Chin, Tracey; Lightfoot, Charlton; Buell, Linda; Richardson, John; Hookey, Perry; Zach Unger
**Subject:** Re: Community CPR/First Aid Training Availability

Good afternoon, CPR/First Aid Trainers.

I was given your names by my colleague, Perry Hookey.

We are resuming the Community CPR/First Aid program. It will now be held at Oakland Parks and Recreation Centers in: East, West, and North Oakland.
The program begins April 2nd, 2016 and will **be every first Saturday** of the month after that.

We will need two trainers each month. **Can you please send me your availability** for the following Saturday mornings this year?

**April 2nd:**

- **CPR:** Defremery Park. 1651 Adeline St. Oakland.

9:00am - 1:40pm

**May 7th:**

- **CPR:** Mosswood Park: 3612 Webster St. Oakland.

9:00am - 1:40pm

**June 4th:**

- **First Aid**: Defremery Park. 1651 Adeline St. Oakland.

9:00am - 12: 10pm

**July 2nd:**

- **CPR:** Ira Jinkins Community Center. 9175 Edes Ave. Oakland

9:00am - 1:40pm

**August 6th:**

- **CPR:** Mosswood Park: 3612 Webster St. Oakland.

9:00am - 1:40pm

**September 3rd:**

- **First Aid:** Mosswood Park. 3612 Webster St. Oakland.

9:00am - 12: 10pm

**October 1st:**

- **CPR:** Ira Jinkins Rec. Ctr. 9175 Edes Ave. Oakland.

9:00am - 1:40pm

**November 5th:**

- **CPR:** Defremery Park. 1651 Adeline St. Oakland.

9:00am - 1:40pm

**December 3rd:**

- **First Aid:** Defremery Park. 1651 Adeline St. Oakland.

9:00am - 12: 10pm

Thanks,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

# Emergency Medical Services
# Ambulance Transport Provider Amended Agreement

County of Alameda

and

Paramedics Plus, LLC

October 2013

## TABLE OF CONTENTS

## DEFINITIONS AND ACRONYMS

The following definitions and acronyms are contained in this Agreement:

| | |
|---|---|
| **5150 Call** | Services involving a patient who has been (or shall be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, Section 5150 and EMS Policies. |
| **Ambulance** | As defined pursuant to Title 13 of the California Code of Regulations, section 1100.2. A vehicle specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, and compliant with state requirements. |
| **Ambulance Strike Team(s)** | Reference description in EMSA guideline #215 |
| **ACRECC** | Alameda County Regional Emergency Communications Center |
| **Alpha Call** | A 911 call designated by County Dispatch Center as an Alpha Call based on use of the Medical Priority Dispatch System. |
| **ALS** | Advanced Life Support - paramedic level of service as defined in California Health and Safety Code, Division 2.5, § 1797.52 |
| **Arrival at Incident** | The moment the Ambulance is fully stopped at the Incident Location and Field Personnel notifies the County Dispatch Center of the arrival. |
| **AVL** | Automatic Vehicle Locator |
| **Base Hospital** | As defined in California Health and Safety Code, Division 2.5, §1797.58. The Base Hospital for Alameda County is Alameda County Medical Center, Highland Campus. |
| **BLS** | Basic Life Support - EMT level of service, as defined in California Health and Safety Code, Division 2.5, §1797.60 |
| **Board** | Alameda County Board of Supervisors |
| **Bravo Call** | A 911 call designated by County Dispatch Center as a Bravo Call based on use of the Medical Priority Dispatch System. |
| **CAD** | Computer Aided Dispatch |
| **Charlie Call** | A 911 call designated by County Dispatch Center as a Charlie Call based on use of the Medical Priority Dispatch System. |
| **Continuing Education (CE)** | As defined in the California Code of Regulations, Title 22, Chapter 11 |
| **Contractor** | Paramedics Plus, LLC |

| | |
|---|---|
| **Contracting City(ies)** | A municipality in Zone 1 that has a contract with EMS to provide its own Ambulance services in that city's exclusive operating area. |
| **County** | The County of Alameda |
| **County Dispatch Center** | The medical dispatch center designated by EMS to dispatch Contractor's Ambulances, pursuant to this Agreement. |
| **Data Collection System** | The software and hardware used to collect, store and report on information from the provision of Services, which includes the Patient Care Reports. |
| **Delta Call** | A 911 call designated by County Dispatch Center as a Delta Call based on use of the Medical Priority Dispatch System. |
| **DTMF** | Dual Tone Multi Frequency (Touch-Tone). |
| **Echo Call** | A 911 call designated by County Dispatch Center as an Echo Call (non-breathing and/or ineffective breathing) based on use of the Medical Priority Dispatch System |
| **Effective Date** | The date the Agreement is signed by the President of the Alameda County Board of Supervisors |
| **EMS** | Used in this Agreement to refer to Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency |
| **EMS Director** | The director of the Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency. |
| **EMS Medical Director** | The physician in the position of Medical Director for Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency.. |
| **EMS Policies** | Policies and procedures issued by the Alameda County Emergency Medical Services that are contained in the Alameda County Emergency Medical Services Field Manual and/or Administration Manual, which may be revised from time to time |
| **EMS website** | acgov.org/ems |
| **EMSA** | Emergency Medical Services Authority of the State of California |
| **EMT** | Emergency Medical Technician |
| **EOA** | As used in this Agreement, refers to the Exclusive Operating Area for "Services" as designated in Alameda County's approved EMS Plan, and depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES. |
| **ERZ** | Emergency Response Zone, as depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES. |

| | |
|---|---|
| **Federal** | Refers to United States Federal Government, its departments and/or agencies |
| **Field Personnel** | Contractor's paramedics and EMTs responsible for responding to 911 requests for emergency medical ground ambulance services pursuant to this Agreement |
| **Fractile** | A method of measuring data in which all applicable data are stacked in ascending order and the total number is calculated as a percentage of the total number of calls. (e.g.: a 90th percentile standard is one where 90% of the applicable Ambulance calls are answered within the response standard, while 10% take longer than the standard.) |
| **FRALS** | First Response Advanced Life Support – A fire department unit staffed and equipped with a minimum of one California State licensed and Alameda County accredited Paramedic capable of providing ALS at scenes of medical emergencies. These units are designated by the County and have an executed agreement with the County to provide service |
| **First Responder Agency(ies)** | The fire departments within the EOA, and those in Zone 1 that are under contract with the County, to provide first response to the scene of a medical emergency |
| **High-Risk PCR** | A Patient Care Record for a High-Risk patient. See EXHIBIT N - HIGH RISK PATIENT DESCRIPTION |
| **HIPAA** | Health Insurance Portability and Accountability Act of 1996 |
| **Incident Location** | The destination address or location of the patient the Ambulance is dispatched to by the County Dispatch Center |
| **Incumbent Personnel** | Those employees working for American Medical Response under contract with County for emergency ground ambulance services to the EOA on the Effective Date |
| **Key Personnel** | Contractor's personnel providing Services in the positions of a) Operations Manager (Chief Operations Officer), b) Medical Director and c) Quality Manager |
| **Labor Code** | California Labor Code |
| **LEMSA** | Local Emergency Medical Services Agency, as defined in California Health and Safety Code, Division 2.5, §1797.94 |
| **Mandatory Data Fields** | The minimum amount of information that satisfies the requirement for a completed Patient Care Report left at the receiving hospital or psychiatric facility. |
| **Medical Priority Dispatch System("MPDS")** | The system that categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response. |
| **Mutual-Aid** | Emergency ambulance service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources |

| | |
|---|---|
| **Multi-Casualty Incident ("MCI")** | A Multi-Casualty Incident (MCI) is any incident where the number of injured persons exceeds the day-to-day operating capabilities and requires additional resources and/or the distribution of patients to multiple hospitals, as defined in EMS Policies |
| **Onboard Mobile Gateway ("OMG")** | The mobile networking technology that connects and manages equipment, information and people in the field. Provides high performance, high security, wireless broadband networking for mobile applications |
| **Paramedic** | As defined in California Health and Safety Code, Division 2.5, §1797.84 |
| **PCR** | Patient Care Record, in either print or electronic form |
| **Response Time** | The time elapsed from the time a call is received by Contractor from the County Dispatch Center, until Arrival at the Incident Location by the Ambulance |
| **Required Positions** | The positions of a) Clinical/Education Staff, b) Clinical Field Supervisors, c) Operational Field Supervisors, and d) Analyst, for which Contractor is required to have individual employees while providing Services |
| **Quality Improvement** | As defined in the California Code of Regulations, Title 22, Chapter 12 and EMSA #166: EMS System Quality Improvement Guidelines |
| **State** | The State of California, its departments and/or agencies |
| **Service Start Date** | 12:00 am on the date Contractor begins providing Services |
| **Services** | Contractor's provision of 911 emergency medical ground ambulance response and transportation at an Advanced Life Support (ALS) level of service, and where specified in this Agreement, Basic Life Support (BLS); and, obligations as required by this Agreement and in accordance with EMS Policy |
| **Service Vehicles** | Contractor's vehicles used in the provision of Services, including but not limited to, Ambulances and Supervisor Vehicles. |
| **Subarea** | Designations within an Emergency Response Zone of Metro/Urban, Suburban/Rural and Wilderness, as depicted in EXHIBIT B - DEPICTION AND DEFINITION OF SUBAREAS. |
| **Supervisor(s)** | Clinical Field Supervisors and Operational Field Supervisors |
| **Supervisor Vehicles** | A vehicle, other than an ambulance, driven by a Supervisor and equipped for emergency medical response |
| **User Fees** | Charges to patients and/or insurance providers, including Medicare and Medi-Cal for Services provided by Contractor. |

This Agreement ("Agreement") is by and between the County of Alameda, herein referred to as County, and Paramedics Plus, LLC., herein referred to as Contractor, and shall be effective the date this Agreement is signed by the president of the Alameda County Board of Supervisors ("Effective Date").

This Agreement is for the provision of 911 emergency medical ground ambulance response and transportation at an Advanced Life Support ("ALS") level of service, and where specified in this Agreement, Basic Life Support ("BLS") level of service ("Services") for a five year period, commencing **November 1, 2011**("Service Start Date") and continuing through **October 31, 2016**, with an option to extend for an additional five (5) year period at County's sole discretion. The County shall provide Contractor with written notice of its intent to extend this Agreement at least twelve (12) months prior to the scheduled end of the term of the Agreement.

Pursuant to section 123 (Modification of Agreement), the original Agreement is hereby amended and superseded by this written document, signed by authorized representatives of the parties.

## RECITALS OF AUTHORITY

**Whereas,** Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the Local Emergency Medical Services Agency ("LEMSA") to create Exclusive Operating Areas ("EOA"); and,

**Whereas**, Alameda County Emergency Medical Services ("EMS") is the designated LEMSA; and,

**Whereas,** EMS has created an EOA; and,

**Whereas**, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Alameda has designated the LEMSA to develop a written agreement with a qualified paramedic service provider to provide Services, and participate in the advanced life support program in Alameda County; and,

**Whereas**, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and,

**Whereas,** the County engaged in a fair competitive process in accordance with State law and County policy; and,

**Whereas,** on April 27, 2010 at its regular meeting, the Alameda County Board of Supervisors determined that Paramedic Plus, LLC. had submitted the proposal that best serves the overall interests of the County and attained the highest over-all point score; and,

**Whereas**, County and Contractor desire to enter into a performance-based agreement for provision of Services in accordance with this Agreement;

**NOW, THEREFORE,** the parties agree to the following terms and conditions:

## SCOPE OF WORK

**1. Services**

1.1 Contractor shall provide Services, as requested by the County Dispatch Center, and in accordance with this Agreement and the Contractor's proposal, which is attached hereto as Exhibit O (Appendices 1-56 incorporated by reference, but not attached) and incorporated herein by this reference, except that in the case of any conflicting provisions the terms of this Agreement shall control over the terms of the Proposal.

1.2 Contractor shall provide Services in accordance with the requirements of California State Health and Safety Code, Division 2.5, Sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and any amendments or revisions thereof.

1.3 Contractor shall employ all resources necessary to achieve the Response Times and all other required performance.

1.4 Contractor agrees to increase resources at its sole expense to meet any increase in needs or demands for Services.

**2. Service Area/Emergency Response Zones**

2.1 Contractor shall provide Services within the EOA, as designated in County's Emergency Medical Services Plan and approved by the State Emergency Medical

Services Authority ("EMSA"), as defined in California Health and Safety Code, Division 2.5, §1797.85.

2.2 Services shall be provided to all areas within the EOA and as otherwise required by this Agreement. A map of the EOA, divided into specific Emergency Response Zones ("ERZ") is attached as EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.

## 3. Services/Standards

3.1 Contractor shall provide Services 24 hours per day, 7 days per week, 52 weeks per year without interruption, for the full term of the Agreement. Services shall be provided without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay

3.2 Contractor shall be the exclusive911 medical ground Ambulance provider authorized by the County in the EOA and all calls for Services originating in the EOA shall be referred to Contractor, with the exception of Mutual-Aid and disaster response.

3.3 Contractor shall work cooperatively with the EMS Director, the EMS Medical Director, and other County staff and agencies to fulfill the terms and conditions of this Agreement.

3.4 Contractor shall attain accreditation by the Commission on Accreditation of Ambulance Services (“CAAS”) within eighteen (18) months of the Service Start Date. The Contractor shall thereafter maintain accreditation throughout the term of the Agreement.

## 4. Assistance to Other County EOAs/Expansion of the EOA

4.1 Contractor shall, to the best of its ability, assist in servicing any other exclusive operating area within the County, if requested to do so by the EMS Director.

4.2 If the EOA expands to include Alameda, Berkeley or Piedmont, Contractor shall extend its service area at no cost to the city or County. The no cost extension shall not apply to the City of Albany unless it is added to the EOA in conjunction with, or following, the addition of the City of Berkeley.

4.3 The Contractor, the EMS Director, and city representatives shall collaborate on a transition plan for the expansion of the EOA, consistent with this Agreement.

**5. Location of Contractor's Offices**

Contractor shall maintain one or more offices for operations within Alameda County during the term of this Agreement.

**6. Transition**

6.1 At 12:00 AM on the date following the last day of services provided by the current service provider Contractor shall begin providing Services ("Service Start Date").

6.2 Beginning on the Effective Date, Contractor shall devote time and resources to be fully prepared for becoming the Ambulance transport provider on the Service Start Date. Contractor shall meet all milestones and requirements as set forth in EXHIBIT K - TRANSITION PLAN, which may be amended by mutual agreement of the parties.

6.3 All Ambulances and Supervisor Vehicles shall be inspected by EMS prior to the Services Start Date, and as described in EXHIBIT K - TRANSITION PLAN.

## DISPATCH

**7.** Alameda County **Regional Emergency Communications Center**

Contractor's Ambulances shall be dispatched by the County Dispatch Center, which is operated by Alameda County Regional Emergency Communications Center ("ACRECC").

**8. ACRECC Agreement**

8.1 Contractor shall make a good faith effort to enter into an agreement with ACRECC for dispatch services for the same length of time as this Agreement, including any extensions.

8.2 If Contractor and ACRECC are unable to enter into an agreement for dispatch services, Contractor shall establish its own dispatch services or enter into an agreement with another entity to provide dispatch services for this Agreement under terms that are mutually acceptable to County and Contractor. If Contractor and ACRECC are unable to reach agreement in sufficient time for the commencement of Services, this Agreement shall be amended to reflect mutually agreed upon alternative dispatch arrangements.

8.3 Dispatch services shall include: a) EMS call intake functions, b) call prioritization and c) pre-arrival instructions according to Medical Priority Dispatch System ("MPDS") protocols developed in collaboration with the County EMS Medical Director.

9. **Deployment Supervisor at Dispatch Center**

9.1 Contractor shall staff a Deployment Supervisor at the County Dispatch Center 24 hours a day, seven (7) days a week. This position shall be responsible for coordinating Supervisors and Field Personnel, and monitoring the deployment of Ambulances and Supervisor Vehicles in the field for optimal Response Times.

9.2 The Deployment Supervisor shall work collaboratively with County Dispatch Center to: a) assist with training, b) identify improvement areas, and c) facilitate a positive and productive working relationship between County Dispatch Center personnel and Field Personnel.

10. **County Computer Aided Dispatch System**

10.1 Contractor shall pay for any modifications to the County Dispatch Center Computer Aided Dispatch ("CAD") system necessary to effectively monitor, deploy, redeploy its Ambulances, and provide Services.

10.2 Contractor shall provide as needed additional computer servers, workstations, and employee training to County staff.

**11. CAD Data**

Contractor shall ensure that the County has immediate access to all EMS related data maintained by the CAD system at ACRECC.

## COMMUNICATIONS

**12. Radio Equipment**

12.1 Contractor shall work with County and the Federal Communications Commission ("FCC") to enable Contractor to effectively receive communications as directed by the County Dispatch Center.

12.2 Contractor shall work with County and the FCC to enable Contractor to effectively utilize the County's radio infrastructure to communicate with the County Dispatch Center and First Responder Agencies.

12.3 Contractor shall equip each Ambulance and Supervisor Vehicle with an Onboard Mobile Gateway ("OMG") which shall provide wireless access to CAD and billing system data.

12.4 Contractor shall equip and maintain each Ambulance and Supervisor Vehicle with communications equipment as set forth in EXHIBIT E - COMMUNICATIONS EQUIPMENT, which may be changed from time to time.

## RESPONSE TIME REQUIREMENTS

### 13. Response Time Performance and Measurement

13.1 Contractor is solely responsible for Service Start Date performance:

a. Response Time standards for Charlie, Delta and Echo ambulance responses shall be in effect on the Service Start Date.

b. Response Time standards for Alpha and Bravo responses shall be in effect on the Service Start Date, however, fines shall not be assessed for six months after the Service Start Date.

13.2 The County Dispatch Center shall classify and assign calls as Alpha, Bravo, Charlie, Delta, and Echo, by Medical Priority Dispatch System ("MPDS").

13.3 Responding Field Personnel shall be notified by the County Dispatch Center of the MPDS designation via pager, cellular phone or other portable handheld device capable of receiving emergency response data from the ACRECC paging system.

13.4 Any Mutual-Aid call originating outside the EOA shall not be counted in the total number of calls used to determine Response Time compliance.

### 14. Response Time Accountability

14.1 Contractor's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using Fractile Response Time measurements.

14.2 Contractor's Response Time for Services in the EOA shall meet the requirements contained in EXHIBIT F - RESPONSE TIME REQUIREMENTS AND FINES (Table A, PERSONNEL AND RESPONSE TIME REQUIREMENTS) with 90% compliance.

14.3 Contractor shall be assessed fines if Response Time compliance falls below 90%, as set forth in Exhibit F -RESPONSE TIME REQUIREMENTS AND FINES (Table B, RESPONSE TIME FINES BY CATEGORY AND COMPLIANCE.)

14.4 Response Times for Zones and Subareas with low call volume (less than 100 calls per month) shall be calculated each time the Contractor has responded to 100 calls for that particular Zone and Subarea. For each Zone and Subarea, 90th percentile compliance will be combined for Echo and Delta. Echo and Delta response time standards are contained in Table A - Personnel and Response Time Requirements.

## 15. Response Time Measurement Methodology

15.1 Response Time shall be measured in minutes and integer (whole) seconds from the time the call is received by Contractor from the County Dispatch Center until arrival at the Incident Location by the Ambulance, or until the call is cancelled by a public safety agency or County Dispatch Center.

15.2 Determination of Response Times depends on the location of the incident with respect to the Emergency Response Zone ("ERZ"), depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.

15.3 Each ERZ may be comprised of one or more of three (3) Sub-areas, which are described in EXHIBIT B -DEPICTION AND DEFINITION OF SUB-AREAS.

15.4 In situations where the Ambulance has responded to a location other than the Incident Location (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or where rugged terrain precludes access), Arrival at Incident shall be the time the Ambulance arrives at the designated staging location or the nearest public access point to the patient's location.

15.5 All of the following times shall be tracked:

a. Time call received at the County Dispatch Center (provided by County Dispatch Center)

b. Time call answered at the County Dispatch Center (provided by County Dispatch Center)

c. Time location verified (provided by County Dispatch Center)

d. Time call received by the Contractor from the County Dispatch Center

e. Time unit enroute to the call

f. Arrival at Incident time (vehicle stopped)

g. Time arrival at patient

h. Time Ambulance departs scene

i. Time Ambulance arrives at the receiving hospital or psychiatric facility

j. Time Field Personnel transfers care of the patient to receiving hospital or psychiatric facility personnel

k. Time Ambulance departs the receiving hospital or psychiatric facility

15.6 The Contractor may be required to log additional times by the EMS Medical Director such as times of defibrillation, administration of treatments and medications, and other instances deemed important for clinical monitoring and research activities.

## 16. Calculating Response Times

16.1 Contractor must synchronize its mission-critical clocks (e.g.: Prank cardiac monitor), daily with the County Dispatch Center's clock, so all reports accurately reflect County Dispatch Center times.

16.2 Contractor's Response Times shall be calculated on a monthly basis for reporting purposes using Fractile Response Time measurement.

16.3 Contractor must be in compliance with all Response Times within all Emergency Response Zones and Subareas at all times for any consecutive 30-day period or Contractor shall be penalized, as set forth in this Agreement. The County shall periodically perform audits of Response Times for a randomly selected consecutive 30-day period in addition to any other reporting requirements under this Agreement.

## 17. Calculating Changes in Call Priority

### 17.1 Upgrades

If an assignment is upgraded prior to the Arrival at Incident of the Ambulance (e.g. from a Charlie to Delta), Contractor's compliance and fines shall be calculated based on the shorter of:

- Time elapsed from dispatch to time of upgrade plus the higher priority Response Time standard, or,
- The lower priority Response Time standard.

### 17.2 Downgrades

If a call is downgraded, prior to arrival on scene of the Ambulance (e.g. from a Delta to a Charlie), Contractor's compliance and fines shall be determined by:

a. If the time of the downgrade occurs after the emergency ambulance has exceeded the higher priority Response Time standard, the higher priority Response Time standard shall apply; or,

b. If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority Response Time standard, the lower priority Response Time standard shall apply.

c. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the County, the longer standard shall apply.

### 17.3 Reassignment Enroute

If an Ambulance is reassigned en-route or turned around prior to Arrival at Incident Location (e.g., to respond to a higher priority request), compliance and fines shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock shall not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

## 18. Canceled Calls

If a call is canceled prior to the Ambulance's Arrival at Incident, the compliance and fines shall be calculated based on the elapsed time from dispatch to the time the call was canceled.

## 19. Each Incident Separate Response

19.1 Each incident shall be counted as a single response regardless of the number of units that are utilized. The Response Time of the Contractor's first arriving Ambulance shall be used to compute Contractors Response Time for that incident.

19.2 When Contractor requests a Mutual-Aid response from one of the transporting fire departments in Zone 1, Contractor remains responsible for the Response Time to the incident.

## 20. 5150 Response

20.1 5150 Responses within the EOA

a. Contractor shall respond ALS level personnel to 5150 Calls dispatched as an Echo, Delta, or Charlie. If the patient does not require medical clearance at an emergency department, the ALS Ambulance can request that a BLS Ambulance transport to the appropriate psychiatric facility in accordance with EMS Policies regarding psychiatric patient care.

b. Contractor may respond BLS level personnel to 5150 calls dispatched as Alpha or Bravo.

20.2 5150 Responses into Zone 1**:**

a. Contractor may respond a BLS transport unit into Zone 1 for 5150 Calls if the call was initially dispatched as an Alpha or Bravo call by the County Dispatch Center.

b. Contractor may respond a BLS unit into Zone 1 for 5150 calls initially dispatched as Echo, Delta, or Charlie, following medical clearance by Zone 1 paramedics. The request must be made through the County Dispatch Center via 911 and in accordance with EMS Policies.

c. Response Times for 5150 Calls in Zone 1 are to be included in the Contractor's Response Time performance calculation.

## 21. Response Time Performance Report

21.1 Contractor shall submit a monthly Response Time Performance report in accordance with due dates established by County.

21.2 Every request from the County Dispatch Center originating within the EOA and those 5150 calls originating in Zone 1 shall be included in Contractor's monthly calculation of performance to determine compliance with Response Time standards, except as otherwise provided in this Agreement.

21.3 Contractor is required to meet the specified Response Time standards; therefore, Contractor shall maintain mechanisms for expansion of response capacity should a system overload occur.

21.4 The mechanisms for expansion of capacity shall be in a written plan and submitted for approval to EMS.

**22. Response Time Late Response Exemptions ("Exemption")**

22.1 Contractor may request that a late response be excluded from the calculation of Response Time standards ("an Exemption"), if that call falls into one of the following categories:

a. A declared Multi-Casualty Incident ("MCI") or disaster that the EMS Director determines has had a material impact on Contractor's resources.

b. There was a delay because information relayed by the County Dispatch Center was substantially incorrect so as to prohibit timely arrival at the call.

22.2 A request for an Exemption must be in writing, and received by the EMS Director within ten (10) calendar days following the end of the month in which the event occurred. The request must include performance reports for the month in which the incident occurred and written documentation supporting the request.

22.3 Response Time Exemptions may be granted by the County on a per call basis, following review and investigation by the County.

22.4 Calls that are approved as an Exemption shall not be included in the calculations for Response Time compliance.

## STAFFING REQUIREMENTS

**23. Ambulance Staffing Requirements**

23.1 Contractor shall staff, at a minimum, one (1) Paramedic and one (1) EMT for all Ambulances responding to Charlie, Delta and Echo calls, and calls the County Dispatch Center determines an ALS response is appropriate

23.2 Contractor shall staff, at a minimum, two (2) EMTs for all Ambulances responding to Alpha and Bravo calls, or multi-unit responses, or calls the County Dispatch Center determines a BLS response is appropriate.

## 24. Work Schedules

24.1 **24-hour Shifts:**

a. Contractor's employees assigned to 24-hour shifts shall not work more than 24consecutive hours without a minimum of twelve hours off-duty.

b. An employee may complete a call that was in progress prior to the 24-hour limit; however, that employee shall not be dispatched to an additional call. The total hours worked shall not exceed twenty-six (26) consecutive hours.

c. Contractor shall monitor the workload for all 24-hour shifts and send a report to the EMS Director monthly. If the workload trend shows that Field Personnel are not afforded at least a 4-hour uninterrupted break during the 24-hour shift, on a consistent basis for greater than three (3) months, Contractor shall work with the County to identify alternatives, including changes to shift lengths.

24.2 **Less than 24-hour Shifts:**

a. Contractor’s employees assigned to less than 24-hour shifts shall not work more than 18 consecutive hours without a minimum of twelve hours off-duty.

b. An employee may complete a call that was in progress prior to the 18-hour limit; however, that employee shall not be dispatched to an additional call. The total hours worked shall not exceed twenty (20) consecutive hours.

## 25. Personnel Licensure/Certification/Training Requirements

25.1 Field Personnel performing Services under the Agreement shallot all times be appropriately certified and/or licensed to practice in the State of California and in the case of Paramedics, accredited in Alameda County.

25.2 Contractor shall, at all times, retain electronic copies of current licenses, certifications, and training documentation for Field Personnel performing Services.

## TRANSPORT REQUIREMENT

### 26. Destination

Patients shall be transported in accordance with EMS Policies, as may be amended from time to time.

### 27. Influence on Destination

Field Personnel shall not attempt to influence a patient's destination selection other than as set forth in the EMS Transport Guidelines Policy.

### 28. Air Ambulance Agreements

County may enter into separate transport agreements with Air Ambulance providers. Notwithstanding any other provision of this Agreement, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient, as defined in EMS Policies.

## MULTI-CASUALTY INCIDENT/DISASTER RESPONSE

### 29. Multi-Casualty Incident/Disaster Response

29.1 Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI"), in accordance with the EMS Policies.

29.2 Contractor shall assign a Field or Dispatch Manager/Supervisor to the Operational Area Emergency Operations Center ("EOC") - Medical Health Branch (when activated) as a liaison to work closely with the Medical Health Operational Area Coordinator ("MHOAC").

29.3 If County directs Contractor to respond to a disaster in a neighboring jurisdiction, fines for Response Times may be suspended, but only if authorized by the EMS Director. Contractor shall use its best efforts to maintain primary emergency services and may suspend non-emergency services as required.

29.4 Within one (1) year following the Effective Date of this Agreement, Contractor shall submit to the EMS Director for review, an Emergency Operation Plan ("EOP") for its internal response and recovery in the event of a disaster. In the event of a disaster, Contractor shall follow the County's disaster plan and it's EOP.

29.5 When Contractor is notified that disaster or MCI assistance is no longer required, Contractor shall resume Response Time requirements in a timely manner.

## 30. Disaster Response Vehicle/Equipment

30.1 Contractor shall house, maintain, manage and staff any Disaster Ambulance Support Unit ("DASU") issued to County by EMSA for disaster responses. ADASU may not be used by Contractor without the specific permission of and at the direction of County.

30.2 Contractor shall maintain the State-issued DASU in good working order, in accordance with EMS Policies and in accordance with the vehicle and equipment maintenance requirements set forth in this Agreement, for immediate disaster deployment.

30.3 Contractor shall also house and maintain the County's EMS Disaster Trailers in accordance with EMS Policies and in accordance with the vehicle and equipment maintenance requirements set forth in this Agreement. Contractor shall not use the EMS Disaster Trailers, unless directed to do so by the County Dispatch Center.

30.4 Contractor shall also provide an additional two trailers to further augment MCI and disaster response within Alameda County, which shall be maintained in the same manner.

## 31. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff, including, but not limited to the County Dispatch Center and the County's EOC during MCIs, disaster responses, hazardous materials incidents and other unusual occurrences.

## 32. Ambulance Strike Team

32.1 Contractor's Ambulance Strike Team ("AST") shall at all times be staffed, equipped, and trained to respond to a disaster Mutual-Aid request at County's direction and in accordance with the EMSA AST Guidelines. Contractor shall ensure that AST members and AST leaders have been appropriately trained by an EMSA-approved trainer.

32.2 The Contractor shall ensure that an AST is available to respond to disaster requests from EMSA.

32.3 Contractor shall notify EMS prior to deployment of any AST.

## 33. Interagency Training for Exercises/Drills

Contractor shall participate in County-sanctioned exercises, disaster drills, and interagency training.

## 34. Mutual-Aid Requirements

### 34.1 State or Federal Mutual-Aid requests

Contractor shall respond to requests for Mutual-Aid made by State or Federal agencies, if directed to do so by the EMS Director.

### 34.2 In-County Mutual-Aid requests

a. Contractor shall use its best efforts to enter into Mutual-Aid agreements with municipalities in Zone 1, or other areas where Mutual-Aid is provided on a regular basis.

b. Any executed agreements between Contractor and a municipality in Zone 1 for Mutual-Aid shall be sent to the EMS Director within 45 calendar days of execution.

c. If Contractor is unable to enter into an agreement for Mutual-Aid in any municipality, Contractor shall notify the EMS Director.

d. Contractor shall respond to Mutual-Aid requests from other Alameda County agencies within Alameda County according to prior written agreements with those agencies.

e. Contractor shall document the number and nature of all Mutual-Aid responses it requests or provides.

34.3 **Stand-By Service**

a. Upon request by a public safety agency within Alameda County, Contractor shall provide, at no charge to County or to the requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by the County Dispatch Center.

b. An Ambulance and its Field Personnel placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by.

c. Stand-by periods exceeding eight (8) hours shall require the approval of the EMS Director.

## VEHICLES AND EQUIPMENT

### 35. Ambulances

35.1 All Ambulances shall meet the following specifications:

a. 2010 EPA diesel and State of California emission standards

b. Title 13, California Code of Regulations

c. California Vehicle Code.

35.2 Contractor, at its sole expense, shall acquire and maintain Service Vehicles and on-board medical supplies and equipment, to be used to perform Services.

35.3 Vehicle Markings

a. Emergency vehicles, including Ambulances and Supervisor's Vehicles, shall be marked as required by the National Fire Protection Agency (NFPA) Standard 1901 (2009) that includes reflective chevron markings on the rear and a reflective stripe on the side panels.

b. Services Vehicles shall display the following signage, on both sides:

- "Alameda County Emergency Medical Services" in at least four (4) inch letters,
- Level of service (e.g., "Paramedic Unit")
- "911" emergency telephone number
- Contractor's name
- CAAS logo once accreditation has been acquired

c. No Service Vehicle shall display any other writing unless approved by the County, other than vehicle identification.

d. Contractor shall obtain EMS approval of the overall design, color, and lettering used for Service Vehicles. Contractor shall, within ten (10) calendar days of County's request, change any non-approved design, color or lettering.

## 36. Equipment

36.1 Contractor shall have sole responsibility and bear all expense for all equipment necessary to provide Service. All on-board equipment, medical supplies and personal communications equipment used by Contractor shall meet or exceed the minimum requirements of the EMS Policies and this Agreement.

36.2 Contractor shall have and submit to County no later than the Service Start Date, policies regarding the acquisition, stocking and security of controlled substances carried on Service Vehicles.

36.3 Equipment and supply requirements may be modified with the approval of the EMS Director, including modifications due to changes in technology.

36.4 The County may inspect Service Vehicles at any time without prior notice.

36.5 Failure to meet minimum in-service equipment/supply requirements:

a. If any Service Vehicle fails to meet the requirements, as contained in EMS Polices, the County may fine Contractor.

b. In addition to any fines, if the EMS Director determines that the failure to meet requirements is critical, the Service Vehicle shall be removed from service until the non-compliance is corrected.

## 37. Vehicle and Equipment Maintenance

37.1 Contractor shall maintain all Service Vehicles in good working order consistent with the manufacturer's specifications.

37.2 Contractor shall maintain and provide to County on demand a listing of all Service Vehicles, including reserve vehicles. The information for each vehicle shall include the license number, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide Services shall be reported to County within thirty (30) calendar days of any change, sale, transfer or purchase.

37.3 For each Service Vehicle, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Records shall be made available for inspection by County upon request of the EMS Director.

37.4 Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

37.5 Contractor shall ensure an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high-performance Ambulance service by: a) utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances, b) developing and implementing standardized maintenance practices, and c) incorporating an automated or manual maintenance program record keeping system.

37.6 Contractor shall replace or remount ambulances on a five-year, 250,000-mile schedule, unless otherwise agreed to by Contractor and County.

37.7 All Service Vehicles, and any equipment that has a defect, including insignificant but visible cosmetic damage, shall be removed from service for repair without delay, and in no event in less than twelve hours after a request from the EMS Director.

37.8 Contractor shall comply with or exceed the maintenance standards established by the CAAS, as may be amended from time-to-time.

37.9 Contractor shall maintain all bio-medical equipment in accordance with manufacture's recommendations, as well as applicable standards established by the Joint Commission on Accreditation of Health Care Organizations, which may be updated annually.

37.10 Contractor shall install and maintain Automatic Vehicle Locator ("AVL") devices on all Service Vehicles. The AVL system shall be compatible and interface with the County Dispatch Center's software.

## ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM

### 38. Patient Care Reports

38.1 Contractor shall use Patient Care Reports ("PCR") for patient documentation on all calls, including:

a. patient contacts;

b. canceled calls; and,

c. non-transports, with the exception of refusal of service and disaster response, pursuant to EMS Policies.

38.2 The PCR shall clearly identify any instance where two or more patients are transported in the same Ambulance.

### 39. Data Collection System for Patient Care Reports

39.1 Contractor shall work with EMS to create and use a single, uniform PCR and Data Collection System that includes, but is not limited to:

a. Ease of use

b. NEMSIS (National EMS Information System) and CEMSIS (California EMS Information System) compliant

c. EMS dataset, which may be amended from time to time

d. Ease of modifying dataset

e. Ease of describing Graphical User Interface and input methods

f. Compatible equipment/ platforms

g. Integration with CAD

h. Information validation

i. Potential for integration with other information systems including, but not limited to, Fire RMS (Records Management System)

j. Regime for version updates

k. Available technical support

l. Potential for integration with hospital information systems

m. Back-end data querying, report writing, raw data access

n. An effective, validated process to evaluate retention of PCRs

39.2 Contractor and County shall update, as needed, the PCR system, including but not limited to updates to allow:

a. Additional data fields on the PCR

b. EMS system data collection,

c. The preparation of reports; and

d. Software versions.

39.3 Contractor shall provide, at its sole expense, to EMS all hardware and software necessary for reviewing and monitoring the PCR. Contractor shall, at its sole expense, also provide a PCR reader or viewer to receiving hospitals.

39.4 Contractor shall use software in the PCR and Data Collection System to allow real-time access in the format specified by EMS. The software shall also provide detailed operations, clinical, and administrative data in a manner that facilitates retrospective analysis.

39.5 Contractor shall ensure its employees are trained on the Data Collection System.

39.6 Contractor shall provide PCR software, training, and mobile computers for each FRALS unit, including Contracting Cities in Zone 1, as set forth in EXHIBIT M - FIRST RESPONDER SUPPORT.

39.7 Contractor shall provide upgrades to software and hardware as needed to maintain compatibility with PCR users, including EMS and receiving hospitals.

### 40. PCR Delivery to Receiving Hospitals or Psychiatric Facilities

100% of PCRs shall be provided to receiving hospitals and psychiatric facilities prior to departure of Field Personnel. Contractor shall be fined if PCR compliance falls below 90%.

40.1 For every patient transported, especially High-Risk patients (EXHIBIT N - HIGH RISK PATIENT DESCRIPTION), a complete, print-copy of there is to be left at the receiving hospital and/or psychiatric facility prior to Field Personnel leaving. Access to an electronic copy of the PCR by the hospital or psychiatric facility shall not substitute for leaving a printed copy, unless authorized in writing by the EMS Director.

40.2 In the event Field Personnel are unable to complete the PCR prior to leaving the receiving hospital or psychiatric facility he/she shall:

a. Leave a print-copy of the PCR with Mandatory Data Fields completed, as described in EXHIBIT I- MANDATORY DATA FIELD REQUIREMENTS); and,

b. Deliver a fully completed PCR within 24 hours of the time Field Personnel left the hospital/facility for that patient.

## MEDICAL OVERSIGHT

### 41. Medical Protocols

41.1 Contractor shall comply with medical protocols, online medical control, and other requirements as established by the EMS Medical Director, and/or provided by the County (e.g.: Base Hospital services, authority to perform certain medical interventions, etc.).

41.2 Contractor shall document compliance with system medical protocols required by EMS Policies and the State of California.

### 42. Medical Review/Audits

If requested by the EMS Medical Director, Contractor's employees shall attend medical reviews and/or audits.

## PERSONNEL

### 43. Treatment of Incumbent Workforce

43.1 Contractor shall offer employment in substantially similar positions to all 911 Incumbent Personnel, who are qualified, insurable, and pass drug testing and criminal background checks. This provision shall become invalid six (6) months after the Service Start Date. This provision does not apply to dispatchers, billing staff or senior management positions.

43.2 Contractor shall also offer to those employees currently working in the Alameda County *BLS Interfacility Transport Division* of American Medical Response on the Effective Date, preferential hiring in available positions to those who are qualified, insurable, and pass drug testing and criminal background checks (e.g.: where there are equally qualified applicants for an open position, current Alameda County AMR employees shall be given preference.) This provision shall become invalid six (6) months after the Service Start Date.

43.3 Incumbent Personnel hired by Contractor shall retain their original hiring date for seniority status for bidding shifts, partners, or other assignments, as permitted by any applicable labor agreement.

43.4 Contractor shall provide a wage and benefit program which is, at a minimum, comparable to the program provided to Incumbent Personnel on the Effective Date. Contractor shall honor labor agreements in effect as of January 1, 2010 regarding wage increases.

### 44. Character/Competence/Professionalism

44.1 Contractor shall ensure that all employees, agents and subcontractors conduct themselves in a professional and courteous manner. Contractor shall address and correct any departure from this standard of conduct.

44.2 Contractor's employees, agents and subcontractors shall, at all times when providing Services, be competent and hold valid licenses, including, but not limited to, a California driver's license and, certificates, accreditations and permits, as may be required for each position.

44.3 Contractor shall perform criminal background checks, pre-employment drug testing and confirm possession of a required license, certificates, accreditations, and permits for all employees, including Incumbent Employees.

## 45. Internal Health and Safety Programs

45.1 Contractor shall establish and maintain programs to enhance the safety and health of the work force. These shall include but are not limited to:
a) driver training, b) safety, and c) risk management training.

45.2 Contractor shall provide adequate personal protective equipment ("PPE") to employees, including universal precautions for routine care, and personal protective gear to employees working in hazardous environments, rescue operations, motor vehicle accidents, etc.

45.3 Contractor shall establish a critical incident management plan, which includes an ongoing stress reduction program for its employees. The plan shall also include access to trained, experienced professional counselors. Plans for these programs shall be submitted to the EMS Director for review.

45.4 Contractor shall make health screening and all currently recommended immunizations available at no cost to its Field Personnel, make-ready staff (individual preparing ambulances for deployment), and mechanics providing Services.

## 46. Personnel Training

Contractor shall ensure that Field Personnel performing Services meet all training requirements as required in EMS Policies, as may be amended from time to time. Currently applicable paramedic training requirements are set forth in EXHIBIT G, PARAMEDIC TRAINING REQUIREMENTS.

## 47. Continuing Education Program

47.1 Contractor shall apply for and maintain approval as an approved Continuing Education ("CE") provider in Alameda County. All in-service programs offered for CE credit must comply with Title 22 - Chapter 11 and EMS Policies.

47.2 Contractor shall develop and provide in-house CE training programs designed to meet State licensure/certification requirements and/or County accreditation requirements, at no cost to employees.

47.3 Contractor shall provide CE programs with educational content to address Alameda County needs. The EMS Medical Director may mandate specific CE programs and content requirements. County personnel may review and audit any CE programs offered by the Contractor.

47.4 Contractor shall coordinate and make available CE programs to fire department personnel in contracting cities, as may be arranged with the individual agencies. Contractor may also make CE programs available to other entities.

## 48. Workforce Engagement

48.1 Contractor shall provide to all Field Personnel an identification card that shall be worn and visible; including a recent picture and that includes, at a minimum, the employee's:

a. First name, last initial

b. Title (EMT or Paramedic)

c. Certification or license number

d. Company name

48.2 Contractor shall develop a two-way communication process between front-line employees and the leadership team.

48.3 Contractor shall have a mechanism for: a) encouraging, b) gathering, c) providing feedback on and, d) acting on employee improvement suggestions.

48.4 Contractor shall develop methods for providing system and individual performance feedback to employees.

48.5 Contractor shall have a process for involving front-line employees in quality and performance improvement projects.

48.6 Contractor shall track credentialing requirements for all EMTs, Paramedics, and Supervisors providing Services, including Contractor's employees working in the County Dispatch Center.

48.7 Contractor shall develop a career ladder and professional development process for employees, including a succession plan for Key Personnel.

48.8 Contractor shall collaborate with fire departments in the County to create a career ladder for Paramedics, internships and field orientation.

48.9 Contractor shall use experienced clinicians to train, mentor, monitor, and assist less experienced Paramedics and EMTs in the field.

48.10 Contractor shall make efforts to have diversity in the workforce, including the level of diversity in alignment with the community. Part of this effort shall include a targeted recruitment plan approved by the EMS Director no later than eight months prior to Service Start Date.

48.11 Contractor shall develop practices and policies designed to promote workforce harmony and prevent discrimination, including discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.

## 49. Key Personnel and Required Positions

49.1 Contractor shall have an identified person authorized and capable to act on behalf of the Contractor in operational matters available at all times.

49.2 Contractor's **Key Personnel** are as follows:

a. **Operations Manager (Chief Operations Officer):** Contractor shall provide a full-time Operations Manager to oversee and be responsible for the provision of Services. This person shall have prior experience managing a large, high-performance emergency medical system. This individual shall be responsible for ensuring that all upper-level management positions are trained and participate in the Contractor's Quality Management Plan.

b. **Provider Medical Director:** Contractor shall provide a half-time (0.5 FTE) physician, experienced in emergency medical services, to oversee clinical areas.

c. **Quality Manager:** Contractor shall provide a full-time physician, Registered Nurse, or highly qualified and experienced Paramedic to implement and oversee Contractor's quality management plan. This individual shall be

responsible for the medical Quality Improvement/ Assurance evaluation of all Services.

49.3 Key Personnel positions must be distinct and separate from each other. In no event shall any one person perform any two of the Key Personnel positions. Contractor shall notify the EMS Director in writing of any changes in Key Personnel.

49.4 Contractor shall remove Key Personnel if in the opinion of the EMS Director an individual has not performed in a manner acceptable to the County.

49.5 The approval of County to a requested change in Key Personnel shall not release Contractor from any of its obligations under this Agreement.

49.6 Contractor agrees that it shall not transfer or reassign the individuals in Key Personnel positions without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to the County an individual with greater or equal qualifications as a replacement, subject to the County's approval, which approval shall not be unreasonably withheld.

49.7 Contractor's Key Personnel shall participate in ongoing training and development programs for emergency medical service managers. These programs should be offered by Contractor to those personnel at no cost.

49.8 In addition to the Key Personnel, Contractor shall hire separate individuals for each Required Positions.

49.9 **Required Positions** must be staffed, at a minimum, as follows:

a. **Operational Field Supervisors:** there shall be at least one on duty at all times.

b. **Clinical Field Supervisors**: there shall be no fewer than three (3) Clinical Field Supervisors on duty at all times.

- Be experienced, clinically and administratively competent Paramedics with prior teaching/training experience.

- Respond to all Echo Level calls to provide oversight and assistance as required. Respond to all Delta level calls when available.
- Respond to Alpha, Bravo, and Charlie calls when available to observe Field Personnel in the delivery of service and care.
- Provide direct, case-by-case oversight of clinical personnel
- Not be responsible for delivery of supplies or equipment, with the exception of multi-casualty incidents and disaster responses.
- Coordinate data collection for ongoing compliance in collection and reporting of cardiac arrest, airway, 12-lead data
- Direct and assist with research and compliance for research in trial studies, focused audits, and State-directed demonstration projects
- Teach and reinforce clinical EMS Policies in the field and in trainings
- Introduce new techniques and procedures as directed by the EMS Medical Director.
- Facilitate the use of educational software
- Collaborate with EMS Leadership and Prehospital Care Coordinators
- Be available to respond as a resource for difficult clinical issues
- Communicate with base physicians and EMS on-call staff
- Beta test clinical trials, pilot studies, and new equipment
- Coordinate with other providers' clinical supervisors
- Participate in the County's EMS Quality Council with the Quality Manager and/or other performance improvement committees, as requested.

c) **Analyst**: there shall be at least one full-time analyst assigned to evaluate Patient Care Reports.

d) **Clinical/Education Staff**: there shall be at minimum, two full-time clinical and educational staff positions to assist the Quality Manager.

e) In addition, Contractor shall provide for eighty (80) compensated hours a month for designated Field Personnel to participate in clinical quality improvement activities.

49.10 Contractor's Key Personnel and Required Positions shall receive training from or comparable to the American Ambulance Association's Ambulance Service Manager Certificate Program. This training shall occur within twenty-four (24) months of the Effective Date or hire date.

## QUALITY MANAGEMENT PLAN

### 50. Approval of Quality Management Plan

50.1 Contractor shall work with EMS to develop a Quality Management Plan. The Quality Management Plan shall:

a. Be consistent with the requirements of the State California for emergency medical system quality improvement, including those contained in Title 22, Chapter 12.

b. Be consistent with the most current edition of the Baldrige National Quality Program, Health Care Criteria for Performance Excellence.

c. Be consistent with EMS Policies.

d. Be integrated with First Responder Agencies, County Dispatch Center, and EMS Agency.

e. Incorporate compliance assurance, process measurement and control, and process improvements.

f. Measure clinical indicators as developed through collaborative efforts with the County.

h Be based on current EMS research and call demand.

i. Endeavor to ensure the long-term economic viability of the EMS system while maximizing value to the community. Contractor shall achieve financial and service targets through process improvement, standardization, and evaluation of internal programs.

50.2 The final Quality Management Plan must be submitted to the EMS Director for approval three (3) months prior to the Service Start Date. The EMS Director may revise the requirements of the Quality Management Plan from time to time.

50.3 Contractor shall ensure that Key Personnel and Required Positions actively participate in the leadership and oversight of the Quality Management Plan, including but not limited to:

a. Actively participating in EMS groups and/or committees dealing with quality management

b. Designating a manager to oversee Contractor's quality program

c. Submitting a comprehensive Quality Improvement reports to the County

d. Actively participating in projects designed to improve the quality of emergency medical services in Alameda County.

**51. California Award for Performance Excellence**

Contractor shall apply for the California Award for Performance Excellence in year five of this agreement.

## REQUIRED REPORTS

**52.** Reporting Requirements

52.1 Contractor shall provide, within thirty (30) calendar days after the first day of each month, reports addressing its performance during the preceding month with respect to the clinical, operational, and financial performance requirement, in the form and manner required by the EMS Director.
Reports shall include, but are not limited to:

a. Response Time Compliance reports

b. Reports on customer complaints

c. Clinical Reports (e.g.: protocol compliance, cardiac arrest survival rate, intubation success rate, etc.)

d. Workload trends for Field Personnel assigned to 24-hour shifts

e. Other reports as requested by County.

52.2 Other reports may be required less frequently than monthly, as determined by the EMS Director.

52.3. County shall provide notice to Contractor at least two (2) months in advance of any change to required reports, frequency, or due dates.

**53.** Response Time Performance

53.1 Response Time data, including reports received from County Dispatch Center, shall be used by Contractor and County to evaluate Contractor's performance and compliance. Contractor shall make efforts to continually improve Response Time.

53.2 If Response Time compliance is below 90%, Contractor shall identify the causes and shall document efforts to eliminate problems on an ongoing basis.

53.3 For any month in which compliance with Response Time is less than 90%, Contractor shall submit a performance improvement plan with the monthly Response Time performance report. The performance improvement plan shall identify each problem that contributed to a failure to meet Response Times and steps being taken to correct the problem.

53.4 Response Time reporting and times shall be documented as set forth in this Agreement.

**54. High-Risk PCRs**

54.1 Contractor shall conduct an audit by randomly selecting and reviewing a minimum of ten percent (10%) of the High-Risk PCRs. The monthly audit shall review compliance with EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS.

54.2 Each non-compliant High-Risk PCR from this audit shall be evaluated by Contractor and the EMS Medical Director.

54.3 Contractor shall prepare a monthly report documenting compliance with Mandatory Data Fields (EXHIBIT I - MANDATORY DATA FIELDS) for High Risk PCRs (EXHIBIT N - HIGH RISK PATIENT DESCRIPTION).

**55. Compliance with Protocols**

55.1 Contractor shall produce monthly reports that describe the overall compliance with EMS Policies and performance in all calls.

55.2 Reports for compliance shall be submitted in aggregate and stratified by categories identified in the Quality Management Plan and approved by the EMS Director.

**56. Quality Improvement**

56.1 Contractor shall develop a clear and concise set of processes and practices designed to identify and address opportunities for improvement. The description of these processes shall include the approach for achieving and maintaining measurable outcomes.

56.2 Contractor shall provide reports that update progress on quality improvement projects as requested by the EMS Director.

56.3 Contractor shall provide reports on key performance indicators and key result areas as requested by the EMS Director.

## PENALTY PROVISIONS

**57. Failure to Respond**

Contractor shall pay to County $25,000for each failure by the Contractor to provide an Ambulance to a location within the EOA where a response has been requested by the County Dispatch Center. Payment of such fines does not release Contractor of any other liability from their failure to respond.

**58. Response Level**

Contractor shall pay to County $500 for every incident in which a BLS Ambulance responds to a call and/or transports a patient requiring an ALS Ambulance.

**59. Missing Mandatory Data Fields**

Contractor shall pay to County $500 for each High-Risk PCR where one or more of the Mandatory Data Fields are not complete.

**60. Missing PCR at the Receiving Hospital or Psychiatric Facility**

60.1 A complete PCR is one where all patient care information required has been entered, as defined in EMS policies.

60.2 A complete print-copy PCR shall be left at the receiving hospital prior to departure of Field Personnel.

60.3 If Field Personnel are unable to leave a complete print-copy of the PCR, a PCR with at least the Mandatory Data Fields completed shall be left at the receiving hospital or psychiatric facility prior to departure of Field Personnel from the hospital or facility. If neither a complete PCR, nor a PCR with at least the Mandatory Data Fields completed is left, Contractor shall be fined $50 per occurrence. For High Risk PCRs, this fine shall be $500.

60.4 Where a partial PCR with only Mandatory Data Fields completed was left instead of a complete PCR, the Contractor shall deliver a complete print-copy of the PCR for that patient within 24 hours of the departure of Field Personnel from the receiving hospital or facility.

60.5 If a complete print-copy of the PCR is not delivered within the 24-hour period specified above, that PCR shall be considered late and incomplete, and subject to additional fines of $50 per occurrence.

60.6 If in any consecutive 30-day period Contractor falls below ninety percent (90%) compliance with the PCR print copy submittal requirements, Contractor shall pay to County an additional fine of $10,000.

## 61. PCR Good Cause Exemption

61.1 Contractor may apply for an exemption for fines related to any PCR. Any application for an exemption must be in writing and include justification for each exemption requested.

61.2 It is within the sole discretion of the County to grant an exemption based on the facts and circumstances of each case.

## 62. Failure to Provide Timely Reports

Contractor shall promptly deliver each required report to the County. Contractor shall pay to County a fine of $50 per day for each day a report is late.

## 63. Failure to Meet Minimum In-Service Equipment/Supply Requirements

Contractor shall pay to the County a fine of up to $1,000 for any Service Vehicle that fails to comply with EMS Policies.

## 64. Failure to Provide Arrival at Incident Time

64.1 Contractor shall pay County a$500fine each and every time an Ambulance is dispatched and Contractor fails to document the Arrival at Incident time.

64.2 When the Arrival at Incident time for a call is not accurate, the response to that call shall be deemed to have exceeded Response Time.

64.3 Continued failure to meet Response Time standards may be considered a Major Breach of the Agreement.

## 65. Response Time Fines

65.1 Contractor shall pay to County a fine anytime Response Time compliance drops below 90% for any consecutive 30-day period, as shown in EXHIBIT F - RESPONSE TIME REQUIREMENTS AND PENALTIES (TABLE B, Response Time Fines by Category and Compliance). Response Time compliance shall be based on the percentage of compliance for each:

a. Category (Echo & Delta (combined), Charlie, Bravo, Alpha)

b. Response Zone, (Zone 2, 3, 4, 5), and

c. Subarea (metro/urban, suburban/rural, wilderness).

65.2 If Response Time compliance for Echo calls drops below 90%, a performance improvement plan must be submitted to the EMS Director with the monthly compliance report. The performance improvement plan must identify each problem that led to the delayed response and the steps being taken to correct each such problem.

65.3 If Response Time compliance for a Zone and Subarea is maintained above 95% for any 30-day period, Response Time penalties accrued during that same 30-day period will be reduced by 90% for that Zone and Subarea as shown in Exhibit F - Response Time Requirements and Penalties (Table B, Response Time Fines by Category and Compliance) including outlier response fines (Table C, Outlier Response Times by Category and Subarea in Minutes & Seconds). Penalty

reductions described in this section shall only apply to penalties for outliers of less than 200% of the requirements in Exhibit F - Response Time Requirements and Penalties (Table A - Personnel and Response Time Requirements).

## 66. Fines for Outlier Response Times

66.1 An Outlier Response Time is defined as greater than 150% of the designated Response Time (as described in EXHIBIT F – TABLE A) for the category.

66.2 Fines for Outlier Response Times shall be based on the individual call category and the subarea. In addition to any other fines, Contractor shall pay to County fines for Outlier Response Times as shown IN EXHIBIT F - RESPONSE TIME REQUIREMENTS AND FINES (TABLE C, OUTLIER RESPONSE TIMES BY CATEGORY AND SUBAREA IN MINUTES & SECONDS).

## 67. Fine Disputes

67.1 If Contractor has failed to document an Arrival at Incident Time, an exemption from the fine may be granted if Contractor demonstrates, to the satisfaction of the EMS Director, an accurate Arrival at Incident time.

67.2 Contractor may appeal a fine to the EMS Director in writing within fourteen (14) calendar days of receipt of notification of the imposition of a penalty or fine calculations.

67.3 The EMS Director shall review all appeals and make the decision to eliminate, modify, or maintain the fine. The EMS Director's decision shall be final.

## 68. Invoicing and Payment

68.1 County shall invoice Contractor for any fines or penalties under this Agreement within thirty (30) calendar days following County's receipt of Contractor's monthly performance reports. Contractor shall pay County within thirty (30) calendar days following receipt of the invoice. The parties shall make a good faith effort to resolve any disputes regarding an invoiced amount within this 30-day period. If the parties are unable to mutually resolve the dispute within that 30-day period, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the subsequent resolution of the dispute.

68.2 Failure by the County to assess or impose any penalties or fines at any point, for any reason, does not impact County's right to do so in the future; however, County may not impose fines retroactively greater than three (3) months.

68.3 Payment of any fine does not release Contractor from any other liability related to the breach that resulted in fine imposition.

## COUNTY-WIDE COOPERATION

### 69. Collaboration with First Responder Agencies

69.1 Continuing Education

All ALS and BLS continuing education offered by Contractor to its employees under this Agreement shall also be available to First Responder Agencies.

69.2 Training and Internships

a. Contractor shall enter into agreements with emergency medical services training programs within Alameda County to provide field experience for EMT and/or Paramedic training programs.

b. Contractor shall develop a collaborative partnership whereby field personnel from all First Responder Agencies, and Contracting Cities are provided field internships opportunities, including working with field training officers for initial system training.

c. All training conducted shall comply with EMS Policies.

69.3 Contractor shall designate a Paramedic as a liaison with First Responder Agencies.

69.4 First Responder Equipment and Supplies

a. Contractor shall provide the equipment described in EXHIBIT M - FIRST RESPONDER SUPPORT for use by all First Responder Agencies at no cost. Contractor shall maintain ownership of the equipment at all times, and shall be responsible for maintenance of all equipment.

b. Contractor shall provide, at no cost to First Responder Agencies, required, standardized expendable medical supplies, excluding pharmaceuticals, as defined in EMS Policies.

c. Contractor, at the request of any First Responder Agency, shall manage their inventory including on-site inventory audits and inventory orders placed on behalf of the agency.

d. First Responder Agencies may request Contractor to provide a price quote and order supplies or equipment that are in addition to those defined as expendable medical supplies in EMS Policies at the cost of the requesting First Responder Agency.

e. Contractor shall develop a supply consortium in collaboration with First Responder Agencies to buy supplies and equipment that Contractor is not obligated to provide using Contractor's suppliers.

**70. EMS System Participation**

Contractor shall participate and assist in changes related to emergency medical services in Alameda County. Contractor shall participate in local activities, committee meetings, and work groups related to provision of Services.

## HEALTH STATUS IMPROVEMENT/COMMUNITY EDUCATION

**71. EMT Training Programs, Internships and Related Opportunities**

71.1 Contractor shall implement a planned, multifaceted process to attract, recruit, and train EMTs from underrepresented populations.

71.2 Contractor shall establish an in-house EMT training program where students age 18 or over can participate in a work/study program, earning full-time wages, while progressing toward the National Registry and California EMT certification.

**72. Community Programs**

72.1 Contractor shall participate in community programs that are of interest to the County, with community organizations such as those that support youth development activities and ethnic health initiatives.

72.2 Contractor shall plan and implement an annual community education program as described in EXHIBIT L - COMMUNITY EDUCATION PROGRAM.

72.3 In addition, Contractor shall provide the following to the community and/or to benefit the community:

a. **Website** - Create and maintain a website shall be created and maintained with links to continuously updated audio/video files on various emergency health topics such as "Calling 911," "What to Expect When the Ambulance Arrives," and "How Do I Become a Paramedic?"

b. **Speakers' Bureau** - Organize and maintain a speakers' bureau to provide speakers on health related topics to community organizations.

c. **Automatic External Defibrillator (AED) Distribution** - Contractor shall purchase and cause to be maintained 10 AEDs each year for distribution consistent with the EMS AED program, at locations throughout Alameda County. Contractor shall work with County EMS to determine locations for AED placement. The final decision regarding locations for AED placement shall be at the discretion of the EMS Director.

d. **CPR Training –**Contractor shall offer free CPR classes to the public at least once a month and encourage family members of heart attack patients transported by EMS to attend free classes. These classes are to be rotated throughout the north, south, central and tri-valley areas of Alameda County. Contractor may work with EMS to assist in EMS CPR programs.

e. **EMS Week and Public Education** – Contractor shall use the EMS Week platform to conduct public education activities on a variety of topics which may include stroke recognition and prevention, fall prevention for elderly citizens, heart attack warning signs, pool safety and child playground safety. Contractor shall collaborate with the EMS, the Public Health Department, area Fire Departments, and other stakeholders to identify and target the most appropriate topics.

## ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES

### 73. Buildings and Vehicles

73.1 Contractor shall search for at least one green building in Alameda County, consistent with US Green Building Counsel, LEED v3.0 Silver criteria.

73.2 All Service Vehicles shall be 2010 model year or later, low emission vehicles.

### 74. Equipment and Supplies

74.1 Contractor shall reduce, reuse, and recycle.

74.2 Purchasing shall be consistent with guidelines from the Responsible Purchasing Network. Considerations in equipment purchasing shall include EPA Energy Star and/or Electronic Product Environmental Assessment Tool (EPEAT) labeled. When possible, products shall be recycled content and/or bio-based.

74.3 Recycling shall be implemented to support the Alameda County goal of reducing waste going to landfills by 75 percent and coordinated with StopWaste.org as needed.

### 75. Medical Equipment and Supplies

Contractor shall implement an Environmentally Preferable Purchasing program with an emphasis on the Precautionary Principle for the Purchase, handling, and disposal of medical equipment and supplies.

## COMPLIANCE PROVISIONS

### 76. Medicare Compliance Program Requirements

76.1 Contractor shall implement and maintain a comprehensive Medicare compliance program for all activities, including but not limited to documentation, claims processing, billing, and collection.

76.2 Contractor's Medicare compliance program shall substantially comply with the regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255), and any amendment there to.

### 77. HIPAA Compliance Program Requirements

77.1 Contractor shall implement a comprehensive plan to abide with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the current rules and regulations enacted by the Department of Health and Human Services.

77.2 The plan shall be sent via immediate email and a follow up letter sent the same day to EMS Director.

77.3 Contractor shall be responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any

violations of HIPAA rules and regulations shall be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.

**78. EMS Policies**

Contractor shall comply with County EMS Policies, as may be updated or revised from time to time.

**79. Medical and Other State and Federal Programs**

Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by State Medi-Cal and other state and federally funded programs.

## CONTRACTOR REVENUE

**80. Contractor Compensation**

Contractor's compensation under this Agreement is through fee for service reimbursement of patient charges ("User Fees.")

**81. Patient Charges and Fees**

User Fees shall be established by the County, by approval of a majority vote of the Board. Contractor is prohibited from charging in excess of the approved User Fees as set forth in EXHIBIT H - CONTRACTOR'S USER FEES - 911 SYSTEM.

**82. User Fee Adjustments**

82.1 EMS Director shall approve annual increases to User Fees based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland ("CPI"). Annual rate increases shall be the greater of two and one-half percent (2.5%) or the increase in the CPI for the most recent 12-month period, capped at five percent (5%).

82.2 In the event that changes occur within Alameda County that substantially impact Contractor's costs of providing services, Contractor may request increases or decreases in User Fees.

**83. Billing/Collection Services**

83.1 Contractor shall establish a dedicated Customer Service Telephone Line, as set forth in this Agreement, including section 85.

83.2 Contractor shall designate a local employee to handle service inquires and complaints.

83.3 Contractor shall provide a billing and accounts receivable system that is well documented, easy to audit, and designed to minimize the effort required of patients to recover payments from insurance companies or other third party sources.

83.4 Contractor shall make no attempts to collect its fees at the time of service. Contractor shall maintain and use a billing system that electronically generates and submits claims for patients receiving Medicare or Medi-Cal.

83.5 Contractor shall not charge or bill patients covered by, or who provide evidence of eligibility for, County Medical Services Plan (CMSP), nor shall Contractor charge or bill County for services to these patients.

83.6 Contractor shall not charge the County or any governmental entity requesting Services for patients transported intra-county while in custody or on a psychiatric (5150) hold. Contractor may bill the patient's insurance; however, Contractor shall not bill the patient directly for Services.

83.7 Contractor shall not bill the individual requesting Services for a work-related injury at the time of injury. Contractor may bill the appropriate insurer, unless the employer is a public entity that is self-insured.

83.8 Contractor shall include on all billing statements contact information for the person designated to respond to billing inquiries.

83.9 Contractor shall conduct all billing and collection activity in a professional and courteous manner.

83.10 Contractor shall submit its billing and collection policy to the EMS Director for review, prior to Service Start Date.

## 84. Accounting Procedure

Contractor shall allocate no more than $500,000 annually to corporate overhead costs. This limit shall be adjusted annually based on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland.

84.1 **Audits and Inspections**

a. Throughout the term of this Agreement, including any renewal periods, Contractor, at the end of each of its fiscal years, shall provide a statement of operations related to the performance of duties contained in this Agreement. Contractor shall report earnings in this statement of operations using generally accepted accounting principles (GAAP) within ninety (90) days of Contractor's fiscal year end. Such statement of operations shall be reviewed by an independent accounting firm, selected and paid for by Contractor.

b. With reasonable notification and during normal business hours, County shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to County at the EMS office or other mutually agreeable location.

c. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

d. Additionally, Contractor shall provide the annual consolidated audited financial statements of East Texas Medical Center Regional Healthcare System throughout the term of this Agreement, including any renewal periods.

84.2 **Profit Cap**

Contractor has agreed to cap its annual net profit for Services at 7%. Contractor shall provide an annual statement of it net profits within 120 calendar days of the end of Contractor's fiscal year. All profits in excess of 7% shall be disbursed to County within 30 calendar days.

## 85. Customer Service Telephone Line

85.1 Contractor shall establish and publish a *Customer Service Telephone Line* giving internal and external customers and system participants the ability to contact a

designated liaison of the Contractor's leadership team. The telephone line shall be accessible without charge to all callers within the continental United States.

85.2 The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number shall be published in the local telephone directory, on the Contractor's website, and publicized at local healthcare facilities, fire stations, and public safety agencies.

85.3 If the number is answered by an automatic greeting and/or menu selection, and should a caller inadvertently call the customer service line looking for emergency service, the initial message must immediately convey that this is a customer service line, if caller has an emergency hang up and dial 911.

85.4. Members of the Contractor's Leadership Team are to be automatically notified via pager of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require follow up to the customer should be resolved by the end of the next business day from when the call was received, and if not possible, a call should be made to the customer with the status of the request.

85.5 Handling Service Inquiries and Complaints:

a. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

b. Contractor shall submit to the County a list of all complaints received and the disposition/resolution on a monthly basis. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Unusual Occurrence procedure, within twenty-four (24) hours of the initial inquiry.

c. Contractor shall submit to the EMS Director a description of the Contractor's process for managing service complaints prior to the Service Start Date.

## 86. Contractor's Compensation to the County

86.1 First Responder Support Fees

Contractor shall pay to the County an annual first responder support fee of **four million six hundred thousand dollars ($4,600,000.00)**. Payment shall be made in quarterly installments of $1,150,000.00.The first quarterly installment shall be made on or before the Service Start Date. Thereafter, payment shall be made upon receipt of an invoice from County.

The amount of the first responder support fees shall increase 3% per year for the term of the Agreement, beginning one year from the Service State Date.

86.2 **Dispatch System Fees**

Contractor shall pay Dispatch fees in the amount of **one million, five hundred thousand dollars ($1,500,000.00)** annually. Payment shall be made to ACREEC, as specified in Contractor's separate agreement for dispatch services, with verification of payment sent by Contractor to the EMS Director.

## ADMINISTRATIVE PROVISIONS

### 87. Annual Performance Evaluation

The County may evaluate the performance of the Contractor on an annual basis. Contractor shall provide a report to the County to assist in this evaluation within 60 calendar days of written notice by County of its intention to conduct a performance evaluation. The report is to include the following information:

a. Response Time performance

b. Clinical performance

c. Innovative programs that have been initiated to improve system performance

d. Update on its work force, including efforts to minimize employee turnover

e. Update on community education programs and other community initiatives

f. Other information as requested by County

g. Other information Contractor would like considered by County.

### 88. Assurance of Performance

88.1 If at any time, the County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor is not performing the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the deficiencies in Contractor's performance.

88.2 Contractor shall provide written assurances and a written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan.

88.3 Contractor's failure to provide such written assurances and written plan within the required time is a material breach of this Agreement.

**89. Material Breach**

89.1 Willful failure of Contractor to provide Services under this Agreement in substantial compliance with the requirements of the applicable Federal, State, and County of Alameda laws, rules, and regulations shall constitute a material breach by Contractor. Minor infractions of such requirements shall not constitute a material breach unless such infractions are willful and repeated.

89.2 Acts or omissions that shall constitute a material breach by Contractor include but are not limited to the following:

a. Willful falsification of data supplied to County during the course of operations, including but not limited to dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;

b. Willful failure to maintain equipment in accordance with the requirements of this Agreement;

c. Willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;

d. Chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance;

e. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;

f. Repeated failure to meet Response Time requirements after receiving notice of non-compliance from the EMS Director;

g. Failure to maintain the required insurance or to provide and maintain the required performance security bond;

h. Willful failure to comply with vehicle lease provisions;

i. Willful and repeated material breaches of Contractor's backup provisions.

j. Willful failure to comply with executed Mutual-Aid agreements;

k. Failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide Services;

89.3 Following County's announcement of initiation of a new procurement process, and prior to termination of Services under this Agreement, the following shall be considered a material breach by Contractor:

a. Deliberate, excessive, and unauthorized scaling-down of operations.

b. Attempts to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing providers.

## 90. Notice and Cure of Material Breach

90.1 County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of a material breach.

90.2 Contractor shall have the right to cure the material breach within ten (10) calendar days of receipt of notice. Within twenty-four (24) hours of receipt of a material breach notice, Contractor shall deliver to County, in writing, a plan of action to cure the material breach.

90.3 If the material breach, by its nature, cannot reasonably be cured within ten (10) calendar days, Contractor may request additional time to complete cure of the breach.

## 91. County Remedies

91.1 County shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within the time specified.

91.2 County's remedies for any breach are non-cumulative and in addition to any other remedy available to the County.

91.3 If the County determines any breach has occurred, County may require Contractor to submit a corrective action plan. Failure to submit and implement any requested corrective action plan may be considered a material breach.

## 92. Continuous Service Delivery

Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

## 93. Emergency Takeover

93.1 If the Board by majority vote determines that the health and safety of Alameda County residents would be endangered by allowing Contractor to continue providing Services, County may take over the provision of Services on an emergency basis ("Emergency Takeover"). The Board shall give notice to Contractor of the date and time the Emergency Takeover shall be effective.

93.2 Upon notice of an Emergency Takeover, Contractor shall promptly and continually cooperate with County to effectuate an orderly transition. This shall include, but not be limited to:

a. Immediate delivery to County, or its designee, of all Service Vehicles, and equipment used to provide Services ("Emergency Takeover Equipment"). Each Ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS Ambulances, in accordance with EMS Policies.

b. Immediate access to and use of all locations used to provide Services, including, but not limited to, those locations where Contractor places its Ambulances ("crew stations") during the Emergency Takeover.

93.3 Failure of Contractor to cooperate fully with the County in the event of an Emergency Takeover shall constitute a material breach.

93.4 As of the date the Emergency Takeover is effective, all of Contractor's Service Vehicles, fully equipped for provision of Services, shall be deemed leased to the County, during the Emergency Takeover, at the rate of $1.00 (One Dollar) per month per vehicle.

93.5 County may recover from Contractor costs associated with an Emergency Takeover including ongoing rent payments and other liabilities.

93.6 Contractor shall inform and provide a copy of takeover provisions contained herein to all vehicle and real property lien holder(s) within five (5) calendar days of Emergency Takeover

93.7 County, by a majority vote of the Board, may discontinue the Emergency Takeover at any time, and return the Emergency Takeover Equipment to Contractor, who shall resume providing Services pursuant to the full terms and conditions of the Agreement.

93.8 County shall return Emergency Takeover Equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover. Otherwise, County shall pay Contractor the fair market value of the Emergency Takeover Equipment as of the commencement of the Emergency Takeover, or shall pay Contractor the reasonable costs of repair, or shall promptly repair and return such Emergency Takeover Equipment.

## 94. Termination

### 94.1 Mutual Termination

This Agreement may be terminated early by mutual consent of the Contractor and the County.

### 94.2 Walk Away by Contractor

If Contractor stops providing Services prior to the termination of this Agreement ("Walk Away"), the following provisions shall apply; however in no event shall Contractor give notice to County less than 90 days prior to stopping Services:.

a. County may lease any and all Service Vehicles, including, but not limited to, fully-equipped Ambulances and Supervisor Vehicles, for one dollar ($1.00) per month per vehicle. County shall have full use of vehicles and equipment and may, at County's sole option, hire a management company to manage ambulance operations until a replacement provider for the EOA is selected through a County procurement process. The lease agreement shall be non-transferrable to a new ambulance provider, and shall terminate on the services start date of the new provider.

b. Contractor shall fully cooperate if County elects to lease any or all Service Vehicles pursuant to this provision. County shall be responsible for insuring all vehicles it leases pursuant to this provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases or purchases pursuant to this provision.

Contractor and County shall negotiate a contingent lease agreement prior to Service Start Date.

94.3 **Termination for Cause**

a. If Contractor fails to cure any material breach, following notice and opportunity to cure, County, upon written notice to Contractor, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice.

b. Contractor shall be responsible for all costs incurred by County due to termination for cause.

c. In the event of termination for cause, County may purchase any and Service Vehicles at the current depreciated value as of the effective date of the termination. Alternatively, County may elect to rent the Service Vehicles for fair market rental price, as of the effective date of the termination, as determined by a neutral appraiser. County shall have sole discretion as to which vehicles it purchases or rents pursuant to this provision.

94.4 **End-of-Term Provisions**

a. Contractor shall make no changes in methods of operation for purposes of reducing Service or Contractor's operating costs prior to termination of the Agreement, without the written consent of County.

b. Contractor shall make no changes prior to termination of the Agreement that could increase costs to a new provider.

c. Contractor shall have ninety (90) calendar days after termination of the Agreement in which to supply the required audited financial Statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

## FUTURE COMPETITIVE PROCUREMENT PROCESS / "LAME DUCK" PROVISIONS

### 95. Competitive Procurement Process

95.1 County has the right to conduct a competitive procurement process for the provision of medical Ambulance service within its EOA, and a requirement to do so at certain time intervals.

95.2 County may select a different Ambulance service provider to provide exclusive medical Ambulance services within the EOA following a competitive procurement process.

95.3 Contractor shall continue to provide all Services after notification by County of its intent to initiate a competitive procurement process. Contractor shall be in material breach if it does not continue Services at the same level of effort and performance as were in effect prior to a notice of intent to initiate a competitive procurement process.

95.3 Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing proposers, and shall allow, without penalty, its employees to sign contingent employment agreements with competing proposers. Contractor may prohibit its employees from revealing trade secrets or other information about Contractor's business practices or field operations.

### 96. "Lame Duck" Provisions

96.1 If and when County announces its intent to change providers, Contractor agrees to continue to provide all Services until the County or a new provider assumes responsibilities for provision of Services. This shall include any time period after notification by County of its intent to initiate a competitive procurement process.

96.2 Contractor shall be in material breach if it does not continue all operations and Services at the same level of effort and performance as were in effect prior to notice of intent to change providers.

96.3 Contractor shall make no changes in methods of operation for purposes of reducing Service or Contractor's operating costs prior to termination of the Agreement, without the written consent of County.

96.4 Contractor shall make no changes prior to termination of the Agreement that could increase costs to a new provider. Contractor shall allow its employees providing Services reasonable opportunities to discuss issues related to employment with a new provider without adverse consequences.

## GENERAL PROVISIONS

### 97. Permits and License

97.1 Contractor shall be responsible for and shall hold any and all required Federal, State or local permits or licenses required to perform its obligations under the Agreement.

97.2 Contractor shall make all necessary payments for licenses and permits for all Ambulance vehicles used.

97.3 It shall be entirely the responsibility of Contractor to schedule and coordinate all applications and application renewals as necessary to ensure that Contractor is meeting its obligation under the Agreement and is in complete compliance with Federal, State and local requirements for permits and licenses as necessary to provide the services.

97.4 Contractor shall be responsible for ensuring that its employee's State and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

## 98. Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of the Agreement or allocation of overhead. In the event Contractor does private work outside of the Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding the Agreement shall clearly identify the relation and percentage shared.

## 99. Product Endorsement/Advertising

Contractor shall not use the name of Alameda County or Alameda County EMS for the endorsement of any commercial products or services without the expressed written permission of the EMS Director.

## 100. Observation and Inspections

100.1 County representatives may, at any time, and without notification, directly observe Contractor's operations at the County Dispatch Center, maintenance facility, or any Ambulance post location. A County representative may ride as “third person” on any of Contractor's Ambulance units at any time, provided that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

100.2 At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for County to fulfill its oversight role.

## 101. No Cost to County

Contractor agrees that the provision of Services to be performed by Contractor under this Agreement shall be completed without compensation from the County.

## 102. Cost of Enforcement

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to: a) attorney's fees, b) consultant and expert fees, or c) other such costs, shall be paid or reimbursed within ninety (90) calendar days after receiving notice by the party which prevails.

## 103. Relationship of the Parties

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.

## 104. Independent Contractor

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

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

104.3 Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including Federal and State income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees

and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

104.4 Contractor shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees shall be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

## 105. Indemnification

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

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

## 106. Insurance and Bond

106.1 Performance Security Bond: Upon the Effective Date of this Agreement, Contractor shall furnish a performance bond payable to County issued by a licensed surety, acceptable to County, in the amount of **six million dollars ($6,000,000.00)**. The Performance Bond shall remain in effect at all times during the term of this Agreement, including any renewal term.

106.2. Contractor shall at all times during the term of the Agreement with the County maintain in force the insurance coverage specified in EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS, and shall comply with all those requirements as Stated therein.

## 107. Workers' Compensation

Contractor shall provide Workers' Compensation insurance, at Contactor's own cost and expense and further, neither the Contractor nor its insurer shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

## 108. Conformity with Law and Safety

108.1 In performing Services under this Agreement, Contractor shall, at all times, observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal, and local governing bodies, having jurisdiction over the Services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be Contractor's sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations.

108.2 Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any failure by Contractor to comply with such laws, ordinances, codes and regulations.

108.3 Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and warrants submission of an Alameda County EMS Unusual Occurrence Report (as per EMS Policy). Contractor shall immediately notify County by contacting the EMS Dispatch Center and asking to speak to the EMS person on call. The EMS person on call shall immediately notify the Alameda County Risk Manager's Office by telephone. If after

business hours, this message may be left as a voicemail. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents, which occur in connection with this Agreement. This report must include the following information: a) name and address of the injured or deceased person(s); b) name and address of Contractor's sub-Contractor, if any; c) name and address of Contractor's liability insurance carrier; and d) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

108.4 Contractor shall take all reasonable steps to preserve all physical evidence and information which may be relevant to an accident involving personal injury, death, or property damage, while maintaining public safety, in order to afford County the opportunity to review and inspect such evidence, including the scene of the accident

**109. Debarment and Suspension Certification**

109.1 Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

109.2 Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any Federal department or agency; and,

b. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

**110. Taxes**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

111. Ownership of Documents

111.1 Contractor assigns to County all copyright and other use rights in any and all proposals, plans, specifications, reports and related documents (including computerized or electronic copies relating to Services, whether prepared by County, Contractor, or third parties at Contractor's request (collectively, "Documents and Materials").

111.2 Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of any Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to effectuate assignment of rights in the Documents and Materials to County. If for any reason this assignment is not effective, Contractor hereby grants County and any assignee of County license to retain and use such Documents and Materials at no cost to County. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials.

111.3 In Contractor contracts with third parties to provide Services, Contractor shall expressly obligate its subcontractors to grant County the assignment and license rights regarding the Documents and Materials as set forth above. Contractor agrees to defend, indemnify and hold County harmless from any damage caused Contractor's failure to secure such rights from its subcontractors.

111.4 Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or used by Contractor for the Services, and shall defend, indemnify and hold County harmless from any claims for infringement of patent or copyright arising out of such use. The County's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

## 112. Documents and Materials

112.1 Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement all Documents and Materials, as defined above. This duty shall continue for three (3) years following termination or expiration of

this Agreement. Contractor shall not dispose of, destroy, alter, or mutilate such Documents and Materials, for three (3) years following termination or expiration of this Agreement.

112.2 **Retention of Records -**Contractor shall retain all documents pertaining to the Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following termination or expiration of this Agreement. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the Federal government.

112.3 **Time of Essence -** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed by this Agreement.

**113. Conflict of Interest/Confidentiality**

113.1 Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Contractor represents to and agrees with County that Contractor has no present, and shall have no future, conflict of interest between providing Services to County and to any other person or entity (including but not limited to any governmental agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

113.2 Contractor agrees that any confidential information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County shall be kept confidential and shall not be disclosed to any other person. Contractor agrees to immediately notify County in accordance with this Agreement, if it is requested to disclose any confidential information made known to or discovered by it during the performance of or in connection with this Agreement.

113.3 These conflict of interest and confidentiality provisions shall remain fully effective five (5) years after termination of this Agreement.

## 114. Notices

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

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

114.2 **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

114.3 **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

114.4 **Overnight Delivery**: When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

114.5 **Telex or Facsimile Transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

114.6 **Addresses for purpose of giving notice are as follows**:

| | |
|---|---|
| To County: | County of Alameda<br>Alameda County EMS<br>1000 San Leandro Blvd<br>San Leandro, Ca<br>Attn: EMS Director |
| To Contractor: | PARAMEDICS PLUS, LLC<br>352 S. Glenwood Drive<br>Tyler, TX 75702<br>Attn: Anthony J. Myers, President |

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

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

**115. Use of County Property**

Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**116. Equal Employment Opportunity Practices Provisions**

116.1 Contractor shall comply with Title VII of the Civil Rights Act of 1964 and Contractor agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

116.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, State that it is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

116.3 Upon request by County, Contractor shall certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

116.4 Upon request by County, Contractor shall provide County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent

such records or portions of such records are confidential or privileged under State or Federal law.

116.5 Contractor shall actively recruit and encourage minority and women-owned businesses to bid its subcontracts.

116.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act that is prohibited by law.

116.7 The Contractor shall include the provisions set forth in this section in each of its subcontracts.

**117. Drug Free Workplace**

Contractor and its employees shall comply with the County's policy of maintaining a drug free workplace. Neither Contractor nor its employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, Contractor shall, within five (5) calendar days thereafter, notify the EMS Director. Violation of this provision shall constitute a material breach of this Agreement.

**118. Small, Local, and Emerging Business (SLEB) Participation:**

118.1 The County has waived its Small, Local and Emerging Business ("SLEB") requirements for this Agreement. Therefore, Contractor is not required to subcontract with another business in order to satisfy the County's SLEB requirements.

118.2 If circumstances change, Contractor may be requested to comply with the County's Small and Emerging Local Business provisions.

**119. First Source Program**

This Agreement is subject to the requirements of the County's First Source Program. A copy of the First Source Agreement executed by Contractor is attached as EXHIBIT J - FIRST SOURCE AGREEMENT to this Agreement and incorporated herein.

**120. Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**121. Entire Agreement**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the parties relating to the subject matter of this Agreement.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

**122. Headings**

Headings herein are for convenience of reference only and shall in no way affect the interpretation of the Agreement.

**123. Modification of Agreement**

123.1 This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

123.2 Where there is mutual agreement by Contactor and the EMS Director, the following exhibits may be modified, by a written amendment signed by Contractor and the Director of Health Care Services Agency:

| | |
|---|---|
| EXHIBIT A | DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES |
| EXHIBIT B | DEPICTION AND DEFINITION OF SUB-AREAS |
| EXHIBIT E | COMMUNICATIONS EQUIPMENT |
| EXHIBIT G | PARAMEDIC TRAINING REQUIREMENTS |
| EXHIBIT K | TRANSITION PLAN |
| EXHIBIT L | COMMUNITY EDUCATION PROGRAM |
| EXHIBIT M | FIRST RESPONDER SUPPORT |
| EXHIBIT N | HIGH RISK PATIENT DESCRIPTION |

## 124. Subcontracting/Assignment/Sale

124.1 Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without County's prior written approval, which shall not be unreasonably withheld or delayed. County may terminate this Agreement if Paramedics Plus, LLC. is sold or acquired or otherwise changes ownership without County's prior written consent to continuation of this Agreement under changed ownership.

124.2 Neither party shall, on the basis of this Agreement, contract on or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

124.3 Contractor shall be responsible for compliance by its subcontractors with all applicable the terms of this Agreement.

## 125. Survival

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest, shall survive termination or expiration.

## 126. Severability

If a court of competent jurisdiction holds that any provision of this Agreement is illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

## 127. Patent and Copyright Indemnity

127.1 Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright, or other proprietary right. Contractor shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with any claim that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County shall: 1) notify Contractor promptly of such claim or suit; 2) permit Contractor to defend, compromise, or settle the claim; and, 3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

127.2 If Contractor is obligated to defend County pursuant to this Section and fails to do so after reasonable notice from County, County may defend itself and/or settle such claim or suit, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such claim or suit.

127.3 In the case of any such claim of infringement, Contractor shall either, at its option,
a) procure for County the right to continue using the Contractor Products; or
b) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

127.4 Notwithstanding this Section, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

**128. Choice of Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be Alameda County Superior Court for state actions and the Northern District of California for any federal action.

## SIGNATORY

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

**IN WITNESS WHEREOF, the parties execute this amended Agreement:**

| **County of Alameda** | **Contractor** |
|---|---|
| By:_____<br>Signature | By:_____<br>Signature |
| Name: Keith Carson<br>Title: President of the Board of Supervisors | Name: Ron Schwartz<br>Title: President, Paramedics Plus, LLC |
| Date: _____ | Date:_____ |

Approved as to Form:

By:_____
County Counsel Signature

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## EXHIBITS

## EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES

1. There are five (5) ERZs in Alameda County, which include the cities and all unincorporated areas. The following are cities contained in each ERZ:

   a. **Zone 1**– Alameda, Albany , Berkeley , Piedmont
   *(this zone is not included in the EOA)*

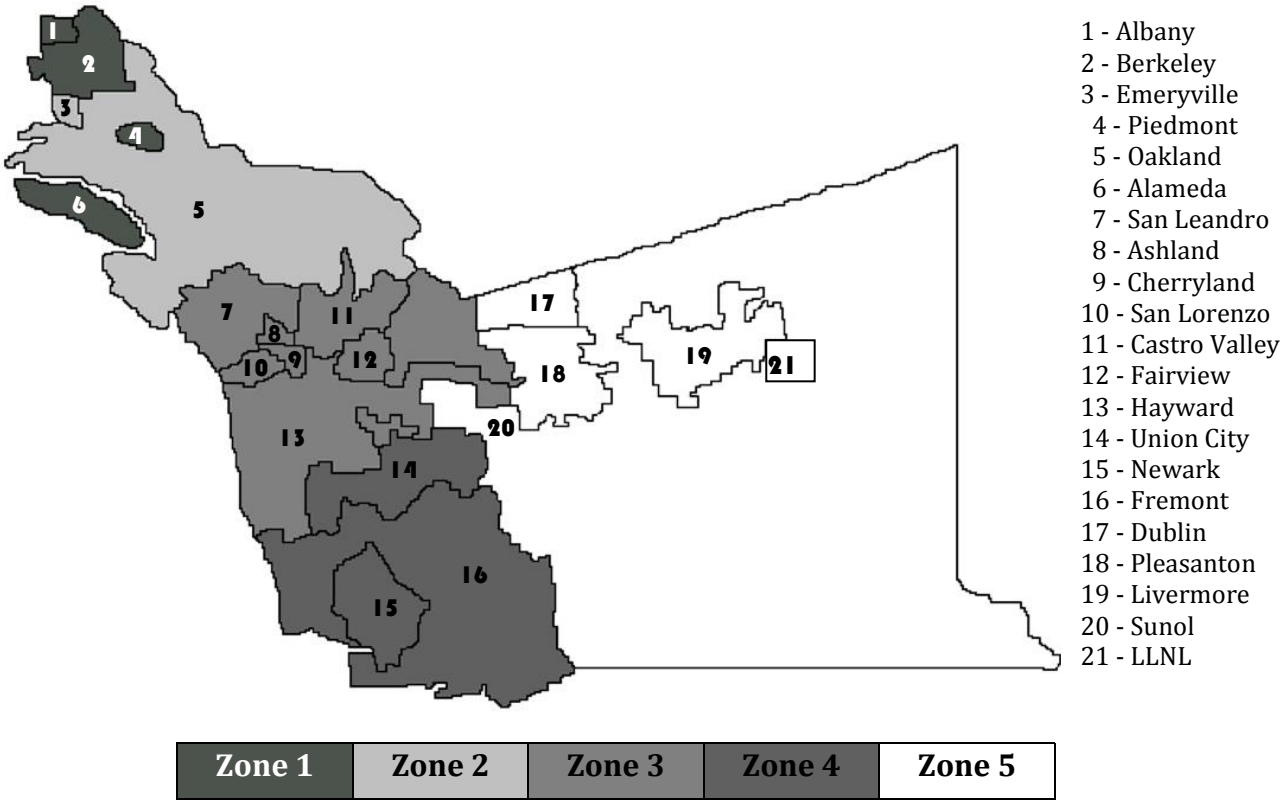
   b. **Zone 2** – Oakland, Emeryville

   c. **Zone 3** – San Leandro , Castro Valley, Hayward

   d. **Zone 4** – Fremont, Newark, Union City

   e. **Zone 5** – Dublin, Pleasanton, Livermore - except Lawrence Livermore National Laboratory *(This area is not included in the EOA).*

2. The following is a depiction of the each Emergency Response Zone (ERZ) within Alameda County



## EXHIBIT B - DEPICTION AND DEFINITION OF SUB-AREAS

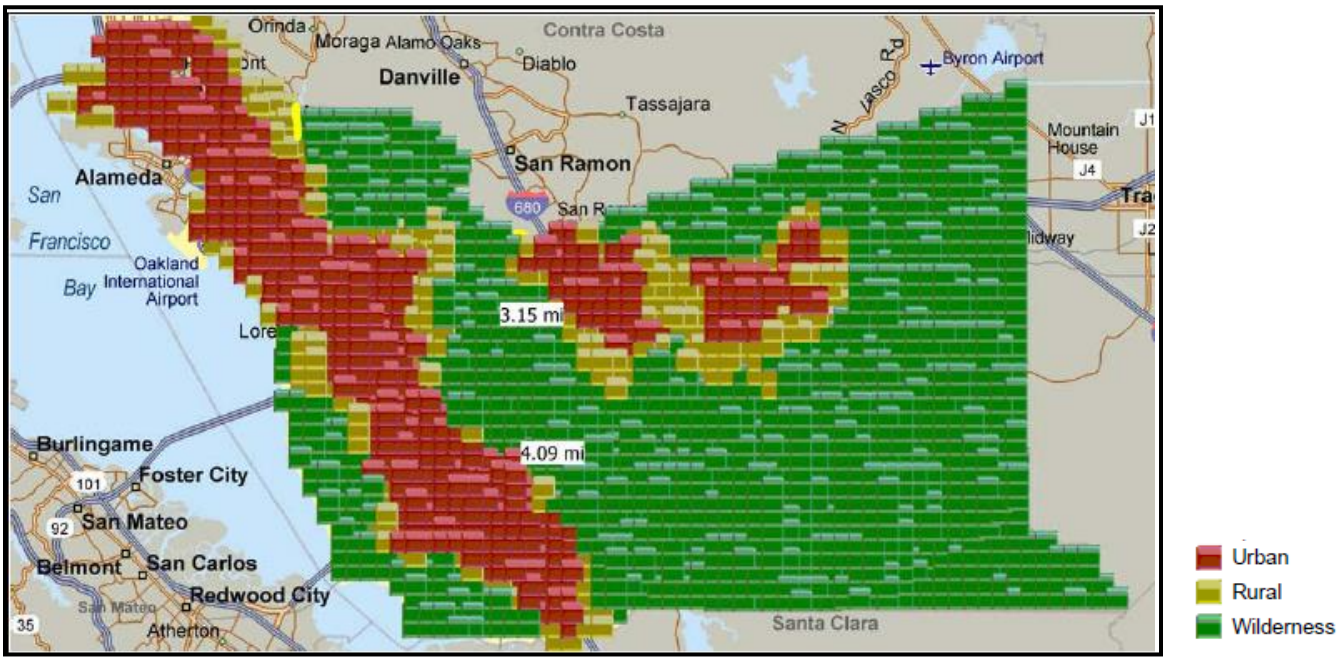
**Density Area Designation:** Designations of call density areas were accomplished by reviewing the call density for every square kilometer grid in the County. The grids were normalized by examining the underlying road structure with the goal of creating zones with Rural/Suburban contiguous with Metro/Urban, eliminating anomalous pockets of high or low density in the midst of one of the density areas, and creating a map that can be incorporated into the computer aided dispatch system.

Sub-area definitions are for general descriptive purposes only; the actual sub-areas are identified on the maps in this Exhibit. The map defines the subarea, not the actual number of calls received during any period. The identified Sub-areas are subject to change at the discretion of the County.

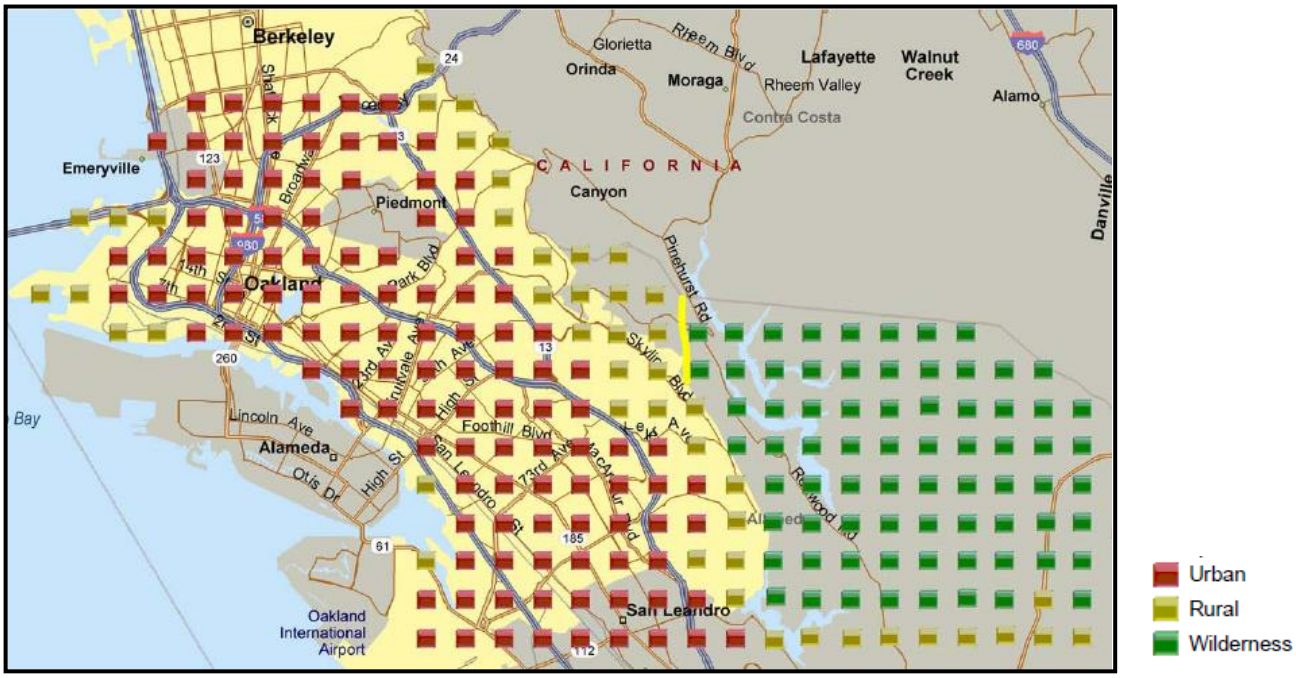
**Sub-Areas:** There are 3 possible Sub-areas contained within each ERZ.

> **Metro/Urban** call densities are determined by identifying the square kilometers that average 2 or more calls per month and at least half of the surrounding square kilometers also average 2 or more calls per month.
>
> **Rural/Suburban** areas are those in which the average calls per square kilometer are between 0.25 and less than 2.0 calls per month on average.
>
> **Wilderness/Low Call Density** is determined by identifying the square kilometers that average less than 0.25 calls per month (or one call every 4 months, on average).

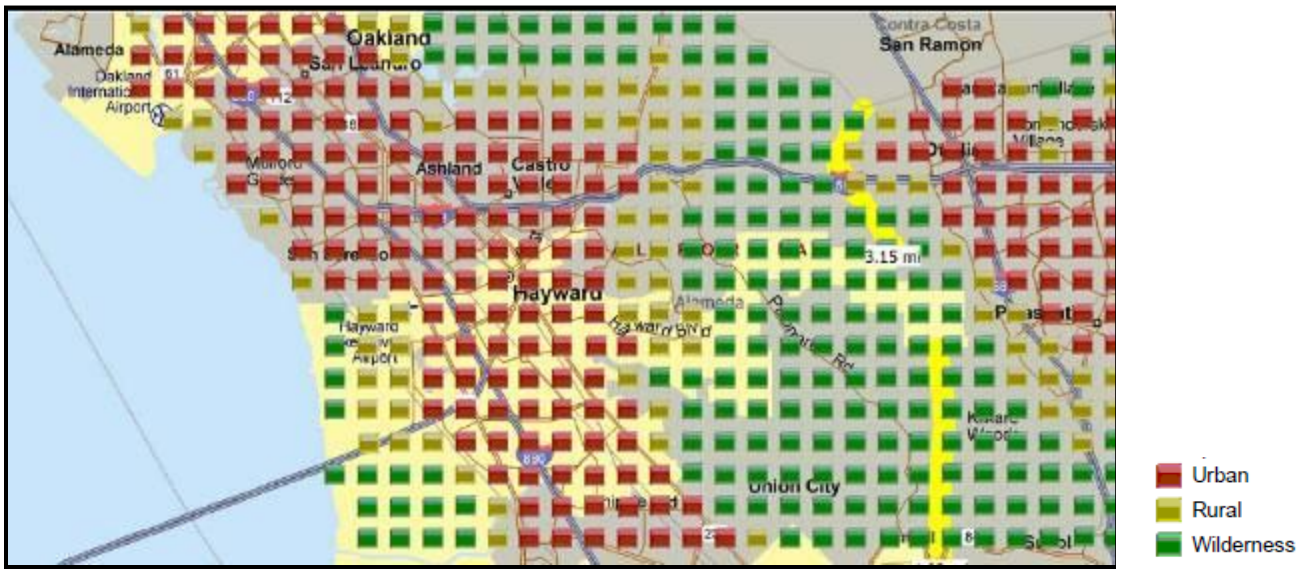
**Alameda County:**



**Zone 2:**


Berkeley
Emeryville
Oakland
Piedmont
Alameda
Lincoln Ave
Otis Dr
Foothill Blvd
San Leandro
Oakland International Airport
Glorietta
Orinda
Moraga
Rheem Blvd
Rheem Valley
Lafayette
Walnut Creek
Contra Costa
Alamo
Danville
CALIFORNIA
Canyon
Pinehurst Rd
Skyline Blvd
Redwood Rd
Park Blvd
Broadway
Bay
Urban
Rural
Wilderness

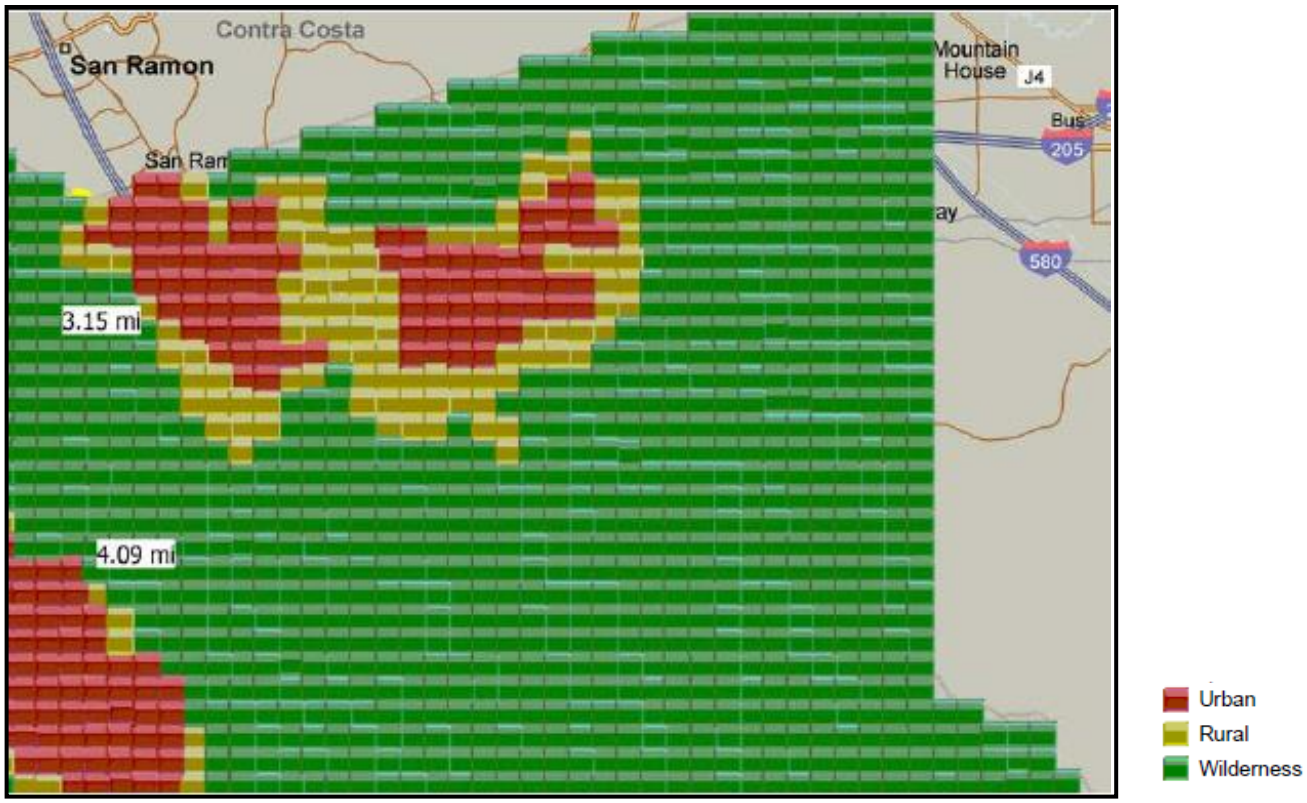
**Zone 3:**


Alameda
Oakland International Airport
Oakland
San Leandro
Contra Costa
San Ramon
Ashland
Castro Valley
Hayward
Hayward Airport
Union City
Urban
Rural
Wilderness

**Zone 4:**


Hayward
Union City
4.09 mi
Scotts Corner
Newark
Jarvis
Menlo Park
Santa Clara
Urban
Rural
Wilderness

**Zone 5:**


Contra Costa
San Ramon
Mountain House
J4
Bus
205
580
3.15 mi
4.09 mi
Urban
Rural
Wilderness

## EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

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

| TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|
| **A. Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $5,000,000.00 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B. Commercial or Business Automobile Liability**<br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities | $5,000,000.00 per occurrence (CSL)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C. Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all Contractors with employees | WC: Statutory Limits<br>EL: **$1,000,000.00** per accident for bodily injury or disease |
| **D. Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability and defense and indemnification of the County | $5,000,000.00 per occurrence<br>$10,000,000.00 project aggregate |

**E. Endorsements and Conditions**:

ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.

1. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
2. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
4. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
6. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
7. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the contract
   - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

## EXHIBIT D - DEBARMENT AND SUSPENSION CERTIFICATION

1. Paramedics Plus, LLC, under penalty of perjury, certifies that, except as noted below, the company, its principal, and any named subcontractor:
2. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;
4. Does not have a proposed debarment pending; and,
5. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
6. If there are any exceptions to this certification, insert the exceptions in the following space.

7. Exceptions shall not necessary result in denial of award, but shall be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
8. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Agreement. Signing the Agreement on the signature portion thereof shall also constitute signature of this Certification.

Name: _____

Signature:_____

Title: _____

Date: __/__/____

## EXHIBIT E - COMMUNICATIONS EQUIPMENT

**1. Radio Equipment:**

1.1 Contractor shall permanently mount into each Ambulance and on each Supervisor Vehicle, analog and digital capable, 700/800MHz trunked mobile radio with dual control heads and a telephone style microphone in the patient compartment with an external antenna mounted on the Ambulance box roof. These radios shall have **D**UAL **T**ONE - **M**ULTI FREQUENCY capability to alert hospital emergency department radios of incoming radio traffic. All mobile radios shall be compatible with the County's trunked radio system (equivalent to Motorola APX 7500 (3600/9600) or better).

1.2 Contractor's Field Personnel shall carry analog and digitally capable, 700/800MHz trunked portable radio with remote public safety speaker microphone. All portable radios shall be compatible with Alameda County's trunked radio system (equivalent to Motorola APX 7000 (3600/9600) or better).

1.3 Contractor Field Personnel shall carry County-approved radios, rebanding-capable, digitally formatted and fully compliant with P-25 Phase I and Phase II (once released) interoperability standards.

1.4 Contractor shall operate subscriber radios in compliance with all rules and regulations of the Federal Communications Commission and Alameda County.

1.5 Contractor shall equip all Clinical and Operations Field Supervisor Vehicles with analog/digital capable mobile radio programmed for operation on the CALCORD (equivalent to Motorola APX 7500 VHF or better).

1.6 Contractor shall equip all Ambulances and each Clinical and Operations Field Supervisor Vehicles used in providing Services to the County with radios for communications with hospital receiving facilities and for Ambulance-to-hospital communications.

**2. Cellular Phones**

Contractor's Supervisor Vehicles shall be equipped with a wireless cell phone for direct landline communications with the Base Hospital, receiving hospitals, County Dispatch Center and other necessary personnel or agencies. Cellular phone or other portable

handheld device must be capable of receiving emergency response data from the ACRECC paging system.

**3. 12 Lead ECG Transmission**

Contractor shall install 12-Lead electrocardiogram ("ECG") monitors including a modem for transmission in all Ambulance units, Clinical Field Supervisor vehicles, and FRALS apparatus (in accordance with EXHIBIT M - FIRST RESPONDER SUPPORT),to allow transmission of 12-Lead ECGs to receiving facilities..

## EXHIBIT F - RESPONSE TIMES REQUIREMENTS AND FINES

| Table A - Personnel and Response Time Requirements | | | | |
|---|---|---|---|---|
| **MPDS Dispatch Category** | *Sub Area:* **Personnel Configuration:** | *Metro/Urban* | *Suburban/Rural* | *Wilderness* |
| **Echo** | 2 Paramedics | 08:30 min. | 14:00 min. | 18:00 min. |
| **Delta** | 1 Paramedic<br>1 EMT | 10:30 min. | 16:00 min. | 22:00 min. |
| **Charlie** | 1 Paramedic<br>1 EMT | 15:00 min. | 25:00 min. | 28:00 min. |
| **Bravo** | 2 EMTs | 15:00 min. | 25:00 min. | 28:00 min. |
| **Alpha** | 2 EMTs | 30:00 min. | 40:00 min. | 40:00 min. |

Response Time fines for Charlie, Delta and Echo ambulance responses shall be in effect on the Services Start Date. Response Time fines for Alpha and Bravo responses shall be in effect six months after the Services Start Date.

| Table B - Response Time Fines by Category and Compliance | | | |
|---|---|---|---|
| *Compliance:*<br>**CATEGORY:** | *89.5 – < 90%* | *89 - < 89.5%* | *< 89%* |
| **Echo** | $25,000.00 | $35,000.00 | $50,000.00 |
| **Delta / Charlie** | $15,000.00 | $25,000.00 | $35,000.00 |
| **Bravo / Alpha** | $ 5,000.00 | $10,000.00 | $15,000.00 |

| Table C - Outlier Response Times by Category and Subarea in Minutes & Seconds | | | | |
|---|---|---|---|---|
| *Subarea:*<br>**CATEGORY:** | *Metro/Urban* | *Suburban/Rural* | *Wilderness* | **Fine:** |
| **Echo** | 12:45 | 21:00 | 27:00 | **$5,000.00** |
| **Delta** | 15.45 | 24:00 | 33:00 | **$2,500.00** |
| **Charlie** | 33:00 | 37:30 | 42:00 | **$2,500.00** |
| **Bravo** | 33:00 | 37:30 | 42:00 | **$1,000.00** |
| **Alpha** | 45:00 | 60:00 | 60:00 | **$1,000.00** |

## EXHIBIT G - PARAMEDIC TRAINING REQUIREMENTS

1. **Advanced Cardiac Life Support (ACLS) Certification -** American Heart Association or an approved equivalent.

2. **ECG Training** - interpreting 12-Lead ECGs for ST elevation

3. **Trauma Training** - Prehospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS)

4. **Pediatric Education** - Pediatric Education for Prehospital Personnel (PEPP), Pediatric Advanced Life Support (PALS), or Emergency Pediatric Care (EPC).Contractor shall ensure that all Paramedics complete this training within six (6) months of hire by Contractor.

5. **Company Orientation** - In addition to all other requirements, Contractor shall properly orient all Field Personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, Contractor's policies and procedures; radio communications with and between the provider agency, Base Hospital, receiving hospitals, and County communications centers; and Ambulance and equipment utilization and maintenance.

6. **EMS Orientation** - Contractor shall ensure that all Field Personnel attend EMS orientation sponsored by EMS on a monthly basis. This orientation shall provide an overview of the Alameda County EMS system, review of EMS Policies, documentation requirements, and CPR review.

7. **MCI Response** - Contractor shall train all Ambulance personnel and supervisory staff in their respective roles and responsibilities under the County Multi-Casualty Incident Plan as defined in EMS Policies, and prepare them to function in the medical branch of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel shall be defined by the relevant plans and command structure.

8. **Homeland Security** - Contractor and Contractor’s employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction, and other Homeland Security issues.

9. **Assaultive Behavior Management Training** - Contractor shall provide Ambulance personnel with the training, knowledge, understanding, and skills to effectively manage

patients with psychiatric, drug/alcohol or other behavioral or stress related problem son an on-going basis, as well as difficult scenes. Emphasis shall be on techniques for establishing a climate conducive to effective field management, and for preventing the escalation of potentially volatile situations.

10. **Driver Training** - Contractor shall maintain an on-going driver training program for Ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be reviewed and is subject to approval by the County initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation.

11. **Infection Control** - Contractor shall develop an infection control program, consistent with EMS Policies, that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). The Contractor shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

12. **ICS Training** - All field personnel must complete the following Incident Command System training: ICS 100, 200, 700, and 800. Courses may be completed through independent online-learning; such has free courses available on the FEMA website. Additionally, ICS 300 and 400 are recommended for Supervisors and personnel who shall respond to the County Emergency Operations Center.

## EXHIBIT H - CONTRACTOR'S USER FEES - 911 SYSTEM

| | Effective 11/1/2013 |
|---|---|
| **Bundled Base Rate** | **$1,895.00** |
| **Mileage per mile** | **$45.00** |
| **Oxygen** | **$149.00** |
| ***Treat, Non-transport Rate** | **$400.00** |

***Treat, Non Transport Fee** - shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.

## EXHIBIT I - MANDATORYDATAFIELD REQUIREMENTS

A. Location of incident

B. Approximate time of patient contact

C. Patient name

D. Residence

E. Age

F. Weight

G. General assessment

H. Past medical history

I. History of present illness/ injury

J. Mechanism of injury

K. Medications

L. Allergies

M. Physical assessment

N. Vital signs (BP, Pulse, Respirations, Skin signs, $SpO_2$)

O. Treatment administered

P. Response to treatment

Q. Narrative

R. Glasgow Coma Scale

S. Signature/name of person completing PCR

## EXHIBIT J - FIRST SOURCE AGREEMENT

**Contractor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Contractor shall also provide the County with specific job requirements for new or vacant positions. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Contractor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on Contractor specifications, to Contractor for interviews for prospective employment by Contractor (see Incentives for Contractor Participation under Contractor/First Source Program located on the Small Local Emerging Business (SLEB) Website.

If compliance with the First Source Program shall interfere with Contractor's pre-existing labor agreements, recruiting practices, or shall otherwise obstruct Contractor's ability to carry out the terms of the contract, Contractor shall provide to the County a written justification of non-compliance in the space provided below.

Company Name: _____

Contractors Signature: _____

Title: _____

**Date:** __/__/____

_____ **Date:** __/__/____

(East Bay Works / One-Stop Representative Signature)

## EXHIBIT K – TRANSITION PLAN

**April 2010**

- Alameda County Board of Supervisors awards Agreement
- Begin negotiations with ACRECC for Communications and Dispatch services

**May 2010**

- Identify Paramedics Plus Operations Facility in Alameda County and begin negotiating lease
- Meet with the Alameda County EMS to discuss transition and to negotiate the final contract

**June 2010**

- Meet with NEMSA to develop an agreement to get for monthly update on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**July 2010**

- Complete negotiations with Alameda County FD for Communications and Dispatch services
- Schedule meetings with the current Alameda employees. These informal meetings are designed to quell any rumors and provide employees with useful and factual information about the transition and ensure a smooth changeover.
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**August 2010**

- Review monthly update from NEMSA on # of dues paying members
- Schedule a meeting with the EMS Medical Director and Paramedics Plus senior management team to ensure that our transition plan covers all clinical issues and concerns.
- Receive monthly EMS data dumps to monitor response volumes throughout County

**September 2010**

- Relocation of Chief Operating Officer beginning September 1, 2010
- Execute agreement with ACRECC for Communications and Dispatch services. This should include the following items.
    - ACRECC to hire dispatchers 4-6 months in advance for training
    - Paramedics Plus to participate on ACRECC Technical/Operations subcommittee
    - Paramedics Plus to secure voting membership on Advisory Committee
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Form employee work groups for
    - Equipment layout in ambulances
    - Operations Facility process management
    - EMS Warehouse layout and process management
    - Satellite station locations, layout and process management
- Receive monthly EMS data dumps to monitor response volumes throughout County
- Finalize and execute Paramedics Plus Operations Facility lease and begin lease-hold improvements.

**October 2010**

- Establish an e-mail based method of communication with the incumbent workforce and other system stakeholders. The purpose of these communications will be to manage rumors and provide interested parties with information about the new system and the transition.

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**November 2010**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**December 2010**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**January 2011**

- Obtain appropriate City Business License
- Place orders with vendors for capital equipment including ambulances and other support vehicles
- Set meeting dates, times and locations to begin meeting with incumbent leadership
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**February 2011**

- Conduct meetings with incumbent leadership to have open dialogue regarding concerns from work force, discussion about Paramedics plus philosophy and culture, and set one on one meeting dates to discuss individual transitions to Paramedics plus
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**March 2011**

- Ongoing meetings with the Alameda County EMS, Paramedics Plus senior leadership including human resources and representatives from the union to adjust and finalize the activities and timeline for startup or takeover of operation
- Begin meeting with all Fire Agencies to develop Mutual-Aid Agreements
- Monthly meeting with incumbent leadership to develop transition plans
- Schedule meeting with the incumbent provider's management team to finalize the transition plan.
- Follow up meeting with the System Medical Director and Paramedics Plus senior management team to ensure that our transition plan covers all clinical issues and concerns.
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Monitor Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**April 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Initial delivery of capital equipment and vehicles
- Begin installation of ePCR system
  - Working both with EMS IT and ACRECC IT
- Obtain the following insurances:
  - Automobile Liability

- List of vehicles by VIN, model and year
- Original cost of vehicle
- List of all drivers

- Begin testing, installation and check-off of all equipment
- Receive monthly EMS data dumps to monitor response volumes throughout County

**May 2011**

- Complete outfitting of all EMS vehicles and prepare for Alameda EMS and CHP inspection
- Begin establishing methods and processes of the day to day business and operation including the following:
- Obtain the following insurances:
  - Professional Liability and Commercial General Liability
  - Commercial Umbrella Liability
  - Automobile Liability
  - List of vehicles by VIN, model and year
  - Original cost of vehicle
  - List of all drivers
- Workers' Compensation
  - Number of employees by job classification
  - Address of each location and number of employees at each location by job classification
- All New Employees from Incumbent Provider - Total wages by classification
- Employee Insurance
  - Clarify coverage details for medical, dental, visions, Short and Long Term Disability, AD&D, Life and EAP
  - Number of employees by gender
- Total wages
  - Establish employee 401(k) program
  - Establish payroll system
- Establish accounts payable system by vendor
  - Complete credit application process
  - General Ledger accounts for financials
- Focus on employee needs. Schedule employee meetings over three consecutive days to allow all employees the opportunity to attend. During this meeting we will:
  - Have all employees complete a Paramedics Plus application
  - Have all employees complete drug screen application
  - Have all employees complete drug screen on-site by utilizing a mobile drug screening unit or other approved mobile collection personnel or agency.
  - Obtain copies of all employee certifications
  - Obtain copies of all drivers licenses and social security cards
  - Complete I-9 and EEO documentation
  - Complete W-4 forms
  - Complete insurance coverage forms
  - Distribute policy and procedure manuals with signed acknowledgment of receipt.
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County
- Begin development of an Emergency Operations Plan

- Begin development of Quality Management Plan
- Begin development of CISM Plan

**June 2011**

- Finalize all Fire Agency Mutual Aid Agreements
- Meet with California Highway Patrol and Alameda EMS to license all vehicles
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**July 2011**

- Employee orientations begin
    - Policies and Procedures
    - ePCR system
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**August 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Meet with NEMSA for monthly update on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County
- Submit an Emergency Operations Plan
- Submit Quality Management Plan
- Submit CISM Plan
- Submit controlled substances policy

**September 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**October 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Final check-off of entire Project Plan for completion
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**November 1, 2011 Start-up**

- Paramedics Plus begins operations

## EXHIBIT L - COMMUNITY EDUCATION PROGRAM

1. Contractor shall provide a community education program, based on the needs of the community as defined by the County and EMS. The community education program shall contain some or all of the following, which may change from time-to-time as community needs change:

2. Contractor shall annually undertake at least one project that shall demonstrably improve the health status in the community.

3. Health status improvement programs targeted to "at risk populations" may include but are not limited to:

    a. Seat belt use

    b. Bike safety program

    c. Participation in NTHSA safe communities program

    d. CPR training

    e. 911 awareness

    f. Gun safety

    g. Hunting safety

    h. Drowning prevention

    i. Equestrian accident prevention

    j. Senior safety program

    k. Home hazard inspection program.

    l. Child Passenger Safety Program:

        - Contractor shall implement a child passenger safety program (CPS) in Alameda County. The program shall include the purchase and distribution of car seats to targeted populations, as defined by EMS.

        - Within 18 months of Effective Date a minimum of:

            – one member of the Contractor staff shall earn instructor status in the National Child Passenger Certification Program and shall begin offering a

two-hour introductory CPS course as part of the orientation process for all Field Personnel.

  - two members of the education staff shall earn National Child Passenger Certification through the National Highway Safety Administration's curriculum.

- Contractor shall offer CPS classes to the community at no cost. Contractor shall provide at least one program a year in each city in the EOA including unincorporated areas.
- Contractor shall measure the effectiveness of the child passenger safety program by monitoring the increased incidence of child restraint use. State or County observation studies shall be utilized to provide unbiased documentation. Contractor shall set a goal of contributing to a 1% increase each year in child passenger restraint usage for the County.

m. Gun Safety Program:

- Contractor shall bring Eddie Eagle gun safety program to Alameda County children from pre-K through third grade. This program shall focus on teaching young children what to do when confronted with a found gun.
- Contractor shall partner with Alameda County elementary schools and day-care centers to provide this program at no cost to the facility.
- Contractor shall compile comparative statistics regarding firearm trauma to children ages 10 and younger to track the effectiveness of this program.

## EXHIBIT M - FIRST RESPONDER SUPPORT

1. In addition to the monetary provision for first responder support, Contractor shall provide the following equipment (or similar equipment subject to mutual agreement with the First Responder Agencies) for each First Responder apparatus operating within County, including Contracting Cities in Zone 1, as well as for Contractor's Clinical Field Supervisor and Operational Field Supervisor Vehicles:

    1.1 Rugged mobile personal computers and software for the PCR system for each First Responder unit apparatus, including updates when required for maintenance of compatibility throughout the EMS system.

    1.2 IT support for First Responder computers in #1 above.

    1.3 Ninety 90 LIFEPAK 15 monitor-defibrillators including a modem (by Velocitor) for transmission of 12-lead ECG's for each unit; as well as a sufficient data plan that can accommodate and support this process. Contractor shall hold in reserve 10 additional monitor-defibrillators to be distributed as needed at Contractor's discretion.

    1.4 Ninety 90 Physio-Control Chest Compression System LUCAS devices. Contractor shall hold in reserve 10 additional devices to be distributed as needed at Contractor's discretion.

2. Contractor shall retain ownership of and be responsible for maintenance of the above-listed equipment.

3. Contractor shall also provide EMS continuing education for all Alameda County First Response agencies, regardless of inclusion in the EOA. Recognizing the inherent difficulties in sending First Response agency personnel to Contractor's location, continuing education shall be made available at First Response agencies through Contractors four clinical education coordinators. For new fire employees, collaboration with First Responder Agencies shall also include field internships, riding on Ambulances and working with Contractor's field training officers for initial system training.

## EXHIBIT N - HIGH RISK PATIENT DESCRIPTION

"A High-Risk PCR" is a patient care report for a High-Risk Patient. A High-Risk Patient is defined as follows:

**1.** STEMI (ST-Elevation Myocardial Infarction) patient transported to any hospital, including a Cardiac Receiving Center, per EMS Policies

**2.** CVA (Cardio-Vascular Accident) patient transported to any hospital, including a Stroke Center, per EMS Policies

**3.** Critical Trauma Patient with a trauma activation, per EMS Policies

**4.** Any patient not breathing or breathing ineffectively (Echo call)

**5.** Any emergent(lights and siren) return to the hospital

**6.** Any patient (other than a 5150 patient who has been medically cleared) who is unable, for any reason, to provide a history

**7.** Any patient aged 10 or less

## EXHIBIT O - Proposal of Paramedics Plus

(Appendices 1-56 incorporated by reference, but not attached)

**[Attachment G]**

**From:** Johnson, Michael L
**Sent:** Friday, April 15, 2016 2:07 PM
**To:** Gist Skinner, Trinette (tgistskinner@oaklandnet.com); Lee, Pat (PLee@oaklandnet.com); Feng, Pauline (PFeng@oaklandnet.com)
**Subject:** documents for the audit

Good afternoon, all.

Here are the documents that I have for the audit (attached).

It seems like all we need at this point are:

- The multi-year cash flow projections for M and N.
- The capital expenditure plan for equipment purchases
- And the corrected language on the appropriate end of year fund balance (past was 7-10%)

Please let me know what else you all might need from me.

Best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

**[Attachment H]**

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Thursday, November 12, 2015 2:26 PM
**To:** Shah, Kaiser
**Subject:** RE: Duodote Auto Injector disposal

Hello, Kaiser.

I am just following up on the reverse distribution for the Duodote Auto Injectors for Oakland Fire.

Please let me know how we can return these.

Thanks.

Michael L. Johnson
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com

**From:** Shah, Kaiser [mailto:Kaiser.Shah@inmar.com]
**Sent:** Friday, November 13, 2015 10:31 AM
**To:** Johnson, Michael L
**Cc:** Nair, Dewika
**Subject:** RE: Duodote Auto Injector disposal

Michael,

Hello. Thank you for the information.

Prepaid UPS labels are offered to facilitate the shipping process. Each label is for single use.

Please print and affix the attached prepaid UPS (ARS) label on the shipment containing the old/expired DuoDotes®. The tracking number on the label will allow the option to conveniently monitor the shipment and confirm its receipt. For reference, please include a copy of this email with your shipment.

Thank you for allowing the opportunity to serve your business needs.

**Kaiser Shah**
Inside Sales Coordinator

inmar

# [Attachment I]

**From:** McGehee, Stewart
**Sent:** Wednesday, December 02, 2015 4:15 PM
**To:** Wanzo-Bryant, Felicia
**Subject:** REVISED ACCOMPLISHMENTS LIST
**Importance:** High

Felicia,

Please use this list. I had one MSD accomplishment listed under the Fire Comm Division

**MEDICAL SERVICES DIVISION -**

**Created the Best Practices Committee -**
Committee goal is to provide more operational perspective and feedback related to research and development of new EMS equipment, changes in EMS policy and procedures, suggested changes for the County electronic patient care report (ePCR), and peer-based

**Added Improved Suction Units to all Fire Apparatus -**
These are compact units that are now carried in the Airway Bag and are immediately accessible to fire crews at the scene of an EMS call.

**Updated the Bone Drills on all Paramedic Fire Apparatus -**
Bone drills are used in certain instances to put fluids directly into the bone instead of intravenously. These new drills are updated and will provide much longer battery life.

**EMS Compartment Locks -**
Completed the installation fleet-wide of locking compartments for EMS equipment. This secures the drug box that contains controlled substances (narcotics), cardiac monitor, and all other EMS equipment.

**Created the OFD Paramedic Accreditation Policy -**
This policy provides a standardized method of evaluating the paramedic skills of the newly created position of Firefighter Paramedic Trainee. These trainees complete a 16-week fire academy and are then placed into the field on fire companies and required to complete the County-approved accreditation process.

**Created Accreditor Training Program -**
Developed training curriculum for paramedics to become accreditors. The accreditors serve to evaluate the medical skills of newly hired probationary Firefighter Paramedics to assure safe and appropriate medical care is provided to the community.

**Created a Reverse Distribution System for Controlled Substances (narcotics) -**
This new policy addresses a requirement from the Alameda County EMS Agency that tracks a vial of a controlled substance from the time it is purchased, delivered, inventoried, assigned to a paramedic fire company, used in patient care, and the balance of the vial's contents shipped to a licensed receiving facility and destroyed.

**FIRE DEPARTMENT COMMUNICATIONS -**

**Complete Remodel of Fire Communications facility -**
This includes all new ergonomic workstations, improved dispatch computer screens and a state-of-the-art video information system mounted on the walls of the Communications Center.

**Completed Mobile Data Terminal (MDT) Installation on all Frontline Fire Apparatus -**
MDTs were installed on all frontline fire apparatus to reduce radio traffic and allow better communication of emergency response details, map guidance to emergency incidents, ability to access other software such as Outlook, Telestaff, etc.

**Monthly Response Performance Data Provided to Fire Companies -**
CAD data is used to provide turnout time and response time at the 90th percentile to all fire companies on all three shifts (A, B, and C shifts). This enables fire companies to adjust to provide improved response performance if indicated.

Stewart McGehee
Fire Division Manager
Medical Services Division
Oakland Fire Department
Office 510-238-3736
Cell 510-316-3263

# CITY OF OAKLAND
## *AGENDA REPORT*

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Vice Mayor De La Fuente & Councilmember Jean Quan
DATE: May 26, 2009

**ORDINANCE AMENDING CHAPTER 2.34, ARTICLE 2, OF THE OAKLAND MUNICIPAL CODE AUTHORIZING A MUNICIPAL IDENTIFICATION CARD PROGRAM TO PROVIDE FOR THE ISSUANCE OF MUNICPAL IDENTIFICATION CARDS TO RESIDENTS OF THE CITY OF OAKLAND FOR THE PURPOSES OF IMPROVING PUBLIC SAFETY, INCREASING CIVIC PARTICIPATION, AND SUPPORTING LOCAL COMMERCE**

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**SUMMARY**
The proposed ordinance establishes the Oakland Municipal Identification Card Program. Modeled after San Francisco's City ID card, the proposed ordinance establishes Oakland's Municipal ID program to be administered by the office of the City Clerk. There are several advantages to the adoption of an Oakland Municipal ID which are detailed below, including: 1) improved public safety 2) increased civic and local commerce participation; and 3) greater access to City services. As written, all Oakland residents would be eligible for an Oakland Municipal ID Card upon presenting proof of identity and proof of residency in the City of Oakland.

In addition to this Agenda Report, please see the *Oakland City ID Card Proposal*, available at http://oaklandcityidcard.org, for an extensive third-party report by the Oakland City ID Card Coalition—a coalition of nonprofit organizations, small businesses, and Oakland residents.

**FISCAL IMPACTS**
This ordinance may result in an increase in revenue through the fees associated with the issuance of the cards. Because several implementation options are still being explored, it is not known at this time whether additional staff resources may be needed.

Options currently being explored include:

1. Partner with San Francisco to use their card machine
2. Make capital investment for the card machine here in Oakland and recoup costs over a period of time through the fees generated by the issuance of the ID cards.
3. Make capital investment for the card machine here and partner with neighboring municipalities who are also moving forward with their own municipal ID programs.
4. Share capital investment costs for the card machine with neighboring municipalities.
5. Lease card machine equipment rather than purchasing equipment
6. Pay Per Card – cards would be issued directly through a third party vendor thus the City would not make a capital investment for the card machine

7. Use card machine equipment already owned by City departments if such equipment has the capacity to produce high quality, secure cards with the capacity to add additional functions i.e. magnetic strip for future activation.
8. Partner with a bank in order to have the cards produced by a third party vendor with the option of adding debit functionality to the card.

***Additional potential fiscal impacts include:***
Increased tax revenue from expected increase in commerce, Several local merchants have already expressed a willingness to participate in the launch and promotion of the municipal ID card by offering discounts to shoppers who present their municipal ID card. The municipal ID card can be used to promote shopping locally with the incentive of receiving discounts. In addition, if citizens are given the option to add debit functionality, the City could generate revenue via nominal fees charged for routine transactions made by these citizens.

**BACKGROUND**
In October 2005, the Connecticut based organizations Junta for Progressive Action, Unidad Latina en Acción (ULA), and Yale Law School's Community Lawyering Clinic published "A City to Model," a report that included a proposal for the City of New Haven to create a municipal identification card as a way to protect public safety and improve relationships between its immigrant communities and the city, especially the undocumented population which represents about 10-12 percent of the total population. The study pointed out that some Connecticut cities were already issuing a "City Identification Card" to their employees and that a Connecticut statute recognized the possibility that municipalities may issue their own ID cards. Further, it highlighted that some U.S. cities were already issuing different types of ID cards, including for residential parking permits, usage of municipal parks, beaches, community centers, pools, and medical marijuana.

New Haven, Connecticut became the first U.S. city to enact municipal identification legislation in June 2007 and began to issue its Elm City Resident Cards in July 2007. The New Haven program was subsequently recognized by the National League of Cities for Municipal Excellence in 2007. It was honored for successfully implementing the "Elm City Immigration Project", a chief component of which was their Elm City Resident Card program; a program that the City of Oakland is attempting to emulate with this proposal.

San Francisco followed suit and approved its legislation in November 2007, launching its City ID Card program on January 15, 2009. As of April 21, 2009, San Francisco has issued 1,941 City IDs. Oakland's proposed ordinance is modeled after the San Francisco ordinance which survived a legal challenge under the California Environmental Quality Act, after that lawsuit was dismissed by the San Francisco Superior Court.

The San Francisco Public Safety Committee of the Board of Supervisors held a pubic hearing on the status of the implementation of their municipal ID program on May 4, 2009. By and large the results have been very positive for the City of San Francisco. Staff reported an incredible demand for the municipal ID card and noted that as of the date of the hearing, they are booked

until September with appointments. Community members and community based organizations spoke about the positive impacts the card has had in the community. Some problems noted in the San Francisco experience include the need for additional outreach in the community and more promotion of the card, more education in the police department regarding the acceptance of the card as a valid form of ID, and a need to further diversify the population who is applying for the card. Of biggest concern was the large number of people who were turned away for lack of proper documentation. Several residents have been turned away for not having adequate proof of residency and thus SF recognizes the need to conduct more outreach and education in the community about how to obtain the card. San Francisco is now exploring ways to add additional options to the use of the card including adding a "debit component" to their card which would allow card holders to active the magnetic strip on the back of the card to be used similarly to a debit card.

Federal or state law does not bar municipalities from issuing their own ID cards to any resident, regardless of the resident's immigration status. The federal REAL ID Act of 2005 compels state governments to require their state ID card or state driver's license applicants to meet the "legal presence" immigration status requirement. However, the REAL ID Act does not apply to jurisdictions other than states and therefore does not apply to county or city government issued IDs. Furthermore, California law grants municipalities with broad enforcement and spending powers to adopt measures in furtherance of health, welfare and public safety of its residents.

While there have been many efforts to utilize foreign government issued consular identification cards as appropriate identification cards (known as *matricula consular* in Spanish), the experience of many Oakland residents has been that these have various burdensome limitations. First, consulate IDs are not available to all foreign nationals in the U.S., and Oakland is one of the most diverse cities in the country with immigrants from all over the world. Second, some would have to travel far, even to other states, to acquire a consulate ID. Third, there is a lack of understanding as to which agencies accept consulate IDs. Some agencies do not accept them at all while others accept them as a secondary form of identification. Fourth, a consulate ID can be used as an identifying mark to target undocumented immigrants and discriminate against them. The creation of an Oakland Municipal ID card would mitigate and even remove these burdens as it would be a widely available, local government issued card with multiple potential uses.

Assembly Bill 772 (Ammiano,) The Local Government Identification Card, is currently pending in the state legislature. AB 772 would establish the local government Identification Act and authorize counties to establish municipal ID programs, modeled on the San Francisco Municipal ID Program. Additionally, the cities of Los Angeles, Richmond and Berkeley are currently discussing the possibility of introducing their own municipal ID Programs.

**KEY ISSUES AND IMPACTS**

Key consequences of not having a valid form of identification are negative impacts both public safety and the local economy. Many people in Oakland—including but not limited to immigrants, children and students, the homeless and indigent, the disabled and elderly, runaway

youth and adult survivors of domestic violence—currently suffer from the lack of official identification, which restricts their access to law enforcement, financial institutions, jobs, housing, and home and workplace protections.

The table below summarizes some of the barriers faced by different populations when attempting to obtain a government issued identification card.

**Table 1: Barriers to Obtaining a California State ID or Driver's License**

| Group | Barriers |
|---|---|
| Undocumented Immigrants | - Ineligible if no proof of U.S. legal presence |
| Youth | - Ineligible if no proof of U.S. legal presence<br>- School might not issue a school ID card<br>- May not have access to personal records/documents if runaway or otherwise separated from parents/guardians<br>- May be unaware that may qualify for reduced fee state ID or may not qualify |
| Elderly | - Ineligible if no proof of U.S. legal presence<br>- May be unaware of "no fee" age 62+ senior citizen state ID<br>- May be unaware that may exchange valid driver's license for no-fee ID card if no longer able to drive safely because of physical or mental condition |
| Homeless | - Ineligible if no proof of U.S. legal presence<br>- May not have access to personal records/documents<br>- May be unaware that may qualify for reduced fee state ID or may not qualify<br>- May be unaware that can use agency or friend address to apply for state ID |
| Transgender / Gender Variant | - Ineligible if no proof of U.S. legal presence<br>- May not have medical proof necessary to complete Medical Information Authorization form (DL 328) for name and gender change<br>- May not want to engage in process of changing gender identity on California documents due to cost and time constraints |

**Public Safety Benefits**
Our City's often marginalized immigrants, youth, homeless, indigent, and survivors of domestic violence, are often further marginalized due to the lack of a valid form of identification. Without such identification they are often afraid to report crimes to the police. In Oakland, the underreporting of crime is a significant citywide problem, as is the lack of cooperation with police during follow-up investigations. People who lack a valid form of identification are also often afraid to report labor and housing violations—such as blighted properties, slum landlords, and workplace health, safety, and wage violations—to the appropriate authorities. Staff in San Francisco and New Haven have indicated that providing residents who cannot otherwise obtain a valid form of identification with a municipal ID has resulted in an increase in crime reporting and cooperation with law enforcement in both cities.

In addition to being a means to encourage crime victims to report crime, the Municipal ID will provide police officers with another tool to identify crime victims, witnesses and suspects who would otherwise lack any form of identification. Decreased crime reporting and witness cooperation among many communities in Oakland has resulted in decreased public safety for all Oakland residents.

There is also a potential cost savings for local law enforcement because a Municipal ID offers officers the option to cite and release rather than to arrest and individual due to lack of ID. Officers have reported that often times they are forced to arrest an individual simply because they don't have a valid ID, they must then transport them to either Santa Rita or North County Jail , a process which can take up to several hours.

**Economic Benefits**
The implementation of a municipal ID program also offers benefits to the local economy. An Oakland Municipal ID Card will make it easier for all residents to participate in local and regional commerce—by opening a bank account, establishing credit, and accessing loans and the housing market. Without appropriate identification, it is difficult to open bank accounts, which often results in immigrants carrying large amounts of cash. These individuals are therefore specifically targeted for robbery and other violent crimes. Over the past year, the Oakland City ID Card Coalition has worked with several banks to assess whether they would accept an Oakland municipal ID as a valid form of ID from people when opening a bank account and several banks have expressed their willingness to do so.

A 2004 report to the City Council regarding check cashiers and check cashing businesses cited a report by the Urban Law & Public Policy Institute and Consumer Federation of America which revealed that, "check cashing facilities charge interest rates as high as 900 percent." Also cited in that report was a study by the American Association of Retired Persons which indicated:

> "Customers using check cashing businesses average 13 transactions per year, per borrower, with 21 percent reporting more than 20 transactions in a year. Nearly 28

percent of consumers without a traditional checking account cash their checks primarily at check cashing institutions."

Offering our residents the opportunity to obtain a Municipal ID which will in turn be accepted by local banks is the first step towards giving low income residents access to the mainstream tools for wealth creation.

**Protection Against Counterfeit ID Cards**

The Oakland Municipal ID will be unique to the City of Oakland and will be produced with the highest security measures built in to protect against counterfeit reproduction. In conversations with the Oakland Police Department, the police have made it clear that the proposed municipal ID needs to contain security measures to protect the ID against fraud and counterfeit reproduction. In response, research has been conducted by the Oakland City ID Card Coalition as well as the two council offices to ensure that technology is available to produce high quality and secure cards. For example, the cards issued in San Francisco contain micro text features, unique quality of laser engraving, images seen only through Ultra Violet lighting, and a biometrics feature which captures an individual's face characteristics and will alert the clerk of any "matches" in the system when someone applies more than once for a card.

**Potential Uses and Partnerships**

Because a goal of the City is for the Oakland Municipal ID Card to be used by as many and as widespread an array of residents as possible, the City will work with all City departments, the County, community-based organizations, and businesses to add Card benefits, uses, and partnerships that foster this goal.

Potential added benefits and uses include, but are not limited to, using the Card as an ATM/debit card, in U.S. dollars or such local currency as may be developed, for low-cost and no-cost financial benefits, such as direct deposit of wages, ATM/debit purchases (including paying for parking and other City services), and money transfers; a library card, a bus pass, and/or a discount card at participating businesses. Potential partnerships include, but are not limited to, using the Card as student identification for the Oakland Unified School District and local colleges and universities; and working with the County of Alameda and other appropriate external agencies and local governments to promote the acceptance of the Card by such agencies and local governments. In June 2008, the Peralta Community Colleges District Board of Trustees passed a resolution in support of a Oakland Municipal ID (resolution 07/08-64.)

The various uses and partnerships will be further defined during the implementation of the Municipal ID program and contingent on the type of technology the City decides to use to implement the program, as well as the cooperation of potential partners. However, we do know that the technology exists to create a card with multiple capabilities.

**PROJECT DESCRIPTION**

The Oakland Municipal ID program would be administered by the office of the City Clerk. To obtain a Municipal Identification Card, a Resident would be required to complete an application, under penalty of perjury, and would be required to submit proof of identity and proof of residence within the City of Oakland. Upon receipt of both the proof of identity and residency or other qualifying status, and payment of the applicable fee, the City Clerk will issue a Card to the applicant. The card will display the person's photo, address, signature, date of birth and an expiration date.

The following documents shall be required in order to obtain a Municipal ID:

1. Proof of Identity. In order to establish identity, each applicant must present either:

   a. One of the following documents containing both the applicant's photograph and date of birth; a U.S. or foreign passport; a U.S. driver's license; a U.S. state identification card; a U.S. Permanent Resident Card (commonly known as a "Green Card"); a consular identification ("CID") card; or a photo identification card issued by another country to its citizens or nationals. Where the applicant is aged thirteen or under, he or she may in the alternative present a certified copy of a U.S. or foreign birth certificate to establish identity under this subsection; or

   b. Two of the following documents, provided that at least one form of identification shall display the applicant's photograph and date of birth: a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; a U.S. or foreign military identification card; a current visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter, an identification card issued by a California educational institution, including elementary, middle, secondary, and post-secondary schools; a certified copy of a U.S. or foreign birth certificate; a court order issued by a state or federal court to verify a person's identity, or a Social Security card. Notwithstanding the above, where the applicant is aged thirteen or under, he or she may in the alternative present an official medical record and/or official school record to establish identity under this subsection, provided that at least one of the two forms of identification presented shall display the applicant's date of birth.

2. Proof of Residency.

   a. In order to establish residency, each applicant must present one of the following items, provided that the item includes both the applicant's name and a residential address located within the City: a utility bill dated within the last thirty days; a written

verification issued by a homeless shelter that receives City funding confirming at least fifteen days residency within the last thirty days; a written verification issued by a hospital health clinic or social services agency that receives City funding confirming at least fifteen days residency within the last thirty days; a local property tax statement or mortgage payment receipt dated within the last thirty days; a bank account statement dated within the last thirty days; proof of a minor currently enrolled in a City school; an employment pay stub dated within the last thirty days; a written ruling, order or notice from the Oakland Rent Adjustment Board dated within the last thirty days; a jury summons or court order issued by a state or federal court dated within the last thirty days; a federal or state income tax or refund statement dated within the last thirty days; or an insurance bill (homeowner's, renter's, health, life or automobile insurance) dated within the last thirty days. If a certified copy of a marriage certificate is presented at the time of application, an applicant may prove residency using documents bearing the name of his or her spouse.

**SUSTAINABLE OPPORTUNITIES**

Economic: An Oakland Municipal ID Card will make it easier for all residents to participate in local and regional commerce—by opening a bank account, establishing credit, and accessing loans and the housing market.

Environmental: There are no environmental opportunities from this program.

Social Equity: As written, all Oakland residents would be eligible for an Oakland Municipal ID Card upon presenting proof of identity and proof of residency in the City of Oakland.

**DISABILITY AND SENIOR CITIZEN ACCESS**

The Oakland Municipal ID will be made available to all residents with disabilities and to senior citizens.

**RECOMMENDATION AND RATIONALE**

We recommend passage of this Ordinance, as it would provide an additional tool to encourage all Oaklanders to access City services, participate in local commerce, and to cooperate with law enforcement. We recommend that the City Administrator identify a staff liaison to work on the development of implementation options to be presented to the City Council for the Oakland Municipal ID Program. These actions would be incorporated into current staffing responsibilities.

**ACTION REQUESTED OF THE CITY COUNCIL**

We request that the Council accept the proposed ordinance, and direct the City Administrator to return with an implementation plan that includes detailed information on potential courses of action for implementation of the Municipal ID program. All options shall include detailed fiscal impact information, staffing needs (if any,) equipment needs, and a proposed course of action with proposed timelines for the roll out of the Municipal ID program. All options should, to the extent possible, be cost covering. Staff is directed to come back in 8 weeks with an implementation plan for the program.

Respectfully submitted,

Vice Mayor Ignacio De La Fuente

Councilmember Jean Quan, District 4

Prepared by:
Claudia Burgos, Policy Analyst District 5 &
Michael Johnson, Policy Analyst District 4

Item:_____
F/M Committee
May 26, 2009

Approved as to Form and Legality

City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

09 MAY 14 PM 3:51

# OAKLAND CITY COUNCIL

**ORDINANCE NO. _____ C.M.S.**

INTRODUCED BY VICE-MAYOR IGNACIO DE LA FUENTE & COUNCILMEMBER JEAN QUAN

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**ORDINANCE AMENDING CHAPTER 2.34, TITLE 2, OF THE OAKLAND MUNICIPAL CODE AUTHORIZING A MUNICIPAL IDENTIFICATION CARD PROGRAM TO PROVIDE FOR THE ISSUANCE OF MUNICIPAL IDENTIFICATION CARDS TO RESIDENTS OF THE CITY OF OAKLAND FOR THE PURPOSES OF IMPROVING PUBLIC SAFETY, INCREASING CIVIC PARTICIPATION, AND SUPPORTING LOCAL COMMERCE**

**WHEREAS**, many Oakland residents—including but not limited to immigrants, children and students, the homeless, transgender, the indigent, the disabled and elderly, runaway youth and adult survivors of domestic violence, and others—currently suffer from the lack of official identification, which restricts their access to law enforcement, financial institutions, jobs, housing, and home and workplace protections; and

**WHEREAS,** many marginalized communities lack a valid form of identification and without identification are afraid to report crimes to the police; and

**WHEREAS**, those who lack a valid form of identification are also often afraid to report labor and housing violations—such as blighted properties, slum landlords, and workplace health, safety, and wage violations—to the appropriate authorities; and

**WHEREAS**, without appropriate identification, it is difficult to open bank accounts, and immigrants carrying large amounts of cash are therefore specifically targeted for robbery and other violent crimes; and

**WHEREAS**, lack of a valid form of identification translates into limited access to financial institutions and fear of police and other city officials, thus resulting in decreased participation in the formal city economy and other civic matters; and

**WHEREAS**, an Oakland Municipal ID Card will make it easier for all residents to participate in local and regional commerce—by opening a bank account, establishing credit, and accessing loans and the housing market; and

**WHEREAS**, the Oakland Municipal ID Card will fill a void by providing an official form of personal identification for the many Oakland residents who currently lack one; and

**WHEREAS,** the Municipal ID card will unify the Oakland community, make it safer and more secure, benefit the local economy, and facilitate participation in public and private City activities; and

**WHEREAS,** the Cities of New Haven, Connecticut and San Francisco, California have implemented such municipal ID programs and have reported an increase in reporting of crimes in those cities; and

**WHEREAS,** the Oakland Municipal ID Card will be unique to the City of Oakland and will be produced with the highest privacy and security measures built in to protect the public safety and against counterfeit reproduction; and

**WHEREAS,** the City wishes to take appropriate measures—including but not limited to implementing meaningful benefits and uses for the Oakland Municipal ID Card and developing substantial partnerships for its dissemination—to ensure that the card is widely used and thereby of the greatest benefit to its residents and the aforementioned marginalized populations; and

**WHEREAS**, the City wishes to create a reliable form of identification for all of its residents; now, therefore

**THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:**

**Section 1**. That the City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Ordinance.

**Section 2** That the following provisions are hereby added to Chapter 2.34 of Title 2 -- Administration and Personnel, of the Oakland Municipal Code, to read as follows:

**2.34.020. Municipal Identification Cards - Definitions**
For purposes of Sections 2.34.020 through 2.34.090, the following definitions shall apply.
**"City"** shall mean the City of Oakland, or any department, board, commission or agency thereof.
**"Municipal Identification Card"** shall mean an identification card issued by the City of Oakland that shall display, including but not limited to, the cardholder's name, photograph, address, date of birth, and an expiration date.
**"Program Administrator"** shall mean the City Clerk or such other City Department or Agency that the City Administrator may designate.

"**Resident**" shall mean a person who can demonstrate that he or she has been present in the City of Oakland for at least fifteen continuous days and who presents "proof of residency" as specified in Section 2.34.040(A)(2).

**2.34.030 Issuance and Purpose of Municipal Identification Cards**

A. Upon request, the Program Administrator shall issue a Municipal Identification Card to any Resident who meets the application requirements set forth below in Section 2.34.040 and pays the applicable fee. The Card shall bear the seal of the City, and the Program Administrator shall cause the Card to be produced in a form intended to thwart replication or counterfeiting. Cards shall be valid for a maximum of two years from the date of issuance as long as residence in the City is maintained during that time. Card holders shall surrender their Municipal Identification Card upon moving residence out of the City of Oakland.

B. It is the City's intent that Municipal Identification Cards will provide residents with a means of proving their residency in the City of Oakland, for the purpose of accessing City programs, services and activities, and providing identification to law enforcement.

**2.34.040 Applications**

A. To obtain a Municipal Identification Card, a Resident shall complete an application, under penalty of perjury, requiring proof of identity and proof of residence within the City. Upon receipt of both the proof of identity and residency that this Section specifies, and the applicable fee, the Program Administrator shall issue a Card to the applicant.

1. Proof of Identity. In order to establish identity, each applicant must present either:

a. One of the following documents containing both the applicant's photograph and date of birth: a U.S. or foreign passport; a U.S. driver's license; a U.S. state identification card; a U.S. Permanent Resident Card (commonly known as a "Green Card"); a consular identification ("CID") card; or a photo identification card issued by another country to its citizens or nationals that meets the requirements of Section 2.34.010(A). Notwithstanding the above, if the applicant is thirteen years of age or younger, he or she, as an alternative, may present a certified copy of a U.S. or foreign birth certificate to establish identity under this subsection; or

b. Two of the following documents, provided that at least one form of identification shall display the applicant's photograph and date of birth: a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; a U.S. or foreign military

identification card; a current visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter; an identification card issued by a California educational institution, including elementary, middle, secondary, and post-secondary schools; a certified copy of a U.S. or foreign birth certificate; a court order issued by a state or federal court to verify a person's identity; or a Social Security card. Notwithstanding the above, where the applicant is aged thirteen or under, he or she may in the alternative present an official medical record and/or official school record to establish identity under this subsection, provided that at least one of the two forms of identification presented shall display the applicant's date of birth.

2. Proof of Residency.

a. In order to establish residency, each applicant must present one of the following items, provided that the item includes both the applicant's name and a residential address located within the City: a utility bill dated within the last thirty days; a written verification issued by a homeless shelter that receives City funding confirming at least fifteen days residency within the last thirty days; written verification issued by a hospital health clinic, or social services agency that receives City funding, confirming at least fifteen days residency within the last thirty days; a local property tax statement or mortgage payment receipt dated within the last thirty days; a bank account statement dated within the last thirty days; proof of a minor currently enrolled in a City school; an employment pay stub dated within the last thirty days; a written ruling, order or notice from the Oakland Rent Adjustment Board dated within the last thirty days; a jury summons or court order issued by a state or federal court dated within the last thirty days; a federal or state income tax or refund statement dated within the last thirty days; or an insurance bill (homeowner's, renter's, health, life or automobile insurance) dated within the last thirty days. If a certified copy of a marriage certificate is presented at the time of application, an applicant may prove residency using documents bearing the name of his or her spouse.

b. The Program Administrator may by regulation provide that if an applicant is thirteen years of age or younger, cannot produce any of the items set forth in this Subsection (A)(2) to prove residency, a parent or legal guardian may verify the applicant's residency, provided that the parent or guardian himself or herself would be eligible for a Municipal Identification Card.

3. The Program Administrator may by regulation provide for acceptance of additional forms of proof of identity and/or proof of residency, provided that the Program Administrator determines that such forms of proof are:

a. issued by a governmental entity, or

b. issued by an entity that takes reasonable steps to verify the identity and/or residency of the individual to whom the item is issued, or

c. of a type that is normally accepted as proof of identity and/or proof of residency in the ordinary course of business.

B. An application submitted on behalf of a minor must be completed by such minor's parent or legal guardian.

C. The City shall keep confidential to the maximum extent permitted by applicable laws, the name and other identifying information of persons applying for and receiving Municipal Identification Cards. The City shall cause the applications to be produced in a form that allows applicants to state their privacy preferences. The City shall not retain records of applicants' residential addresses.

**2.34.050 Implementation**

The Program Administrator is authorized to adopt rules and regulations not inconsistent with this Section, subject to approval as to form and legality by the City Attorney, in order to implement and administer the issuance of Municipal Identification Cards. The City shall require applicants to declare the information provided in their applications under penalty of perjury.

**2.34.060 Fees**

The City shall charge a fee for each application submitted.. Such fees shall not exceed the administrative costs reasonably associated with the production of the Cards. The Program Administrator shall, by regulation, provide for reduced application fees, up to and including complete waiver of the fee, for low-income applicants who present proof of income status in a form to be determined by the Program Administrator. The Fee will be set and published in the Master Fee Schedule.

**2.34.070 Acceptance by City Departments**

A. When requiring members of the public to provide identification or proof of residency in the City, each City department shall accept a Municipal Identification Card as valid identification and as valid proof of residency in the City, unless such City department has reasonable grounds for determining that the card is counterfeit, altered, or improperly issued to the card holder, or that the individual presenting the card is not the individual to whom it was issued.

B. Other than requiring the City to accept the Card as proof of identification and City residency, this Section is not intended to replace any other existing requirements for issuance of other forms of identification in connection with the administration of City benefits and services. The requirements of this Section do not apply under circumstances where (1) a Federal or State statute, administrative regulation or directive, or court decision requires the City to obtain different identification or proof of residence, (2) a Federal or State statute or administrative regulation or directive preempts local regulation of identification or residency requirements, or (3) the City would be unable to comply with a condition imposed by a funding source, which would cause the City to lose funds from that source.

**2.34.080 City Undertaking Limited to Promotion of General Welfare**

In undertaking the adoption and enforcement of this ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

**2.34.090 Counterfeit and Fraudulent Cards**

It is a misdemeanor violation of this Code, as specified in Chapter 1.28, for any person or entity to do any of the following acts:

A. To knowingly present false information to the City in the course of applying for a Municipal Identification Card.
B. To alter, copy, or replicate a Municipal Identification Card without the authority of the City.
C. To Use the Municipal Identification Card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

**Section 3**. Non-Severability

The City Council intends that all the provisions of this ordinance function as an interdependent whole. If a court of competent jurisdiction rules that the City may not implement or enforce any provision of this ordinance, then all City officers and employees shall henceforth cease implementing and enforcing all provisions of this ordinance.

**Section 4.** This Ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes on final adoption as provided by Section 216 of the City Charter; otherwise it shall become effective upon the seventh day after final adoption

IN COUNCIL, OAKLAND, CALIFORNIA,_____, 200_

**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND PRESIDENT BRUNNER

NOES-

ABSENT-

ABSTENTION-

ATTEST:_____

LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: _____

**ORDINANCE AMENDING CHAPTER 2.34.020, TITLE 2, OF THE OAKLAND MUNICIPAL CODE AUTHORIZING A MUNICIPAL IDENTIFICATION CARD PROGRAM TO PROVIDE FOR THE ISSUANCE OF MUNICPAL IDENTIFICATION CARDS TO RESIDENTS OF THE CITY OF OAKLAND FOR THE PURPOSES OF IMPROVING PUBLIC SAFETY, INCREASING CIVIC PARTICIPATION, AND SUPPORTING LOCAL COMMERCE**

## NOTICE AND DIGEST

This Ordinance amends Oakland Municipal Code Chapter 2.34, Title 2, and establishes a Municipal Identification Card, issued by the City of Oakland to City residents

## 11. Jobs Through Jean

Two years ago, Michael Johnson *(in tie, on left)*, then on my staff, led an effort to work with 18 young people who had been hanging out in the Laurel and getting into escalating mischief. We set up "shop" on the corner one day during our regular office hours and with recruiters from Laney College and local businesses. The program continued at a nearby coffee shop with internet access where neighborhood volunteers worked with the students to go back to school, enroll in GED or job training programs and even get their juvenile police records expunged. The result was that in 8 months, 15 of the 18 youth were either back in school or in a job training program.

That's when I realized that it didn't take a ton of money to make a difference. It required focusing our time and asking for help from community. For so many of Oakland's youth, having an adult mentor can provide them the hope they need to stay in school, pursue a job and lead a productive life here in Oakland. **Please consider joining my campaign for 2000 Mentors to work with Oakland's most at risk youth**--those that are aging out of Foster Care, returning to Oakland from juvenile hall, or those who have 10 or more unexcused absences that will make it very difficult to graduate from high school on time.

## 12. Greening of Oakland

As former chair of the Alameda Waste Management Authority or **Stopwaste.org**, I led efforts to expand recycling, adopt Zero Waste and Bay Friendly landscaping standards. In Oakland I worked on measures to provide equal recycling services in all parts of the city, to offer green cans for composting, to add battery recycling, introduce the city's first solar trash compactor container (left), and dramatically

CITY OF OAKLAND

# *INTER OFFICE MEMORANDUM*

**TO:** Sabrina Landreth, City Administrator **FROM:** Darin White, Fire Chief

**SUBJECT:** Medical Equipment Purchasing **DATE:** September 12, 2018

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Good day, Madame City Administrator.

As of August 30th, the Medical Services Division (MSD) has accumulated more than $85,000 in invoices for medical equipment since last March. At that time, a previous backlog of accumulated invoices was approved for payment by your office. From the time that CAO approval was given to process those invoices for payment, **staff continued to purchase medical equipment for critical operations.** The majority of the invoices attached to this memorandum reflect the purchases made during that period. The others reflect invoices that accumulated while MSD was seeking CAO payment authorization.

Also, since March, several contracting and purchasing measures have been taken in order to eliminate the need for future requests of this nature. For instance, **staff has worked closely with Purchasing to complete an RFQ for medical equipment.** From that RFQ, the City selected two of our current vendors, Boundtree and Life-Assist. These two vendors are also the vendors from whom MSD buys the vast majority of its equipment. In fact, invoices from those two vendors represent 95% of our outstanding total of $86,493.81.

So too, staff sought and **won Council approval (based upon cost projections) to add an additional sixty-thousand dollar ($60,000) allocation to our recently executed 3-year service agreement** for Advanced Life Support equipment with Physio-Control, Inc. The extra funding was requested so as to absorb minor equipment replacement costs not specifically covered under the service agreement.

Physio-Control equipment-related costs represent 4% of the outstanding total. Together with Boundtree and Life-Assist's invoices, these three vendors represent 99% of all of the outstanding charges. The final vendor, Arrow/Teleflex, represents roughly 1% of the total and is only sporadically utilized to provide intraosseous drills and related parts and accessories.

**History:**

Measure N, the "Paramedic Special Tax" approved by voters in 1997, gives OFD the ability to purchase medical equipment for Paramedic support programs. The County of Alameda collects this tax annually and remits the proceeds to the City of Oakland. In the past, medical equipment

from vendors such as: Physio-Control, Life-Assist, Bound Tree, and Arrow/Teleflex was purchased using an existing Contract Purchase Order.

The expiration of that PO, in late 2017, invalidated the prior process by which MSD purchased medical equipment. Since that time, OFD staff members have: attempted cooperative agreements with other cities, worked with the Purchasing Department to develop an RFQ to select vendors for medical equipment, and worked to apportion some minor recurring equipment costs to other contracts (i.e. the 2018-2021 Physio-Control Professional Service Agreement referenced earlier).

**Current Status:**

The aforementioned RFQ yielded CPOs for Boundtree (CPO 2019003028 *)* and Life-Assist (CPO 2019003027*)* in the amount of $100,000 and $130,000, respectively. These CPOs expire August 31st, 2019; before which, MSD plans to seek longer-term, Council authorized contracts.

This, nearly one year, time frame will also give MSD the chance to anticipate how much should be requested for longer term contracts as we anticipate that MSD will have sufficient data on how the Division's medical equipment purchasing needs have changed due to changes in the County ambulance contract. Recent changes in that contract are predicted to increase MSD's overall expenditures on certain medical goods due to the elimination of equipment subsidies.

At this time, it seems prudent to: utilize the new, one-year contracts with Boundtree and Life-Assist, analyze cost data over that one-year period, and utilize that data to inform longer-term contracts with future vendors. This will ensure that we are able to develop a realistic budget for medical equipment while closely adhering to the City's stringent contracting and purchasing requirements in the future. Below, you will find MSDs past-due financial obligations listed by vendor.

Account Balances by Vendor:

| Vendor | Account Balance | Date of 1st Invoice |
|---|---|---|
| Arrow/Teleflex | $2,128.73 | 02/02/2018 |
| Boundtree Medical | $70,233.84 | 01/10/2018 |
| Life-Assist | $10,148.01 | 01/26/2018 |
| Physio-Control, Inc. | $3,983.23 | 01/16/2018 |

In order to ensure that we are continuously able to purchase the medical equipment upon which we rely to keep the Oakland community safe, MSD seeks your approval to pay the past-due invoices that have accumulated throughout this process. **These invoices total $86,493.81.**

MSD anticipates that this will be the final request made by the Division for authorization to cover medical equipment-related expenses. By having: addressed non-covered equipment charges within the Physio-Control service agreement, and having worked with Purchasing to contract with Boundtree and Life-Assist, staff is confident that MSD will have the ability to follow the City's prescribed contracting and purchasing guidelines in the future.

Thank you for your time and consideration of this urgent matter.

Respectfully Submitted,

*Michael L. Johnson*
Michael L. Johnson, MPA
Program Analyst
Oakland Fire Department

# [Attachment M]

**From:** McGehee, Stewart
**Sent:** Thursday, September 01, 2016 1:37 PM
**To:** Johnson, Michael L
**Subject:** Re: Physio-Control Contract

Yes. We are very short on time with this now. We will need to contact Angela Robinson and get a placeholder on the schedule with Council. We now run the possibility of having a gap in service coverage for this equipment.

I don't recall having this brought up by you until now. I would expect at least a 6 month alert and to preparing a renewal 3-4 months in advance. Part of your responsibilities are to track existing contracts. Please forward a copy of the contract to me electronically.

Stewart McGehee
Fire Division Manager
Medical Services Division
Oakland Fire Department
Office 510-238-3736
Cell 510-316-3263

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**From:** Johnson, Michael L
**Sent:** Thursday, September 01, 2016 2:27 PM
**To:** McGehee, Stewart
**Subject:** RE: Physio-Control Contract

Stew,

In the past I have searched for the contract, to no avail. The clerk's office does not have it, nor does our Administrative Department. Recordkeeping might not have been that robust when it was created. Thus, there is no existing contract to track.

With your permission, I can do all of the groundwork to get this contract renewed and involve you as necessary; as I did with the last two contracts. Another option would be to follow the chain-of-command to the letter and protract the process to some degree.

It seems that our meeting, September 6th would be the perfect opportunity to discuss what plan from the vendor we would like. Then to work with: The Chief, Contract Administration, the Clerk, the City Attorney, Pauline and others to craft a perfect Staff Report etc.

Shall we include Angela in our meeting?

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)

# [Attachment N]

**From:** Amanda Elser [mailto:Amanda.Elser@prioritydispatch.net]
**Sent:** Monday, February 26, 2018 3:55 PM
**To:** Johnson, Michael L
**Subject:** RE: Oakland Contract

Hi Michael, it looks like the pricing for the new contract year has increased, effective 7/1/18. Below (in red) is what that looks like going forward, let me know what you need from me to start the renewal process (*sigh*).

| Expiring Costs (through June 2018) | | New Costs (effective July 2018) | |
|---|---|---|---|
| ESP Annual Maintenance | $14,665.60 per year | ESP Annual Maintenance | $15,265 per year |
| National Q Services | $38,000.00 per year | National Q Services | $38,000 per year |
| Total Annual Cost: | $52,665.60 per year | Total Annual Cost: | $53,265 per year |

Amanda Elser
PDC

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**From:** Johnson, Michael L <MLJohnson@oaklandca.gov>
**Sent:** Tuesday, April 30, 2019 5:31 PM
**To:** Amanda Elser <Amanda.Elser@prioritydispatch.net>
**Subject:** Upcoming Contract Renewal

Good afternoon, Amanda. I hope you are well and I thank you for your previous help.

As you know, the current iteration of the contract with Priority Dispatch expires on June 30th, 2019. Through the original legislation, we are able to continue the contract for one additional year at the current price of $52,665.60 by simply going before the City Council. However, if the price increases, it becomes a much more involved, thorough, and necessarily bureaucratic process.

We are still required to go through that process at the end of the next contract (that would end on 6/30/2020) and for that contract, a price increase would have no effect on the process. We would like to know if we could negotiate a contract that maintains the current price for an additional year. This could, potentially, be mutually beneficial in terms of its effect on staff time and organizational resources.

Please let me know at your earliest convenience and I will work on this simplified process so that there is a silky smooth transition between the two contracts.

Thanks for your time and consideration and have a most wonderful evening.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department

510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

---

**From:** Amanda Elser [mailto:Amanda.Elser@prioritydispatch.net]
**Sent:** Monday, May 06, 2019 3:01 PM
**To:** Johnson, Michael L
**Subject:** RE: Upcoming Contract Renewal

Hi Michael, I confirmed that the current pricing is valid for another year - so let's make this continuation as silky smooth as we can!

Amanda Elser
PDC

**[Attachment O]**

**From:** Johnson, Michael L
**Sent:** Friday, November 18, 2016 9:43 AM
**To:** Feng, Pauline; Dholakia, Sagar
**Cc:** Haliburton, Fred
**Subject:** RE: Requisition #201702691 - Oakland Fire Department: Extended Maintenance Quote. RE: CA 9-11 Branch Notice 2016-06.

Hello all,

Please use this justification instead:

Please assist us in creating a zero dollar PO to submit to our 911 Branch Consultant. This will enable us to extend our '911 Systems and Services Master Purchase Agreement' with AT&T past our December 31st, 2016 deadline. Through this process, we will secure extended maintenance for years 6 and 7 of the agreement. Thank you for help.

This has already been approved by Stew McGehee as well, please see attached email.

Thanks so much and have a great weekend.

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

# [Attachment P]

**From:** Fryer, Theresa@CalOES.ca.gov [mailto:Theresa.Fryer@CalOES.ca.gov]
**Sent:** Thursday, October 25, 2018 4:15 PM
**To:** Johnson, Michael L
**Cc:** Sidney, Ametrius; Fryer, Theresa@CalOES.ca.gov
**Subject:** FW: State 9-1-1 CPE Funding Allotment Approval Letter

Michael,
Thank you for connecting today regarding Oakland FD Extended Maintenance plan for CPE (YR-6 & YR-7).

**Current CPE:**
Extended Maintenance for YR-6 & YR-7 is approved; start date is December 13, 2018. (TD288: 20082 attached)
ATT will continue to bill state directly and discontinue when new CPE is fully installed/system transferred.

**CPE Refresh:**
Funding Allotment Letter for upcoming CPE Refresh is approved. Total for new CPE/911 specific equipment is $346,000 (TD288: 21772 attached)

**TEXT:**
Integration capability of Text-To-911 at time new CPE System is installed is highly encouraged; reference CA State Ops Manual, Chapter X (PDF attached)
TEXT-To-911 CA State Coordinator:
Chereise Bartlett
Phone (916) 657-9235
Email chereise.bartlett@caloes.ca.gov

**GIS:**
Under separate email, I will forward information regarding GIS Funding.

I look forward to working with you as we move forward.
Have a pleasant afternoon,
Theresa Fryer

**9-1-1 Advisor**
**California 9-1-1 Communications Branch, 9-1-1 Advisory & Compliance Unit**
**CA Governor's Office of Emergency Services (CalOES)**
**601 Sequoia Pacific Blvd., MS-911**
**Sacramento, CA 95811**
**Phone: 916-657-9145**
**Web: http://www.caloes.ca.gov/911**

# [Attachment Q]

**Oakland Fire Department**
**Medical Services Division**
**EMPLOYEE QUESTIONAIRE**
***(limit responses to three pages or less)***

**Name:** Michael L. Johnson
**Position Title:** Program Analyst
**Evaluation Period:** 2016-2017
**Date Response Due:** March 13, 2017

*Please complete the questions listed below. You will be given up to two hours of work time over a 3 – 5 day period to complete the form. The information you include will be used by your supervisor in writing your evaluation. If your response is not received by the date listed above, your supervisor may proceed with writing the evaluation without your input.*

1. **List the job activities, tasks, or projects on which you have worked. Please highlight and describe your major accomplishments and special projects. Identify any supervisors or Team Leaders with whom you worked, other than your primary supervisor.**

   a. Worked with Purchasing, Accounting, Contract Administration, The City Attorney's Office, The Clerk's Office, Risk Management, and various others to negotiate and execute several contracts and agreements worth at least $500,000.

   b. Resolved disputes with vendors and facilitated payment and payment processing; thus enabling MSD to secure whatever items it needs in an expedited manner.

   c. Wrote the budget narrative that was approved by the City Auditor; this audit required our financial projections and also to account for several past years where the audits had not been performed. I worked with an interdisciplinary team to help MSD get through this audit.

   d. Coordinated the donation of medical waste as well as the reverse distribution of controlled substances.

   e. Using the CAD, I conducted several analyses to inform the manager's decision-making in MSD and Communications (4-0 Staffing Report, Sick Leave Abuse, Interventions Analysis, Scene Security, Senior Overtime etc.).

F. Reconfigured the Community CPR program by setting up a partnership with OPR, marketing work, site planning and security, financial analysis and reporting, and program recruitment.

G. Working closely with Accounting to balance Measure M and N budgets.

H. Keeping items off of the City Council Agenda, negotiating with attorneys and risk managers and generally finding innovative ways to cut through red tape and allow the manager to function at the highest level possible (Physio Contract, etc.).

I. Worked with Governor's Office of Emergency Services, PSAP Customer Premise Equipment vendor, purchasing and accounting to extend the Master Purchase Agreement for the 911 Hardware in the FDC (a $60K value). Improvised a strategy to receive the extension when a colleague provided incorrect information and we missed a key deadline.

2. **What job changes have occurred since your last evaluation, and what impacts have these changes had on your job? For instance, have you needed to develop new knowledge, skills, or abilities to adjust to these changes? What challenges have arisen? How have you overcome them?**

I have continually needed to develop new skills to adapt to requests. The newest skill is: conducting independent research to justify purchases over $500. I learned this because, due to administrative changes, I am expected to justify each item (even past ones) over $500; whereas this was not a requirement in the past.

3. **How do your work accomplishments correspond with the City Council's goals?**

   My work allows the City Council to function on a higher level by solving issues that arise here, at this level. I have also brought potential liabilities that the City might face to my Supervisor (Scene Security issues with OPD, Clean Water Act Violations etc.) So that the City has a chance to know and practicably solve what is going on before issues become a liabilities.

4. **What interests you most about your job assignment? What interests you least?**

I am most interested in developing new skills to solve complex problems MSD or communications might face. The local Cost Plus World Market interests me the least.

5. **What new work responsibilities would you be interested in undertaking? What skill areas would you like to expand or gain experience in? What training, equipment, or resources would be needed, if any, to help you undertake the new work responsibilities?**

I would like to help OFD avoid liabilities by working with OPD to reduce the time that victims of violence must endure before scenes are cleared and OFD personnel can begin life-saving treatment.

6. **Have you identified any areas in which you would like to improve? What specific targets have you established?**

I have not established any targets but I use metacognition in pursuit of improvement.

**FUTURE PERFORMANCE TARGETS: (must be measureable)**

1. Meet Deadlines.

2. Work with Colleagues.

3. Take more time to think through challenges, even when out of the office.

**[Attachment R]**

**Oakland Fire Department**
**Medical Services Division**
**EMPLOYEE QUESTIONAIRE**
***(limit responses to three pages or less)***

Name: Michael Johnson
Position Title: Program Analyst I
Evaluation Period: May 1st, 2018 to April 30th, 2019
Date Response Due: February 22nd, 2019

*Please complete the questions listed below. You will be given up to two hours of work time over a 3 – 5 day period to complete the form. The information you include will be used by your supervisor in writing your evaluation. If your response is not received by the date listed above, your supervisor may proceed with writing the evaluation without your input.*

1. List the job activities, tasks, or projects on which you have worked. Please highlight and describe your major accomplishments and special projects. Identify any supervisors or Team Leaders with whom you worked, other than your primary supervisor.

   a. Contract Development: Analyzed spending and current contracts and determined the need for a goods contract with Techair (formerly Alliance Welding Supplies). Based contract terms on current expenditures as well as City contracting procedures based on amount. Informed relevant parties and worked closely with vendor to ensure continued access to equipment. Ongoing.

   b. Contract Negotiation: Negotiated changes to Medical Director Contract around insurance issue requirements. Worked with Risk Manager, Contract Compliance, Purchasing and other stakeholders to complete the contract and tracked payment to vendor and communicated to vendor the entire time to make sure that our past-due status would not affect Medical Director's Services.

   c. Invoice Review and Payment Recommendation: Reviewed past contract and legislative documents related to Medical Director and determined how to structure billing and payment systems in order to effectuate payment. Served as Team lead on this process and rectified billing errors that would have resulted in nonpayment. From these efforts, a three month backlog of payments totaling 5 figures was paid.

d. The grant that I wrote for Cal OES in the past has just started and I have been monitoring it to ensure compliance. I have also been in contact to increase the grant amount through other state programs. Ongoing.

e. EMS Program Revision: Worked with Alameda County EMSA and state representatives to clarify expectations around mandated reporting for EMS workers. Brought research, funding opportunities, as well as critical information designed to keep MSD compliant with new State mandates.

2. What job changes have occurred since your last evaluation, and what impacts have these changes had on your job? For instance, have you needed to develop new knowledge, skills, or abilities to adjust to these changes? What challenges have arisen? How have you overcome them?

I have had to learn how to create requisitions in iProcurement in order to make create an RFQ for Medical equipment worth hundreds of thousands of dollars.

3. How do your work accomplishments correspond with the City Council's goals?

I help the MSD of the OFD avoid liability and litigation. I produce council agenda reports to explain processes within the department and to properly justify expenditures. I follow all of the City mandates and ensure that problems can be resolved at the lowest level possible without having to involve the staff time and resources of the City Council and City Administrator. I ensure that issues do not become liabilities nor bruises on the City's sterling reputation.

4. What interests you most about your job assignment? What interests you least?

The ability to serve as team lead on complex projects and the ability to produce high quality reports is the most interesting part of my job. The least interesting part is resolving mistakes made by others who try, good naturedly, to handle aspects of my position.

5. What new work responsibilities would you be interested in undertaking? What skill areas would you like to expand or gain experience in? What training, equipment, or resources would be needed, if any, to help you undertake the new work responsibilities?

   I do believe that we need to upgrade the NEAT desk so as to take advantage of the efficiencies that newer versions with improved AI might facilitate.

6. Have you identified any areas in which you would like to improve? What specific measurable targets have you established?

TARGETS:

I have not established any targets but I am constantly utilizing metacognition and emotional intelligence in pursuit of improvement within this, highly esteemed, Division.

Here are my main "targets"

- Meet Deadlines
- Work with Colleagues and encourage them to work with me.
- Take more time to think of challenges when outside of the office.

7. What additional topics would you like to discuss?

I'd just like to continue building a positive, team-oriented, relationship with the Division Manager and my colleagues.

# [Attachment S]

**From:** Johnson, Michael L
**Sent:** Friday, September 02, 2016 10:40 AM
**To:** Robinson Pinon, Angela C; Feng, Pauline
**Subject:** Physio Control Meeting: Tuesday, Sept 6th at 8:30am

Good morning.

We are currently looking to renew a maintenance contract with Physio-Control. In 2011 we bought ALS equipment from them and started a maintenance agreement. This was all approved by the Council at the time. In late October, 2016, this maintenance agreement will be ending. We would like to extend it by at least another 4 years so that we will be able to rely on the vendor to fix any issues that might arise with our equipment.

This potentially involves getting approval from the City Council. I looped you both in because:

- Pauline, you can tell us how much we have spent from the original allocations, and from what accounts we use to purchase Physio-Control equipment and services.
- Angela, you can let us know if it will be necessary to work with the City Council and potentially get us a spot in an upcoming agenda packet.

I will send you both an invite to the meeting. Please let me know if you can make it.

Best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

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**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Tuesday, September 20, 2016 2:56 PM
**To:** Fierro, Rocio
**Subject:** RE: Physio Control numbers

I just got the quote from the vendor on a 1 year extension…

$62,212.50!

Well below our $95K balance. Please let me know if cutting the agreement to 1 year could allow us to begin the process of executing a contract.

Thanks,

# [Attachment T]

**From:** Kasaine, Katano
**Sent:** Wednesday, January 06, 2016 11:10 AM
**To:** Johnson, Michael L
**Cc:** Mondo, Valerie
**Subject:** Re: Priority Dispatch Bond Waiver Request Form

Please print for my signature.

Sent from my iPhone

On Jan 6, 2016, at 8:39 AM, Johnson, Michael L <MLJohnson@oaklandnet.com> wrote:

Good morning, Katano.

Thank you so much for your help.

Can you please sign the attached Bond Waiver Request Form. As it stands, we only have the memo that requests the signature signed. It's just a technicality but I want to make sure that there are no delays in executing the contract.

Thanks,

Michael L. Johnson
Senior Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

# [Attachment U]

**From:** Alderete, Paige
**Sent:** Tuesday, May 17, 2016 5:28 PM
**To:** Johnson, Michael L
**Subject:** RE: Pleased to meet your acquaintance

Hi Michael,

Sorry for the confusing phone message. I'm looking for that excel spreadsheet that you sent to the auditors.

Thank you!
-Paige

**Paige Alderete**
**Assistant Controller**
City of Oakland | Finance Department | Controller's Office
150 Frank H Ogawa Plaza, Ste 6353 | Oakland, CA 94612
Tel: (510) 238-7492 | Fax: (510) 238-3915
Email: palderete@oaklandnet.com



**From:** Johnson, Michael L
**Sent:** Friday, April 22, 2016 11:09 AM
**To:** Roberts, Brenda; Robinson Pinon, Angela C; Yarlott-Davis, Tracy; Alderete, Paige; Seymour, Mary; Lawrence, Stephen
**Subject:** Pleased to meet your acquaintance

Good morning, all.

Here is my email and contact information. I look forward to working with you. Please let me know how I might be of additional assistance throughout this process.

All the best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

**Summary of the Program Analyst Position within OFD's MSD: 8/31/2015 to the Present.**

I eliminate major liabilities for the City and I keep OFD's most critical systems functional and compliant.

Since I began my tenure at MSD, I have been tasked with: Administering and negotiating contracts, EMS Program Revision, serving as Team Leader on Complex Projects, Grantwriting/monitoring/and administration, Invoice Review and Payment Recommendation, Resolving Contract Issues, Database Management, and other responsibilities. Since that time, I have done this under the General Direction of the Division Manager. Since I started, I have been referred to as a "Senior Analyst" and even assigned to my own unit. The responsibilities that I have are simply the natural outgrowth of this position.

In my position, I have an excellent grasp of the work of the team (as it concerns the tasks above) and I also have an understanding of the tasks and activities of the Division Manager (as it concerns the tasks above). Over the years, the Team and the Division Manager have come to trust my work ethic, organizational attitude and my commitment to quality work.

Although I have been classified as a Program Analyst I, this classification does not correspond with the actual work and responsibilities of this position. For instance, the methods for performing this work require significantly higher levels of knowledge and skill than indicated in the class specification. Also, I continually hold the responsibility for making program recommendations and decisions with a degree of authority and independence not typical of other positions in the Program Analyst I class. Finally, this position allows me to train, assign, and review work that is of paramount importance to OFD having actual managerial/supervisory authority would eliminate inefficiencies and ensure a better work product as concern the tasks mentioned in the first paragraph. The only setbacks I have had were the result of an inability to hold others accountable for measurable, high-quality, timely, and cost-effective results.

**Table of Contents:**

# Current Projects as of January 9th, 2019

| | |
|---|---|
| **Directing the Translation of Ideas into Fundable Programs/Program Revision** | Fleshing out with colleagues how we are complying with new state mandate for EMS mandated reporters/linkages with FJC and Maryland Model (funding secured). |
| **Administering Contracts** | Physio, priority D, Medical D, BT, LA, Arrow, ensuring we remain in compliance, tracking requirements even from competitive processes from which contracts resulted. $1M+ in contracts thus far. |
| **Negotiating Contracts** | Medical Director Contract in process, protracted insurance negotiations to satisfy city and vendor. |
| **Serving as Team Leader on Complex Projects** | All of these contracts and the payment processes that spring forth from them. |
| **Reviewing City, County, Local Agendas/Reports** | Weekly, keeping Stew and team apprised of changes that affect OFD and EMSD specifically, also responding to issues and writing reports. |
| **Grantwriting/Administration/Monitoring** | Keeping us in compliance with the $60K grant I secured (this is first year of CPE), working to secure an additional $100K for GPS components. |
| **Invoice Review and Payment Recommendation** | Ensuring that invoiced amounts match what was encumbered by contracts and facilitating payment to vendors working with Accountants and Account technicians. |
| **Database Management** | Updating files in Neat Desk, reviewing 2015-2018 invoices. |
| **Locating Programmatic Funds** | Identifying inefficiencies to redeem inefficiently utilized funds for other programmatic purchases (BT/Physio inconsistency), Med Director v. County Med Director. |

11/5/2018

| Current Project | Description | When Started | How Started | Specified Deadline | Challenges |
|---|---|---|---|---|---|
| Writing Grant Proposals | Gathering information necessary to apply for more grant funding for EMS. | September, 2015. | Has been a part of the position throughout my tenure. | Rolling deadlines based upon the grants. | N/A |
| Contract Development | Auditing purchases to ascertain the necessity and type of contract needed. | September, 2015. | Has been a part of the position throughout my tenure. | Deadlines based upon my research and operational needs. | N/A |
| Budget Monitoring | Ensuring that allocated funds are spent per council/contract mandates. | September, 2015. | Has been a part of the position throughout my tenure. | None. Ongoing task. | N/A |
| Contract/RFQ Administration | Working with vendor and stakeholders to negotiate, design, and successfully execute the current contract. | September, 2015. | Has been a part of the position throughout my tenure. | Deadlines are contingent upon the language in each specific agreement. | N/A |
| EMS Program Revision | Working with EMS stakeholders to revise protocols for EMTs and Paramedics. Researching best practices for EMS programs and distributing to key staff. | November, 2015 | Has been a part of the position throughout my tenure. | No deadline, however I would like to have the current task done by 12/1/18 | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Invoice Review and Payment Recommendation | Reviewing invoices for two vendors currently and working to resolve issues that hinder payment. | September, 2015. | Vendors were not being paid and the manager expressed a wish that I would figure out how to pay vendors. | Monitoring is conducted constantly. No deadline. | N/A |
| Locating Programmatic Funds | Identifying savings opportunities in order to free up funds for EMS programs | September, 2015 | Started by observing operational inefficiencies and recommending programmatic changes. | No deadline. | N/A |
| Resolving Contract Issues | Reconciling current fiduciary obligations to vendors against past payments to recommend effective billing strategies for vendor and effective payment strategies to City stakeholders. | September, 2015. | When I started, for many reasons, vendors were not being paid and the Division Manager directed me create strategies to ensure payments. | As I identify issues based upon my research and meetings with stakeholders. | N/A |
| Database Management | Updating files in Neat Desk and adding additional info to ensure more comprehensive budget reports. | October, 2015. | The former system was inefficient and I updated it in order to better manage MSD and FDC budgets and to run spending and expense reports. | Ongoing depending upon departmental needs. | N/A |
| Grant Monitoring | Working with intergovernmental stakeholders to ensure grant compliance and to secure future funds in for EMS programs. | September, 2015. | The division manager directed me to identify funding opportunities and to apply for, accept, and track grant funds. | Ongoing. | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Contract Monitoring and Evaluation | Working to ensure that executed contracts and those in the pipeline continue to meet City, State, and Federal requirements throughout their validity. | September, 2015. | I developed a tracking mechanism so as to ensure contract compliance for all relevant parties. | Ongoing | N/A |

**Comments:** The supervision of assigned staff would render this position more efficient. The only setbacks I have encountered in the past few years have been the result of an inability to hold others accountable for measurable high-quality, timely, and cost-effective results. The position does allow me to identify and analyze problems; weigh the relevance and accuracy of information, to generate and evaluate an array of solutions and to make recommendations. The missing piece is supervisory authority.

# Position Characteristics: "Program Analyst I" in Oakland Fire Department's MSD.

| Characteristics | Yes? | No? | Analyst I, II or III? |
|---|---|---|---|
| Works under Direct Supervision? | | X | I |
| Works under General Supervision? | | X | II |
| Works under Direction? | X | | III |
| Serves as Team Leader on Complex Projects? | X | | III |
| Directs Program Planning and Conceptualization? | X | | II, III |
| Works Independently? | X | | II, III |
| Assignments are Generally Limited in Scope? | | X | I |
| Negotiates Contracts? | X | | III |
| Administers Contracts? | X | | III |
| Acts as Program Leader on Complex Projects? | X | | II, III |
| Reviews and Prepares City Council Agendas/Reports? | X | | II, III |
| Directs Translation of Ideas into Fundable Programs? | X | | III |
| Reviews Invoices and Recommends Payment to Contractors/Consultants? | X | | II, III |
| Writes/Reviews/Administers/Monitors Grants? | X | | II, III |

# Knowledge and Abilities: "Program Analyst I" in Oakland Fire Department's MSD.

| Knowledge/Ability Required | Yes? | No? | Analyst I, II, or III? |
|---|---|---|---|
| Contract Negotiation? | X | | III |
| Grant Writing/Reporting? | X | | II, III |
| Program Management Principles/Practices? | X | | I,II, III |
| Budget Development and Administration? | X | | II, III |
| Project Priority Setting? | X | | II, III |
| Project Management Skills Required? | X | | II, III |
| Ability to Prepare, Analyze & Interpret Complex Reports? | X | | II, III |

# CLASSIFICATION STUDY:

**Recommendation:**

The "Program Analyst I" Position for OFD's Medical Services Division Should be Reclassified as a "Program Analyst III" Position.

# Background and Impetus

Since I was hired in August, 2015, I have been doing the work of a Program Analyst III.

- Working Independently, Under "Direction".
- Serving as "Team Leader" on Complex Projects.
- Negotiating/Administering Contracts.
- Directing the Translation of Ideas into Fundable Programs.

# Knowledge and Skills Necessary for the Position.

- Contract Negotiation and Administration.
- Budget Preparation, Development and Administration
- Preparation, Analysis, and Interpretation of Complex Reports.

# Additional Skills Necessary for the Position

- Research Within the CAD.
- Quantitative/Qualitative Research Techniques.
- Creating requisitions within iProcurement.
- Research through Legistar and other search engines.
- Knowledge: of City Council, Board of Supervisors, State and Federal Legislative Bodies.
- Budgeting/Accounting Techniques.
- Use of Neat Desk Database (Budget Analysis).
- The ability to write memoranda, agenda reports, and budget narratives.

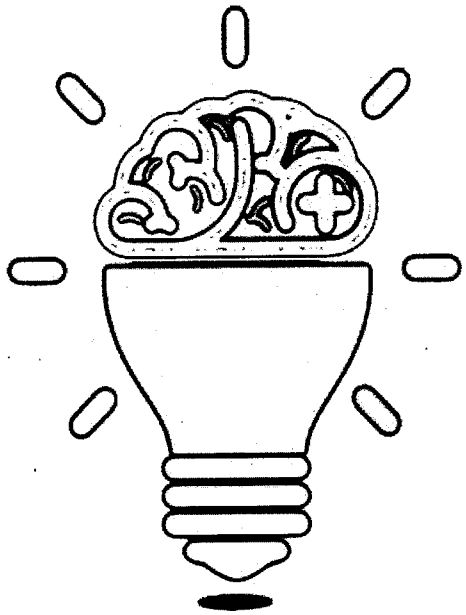
# Necessary Position Resources

- Computer Aided Dispatch System (CAD)
- iProcurement (Purchasing)
- Ballot Measures M and N.
- Budget Account Descriptions Spreadsheet
- Policy Development and Preparation Policy 100.1
- OFD Communications 100-18 and 87-17 (purchasing)
- Administrative Instruction 1021
- Contract Compliance Documents Online
- City Attorneys, Risk Manager, Contract Compliance, Purchasing Dept., City Clerk, DIT.
- Professional Services and IT Contract Boilerplates
- County/State EMS websites
- Contracts/Vendors Spreadsheets

# ORIGINALITY/CREATIVITY/INNOVATION

- Dividing Problems into Solvable "Prongs"/Simultaneous Solutions

- Creating Memoranda to Pay Outside of Purchasing Process.

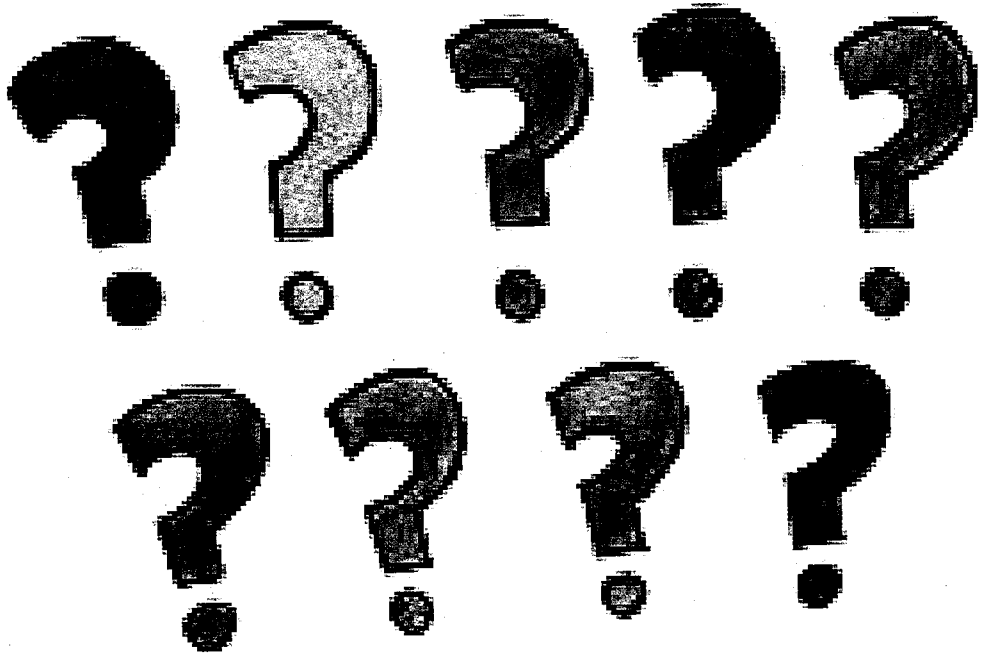


# DECISION-MAKING AUTHORITY/RECOMMENDATIONS

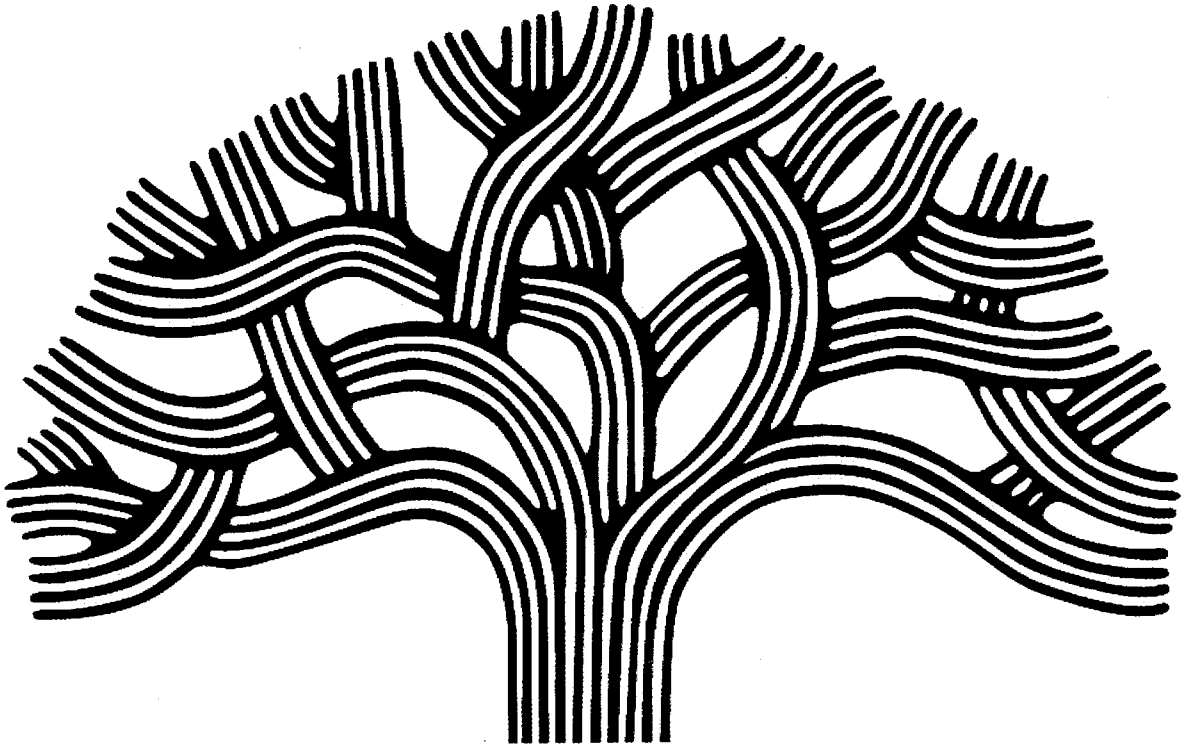
- 911 Systems Grant Problems Solved.

- Working with Deputy Assistant City Attorney to Circumvent Protracted Council Process.

# QUESTIONS/COMMENTS?



# The End: Thanks for your Time



**City of Oakland**

# "Background and Impetus" Slide 1:

- **Working Under Direction:**

  - Medical Director Contract-2015 - $195K

This was my first major contract assignment and I began it on 9/23/2015. The Division Manager did not know about the contracting process and gave me pieces of the former contract as my example. I cultivated relationships with the Contract Compliance staff, worked with the vendor to fulfill the City's many Professional Service Agreement Requirements. Additionally, I worked with Risk Management to modify the insurance requirements based upon services rendered. Attachment 1: Email indicating Contract Execution.

  - Priority Dispatch Contracts- 2016 and 2018 - $210K

The Priority Dispatch was complex and required much iteration. Specifically, it was transformed from a PSA to an IT PSA which necessitates findings around "bond insurance". I also needed to merge the software company's "End User License Agreement" into our Scope of Services. This was replete with legal technicalities that had to be explored with: the vendor, Contract Compliance and the City Attorney's Office. Completion of this project required me to persuade the City Administrator's office to approve waiving a relatively new type of performance bond. In order to get the waiver I had to: write a memo for the Division Manager to present to the Chief, which became the basis for getting the Director of DIT's signature, which would then allow for me to write a memo to the City Administrator's designee. Once that memo was signed, I worked to get them to sign the actual waiver that was referenced in all of the memos. Through all of this, the Division Manager gave me the guidance that he wanted this done as quickly as possible. Attachment 2: Email to Division Manager with memo meant for the Fire Chief.

- **Serving as Team Leader on Complex Projects:**

  - Budget Adjustments/Narrative-2016

For budget adjustments, the context was this: there had been years of overspending on Measure N (Paramedic Special Tax). The Division Manager asked me to work with Fiscal and Administrative Services to rectify this situation. I worked with an Accountant II, the Director of FASD, and another Accountant to find creative ways to reduce the burden on Measure N. It took quantitative analysis, qualitative interviewing, and research into functional responsibilities in order to justify transferring expenses to other, viable funds. Attachment 3: I explain the budget adjustments to the Division Manager.

  - Physio-Control Contracts- 2017

The negotiations around this contract took one year. This was a vendor who had received nearly $1M in City funds without going through the contracting process (due to staff shortages/recession in 2011). I

had to correct this situation with the extension of a service agreement with them. Without a contract, $1M in life-saving equipment could not be "insured". I facilitated email communications between: Fire Chief's Chief of Staff, Accountant II, the Chief Assistant City Attorney and the vendor. Though I was told that this issue would have to come to council (and expose an embarrassing faux pas), I did some research and determined that we could use a past fiscal allocation to avoid going to Council (and delaying the contract process by months) and establish a shorter, smaller contract. Attachment 4: I explain to the Fire Chief's Chief of Staff how I was able to circumvent the Council process with the help of the Deputy Assistant City Attorney.

- FileMaker Contracts 2016 and 2017

DIT and OFD's Tech-skilled staff had a miscommunication with a vendor. This would result in our losing access to all of the databases we use to keep track of: personnel, controlled substances etc. The Division Manager asked me to figure out how to get the vendor paid for services. I researched the history of our software purchases and found duplicate accounts. I conferred with DIT, OFD staff, the vendor, and two accountants within OFD. The issue was resolved and I continued to track it with the group to ensure final payment for the vendor. Then, I did the same thing the next year. Attachment 5: Final confirmation that I rectified the payment issue and tracked payment until it was sent.

Attachment 6: Email from FASD Manager indicating that MSD should have a single point of contact to solve multiple vendor issues (I'm that point of contact).

- **Negotiating and Administering Contracts:**

  - Priority Dispatch Contracts- 2018

In order to speed up the process for the vendor (and save time and money for the City of Oakland), I got the vendor to give us last year's price on our 2018-2019 contract extension. By waiving the $200 increase we put a contract in place within one month due to the fact that any increase in yearly costs would trigger City Council Action. Attachment 7: Vendor confirms to me that they will guarantee us last year's price after negotiating with me.

  - Physio-Control Contracts- 2017

As a part of the negotiations, the vendor had the upper hand. The City needed a service agreement on the proprietary, life-saving equipment that was bought out of contract. Since I had worked with the City Attorney and others to put a shorter and lower cost contract in place, they had very little incentive to suddenly agree to all of the City's conditions. I negotiated 34 items when even the Division Manager thought it was a lost cause. Risk Management, Contract Compliance and the City Attorney's Office reduced requirements as did the vendor and we put a 1-year contract in place. Attachment 8: An email to the vendor's corporate representative at the tail end of the negotiations.

Attachment 9: My research indicates that we should add additional funds to an upcoming $350K contract so as not to exhaust them before the period ends and the Division Manager agrees.

- **Directing the Translation of Ideas into Fundable Programs:**
  - Community CPR Program

The contract-mandated, Community CPR Program was disorganized and insolvent. The Division Manager wanted to charge for CPR classes in the Community for what had been a free program. I worked with Recreation Supervisors in OPR to get use of three sites in different parts of Oakland. In exchange for that, we would train their staff (esp. Summer Youth staff) saving them money. I utilized the Master Fee Schedule to find out how much we could charge for off-duty Firefighters to do the program. I also worked with our Accountants to get a dedicated account to receive payments, then with DIT to link this all to the OPR website for events. I created fliers and worked with Firefighters to schedule one Saturday per month for this. I coordinated logistics and ensured payment processing would work. The program became self-sustaining. Attachment 10: I confirm that the program is successful with a colleague after it was transitioned to another division of OFD, I then take it off of my Task List.

  - **Memos from Chief to the City Administrator: Payments out of Contract.**

On two occasions, OFD staff have needed to purchase equipment without being able to follow the onerous purchasing process that I normally handle. On these occasions, I write a letter for the Chief to provide to the City Administrator. I work with stakeholders to detail and explain issues, policies, miscommunications, and bureaucratic issues/delays in order to justify vendor payment and ensure that we are continually able to purchase necessary equipment. So far, we have been able to acquire $100K to pay severely past-due invoices. Attachment 11 (2 pages): Memo I wrote for the Chief to present to the City Administrator on a payment issue.

## "Knowledge and Skills Necessary for the Position" Slide 2:

Since we touched on contracts and budgets in the first slide, I will focus more on working with complex reports and budgeting.

- **Budget Preparation, Development, and Administration.**
  - Budget Adjustments/Narrative-2016

The City Auditor audited multiple years of expenditures from voter-approved programs. This had not previously been done and a narrative needed to be created with no guidance on how to do it. I identified everything that would be needed and worked with Accounting and various OFD staff to come up with a final document that included: personnel costs, capital improvements, and budget projections. I conducted online research and found a format that had previously been used by Piedmont. That narrative became the template and basis for subsequent audits. Attachment 12: An email I sent to OFD Accountants and the Division Manager of FASD indicating that the narrative and charts I created were finished and turned in to the auditor.

Attachment 13: The Accountant III with whom I work often could not understand why we were given a credit from one of our vendors. I researched the issue and provided an answer to her and the Division Manager while making them aware of an important contract transition.

- **Preparation, Analysis, and Interpretation of Complex Reports:**

    - Scene Security Analysis

The Division Manager thought that there was a simple tool to create a report on the impacts of OPD's understaffing on OFD's ability to "clear" a scene and provide EMS to victims. The former CAD (it is in transition now) could not and I needed a series of heuristics in order to create a report on the subject. Through interviewing staff members, identifying dozens of relevant OFD codes within the CAD, and reading through thousands of incidents, I came up with a report that illustrated OPD's impacts on OFD services. Attachment 14: An email in which I provide data for Scene Security as well as some discussion on the methodology I utilized.

    - FDC Senior Overtime Analysis

This was actually two analyses; one in 2016 and one in 2017. Since there was a huge amount of data involved, I looked at 84 shifts (there are three shifts per day among dispatchers and seniors for continuous coverage). There were multiple variables including the fact that seniors can switch shifts, there is compensatory time, and also those on vacationing or out sick. I created a final analysis and then, the next year, the Division Manager wanted a similar analysis that focused more on "comp time" in order to enact or change policies around comp and vacation time. Attachment 15: An email to the Division Manager providing the framework I intended to use to calculate and report on overtime and comp time in the FDC.

Attachment 16 (2 pages): I was asked to provide data on Firefighter accreditation by station. I answer questions posed by the Division Manager while explaining the limitations of the data in order to better inform operations.

## "Additional Skills Necessary for the Position" Slide 3:

Discussion on the additional skills identified in the slide.

## "Necessary Position Resources"Slide 4:

Discussion on the additional skills identified in the slide.

## "Originality, Creativity, Innovation" Slide 5:

Attachment 17: I divide some complex problems into different categories and create different "prongs" in order to come up with a final solution. Here is an email that highlights this practice.

Attachment 18: An Accountant III requested a memo to chief about past-due balances for medical equipment and I research our current account encumbrances and recommend that we pay all vendors within the same request. In the memo, I then request that additional funds are added so that we do not have to solicit this same help in a few months' time.

## Decision-Making Authority/Recommendations:

- 911 Systems Expiration

I was given inaccurate information from a colleague that couldn't be ameliorated before a grant deadline. This would cost OFD roughly $56K in equipment insurance subsidies. Additionally, the Oracle System went down for maintenance and we couldn't create the POs necessary to fix the problem. Through close coordination with a private vendor, the Governor's Office of Emergency Services and an OFD Accountant, I was able to circumvent the original PO process and get the grant technically approved before the deadline. Attachment 19 (2 pages): Email confirmation that we got the grant for extended maintenance on our critical 911 equipment.

Also, as previously mentioned, I shortened an equipment servicing contract with the Deputy Assistant City Attorney in order to rectify a past contracting mistake (from 2011) and ensure that nearly $1M in Advanced Life Support Equipment would be able to receive maintenance services; saving lives and limiting the City's liability.

Attachment 1

**Johnson, Michael L**

| | |
|---|---|
| **From:** | Johnson, Michael L |
| **Sent:** | Thursday, November 05, 2015 2:10 PM |
| **To:** | Feng, Pauline |
| **Subject:** | RE: Medical Director's contract has been executed |
| **Attachments:** | Dr. Hern Contract-Schedules, Business Lic., W-9 forms 11/05/2015 14:47; Dr. Hern Contract-Insurance forms 11/05/2015 14:44; Dr. Hern Contract-Council Resolution 11/05/2015 14:42; Dr. Hern Contract-City Admin Protocol forms 11/05/2015 14:40; Dr. Hern PSA 11/05/2015 14:38; Dr. Hern Contract-Scope of Work and Schedule B 11/05/2015 14:41 |

Here are the digital copies of all forms. The file "Dr. Hern PSA 11/05/2015" is probably the most relevant to you, though.

Best,

Michael L. Johnson
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

-----Original Message-----
From: Feng, Pauline
Sent: Thursday, November 05, 2015 1:58 PM
To: Johnson, Michael L
Subject: FW: Medical Director's contract has been executed

Please send an executed copy of the contract to me once you receive it so that I can create a CPO. Thank you.

Pauline Feng
Oakland Fire Department
150 Frank H. Ogawa Plaza, Suite 3354
Phone: (510) 238-6849
Fax: (510) 238-7924
pfeng@oaklandnet.com

-----Original Message-----
From: Johnson, Michael L
Sent: Thursday, November 05, 2015 1:23 PM
To: Feng, Pauline
Subject: Medical Director's contract has been executed

I just wanted to give you a heads up so that we can begin paying Dr. Hern.

Attachment 2

**Johnson, Michael L**

| | |
|---|---|
| **From:** | Johnson, Michael L |
| **Sent:** | Friday, December 18, 2015 3:09 PM |
| **To:** | McGehee, Stewart |
| **Subject:** | Urgent: Performance Bond Memo |
| **Attachments:** | Memo to justify bond waiver.docx |

Here is the memo Katano wants the Chief to sign in order for Katano to sign the waiver for the Priority Dispatch Contract.

Michael L. Johnson
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510-316-3263 (fax)
mljohnson@oaklandnet.com
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Attachment 3

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Friday, January 22, 2016 10:00 AM
**To:** McGehee, Stewart
**Subject:** FW: Budget Adjustments: Final Justification
**Attachments:** 78906 CMS Agenda Report_11-16-04.pdf; 78906 CMS.PDF

Good morning,

In the forwarded email below, Trinette asks if you will be working approximately 390 hours this year on MMRS related activities. The grant is so general that much of what you do falls under its umbrella.
Saying yes to this means we will have the ability to transfer 20% of your salary from Renee Domingo's vacant position and shore up Measure N. All you would have to do is send her an email saying:

**"Yes, I can confirm that I will spend 390 or more hours performing duties eligible under the MMRS Grant".**

**Here are the salient points from the Agenda Report and Resolution:**

- This funding was to be appropriated to maintain the MMRS program for at least one more year ( >10 years ago); that program is defunct.
- You conduct: program planning, implementation, training, equipment purchases and you pay staff. This is exactly the purpose for which this funding was meant.
- The MSD systems and protocols will (God forbid) be called upon in the event of a radiological, biological, nuclear, or chemical terrorist attack. You lead MSD.
- You work collaboratively with local, state and Federal agencies to better the services that MSD provides. This is a generic requirement.
- All 911 Emergency Medical Services are under your jurisdiction through your dual role as Manager of Communications and MSD.

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Medical Services Division
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mljohnson@oaklandnet.com
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**From:** Gist Skinner, Trinette
**Sent:** Thursday, January 21, 2016 1:56 PM
**To:** Johnson, Michael L
**Cc:** Lee, Pat; Feng, Pauline
**Subject:** RE: Budget Adjustments: Final Justification

In fiscal year 2015-16, please confirm for approximately 390 hours the Medical Services Fire Division Manager will perform duties eligible under the MMRS Grant (Agenda Report & Resolution attached).

Thanks,

Attachment 4

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Wednesday, September 21, 2016 9:55 AM
**To:** Robinson Pinon, Angela C
**Subject:** RE: Physio-Control Staff Report

Here is the Reader's Digest version:

- We have about $95K left in the Measure N account that Council approved with the Physio resolution in 2011.
- If we do the typical 4 year plan, it will cost $237K and will have to go before the Council.
- If we do the 1 year plan, it only costs $62K, which we can take from the $95K we are still authorized to spend.

It will come to the Chief and City Administrator in the form of certain standard contract documents. It will be routine and should not require much, if any, staff time on your end.

I hope that helps.

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

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**From:** Robinson Pinon, Angela C
**Sent:** Wednesday, September 21, 2016 9:25 AM
**To:** Johnson, Michael L
**Subject:** Re: Physio-Control Staff Report

Michael:

Thank you for the update.

Just to confirm... the contract will below the threshold that requires Council approval? Also, so this will have to go to Chief Reed and Sabrina Landreth for their approval?

-Angela

Angela C. Robinson Piñon
Chief of Staff to Teresa Deloach Reed, Fire Chief
Oakland Fire Department

On Sep 21, 2016, at 8:53 AM, Johnson, Michael L <MLJohnson@oaklandnet.com> wrote:

> Good morning, Angela.
>
> I just got confirmation from the City Attorney that we do not need to go to council on this issue. The catch is that we will have to pare down our request from a 4 year contract to a 1 year contract. That

Attachment 5

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, January 25, 2016 9:17 AM
**To:** 'Christi McNay'
**Cc:** Diaz, Luis; Stephan Laidlaw
**Subject:** RE: Renewal due: FileMaker Maintenance contract 40916818

Hello all,

I am happy to announce that the invoice in question (4984363) has been signed and is going through our accounting department. They will be issuing a check soon. Hopefully it will arrive early next month. Thanks for your patience.

Michael L. Johnson
Senior Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

---

**From:** Christi McNay [mailto:christi_mcnay@filemaker.com]
**Sent:** Tuesday, January 05, 2016 8:56 AM
**To:** Johnson, Michael L
**Cc:** Diaz, Luis; Stephan Laidlaw
**Subject:** Re: Renewal due: FileMaker Maintenance contract 40916818

Hi Michael,

I received your messages. Attached is the PO Luis signed to renew this contract. The invoice 4984363 is owed and he needs to pay it. Next year if you don't want to renew then do not send a signed PO. You have another contract 40995567 $2844 due April 24,02016. It is a subscription based program so these might be the ones you don't need. The licenses on the invoice 4984363 you own and these are the ones you should continue to renew, these are most cost effective for you.

Thanks and regards,

Christi McNay
Account Manager, NorCal, SoCal and NorthWest

FileMaker, Inc. — An Apple Subsidiary
5201 Patrick Henry Drive
Santa Clara, CA 95054, USA
1-800-725-2747 ext. 927
Direct: 408-987-3927
Fax: 866-335-3453
christi_mcnay@filemaker.com

Attachment 6

**From:** Gist Skinner, Trinette
**Sent:** Tuesday, April 03, 2018 2:22 PM
**To:** McGehee, Stewart <SMcGehee@oaklandnet.com>; Johnson, Michael L <MLJohnson@oaklandnet.com>; Lee, Darrell R <DLee4@oaklandnet.com>
**Cc:** Robinson Pinon, Angela C <ARobinsonPinon@oaklandnet.com>; Lee, Pat <PLee@oaklandnet.com>
**Subject:** RE: Need Help Oakland, California accounts

I agree with Michael that too many staff communicating with vendors can be confusing, about a purchasing process that can be confusing in itself. What do you propose?

**Trinette Gist Skinner**

**Fire Division Manager**

(510) 238-4936 office

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**From:** Gist Skinner, Trinette
**Sent:** Tuesday, April 03, 2018 2:31 PM
**To:** Lee, Pat
**Cc:** Robinson Pinon, Angela C; McGehee, Stewart; Lee, Darrell R; Johnson, Michael L
**Subject:** RE: Need Help Oakland, California accounts

Pat,

MSD will communicate with their vendors creating a "single' point of contact.

Thanks,

**Trinette Gist Skinner**

**Fire Division Manager**

(510) 238-4936 office

Attachment 7

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Wednesday, March 7, 2018 3:25 PM
**To:** Amanda Elser <Amanda.Elser@prioritydispatch.net>
**Subject:** Price Difference in Upcoming Oakland Contract

Good afternoon, Amanda.

My supervisor is very motivated to streamline this process; which includes a process that doesn't necessarily involve City Council reauthorization. He wanted to know if sending the Spanish Language ProQA license (that was recently requested) back would allow us not to cross the magical $52,666.00 threshold. Please let me know if there is any, last ditch, way to secure the previous price.

Thanks again, Amanda.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

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**From:** Amanda Elser [mailto:Amanda.Elser@prioritydispatch.net]
**Sent:** Thursday, March 08, 2018 1:30 PM
**To:** Johnson, Michael L
**Subject:** RE: Price Difference in Upcoming Oakland Contract

Hi Michael, I've gotten the approval to renew at the same price as last time. You do not need to send back the Spanish license, we will just account for it when we have to get a whole new contract in 2 years' time. So, I have attached the revised quotes reflecting the same pricing as described below.

| Term: 7/1/18 – 6/30/19 | | Quote # |
|---|---|---|
| ESP Annual Maintenance | $ 14,665.60 | Q-21876 |
| National Q Services | $ 38,000.00 | Q-25929 |
| Total Annual Cost | $ 52,665.60 | |

| Term: 7/1/19 – 6/30/20 | | Quote # |
|---|---|---|
| ESP Annual Maintenance | $ 14,665.60 | Q-25928 |
| National Q Services | $ 38,000.00 | Q-25930 |
| Total Annual Cost: | $ 52,665.60 | |

Attachment 8

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Friday, June 23, 2017 12:23 PM
**To:** 'US Contracts'
**Subject:** RE: sending contract
**Attachments:** 2017 Final Physio.Oakland PSA.docx

Good afternoon, Alexandra.

Here is the final version. I took the version that you sent me on May 11th and incorporated the changes that we have made thus far. **Risk Management has agreed to incorporate your addition Part ii.** of Terms, Conditions and Endorsements of Schedule Q (" unless CITY contributes to such incident or claim, in which case, Contractor's liability will be its proportionate share").

In addition to this, **Physio-Control has agreed to remove the word "blanket"** from "blanket endorsement" in Part i. of Terms, Conditions, and Endorsements on the file that you sent me on 5/11/17. The sentence in question now reads, "General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used)".

Thanks for all of your help. **Can you please send three signed copies of the attached agreement to 47 Clay St. Oakland, CA. 94607. Attn: Michael Johnson**

**Have a great weekend,**

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

---

**From:** US Contracts [mailto:USContracts@stryker.com]
**Sent:** Thursday, May 11, 2017 3:53 PM
**To:** Johnson, Michael L; US Contracts
**Subject:** RE: sending contract

Hi Michael,

Last redlines and clean version are enclosed.

Thanks,

Alexandra Carvalho

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Thursday, May 11, 2017 10:57 AM
**To:** US Contracts
**Subject:** RE: sending contract

Attachment 9

**From:** McGehee, Stewart
**Sent:** Thursday, May 10, 2018 12:09 PM
**To:** Johnson, Michael L; Lee, Darrell R; Lee, Pat
**Subject:** RE: Raising Physio-Control $40K buffer

I agree.

Stewart McGehee, BS
Fire Division Manager
Emergency Medical Services Division
Oakland Fire Department
510-238-3736 office
510-316-3263 cell
510-238-6959 fax
smcgehee@oaklandnet.com

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**From:** Johnson, Michael L
**Sent:** Thursday, May 10, 2018 9:28 AM
**To:** McGehee, Stewart <SMcGehee@oaklandnet.com>; Lee, Darrell R <DLee4@oaklandnet.com>; Lee, Pat <PLee@oaklandnet.com>
**Subject:** FW: Raising Physio-Control $40K buffer

Good morning.

Based upon the "out of contract" charges in the email below that stretch out over 3.5 months and total $5,133.84 (excluding the $8,193 charge for our 3-month stopgap contract), it seems to be in OFD's best interest to add additional funds to our $40K buffer. At that rate, we would be in the red in about 2.33 years. This becomes more dire if this amount only represents our equipment and not the equipment that we are set to inherit July 1st.

I recommend another $20K on top of that $40K (at our current rate) to prevent a financial emergency in a few years' time. This would authorize us to increase the contract amount from $392,000 to $412,000. Please let me know as soon as you can as I can incorporate any changes into the final draft of the staff report/resolution.

Thanks

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department

Attachment 10

**From:** Johnson, Michael L
**Sent:** Thursday, February 09, 2017 9:35 AM
**To:** Hookey, Perry
**Cc:** McGehee, Stewart
**Subject:** Community CPR

Hello, Perry.

This one just popped up on my Task List. I know that you took over this program and its transition to CORE. Can you let me know if you are still on-track to have your first Community CPR class this Saturday, February 11th? I attached the meeting summary from your December 16th meeting for your convenience.

I know that you were having difficulties finding an instructor last year and so Stew decided to have you transition the program to CORE. I do hope that the people of Oakland will finally be able to have this important and contractually mandated program; all the better if it is now free again.

Best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

---

**From:** Perry Hookey <phookey@oaklandnet.com>
**Date:** Thursday, February 16, 2017 4:39 AM
**To:** "Johnson, Michael L" <MLJohnson@oaklandnet.com>
**Cc:** Stewart McGehee <smcgehee@oaklandnet.com>
**Subject:** RE: Community CPR

Michael,

Good morning, the class was a great success this past weekend as we had plenty of the new instructors there and all did wonderful. A total of 36 people were trained in community CPR.

Thank you for the follow up.

Best Regards,

Perry Hookey, NR-P
EMS Coordinator/EMD-Q Unit Leader
Medical Services Division
Office 510-238-3796
Cell 510-599-7896

Attachment 11

CITY OF OAKLAND

# *INTER OFFICE MEMORANDUM*

**TO:** Sabrina Landreth, City Administrator **FROM:** Darin White, Fire Chief

**SUBJECT:** Medical Equipment Purchases **DATE:** February 21, 2018

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Good day, Madame City Administrator.

As of this writing, OFD has over $100,000 in invoices for medical equipment. We are unable to pay these invoices and we stand to lose our ability to make medical equipment purchases in the near future.

**Salient Facts:**

- Measures M and N give us the ability to purchase medical equipment for Advanced Life Support and Basic Life Support programs.
- Administrative Instruction 1021, (section 2, #5) specifies that "programs that are **exempt by specific legislation**" qualify for Direct Pay. Measures M and N, theoretically, qualify for Direct Pay.
- Three staff members from EMS worked with the Purchasing Department, unsuccessfully, on medical purchase cooperative agreements with the cities of Fremont and Berkeley. EMS must now work proactively to mitigate the potentially negative ramifications of this current purchasing dilemma.

**History:**

On April 26th, 2017, Boundtree and Life-Assist vendors were assigned to EMS Coordinator, Darrell Lee. Mr. Lee handled purchases with these vendors and made sure that EMS had the medical equipment needed to carry out emergency medical services throughout the City.

In October of 2016; Program Analyst, Michael Johnson began working on a $60K, one-year contract with Physio-Control, Inc. The negotiations took one year because the vendor had at least 35 concerns with the City's boilerplate contract. That contract was completed in October, 2017.

After the Physio-Control contract was completed, unexpected medical equipment repairs (on non-covered equipment) became necessary and Physio-Control provided a discounted price on those repairs. Unfortunately, the replacement parts and equipment-generated invoices could not be paid out of the completed, paid contract. Unpaid invoices from Physio-Control total nearly $14K, alone.

Attachment 11 (continued)

**Current Status:**

Due to administrative changes within the Purchasing Department, the previous regime came to an abrupt end around August, 2017. Pat Lee, an OFD Accountant, informed EMS Staff that the previous medical purchases were covered under a Contract Purchase Order; though no formal contract has been located to undergird that CPO.

Before August, 2017; purchasing medical equipment from Boundtree and Life-Assist involved little formal planning by EMS staff and invoices were paid regularly because of the existing CPO. Since August, 2017, EMS has processed invoices at the division-level but those invoices could not be honored for payment by OFD Administration; due to the discrepancy between Purchasing's current protocols and EMS' past guidance on the issue of purchasing.

EMS is currently working with the Purchasing Department on an RFQ to select medical equipment providers based on the City's competitive process. EMS is at the very beginning of this complex process, however. The division seeks immediate assistance with this purchasing predicament. The division is also working with the affected vendors to ensure that they understand that the City is working to honor its obligations for payment.

Respectfully Submitted,

*Michael Johnson*

Michael Johnson, MPA
Program Analyst
Oakland Fire Department

Item: _____
City Council (or Committee)
Date of Report

Attachment 12

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, May 16, 2016 8:52 AM
**To:** Gulley, Gala (GGulley@oaklandnet.com); Feng, Pauline (PFeng@oaklandnet.com)
**Subject:** Budget Narrative Turned into Auditor
**Attachments:** Budget Narrative.pdf; Measure M&N Capital Expenditure Form.xlsx

Good morning, colleagues.

Gala, can you please show this to Trinette? Thanks for your help.

Here is the version that was turned in to the auditor as well as projections for capital expenditures.

Best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

Attachment 13

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Tuesday, February 20, 2018 12:10 PM
**To:** Lee, Pat; McGehee, Stewart
**Subject:** RE: Language Line Services, Inc.

Good afternoon,

Just a reminder that the State will be taking over our language translation contract. The check we received seems to be the difference between the State's lower rate and our current provider's slightly higher rate. If we do nothing, we switch automatically. This change might be due to the Governor's recently released budget that does change and streamline 911 services across the State.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

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**From:** Lee, Pat
**Sent:** Friday, February 09, 2018 5:01 PM
**To:** McGehee, Stewart
**Cc:** Johnson, Michael L
**Subject:** Language Line Services, Inc.

Hi Michael,

I got a credit of $345.46 from Language Line Services, Inc.. Do you know the reason? Are we going to use this company in the future?

*Pat Lee*

Accountant III
Fiscal & Administration Services Division
Oakland Fire Department
150 Frank H. Ogawa Plaza, Suite 3354
Oakland, CA 94612
(510) 238-7203 office
(510) 238-7924 fax

Attachment 14

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, November 09, 2015 1:47 PM
**To:** McGehee, Stewart
**Subject:** Scene Security Chart
**Attachments:** Relevant Codes for 3 Month Scene Security Data.docx; Scene Security Spreadsheet.xlsx

Here is the raw scene security data.

I can give you an analysis based on:

month-by-month, by service area, what percentage of calls this represents etc.

The spreadsheet represents only the most egregious examples. If I listed all examples of OPD failing to respond to requests for updates from OFD, the list would crash your computer. Just about every scene security incident entails attempts by Dispatch to get answers from PD.

I also included the list of codes through which I went in order to extract the data.

Note from the meeting today: It seems weird that OPD does not put the name of their dispatchers on the incident notes in the CAD, yet OFD does. I don't know how much they are able to change, but maybe the dispatchers name would add accountability to their process. What do you think?

Best,

Michael L. Johnson
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

Attachment 15

**Johnson, Michael L**

| | |
|---|---|
| **From:** | Johnson, Michael L |
| **Sent:** | Friday, April 22, 2016 12:42 PM |
| **To:** | McGehee, Stewart |
| **Subject:** | Chart for Overtime/Comp Time Analysis |
| **Attachments:** | 4 0 staffing worksheet.xlsx; FDC Shift Meeting notes.docx |

Hello,

Here is the chart from which I will work. It has been a heuristic process but getting this part done was the uphill battle. More to come, soon.
Also, I attached the notes I took when I interviewed Ms. Emerson about FDC dynamics that might inform the final report.

Take care,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

Attachment 16

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, May 15, 2017 11:29 AM
**To:** Lee, Darrell R; McGehee, Stewart
**Subject:** RE: Analysis of the designated accreditation stations

Good day, Darrell and Stew.

I hope you both are very well and had a nice weekend.

I will assume that these questions are Stew's questions from the meeting and so I will answer them point-by-point. Thank you, Darrell, for recording and sharing them with me.

- What does the data show as our top six stations to make them accreditation stations?
  - Based upon the "Oakland Fire Dept. Responses by Company-by call volume, Jan. 1, 2015 through Dec. 31, 2015" file that you sent, here are my disclaimers on the data:
    - You may not be able to assess responses by call volume, we seem to need to analyze actual response data to get a more accurate picture.
    - The only relevant code on the aforementioned file, that would correspond to Paramedic Accreditation, would be "Code 3 EMS". There might have been paramedic activity "hidden" within other fields on the sheet (for instance, an extrication might necessitate ALS procedures, or it might not).
    - For an analysis of stations, I would need the data that shows where these trucks and engines actually live. I have found that truck numbers and engine numbers do not correspond neatly to stations. Stew, can you please let me know if I should ignore that dynamic or if one of you does have a document that details where each of these apparatuses are domiciled?
  - With those disclaimers in mind, here is an answer to your question: **Engine 23, Engine 20, Engine 29, Engine 1, Engine 18, Engine 13.** Wherever these engines live, would provide trainees the most opportunity to respond to "Code 3 EMS" calls based on 2015 data.
- What is the daily call volume for each of those stations?
  - According to the File given, below you will find the average calls per day (respectively) for the engines described in the first bullet point. Disclaimer: average calls per day are the average of all calls listed in the file, therefore, this may not be an accurate gauge of "Code 3 EMS" calls. It seems to be only an indication of how busy, generally, these engines were in 2015.
    - Average calls per day: **12.6, 12.2, 12, 12.1, 11.4, 11.1.**
- What is the candidate time to complete their accreditation with the top six stations?
  - Disclaimers: Again, Engines and Stations may not neatly align. For this analysis, I will just assume that they do (i.e. Engine 23 always resides at Station 23). Also, this data is broken down into shifts: different shifts may vary in the time that they are able to complete accreditations. Since there are multiple candidates for several stations, I will assume that you would like an average, I will also assume that you want that average calculated in days. In the essence of time, I will further assume that the category "days on task" neatly corresponds to the difference between the "start date" and the "completion date".
    - **Station 23 = 36.2 days, Station 20 = 31.7, Station 29 = 6 days, Station 1= 19.5 days, Station 18 = 18 days, Station 13 = NO DATA.**
- How many of those top stations have accreditors?
  - Disclaimer: Again I will assume that engines and stations neatly align.
    - All "top stations", excluding Station 13, have accreditors.

Attachment 16 (continued)

All the best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Lee, Darrell R
**Sent:** Friday, May 12, 2017 8:44 AM
**To:** Johnson, Michael L
**Subject:** Analysis of the designated accreditation stations

Michael,

I have attached the documents needed to analyze the data to report back to Stewart. I don't have the data to compare the 2016 calls by unit. The questions that was asked from the meeting was:

- What does the data show as our top six stations to make them accreditation stations?
- What is the daily call volume for each of those stations?
- What is the candidate time to complete their accreditation with the top six stations?
- How many of those top stations have accreditors?

Thank you for the assistance in this analysis.

Respectfully,

**Darrell Lee | EMS Coordinator, Medical Services Division**
**THE CITY OF OAKLAND**
Oakland Fire Department
47 Clay Street | Oakland, CA 94607
Direct/Voicemail: 510.238.5237 | dlee4@oaklandnet.com
MSD Main: 510-238-6957 Cell: 510-773-0836

Attachment 17

**From:** Johnson, Michael L
**Sent:** Tuesday, May 09, 2017 10:10 AM
**To:** Lee, Pat
**Subject:** LPG Invoice

Good morning, Pat.

Here is the first "prong" of the argument for the LPG invoice attached.

Recall that the issue is that **we provided fingerprint-based background checks to our last Firefighter Academy** so that they could become Probationary Firefighters.

It seems that Purchasing could process this invoice as a Direct Payment. According to the AI, there are at least three ways this could work. The two strongest arguments for a DP seem to be:

- (Item 7) That this is a legal cost. This expenditure is required by Assembly Bill 2917 and subsequently by our DHRM. OFD is legally required to have these fingerprinting services conducted as a condition of having our Firefighters legally able to provide emergency services within the State of California.
- (Item 23) That this is a fee paid to the government. Since the requirement to provide fingerprint-based information to the DOJ/FBI for the State's benefit is an unfunded mandate, our payment to a vendor who has been certified by the DOJ (http://thelpgroup.com/mobilelivescan.html) and FBI to receive and transmit this data is a payment that ultimately provides a tangible benefit to the City of Oakland via the successful recruitment of firefighters; we are providing a payment that satisfies a state requirement.

http://agency.governmentjobs.com/oaklandca/default.cfm?action=viewclassspec&classSpecID=824448&agency=2209&viewOnly=yes
**City of Oakland Department of Human Resource Management**
"Must pass a thorough background investigation that complies with the background clearance of California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI)."

http://leginfo.ca.gov/pub/07-08/bill/asm/ab_2901-2950/ab_2917_bill_20080910_enrolled.html
**AB 2917, Torrico. Emergency medical services personnel.**
"(d) Ensuring the safety of the public, as well as that of first responders, requires that any entity that employs EMTs have access to pertinent information concerning any applicant's background and criminal history as a condition of his or her employment."

"(c) (1) As part of the centralized registry system, the authority shall electronically submit to the Department of Justice fingerprint images and related information required by the Department of Justice of all EMT-I and EMT-II certificate candidates or holders, and of all EMT-P license applicants, for the purposes of obtaining information as to the existence and content of a record of state or federal convictions and state or federal arrests and also information as to the existence and content of a record of state or federal arrests for which the Department of Justice establishes that the person is free on bail or on his or her recognizance pending trial or appeal."

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)

Attachment 18

**From:** Lee, Pat
**Sent:** Thursday, July 12, 2018 12:31 PM
**To:** McGehee, Stewart
**Cc:** Johnson, Michael L
**Subject:** 14916202 OAKLAND FD PAST DUE $3,795.31 (A)

Hi Stewart,

Please prepare a memo for Chief White to request CAO office's approval to pay for the O/S invoices. Thanks.

*Pat Lee*

Accountant III
Fiscal & Administration Services Division
Oakland Fire Department
150 Frank H. Ogawa Plaza, Suite 3354
Oakland, CA 94612
(510) 238-7203 office
(510) 238-7924 fax

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**From:** Johnson, Michael L
**Sent:** Thursday, July 12, 2018 12:42 PM
**To:** Lee, Pat <PLee@oaklandca.gov>
**Cc:** McGehee, Stewart <SMcGehee@oaklandca.gov>
**Subject:** RE: 14916202 OAKLAND FD PAST DUE $3,795.31 (A)

Hello, Pat.

Thanks for this. In that memo, we should also ask for funds to pay outstanding balances for Boundtree and Life Assist to wrap them all into the same process. Can you give us those outstanding balances as well?

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

Attachment 19

**Johnson, Michael L**

**From:** McGehee, Stewart
**Sent:** Tuesday, January 03, 2017 1:00 PM
**To:** Johnson, Michael L; Diaz, Luis; Feng, Pauline
**Subject:** Re: Oakland Fire: Commitment to Fund + Signed Purchase order

Thanks

Stewart McGehee
Fire Division Manager
Medical Services Division
Oakland Fire Department
Office 510-238-3736
Cell 510-316-3263

---

**From:** "Johnson, Michael L" <MLJohnson@oaklandnet.com>
**Date:** Tuesday, January 3, 2017 12:38 PM
**To:** Stewart McGehee <smcgehee@oaklandnet.com>, Luis Diaz <ldiaz@oaklandnet.com>, "Feng, Pauline" <PFeng@oaklandnet.com>
**Subject:** FW: Oakland Fire: Commitment to Fund + Signed Purchase order

I forgot to send this to you all.

**RE:** Extended Maintenance for years 6 and 7 of Public Safety Access Point Customer Premise Equipment (911 systems).

Best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

-----Original Message-----
From: LEADEN, FRANK [mailto:fl029b@att.com]
Sent: Monday, December 19, 2016 4:22 PM
To: Johnson, Michael L
Subject: RE: Oakland Fire: Commitment to Fund + Signed Purchase order

Michael.

This is all I need.

I will update our maintenance records to reflect the extended maintenance.

Attachment 19 continued

Have a Merry Christmas,

Frank

Frank Leaden
AT&T Public Safety Solutions
Application Sales Executive
ENP, CISSP
415-794-7376

www.att.com/publicsafety

-----Original Message-----
From: Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
Sent: Monday, December 19, 2016 3:45 PM
To: LEADEN, FRANK <fl029b@att.com>
Subject: Oakland Fire: Commitment to Fund + Signed Purchase order

Good day, Frank.

Please let me know if you need a physical copy of these documents as well.

Best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

-----Original Message-----
From: OFDEMS_TOSHIBA32598@oaklandnet.com [mailto:OFDEMS_TOSHIBA32598@oaklandnet.com]
Sent: Monday, December 19, 2016 4:42 PM
To: Johnson, Michael L
Subject: Send data from MFP11244341 12/19/2016 16:41

Scanned from MFP11244341
Date:12/19/2016 16:41
Pages:2
Resolution:300x300 DPI
---
Document sent from Toshiba copier. Please do not reply to this message.

Attachment 20

**Johnson, Michael L**

| | |
|---|---|
| **From:** | Johnson, Michael L |
| **Sent:** | Friday, August 31, 2018 3:57 PM |
| **To:** | Robinson Pinon, Angela C; Gist Skinner, Trinette; McGehee, Stewart |
| **Cc:** | White, Darin; Lee, Pat |
| **Subject:** | RE: Paying Outstanding invoice for Bound Tree, Life-Assist, Physio Control & Arrow |
| **Attachments:** | The PO for Boundtree until August 2019.pdf; Actual Staff Report.pdf; RESO 87253 CMS.pdf |

Thanks again. Here are the vendors and our balances with them from Trinette's email earlier.

| | |
|---|---|
| Bound Tree | $70,233.84 |
| Life-Assist | $10,148.01 |
| Physio-control | $3,983.23 |
| Arrow | $2,129.23 |

For Boundtree, the "Competitive Process Waiver Request Form For One Time Purchase Up to $50,000"form doesn't seem to fit because the balance is well over $50K.

Life-Assist and Arrow have no documents (that I have been able to locate) that show that they have been approved or vetted by the City. So they would not be able to fulfill this requirement in the typical sense.

Pat has the invoices in her possession and they must have been used in order to tabulate the figures below, we could use those but it might be better to attach a ledger with each past-due vendor.

Lastly, I don't have enough information about how these purchases were made nor how the vendors were selected to effectively complete the Contract Authority Checklist for Life-Assist and Arrow. I defer to Stew's institutional memory and unique vantage point on this portion.

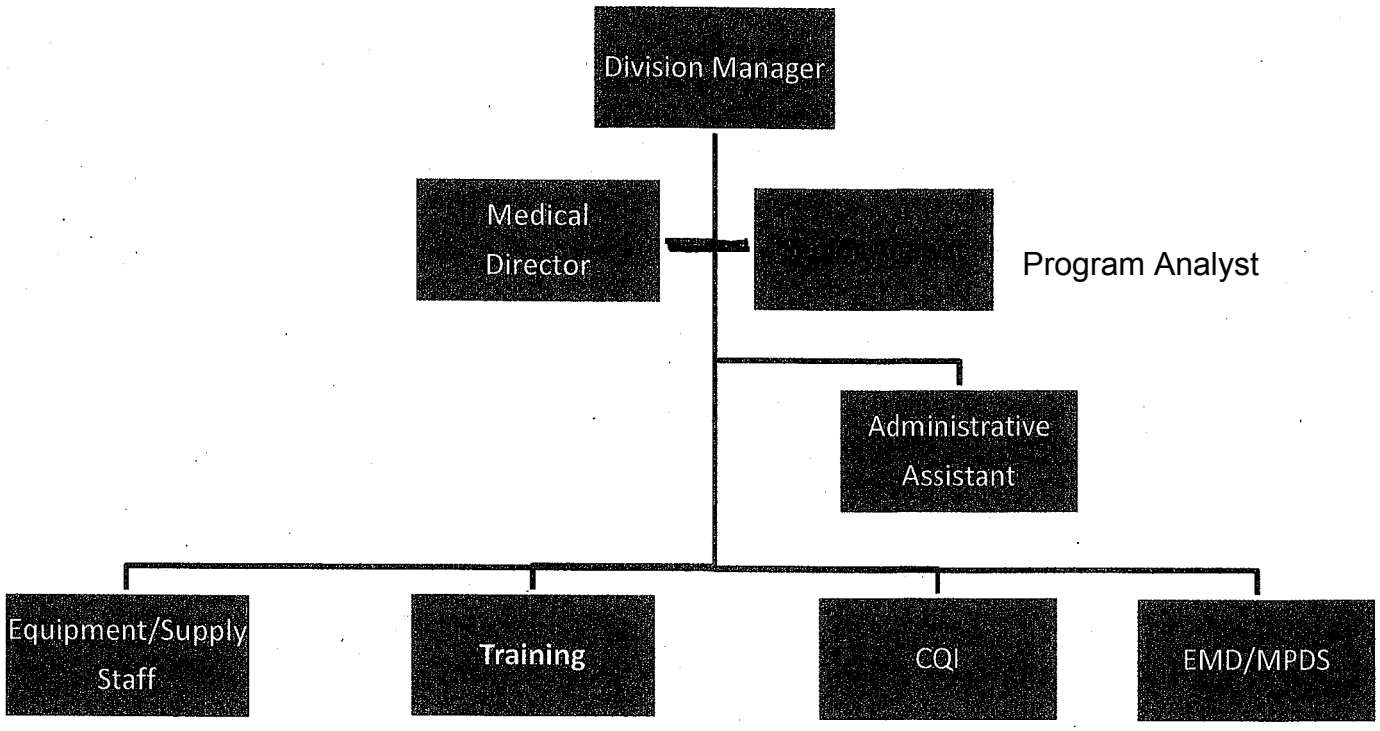
With those caveats out of the way, here are some documents that can assist should the City Administrator require more documentation upon this request.

- Physio-Control Agenda Report/Reso-shows how Physio was selected.
- The Boundtree PO that was just issued by purchasing –the completion of the RFQ process.

Thank you all. We are almost to the finish line on this issue.

Have a nice and relaxing Labor Day Weekend.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."




MSD Org Chart from Sept. 2015.

-Sent to HR on 8/13/2018

**Oakland Fire Department**
**Medical Services Division**
**EMPLOYEE QUESTIONAIRE**
***(limit responses to three pages or less)***

**Name:** Michael L. Johnson
**Position Title:** Program Analyst
**Evaluation Period:** 2016-2017
**Date Response Due:** March 13, 2017

*Please complete the questions listed below. You will be given up to two hours of work time over a 3 – 5 day period to complete the form. The information you include will be used by your supervisor in writing your evaluation. If your response is not received by the date listed above, your supervisor may proceed with writing the evaluation without your input.*

1. **List the job activities, tasks, or projects on which you have worked. Please highlight and describe your major accomplishments and special projects. Identify any supervisors or Team Leaders with whom you worked, other than your primary supervisor.**

   a. Worked with Purchasing, Accounting, Contract Administration, The City Attorney's Office, The Clerk's Office, Risk Management, and various others to negotiate and execute several contracts and agreements worth at least $500,000.

   b. Resolved disputes with vendors and facilitated payment and payment processing; thus enabling MSD to secure whatever items it needs in an expedited manner.

   c. Wrote the budget narrative that was approved by the City Auditor; this audit required our financial projections and also to account for several past years where the audits had not been performed. I worked with an interdisciplinary team to help MSD get through this audit.

   d. Coordinated the donation of medical waste as well as the reverse distribution of controlled substances.

   e. Using the CAD, I conducted several analyses to inform the manager's decision-making in MSD and Communications (4-0 Staffing Report, Sick Leave Abuse, Interventions Analysis, Scene Security, Senior Overtime etc.).

   F. Reconfigured the Community CPR program by setting up a partnership with OPR, marketing work, site planning and security, financial analysis and reporting, and program recruitment.

G. Working closely with Accounting to balance Measure M and N budgets.

H. Keeping items off of the City Council Agenda, negotiating with attorneys and risk managers and generally finding innovative ways to cut through red tape and allow the manager to function at the highest level possible (Physio Contract, etc.).

I. Worked with Governor's Office of Emergency Services, PSAP Customer Premise Equipment vendor, purchasing and accounting to extend the Master Purchase Agreement for the 911 Hardware in the FDC (a $60K value). Improvised a strategy to receive the extension when a colleague provided incorrect information and we missed a key deadline.

2. **What job changes have occurred since your last evaluation, and what impacts have these changes had on your job? For instance, have you needed to develop new knowledge, skills, or abilities to adjust to these changes? What challenges have arisen? How have you overcome them?**

I have continually needed to develop new skills to adapt to requests. The newest skill is: conducting independent research to justify purchases over $500. I learned this because, due to administrative changes, I am expected to justify each item (even past ones) over $500; whereas this was not a requirement in the past.

3. **How do your work accomplishments correspond with the City Council's goals?**

My work allows the City Council to function on a higher level by solving issues that arise here, at this level. I have also brought potential liabilities that the City might face to my Supervisor (Scene Security issues with OPD, Clean Water Act Violations etc.) So that the City has a chance to know and practicably solve what is going on before issues become a liabilities.

4. **What interests you most about your job assignment? What interests you least?**

I am most interested in developing new skills to solve complex problems MSD or communications might face. The local Cost Plus World Market interests me the least.

5. **What new work responsibilities would you be interested in undertaking? What skill areas would you like to expand or gain experience in? What training, equipment, or resources would be needed, if any, to help you undertake the new work responsibilities?**

I would like to help OFD avoid liabilities by working with OPD to reduce the time that victims of violence must endure before scenes are cleared and OFD personnel can begin life-saving treatment.

6. **Have you identified any areas in which you would like to improve? What specific targets have you established?**

I have not established any targets but I use metacognition in pursuit of improvement.

**FUTURE PERFORMANCE TARGETS: (must be measureable)**

1. Meet Deadlines.

2. Work with Colleagues.

3. Take more time to think through challenges, even when out of the office.

CITY OF OAKLAND

**DEPARTMENT OF HUMAN RESOURCES MANAGEMENT**
RECRUITMENT & CLASSIFICATION DIVISION

# POSITION DESCRIPTION QUESTIONNAIRE
## PART I: INCUMBENT DATA

The purpose of this Position Description Questionnaire (PDQ) form is to obtain information about your current position including the duties you perform, your level of authority and responsibility, and the skills and abilities needed. The information you provide will be used to determine the correct classification of the position you hold. We recommend you first read through the entire document so that you understand the information we are asking for in each section. It is very important that you provide accurate, detailed information about your current job duties.

**DIRECTIONS:**

1. Please complete all sections of the questionnaire and give specific examples that accurately describe your work. Please review your answers for specificity and completeness.
2. When complete, make a copy for your own records and forward the original documents to your supervisor.
3. If you have any questions, please email the Classification Unit at class.comp@oaklandnet.com.

## SECTION A - BACKGROUND INFORMATION

| | |
|---|---|
| Name:<br>Michael L. Johnson | |
| Email:<br>mljohnson@oaklandnet.com | Phone Number:<br>(510) 637-0337 |
| Department/Division/Unit:<br>Oakland Fire, Medical Services Division. | |
| Work Location Address:<br>47 Clay St. Oakland, CA. 94607 | |
| Current Classification:<br>(Exact Title)<br>Program Analyst I | ☑ FT ☐ PPT ☐ PT<br>☐ Other: |
| Current Working Title, if applicable:<br>(concurrent with present work duties being performed)<br>Senior Analyst I | |
| # of months performing current duties: 20 | Are you receiving "acting pay"? ☑ No ☐ Yes If so, how long? |
| Have you ever participated in a Classification Study, requested a desk audit, or been reclassified?<br>☑ No ☐ Yes<br>If yes, please provide the estimated date and describe the final outcome: | |
| Have you ever competed in a selection process for any other position with the City of Oakland?<br>☐ No ☑ Yes<br>If yes, please specify for which recruitments using exact titles:<br>Policy Analyst-Oakland City Council, Special Assistant to the Mayor I-Mayor's Office. | |

FORM #05211-0002
REV. 01.31.11



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## SECTION B - DUTIES

In one or two sentences, please state the overall purpose of your job:

I create programs, oversee two budgets of roughly $9 million (FDC and MSD), negotiate hundreds of thousands of dollars in complex contracts, and otherwise allow the Division to meet various local, state, and federal obligations.

1. Please list the major and essential duties you currently perform and describe in detail what you do.
2. For each duty listed, provide your best estimate of the frequency by inserting the corresponding number that best describes the amount of time spent.
3. In the right hand column, provide your best estimate of the percent of your total working time normally spent on each task so that the total percentage for all duties = 100%.

| Duties | Frequency<br>1 = Daily 2 = Weekly 3 = Monthly<br>4 = Quarterly 5 = Annually<br>6 = As Needed | |
|---|---|---|
| | Frequency | Percentage |
| Contract Negotiations | 1 = Daily | 40 |
| Program Development | 2 = Weekly | 15 |
| Data Analysis | 6 = As Needed | 10 |
| Budgeting Work | 2 = Weekly | 15 |
| Legislative Research | 2 = Weekly | 10 |
| Intergovernmental Work | 3 = Monthly | 10 |
| | Total (must be add up to 100%): | 100 |

FORM #05211-0002
REV. 01.31.11



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## SECTION C - IMPORTANT & ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES (KSAs)

Knowledge: refers to the concepts and information gained through experience, training and/or education and can be measured through testing.
Skills/Abilities: refers to the proficiency and capability which can be demonstrated and are typically manual in nature and/or can be measured through testing.

What are the knowledge, skills and abilities needed to perform this job?

The knowledge, skills, and abilities needed to perform my current job are as follows:

An intimate knowledge of how City government works, institutional memory, contract negotiation, research and analysis techniques, budget development and administration, community resources and organizations, program development and evaluation, effective and persuasive communication with the public and higher levels of government, working independently and setting priorities, maintaining meticulous records and maintaining confidentiality, the ability to conceptualize programs depending upon community needs, a keen understanding of translating contracts into real-world scenarios, the ability to innovate solutions to complex problems, to understand the legal ramifications of minor changes and nuances in meaning, an ability to map out bureaucracies and find opportunities for leverage, interpret and analyze complex (and often technical) reports.

What additional knowledge and skills could be learned on the job?

The supervision of staff could be learned on this job as things would happen faster if I had supervisory authority.

## SECTION D - WRITTEN PROCEDURES/GUIDELINES/MANUALS/POLICIES

If you have any procedure manuals, guidelines, policies, references, tables, laws, rules, etc. to assist you in performing your duties and responsibilities, please identify and describe such materials and how they are used:

The Master Fee Schedule: Setting rates and reimbursements for programs
Legister website: To find the implications of council actions on MSD/FDC's operations
Administrative Instructions: various documents that guide my ability to solve budgetary/purchasing issues.
The County Ambulance Contract: budgetary and operational obligations

Book: "Government Contracts Compliance" -to facilitate contract negotiations
Book: "Working with Government Agencies in Government Contracts Law"-to facilitate contract negotiations

Graduate Courses Taken at UC Davis: Theories of Persuasive Communication, Urban Economics, the Political Economy of Urban and Regional Development, The Ghetto: Contemporary Issues and Controversies, Social Solidarities, "Doing-Debating-Development",

1.9 Years as a Policy Analyst, providing intimate knowledge of how the Council works.
7 months as a Graduate Intern for the City Administrator, providing intimate knowledge of how City Administration works.
1.5 years as a Special Assistent to the Mayor, providing intimate knowledge of how the individual parts of the City work (at their very best).

OFD Policies and Procedures and a host of other references.

## SECTION E - DECISION MAKING/PROBLEM SOLVING

**List examples of decisions or commitments you regularly make without prior approval. Who is directly affected and how?**

I make decisions about how to pursue contract negotiations and what strategies will allow consensus between vendors and the City. I also make decisions about how to engage stakeholders at higher levels of government in order to ensure that operations here run smoothly. I regularly make decisions around how to solve problems that were created before my tenure and had since festered.

**What types of questions or issues would you usually take to your supervisor for advice or resolution? Give specific examples.**

I ask my supervisor visionary questions in order to learn his overall goal. I get help from him when that help involves a personal relationship that he may have cultivated with a particular City Employee. It is a rare occurrence that I ever need help from my supervisor, however, I would estimate the likelihood at twice per quarter. I develop the procedures and techniques to help the manager manifest his vision. As a professional, I "profess" to know how to utilize and create systems in the pursuit of successful work product.

**Briefly describe two typical problems or difficult/sensitive situations you have been called upon to deal with in performing your duties and how you dealt with/solved each situation.**

Typical Problem 1:
The department had been paying our emergency communications and external auditing vendor for five years without a City Contract. The City was in a VERY vulnerable position while the vendor was covered under a service agreement that the City had signed. I found out about this issue before the service agreement expired, brought it to the attention of my supervisor, then worked directly with the: vendor, the City Attorney, Accounting, Risk Management, and Contract Administration to develop a strategy to create a contract without going back to the City Council and without them ever knowing how vulnerable we had all been. The Chief of Staff in the Fire Department indicated that this issue would have to go back to the Council but I found a way to shorten the contract duration, and reduce the contract cost to a level that would not trigger council reauthorization. The vendor balked at 34 legal items contained in the 26 page PSA. I researched each of those items and got them resolved.

Typical Problem 2:
We underwent an audit last year and the FDC and MSD had not been audited in years. There were many issues with the ways in which we purchased, how we justified payments, and our future projections. I became the liaison to the Auditor's office and the point of contact. Anything they needed, I found a way to get it. The auditor asked my supervisor to work with the City Attorney to get specific answers. I did so. I was reprimanded for engaging with the City Attorney. Immediately thereafter, my supervisor was reprimanded for not contacting the City Attorney. With no rubric, I utilized the City of Piedmont's budget narrative format and that became the basis for the format our interdisciplinary team ultimately used. I then worked with accounting to translate the budgetary concepts discussed there to my supervisor. I researched the implications of every change and worked independently with affected staff to justify and help relocate expenses associated with them.

## SECTION F - SUPERVISION EXERCISED

Do you directly supervise anyone? ☐ No ☑ Yes
If yes, please specify number of staff and identify the exact classification titles:

I supervise others in the sense that I develop a plan, get it approved by my supervisor, and then ask other staff to help me fulfill the plan that I created-to OFD's benefit.

## SECTION G - EQUIPMENT AND MACHINE OPERATION/COMPUTER SOFTWARE

In the performance of your duties, are you required to operate any equipment such as computers and software, calculators, forklifts, copiers, fax machines, hand/power tools, etc.? ☐ No ☑ Yes
If yes, please list the equipment, machines, tools and/or software programs that you use and the purposes for which you use them.

| | Equipment, Machine, Software, etc. and Purpose |
|---|---|
| 1 | Desktop Computer and Printer: Creating reports, independent research, communications. |
| 2 | Neat Desk: digitization and archival of important invoices, report generation |
| 3 | CAD System/Crystal Reports: Operations Analysis |
| 4 | Microsoft Office: Office Applications, Document creation |
| 5 | Fax/Copier: to send and receive important documents and digital documents |
| 6 | |
| 7 | |
| 8 | |

Does your work require you to drive an automobile or other vehicle? ☐ No ☑ Yes
If yes, describe the type of vehicle, the purpose of use, and frequency:

travel to OFD admin offices, and City Hall Plaza.

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## SECTION H - WORKING RELATIONSHIPS/HUMAN INTERACTION

Please list your contacts below. For each type of contact, indicate the purpose of the contact by inserting one of the corresponding numbers provided below on each line.

**PURPOSE OF CONTACTS**

1 = Provide information/service
2 = Coordinate services, projects, and/or activities
3 = Solve problems for services, projects, and/or activities
4 = Supervise and direct others
5 = Negotiate within policy
6 = Negotiate involving policy changes
7 = Other (specify below in remarks)

| | Type of Contact (List Classification titles) | MAIN PURPOSE |
|---|---|---|
| 1 | Within work section/unit: Dispatch Manager | 3 |
| 2 | Within Department: Accountant III, Fiscal and Admin Svcs. | 5 |
| 3 | Within City: Chief Assistant City Attorney | 5 |
| 4 | Vendors or outside agencies: Regional Manager | 6 |
| 5 | Other Federal, State, local or non-profit agencies: Governor's Office of Emergency Services | 6 |
| 6 | Committees, Boards & Commissions: Public Safety Committee/City Council | 1 |
| 7 | General public: Constituents by phone or in-person | 3 |
| 8 | Other (specify): City Auditor: Performance Audit Manager | 3 |

## SECTION I - PHYSICAL ACTIVITIES/REQUIREMENTS

This section helps us understand the physical activities and requirements that are absolutely necessary for you to successfully perform your job.

Does your work require any physical exertion such as bending, lifting, carrying, climbing or work in tight spaces, etc? ☑ No ☐ Yes

If yes, describe the circumstances of such activities and indicate corresponding amounts of weight, if applicable.

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## SECTION J - QUALIFICATIONS

| EDUCATION | | | | | | |
|---|---|---|---|---|---|---|
| Name, City and State of High School, Colleges/Universities | Units Completed Semester | Quarter | Course of Study/Major | Type of Degree? | Completed? Y | N |
| Berkeley High School | 230 | | General | H.S. Diploma | ☑ | ☐ |
| UC Riverside | | 190 | Soc, Psych, Anthro | Bachelor of Arts | ☑ | ☐ |
| UC Davis | | 48 | Public Policy | Master of Science | ☑ | ☐ |

| Other relevant courses and training | Name & Location of Institute | Length of course | Date Completed |
|---|---|---|---|
| See Section D | | | |
| | | | |
| | | | |

| Professional licenses or certificates | Certificate Number | Date Issued | Expiration Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## SECTION K - COMMENTS

Is there an existing City classification which you believe captures the work that you perform?
☐ No ☑ Yes
If yes, provide exact classification title:

Program Analyst III

I certify to the best of my knowledge that the information contained in this questionnaire is an accurate description of my current duties and responsibilities as required by the position I hold.

Signature of Employee

4/20/17
Date

**DHRM USE ONLY**

☐ Complete PDQ = assign to staff
☐ Incomplete PDQ = return to department

Analyst: _____ Date: _____

Comments/notes:

FORM #05211-0002
REV. 01.31.11



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# [Attachment W]

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Monday, October 09, 2017 9:55 AM
**To:** Sotelo, Amadis
**Cc:** Parker, Barbara; McGee, Jr., Otis; Moreno, Doryanna
**Subject:** OFD: Vendor Concerns about City's IT PSA

Good morning, Amadis. I hope that you are well.

OFD is currently working with a company called BeezWax to manage our FileMaker databases. They had some questions on the City's IT PSA (attached). I have copied their questions below and highlighted the answers that I gave. Can you please comment on these answers and/or provide acceptable language to assuage the concerns of the vendor. Alternatively, if you just comment, I can try to change those parts of the contract and send it back to you.

**Vendor Comments:**

7.d. — We don't have the rights to license FileMaker Pro itself; those rights are held by FileMaker, Inc. However, the FileMaker application will be required to run our software. This is probably not relevant (since FMP isn't strictly part of our Services or Deliverables), but I wanted to highlight it because the implications are significant.

- The City can change the language in this portion to specify that only the deliverables and results of services are "owned" by BeezWax. Celso Ortiz will advise.

8.a. — We bill accrued time bi-weekly, rather than according to pre-specified milestones or Deliverables. Also, we'll need some guidance regarding the "Acceptance Certificate"; I don't believe we've used them in our past work with you (though if I'm mistaken, Jules and I can get guidance from Rachel).

- The City can pay using an SPO and deliverables can be defined as occasions upon which the City successfully receives tech interventions from vendor. This appears to be an OFD contract administration in issue.

9.1 (b) — It's not clear what happens if we assert we need more than 5 days, but Oakland Fire does not agree.

- Oakland Fire will be the Liaison between the City of Oakland and BeezWax. We are confident that this would not become an issue because you would only deal with OFD personnel with clearly articulated goals for each task. This appears to be an OFD contract administration in issue.

13. (b) (i) and (ii) — These costs are potentially astronomical. In the case of the very small scope of work under current consideration, I guess it's not a big concern, but I wanted to raise this as a concern.

- "time allowed" is an amorphous term defined by OFD. Since this contract will consist of a series of small tasks, under the advisement of OFD personnel. This part of the contract

can be amended, or expectations around project deadlines can be changed in another part of the contract. This appears to be  an OFD contract administration in issue.

15. — We believe we're sufficiently solvent that the Bond is not needed.

- Because of the nominal value of this contract (about $3,400), I will look into having this waived or identifying whether or not this is relevant to such a small contract. Consult Contract Compliance.

16. (d) — The phrase "without regard to any alleged or actual contributory negligence" is concerning; ostensibly, if I'm reading this correctly, we could be fully on the hook for 100% of a problem when we contributed 1% to it and an "Indemnitee" was culpable for 99% of it. Am I reading this correctly?

- I share your concern with this statement within the provision and I think I can get the language changed so that it's more generous to the vendor. Celso Ortiz will advise.

22. — This only applies to our efforts to get this project, correct? If the best person on our team to do the actual work turned out to be a part-timer or a 1099 contractor, that would be no problem…?

- There is a sheet where you can state which subcontractors might be working on the project. There is some wiggle room here. The City seems to just want to make sure that the intention is to use fulltime employees.  Consult Contract Compliance.

24. (a) (7) — Not quite clear how we are to do this. Does this mean that we just reaffirm this in the specific proposals we send you? Or do we need to make an adjustment to our internal contracts? It doesn't make sense for us to amend our employees' contracts…

- This section compels companies to make it clear to subcontractors that conflicts of interest (political stuff) is generally off-limits. It does not mean you have to change any employee contracts, however.  This is statement of California law included to put the contractor on notice.  Contractor needs to make sure they are in compliance.

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

# [Attachment X]

**From:** Gist Skinner, Trinette
**Sent:** Thursday, September 27, 2018 12:49 PM
**To:** Johnson, Michael L
**Subject:** Re: New DV training requirements from the State

Thanks for the heads up.

**Trinette Gist Skinner**
**Fire Division Manager**
**Fiscal & Administration Services Division**
**Oakland Fire Department**
(510) 238-4936 office
(510) 238-4705 fax

On Sep 27, 2018, at 9:21 AM, Johnson, Michael L <MLJohnson@oaklandca.gov> wrote:

Good morning, Trinette and Sonia. I hope you are well.

A colleague at County EMS just informed me of this requirement for EMTs and Paramedics. I just sent it to Stew and figured I would share it with you since you both helped me find out about our internal DV training.
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1973&firstNav=tracking

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

# [Attachment Y]

**On Thu, Dec 6, 2018 at 8:59 AM Johnson, Michael L <MLJohnson@oaklandca.gov> wrote:**

Good morning, Gene.

Here is an important disclaimer from the City:

As of October 1st, 2018, any invoices that you send to us must contain the PO number (2016007525) related to this Professional Services Agreement. If you have submitted an October 1st invoice, please resubmit it with the PO number referenced above. If you have any questions or require any assistance, please don't hesitate to reach out.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

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**From:** Gene Hern <emergentt@gmail.com>
**Sent:** Friday, December 07, 2018 10:00 AM
**To:** Johnson, Michael L <MLJohnson@oaklandca.gov>; Dillard, Sylvia <SDillard@oaklandca.gov>; Dillard, Sylvia <SDillard@oaklandca.gov>
**Cc:** Hern, Gene <MedicalDirector@oaklandca.gov>; McGehee, Stewart <SMcGehee@oaklandca.gov>
**Subject:** Re: October 1st Invoices and Beyond

Thank you.

I have re attached the invoices for Oct and Nov and have used the asked for PO number.

I'm now not sure who I should send them to so I'm sending them to everyone.

Thanks,

Gene

RE: Need Inter Office Memo - Message (HTML)

File | Message

Ignore | Junk | Delete | Reply | Reply All | Forward | Meeting | More | IF | Team E-mail | Reply & Delete | To Manager | Done | Create New | Move | Rules | OneNote | Actions | Assign Policy | Mark Unread | Categorize | Follow Up | Translate | Find | Related | Select | Zoom

Delete | Respond | Quick Steps | Move | Tags | Editing | Zoom

**Attachment Z**

This message was sent with High importance.

From: Johnson, Michael L

Sent: Mon 9/17/2018 11:17 AM

To: Dholakia, Sagar; Teshome, Theodeross; Lee, Pat; Marubayashi, Fred

Cc: Haliburton, Fred; McGehee, Stewart; Gist Skinner, Trinette

Subject: RE: Need Inter Office Memo

Message | Requisition 201903687 Screenshot.docx (303 KB) | Intraosseous Products (15 KB)

Good morning, esteemed colleagues.

After a weekend of rumination on this contracting issue, it has come to your memorialist's attention that several steps need to be taken in order to solve what is sure to become an issue in the near future.

First, Despite the fact that we sporadically buy intraosseous supplies, **we still have no contract** with a provider of these specialty products. We have historically utilized Arrow/Teleflex and, as such, **we continue to generate invoices that we cannot pay.**

Second, the invoices provided by the vendor may not reflect current totals and it is imperative that we ascertain exactly how much we owe and try to eliminate all purchases made out of contract. To that end, I have asked my colleagues about any purchases made after our last verified Arrow invoice (5/22/18) and I have also encouraged them not to order (if at all possible) until we have a contract in place for these supplies (attached).

Third, I have created a requisition with the intraosseous supplies that we have purchased over the last two years. I have attached the screenshot of requisition 201903687 for your convenience. Fred Marubayashi and Sagar were helpful in the RFQ process for our previously created medical equipment contracts and I am hoping that we can count on their expertise in this contracting process as well.

Finally, please let me know if there is some information that I am missing in this attempt to maintain fiscal responsibility for the Division and the Department in general.

Thanks,

Michael L. Johnson, MPA
Program Analyst

Click on a photo to see social network updates and email messages from this person.

| Johnson, Michael L | Sagar Dholakia | Theodeross Teshome | Pat Lee | Marubayashi, Fred | Fred Haliburton | McGehee, Stewart | Trinette Gist Skinner |
|---|---|---|---|---|---|---|---|
| | Buyer | Accountant | Accountant III | EMS Coordinator | Purchasing Supervisor | Fire Divisions Manager | Fire Division Manager |

Sent Items - ML... | 3 Reminders | RE: Need Inter ... | Appeal Classific... | Neat | 3:46 PM

CITY OF OAKLAND

# HEARING REQUEST FORM – CIVIL SERVICE BOARD

RECEIVED DEPT OF HUMAN RESOURCES MANAGEMENT

Request must state the specific reason for the appeal request and the section or provision of the Rules under which the appeal is being submitted.

Today's Date 6/13/2019

## Appellant Information

Appellant Full Name: Johnson (Last) Michael (First) L. (M.I.)

Address: 47 Clay St. (Street Address) Apartment/Unit #

Oakland (City) CA (State) 94607 (ZIP Code)

Primary Phone (510) 637-0337 Alternate Phone ( )

E-mail Address MLJOHNSON@OAKLANDCA.GOV

Basis of Appeal (Please cite Civil Service Rules section.): Per Section 3.04(e) of the Personnel Manual (Civil Service Rules), I disagree with the decision reached by the Personnel Director in regards to the Classification Study of the Program Analyst 1 Position in OFD.

Date of Alleged Rules Violation N/A City Department Oakland Fire Dept.

## Representative Information

Representative Name Jesse Kadjo

Address: 1440 Broadway, Suite 610 (Street Address) Apartment/Unit #

Oakland (City) CA (State) 94612 (ZIP Code)

Primary Phone (510) 451-4982 Alternate Phone ( )

E-mail Address JKADJO@IFPTE21.ORG

Representative Type: ☑ Union Local 21 ☐ Attorney ☐ Other

I am available the following third Thursdays of the month over the next three months to present the appeal:

June 20th, 2019

Estimated Number of Hours to Present: 1

Revised 10/18/12

**June 13, 2019**

## Version of Events

Note: Unfortunately, since the City Attorney and my representative were unable to meet to work on the statement of facts and to address those facts that are in dispute, I have crafted this version of events per the Civil Service Board's protocols.

I first began working for the City of Oakland in January, 2008 as a Policy Analyst with the Oakland City Council. In that role, I co-wrote the Oakland City ID Card Ordinance and worked with a diverse coalition to have it adopted. I also created a job fair program that reduced loitering in the Laurel as part of saving that commercial district during the recession. I left that position after nearly two years in order to pursue a Master's Degree geared toward local government (UC Davis, M.S. in Community and Regional Development). I returned to the City as a Graduate Intern in the City Administrator's Office from 2011 to 2012. In this role, I worked through the various economic, political, logistical, and financial issues of the City ID card program in order to implement a cost-neutral way of increasing the resilience of the most vulnerable Oaklanders (unbanked, undocumented, elderly, and transgender populations). That program is still in operation. In April, 2013 I returned to the City as the former Mayor's Executive Assistant (Special Assistant to the Mayor). In that role, I worked through various legal, political, community-specific, and economic issues in order to allow the Mayor to function on her highest level.

On August 31st, 2015, I was hired as a Program Analyst I in the Medical Services Division of the Oakland Fire Department. From the outset, the position entailed: serving as team leader on complex projects, working under the direction of the Division Manager, negotiating contracts, administering contracts, directing the translation of ideas into fundable projects, and writing and monitoring grants. All of these activities are associated with a Program Analyst III as opposed to a Program Analyst I. Realizing that I was working above my classification, on 5/9/2017 the Classification Study packet concerning the Program Analyst I position, in which I am currently incumbent, was submitted to DHRM. After that, DHRM met with me and the Division Manager separately, multiple times over the course of nearly two years before I received a document entitled "Final Findings regarding Classification Study of
Program Analyst I Position (Michael Johnson)" and a "Letter of Determination". Those documents communicated DHRM's disagreement with my contention that I have been working as a Program Analyst III since the beginning of my tenure in OFD.

On 5/10/2019 I appealed that decision to the Secretary of the Civil Service Board and Director of DHRM, Mr. Ian Appleyard. On 5/31/2019, Mr. Appleyard contacted me to let me know that this would be scheduled for the June 20th Civil Service Board Meeting.

# Appeal

**To:** The Honorable Civil Service Board.

**From:** Michael Johnson, Program Analyst I in OFD's Medical Services Division.

**Date:** June 6th, 2019.

Good day,

This request is an attempt to have a final decision rendered on a Classification Study that has spanned more than two years as of this writing.

I first began working for the City of Oakland in January 2008 as a Policy Analyst with the Oakland City Council. In that role, I co-wrote the Oakland City ID Card Ordinance and worked with a diverse coalition to have it adopted. I also created a job fair program that reduced loitering in the Laurel District as part of efforts to rejuvenate that commercial district during the last recession. I left that position after nearly two years in order to pursue a master's degree geared toward local government (UC Davis, M.S. in Community and Regional Development). I returned to the City as a Graduate Intern in the City Administrator's Office from 2011 to 2012. In this role, I worked through the various economic, political, logistical, and financial issues of the budding City ID card program in order to implement a cost-neutral way of increasing the resilience of the most vulnerable Oaklanders (unbanked, undocumented, elderly, and transgender populations). That program is still in operation. In April 2013 I returned to the City as the Mayor's Executive Assistant (Special Assistant to the Mayor). In that role, I worked through various legal, political, community-specific, and economic issues in order to allow the Mayor to function on her highest level. In these former roles, I worked under general direction.

On August 31st, 2015, I was hired as a Program Analyst I in the Medical Services Division (EMS) of the Oakland Fire Department. From the outset, the position entailed: serving as team leader on complex projects, negotiating contracts, administering contracts, directing the translation of ideas into fundable projects, and writing and monitoring grants. All these **activities are associated with a Program Analyst III** as opposed to a Program Analyst I. I have submitted over 70 pages of supporting documentation over the years to corroborate these claims.

I am grateful to work under the general direction of a Division Manager who is an expert in emergency medicine. My colleagues have strong EMS backgrounds and we work in a small office of six people. While they coordinate EMS, I have been the person ensuring that we are able to acquire the goods and services necessary for the provision of EMS. In that capacity, **I have negotiated and executed over $1 million in contracts since 2015**. Just as I did in my previous employment with the City, I am given an end-goal and I use my education, creativity, and extensive knowledge of government to accomplish said goal. Working through sticky: legal, bureaucratic, fiscal and other administrative issues is my forte. **I am not regularly evaluated on an annual nor quarterly basis as a Program Analyst I would be; nor does the Division Manager meet regularly with me, as there has never been a need to do so.** My unsupervised work has protected City funds, eliminated and mitigated legal risks and liabilities for the City, and allowed MSD to work interdepartmentally on complex issues. **I have submitted dozens of examples** that I respectfully include as part of this packet.

I submit this request not only to have this position properly classified, but also to **continue to professionalize the division**. The City is ill-served by misclassifying this position. There is no one in MSD that has the educational and experiential background to navigate the complex and ever-changing issues that arise when **critical medical equipment and services need to be acquired.**

The position demands that the incumbent be able to: negotiate contracts, interpret the legal ramifications of seemingly small policy and procedural changes, ensure compliance to local, state, and Federal guidelines, and understand how to utilize City resources and governmental processes to the Division's advantage. **There is, currently, work to be done regarding contractual and governmental compliance.** There is also work to be done to protect the City legally should issues arise. Calls for medical services make up the lion's share of calls for service for OFD, **each one of those calls could expose the City to liabilities** based upon the services and goods that have been acquired. I have been working with attorneys for years and I operate from a theoretical framework that has been refined by years in government and academia. I have created successful programs including our narcotics reverse distribution program as well as the Community CPR Program; utilizing past knowledge, resources, and connections to governmental staff in the City and County.

In summation, the proper classification of this position as a Program Analyst III should **result in savings for the City in terms of staff time, resources and City funds.** It is always difficult to calculate savings on issues that did not occur or were nipped in the bud before they escalated above and beyond the division. Proper classification of this position is a form of insurance as I would be able to take on complex issues that I do not, at this time, have the power nor the authority to rectify. In my tenure, I have successfully worked with the Fire Chief, the City Auditor, the Controller's Office, Purchasing, OPRYD, and agencies outside of the City, all under the general direction of the Division Manager. It is in the City's best interest to acknowledge and rectify this misclassification and to avoid wasting the sorely needed skillset that I bring to the Division. Without this change, the City has experts in emergency medicine and other on-the-ground issues, but no one to ensure that this isn't happening within a silo that potentially puts the City at risk. With your help, I can work across departments for the greater good of MSD, OFD, and the City at large. **My level of education exceeds the requirements even for a Program Analyst III** and has been instrumental in the creative work that I have done for MSD.

In that spirit, I submit to you the documents that I turned in to DHRM in early May of 2019. Those documents, encompassing four years, corroborate and augment what has been previously stated in this letter; they also contain documents that were submitted previously, in August of 2018. In all, they show that **I have performed and continue to perform the duties of a Program Analyst III.** I do hope that the Board allows me to continue this important and necessary work. A common refrain here is that "we aren't buying paper clips". It is accurate, the goods and services involved truly are matters of life and death for all Oaklanders. The programs and processes here demand the highest level of vigilance; a kind of vigilance that I would like to continue to provide.

I thank you for your time and consideration of this appeal.

Michael Johnson

## Appeal: Position Audit Report

**Executive Summary:**

For over two years, two analysts within DHRM have been reviewing the duties and responsibilities associated with the position that I currently hold: the position of Program Analyst I in the Medical Services Division of the Oakland Fire Department. Through meetings with me and with the Division Manager, they were able to produce a report entitled: "Final Findings – Michael Johnson 2019-04-26". However, the report contains some: inaccuracies, omissions, and at least one glaring contradiction.

It is my hope to show, section-by-section, that: this position is not supervised nor evaluated regularly, that I have been engaged in the work of a Program Analyst III since my tenure here began, that I make autonomous decisions with consequences for this division, that I regularly work with department heads, and **that I improvise solutions and limit liability for the City.** It is also my hope to show that I continue to perform the functions of a Program Analyst III despite the headwinds that I face within the Division; headwinds that are the result of the structural mismatch between the position description and the actual duties of the position.

What many do not understand about contracting and purchasing is that **it is always changing.** Technological evolution and legislative change mean that the City's boilerplate contract documents are always changing. So too, this boilerplate must be customized for vendors. In this Division, it can be properly said that, for the most part, **we are not "buying paperclips".** Instead, we are buying: the services of a Medical Director to oversee our critical Emergency Medical Service programs; the technological equipment, services, and oversight to maintain and upgrade the City's 911 system; the Advanced Life Support equipment and the service plans to make sure that equipment remains effective; and other medical equipment and tools to support life-saving work occurring throughout the City, 24 hours per day.

So too, there are many variables that can render us unable to create or maintain contracts with these various vendors and there are still more variables that can render us unable to pay these vendors. Finally, there are various Federal, State, and local laws to which we must adhere in terms of making agreements and administering said agreements with these very important vendors. For nearly four years, I have been the point person to cobble together all of the ever-changing pieces of these puzzles in order to **execute more than $1 million in contracts for MSD.**

Whether it is: applying for grants, keeping the division updated on legislative changes [Attachment X], 24 serving as a liaison between vendors (who themselves become acquired, merge, or otherwise internally transition) and City staff [Attachment X], 25 or informing the Division and outside stakeholders of the need for new or renewed contracts [Attachment X], I handle a myriad of issues related to acquiring these critical tools and services. 26

Finally, I hope that I have been able to effectively convey my centrality to our contracting processes. For our complex goods and specialized services contracts, I am the only one knowledgeable enough to manage the process. In fact, I came into this division at a time when it could not create the contracts necessary to pay its vendors (for these life-saving medical goods and services). We are a far cry from that point now. I came into this position revising our EMS contracting and purchasing programs. In turn, those program revisions allowed and continue to allow this division to pay its vendors and fulfill all of its governmental contracting requirements. In properly classifying this position, I can continue to do that important work as I have always done it, automatically and autonomously. **The rest of this report is concerned with answering to some of the discrepancies found in the Position Audit Report.** With that in mind, the attachments mentioned are purely examples and evidence of my work.

**Section 1: Outline of Position Information**

Duties Performed by Incumbent:

- In this section, the report uses the words "facilitating and monitoring contracts". This is an inaccuracy as I actually **negotiate and administer contracts.** The Division Manager and the Fire Chief have been aware of this fact for quite some time. (Attachment X) 1
- I also review invoices and **recommend payment to vendors** (Attachment X) 2
- I exceed even the educational requirements for the Program Analyst III position as a Program Analyst I. The classification indicates that a Master's degree is not necessary but is desired. I hold a relevant Master's Degree as the report in question can attest.

Written procedures, guidelines, manuals and policies:

The report should also include the following as necessary resources to fulfill the duties of this position:

- Oakland Adminstrative Instructions: AI 4323-Procurement of Goods and Services, AI 150 Professional or Specialized Service Contracts.
- City of Oakland Charter, Article VIII, Fiscal Administration Sections 807 and 808; Goods and Services, Bills and Awards.
- Oakland Municipal Code Section 2.04: Purchasing System
- United States Code, Title 41-Public Contracts (full and open competition, responsible source, competitive procedures and anti-trust violations).

Supervision Exercised:

- While it is true that I do not currently supervise staff within the Division, I very often serve as Team Leader on complex projects, which also fulfills the duties of a Program Analyst III. In 3 [Attachment X], I deal with a recent, complex contracting issue in which **I did not recommend payment** to the vendor and **prevented the waste of city funds.**

- In 4 [Attachment X] I explain (as a **Team Leader**) to the Assistant to the Director of OFD, the City Attorney, the Division Manager of MSD, and the Executive Assistant how my independent research and autonomous decision-making authority led me to change the amount of a contract. This was done to more expeditiously create a contract to purchase life-saving medical devices.

- 5 [Attachment X] shows my **work revising and administering an EMS Program**; Specifically, the **contractually-mandated Community CPR Program.** The Division Manager had initially provided a wish to see the program made sustainable and I did the groundwork to make it so. However, shortly after I coordinated a full revision of the program to make it sustainable, the program was assigned to another member of the staff. The program is no longer functional.
    - The specific contractual requirement to offer free CPR classes to the public can be found in our current EMS Ambulance Transport Agreement, Section 72.3(d) [Attachment X]. 6 The only reason that Oakland is not fulfilling this contractual requirement is because of the misclassification of this position.

Contacts:

The following contacts should be added to this section:

- Tax Enforcement Officer II; CA Governor's OES 9-1-1 Advisor; Mayor's Special Assistant; Alameda County Supervisor Senior Constituent Liaison and Organizer; Deputy City Attorney; Director of Contracts and Compliance; Assistant Controller; City of Oakland Director of IT; City of Oakland-Purchasing, buyer and supervisor; City of Oakland-Finance, Accounting Technician; Oakland-Assistant City Clerk; and Oakland Fire Department, Assistant to the Director.

**Section 2: Analysis of Classification Request:**

- In the introduction, the report states that operating autonomously and providing lead direction to staff are important components of the Program Analyst III position. This position is not reviewed quarterly or annually. Additionally, this position attends division staff meetings on about a bi-annual basis.
- 7 [Attachment X] shows my serving as team leader in working on the City Auditor's data request for FY 2014-2015 and FY 2015-2016. These were past-due and required intense coordination. I subsequently created a template for and wrote the budget narrative. The reports that I write go to: the Auditor, the Fire Chief, the City Administrator, and the City Council. Subsequent audits

without as much of my input have required additional staff time and extensions from the Auditor's Office.

- [Attachment X][8] shows my work creating a new EMS Program, the Reverse Distribution Program (for narcotics/controlled substances). I worked with several vendors, received quotes, and researched the process (and concomitant laws and regulations). From there, I selected a vendor and began coordinating reverse distributions. [Attachment X][9] is an email that the Division Manager sent to the Fire Chief and others; the email lists the Reverse Distribution Program as an "accomplishment". Shortly thereafter, however, a colleague sought to take the program without understanding its intricacies. Since the program requires good record-keeping and not creating complexity for the DEA, I acquiesced. That colleague then put the City at risk by not properly following protocols related to the program. Again, the EMS programs that I have created have been negatively impacted by virtue of this misclassification; the City is put at risk during these occurrences.

History and Evolution of Duties:

The report should be more specific in this section:

- For nearly two years, beginning in 2008, I served as a Public Safety Policy Analyst for the Oakland City Council. Highlights of that position include: co-writing a City ordinance that served as a national model at its time [Attachment X][10] and still exists today. I also created a successful model program [Attachment X][11]. From there, I went on to receive a Master of Science degree from UC Davis (during which time I interned in the City Administrator's Office and implemented the City ID Card in 2012 [www.oaklandcityid.com]. After that time, I served for over one year as Special Assistant to the Mayor; protecting the Mayor from liabilities and allowing her to function at her highest capacity. This was the reason I was hired by the Division Manager. At that time, the division's purchasing and contracting policies and protocols ran counter to established City protocols. As such, the Medical Director, its 911 system operator, nor the company that administers its crucial public safety databases could be paid for their work. My institutional knowledge, education and experience allowed me to: negotiate, create, monitor, and administer contracts and grants for MSD. I simply did not overstate my qualifications as implied in the report. However, if there is still some doubt, I present three more attachments for your perusal.
- [Attachment X][22] shows my work with the City Attorney and her staff in trying to customize a contract and resolve issues related to a particular software vendor's potential contract.
- [Attachment X][12] is a memo that I wrote for the Fire Chief to present to the City Administrator. The Division Manager wanted to present it to the Chief and I briefed him on it as **I am well-versed in City contracting and purchasing programs.**

- [Attachment M][13] shows the Division Manager under the impression that we had a contract that did not yet exist. I inform him that MSD had never had a contract for this equipment nor the services to maintain it. 34 items had to be negotiated before both the City and the vendor could proceed. I conducted those negotiations.

Depth and Breadth of Duties:

- It was good to see that the Analysts mentioned the fact that **I administer contracts**. However, this section left out the fact that **I negotiate contracts** and that I resolve vendor issues and recommend payment. In fact I **very recently** negotiated with our 911 software operator for a lower price for the 2019-2020 contracts. [Attachment N][14] shows that I negotiated this year and last year with this vendor to keep a set price. Any price increase would have had to have been approved by City Council processes according to the Resolution and Staff Report.

- Again, for this section; instead of "supervisor assessment" or describing what has been iterated and reiterated, it would be nice to have documentation to ascertain the validity of the Division Manager's assessments of the work related to this position.

- This section goes on to assert, later, that I do not: negotiate contracts nor develop programs, though the evidence that I have presented should dispel those ideas. It also falsely states that I am a liaison between the Division Manager and vendors. The evidence simply does not support this assertion. The proof lies largely in the fact **that I have already executed over $1 million in contracts** with very limited (and often ephemeral) involvement from the Division Manager and other staff. I include other parties on an as-needed basis.

- I revise EMS programs like the Community CPR program and the Reverse Distribution Program. I also worked on the revision of the Domestic Violence program as part of a new state mandate. Regretfully, I am not able to help us comply with this state mandate because of the status quo.

- In terms of grants: I submitted the grant to pay for the maintenance on our critical public safety equipment for two additional years (savings of about $60K) because the Division Manager asked me to work on it [Attachment O][15]. While the report specifies that I "am not assigned to find potential grant funds for the City", that is exactly what happened. Attachment O[15] also makes it clear that the Division Manager did approve of my seeking this grant as I needed his sign-off on one portion of it.

- Over the years, I have also worked to augment those grant funds with grant funds for new technological purposes [Attachment X][16]. The report indicates that I have no direct reports, yet I am the person who writes the memos to the Chief and all council-related materials. **My agenda reports and resolutions go straight to the Council.**

- Also, the report indicates that "it is not clear" how frequently I seek approval from the Division Manager nor is it clear how expectations are communicated. Since I have been working under the most general direction, we do not meet about the position. **I am not reviewed and my work is not evaluated.** The annual employee questionnaires are the only review of my work [Attachments X and X]. 17 and 18

- In describing my work, the report indicates that I assist with programs and contracts and I monitor them. Yet, the report leaves open the question "**whom do I assist?**" There is no one that I am working with on this unless you count those to whom I am serving as the Team Lead.

- The report then went on to strike out much of what I actually do in my position. This runs counter to everything I have presented thus far. Here are the words that were struck out, they are important parts of this position: Directs the translation of ideas into fundable programs and projects, Develops strategies to locate funds for programs designs, negotiates and administers contracts, writes grant proposals administers grant programs, acts as program leader including the planning and implementation of programs, identifying sources of funds [Attachment X 19 working with City Attorney and Assistant to Director to locate funds for a contract], resolving problems and communicating with participants [Attachment X 20 working directly with Katano) prepares and monitors a unit budget [Attachment X 21 - working with Assistant Controller, the Auditor and others].

**Other Considerations:**

The report mentioned misunderstandings that I do not share. I did not ask to supervise people in other departments.

It is a true shame that all of the information that I presented, including this small sampling of documents 22 [Attachment X - sent to DHRM Analysts on 8/13/2018] over the course of this two year process did not seem truly autonomous or complex to the analysts who studied it. It is my hope that I can find a more objective audience in the Director of Personnel. However, those analysts should be commended for all of the time that they have spent on this report; though it is far from comprehensive. The Division Manager should be commended for all of the time that he put into this process as well as he is involved in a great number of important initiatives. This misclassification, besides putting the City at risk, has also been at the center of any interpersonal issues I may have experienced during my tenure here. I constantly remind myself that the issues here are structural ones. This process seemed the most appropriate way to protect and better the City by correcting such a glaring structural issue. Truly, the proper classification of this position would open the door to greater collaboration with the Division

Manager and other staff. It would show that the City wants to correct a great inefficiency and ensure that contracting, purchasing, and programming issues that occur here are not allowed to bubble up to the highest echelons of OFD and City government.

**Final Determination and Summary:**

Taken as a whole, I strongly disagree with the conclusions of the report and this is the basis of my appeal. It was my hope to rectify any misunderstandings and to take responsibility for any miscommunications that may have been due to my unfamiliarity with this DHRM process. Thank you for your time and for your objective consideration.

With Great Deference,

Signature: _____

Date: 5/8/19

Michael L. Johnson
Program Analyst
OFD-Medical Services Division.

**rom:** Johnson, Michael L
**Sent:** Thursday, February 15, 2018 4:34:17 PM
**To:** White, Darin; Robinson Pinon, Angela C; Lee, Pat; McGehee, Stewart
**Subject:** RE: Physio-Control Inc.

I am working on several prongs to help us get this paid and avoid anything punitive from the vendor. Have a great evening everyone.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Johnson, Michael L
**Sent:** Thursday, February 15, 2018 4:31 PM
**To:** White, Darin; Robinson Pinon, Angela C (ARobinsonPinon@oaklandnet.com); Lee, Pat (PLee@oaklandnet.com); McGehee, Stewart
**Subject:** FW: Physio-Control Inc.
**Importance:** High

Good afternoon.

For purposes of clarification, I would like to state that we have a Physio-Control contract that I negotiated for more than one year. These represent purchases outside of the Physio-Control Contract. It is attached for your collective convenience.

Thanks for all that you do,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Anderson, Linda [mailto:linda.anderson@teleflex.com]
**Sent:** Monday, February 25, 2019 12:14 PM
**Cc:** Johnson, Michael L
**Subject:** #1080320-OAKLAND FIRE DEPT ARROW-PAST DUE
**Importance:** High

Dear Accounts Payable,
The following invoices are past due on your Arrow account:
Copies attached for you to review. Please let me know status of payment.
We need this account current.

Payments need to be sent to:
ARROW INTERNATIONAL
PO BOX 60519
CHARLOTTE, NC 28260

Thank you
Linda

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**From:** Johnson, Michael
**Sent:** Tuesday, February 26, 2019 11:45 AM
**To:** Anderson, Linda
**Subject:** #1080320-OAKLAND FIRE DEPT ARROW-PAST DUE
**Importance:** High

Thanks again for reaching out. I have alerted the correct staff members and recommended payment on this. I will track this and make sure that these are paid. I will check in in about two weeks. Checks should be issued by then.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandca.gov]
**Sent:** Friday, January 18, 2019 4:30 PM
**To:** Haller, Trevyn; Recknor, Tracy; Lee, Darrell R
**Cc:** McGehee, Stewart
**Subject:** FW: DS024716 OAKLAND FD PLAN SUMMARY EXP. 6-30-2021

I have been looking into the situation regarding nonpayment of Invoice #418209394 in the amount of $298.08.

I am forwarding you your email from 9/13/18 because it seems helpful for the investigation. In comparing all of the documentation, I notice that the original inventory that we sent does not match the inventory/service list that we were sent 8 months later. This could be for a number of reasons, of course.

Specifically, the attachment "DS024716...Plan Summary Exp" does not include the LP1000 with serial number 38972661 even though it is included in our inventory list; attached as "Copy of Stryker Physio...Oakland Inventory". Darrell Lee informed me that some devices may have been lost or are unable to be located/useful.

However, our original service plan quote (which undergirds the contract) specifies that this Service Agreement would cover 23 LP1000s. This quote is attached as "Oakland FD 00122529". Since the LP1000 with serial number 38972661 is unable to be located, and thus unable to be serviced, we seem to need to replace it to get back to the 23 LP1000s we agreed to have serviced. This can be accomplished by replacing said unit with the unit that was recently "discovered": the LP1000 unit with serial number 40023382.

This solution seems to allow us to maintain the current agreement with no additional charges necessary since a unit is simply being swapped out for another unit. Therefore, it seems that invoice 418209394 is invalid and no additional payment is necessary.

The only way that this charge becomes valid is if the seemingly newly added LP1000 with Serial Number 38972681 is actually a part of our service agreement. This unit appears on your latest service list, attached as "Fwd: OAKLAND FD..." but it does not appear on our original inventory list (3rd attachment) nor on our Service List attached to the contract documents.

Additionally, Darrell indicated that one of the LP1000s that is on our original inventory list, with SN 38972661 is unable to be located and may not be enjoying the servicing that other units are enjoying.

This all seems to beg for list consolidation to determine what actually may be owed. At present, we are operating from a number of different lists and we have no centralized way of determining which units are covered under the PSA. It would be helpful to have this list updated to reflect assets that are in use and covered under the agreement. I know that Darrell and Trevyn would be a great help as the experts on these devices.

I will be on vacation for the next two weeks but if this issue is not solved, I would be happy to work on it with both Darrell and Trevyn to make sure that we are operating within the constraints of the agreement.

Thanks.

Michael L. Johnson, MPA

**From:** Robinson Pinon, Angela C
**Sent:** Monday, August 27, 2018 11:52 AM
**To:** Sotelo, Amadis; Johnson, Michael L; McGehee, Stewart
**Cc:** West, Jacquelin
**Subject:** Physio-Control Contract

Good morning:

I have the Physio-Contract for Chief White's signature. However, I noticed a difference between the dollar amounts authorized in the Agreement vs. the amount stated in the Resolution. The Agreement caps spending at $402,032.48; however, the Resolution caps it at $412,032.48 — a difference of $10,000.00.

How shall this discrepancy be corrected?

Respectfully,

Angela

**ANGELA ROBINSON PIÑON** | Chief of Staff
Oakland Fire Department
150 Frank H. Ogawa, Suite 3354 | Oakland, CA 94612
Office: 510.238.4055 | Cell: 510.755.2106 | Fax: 510.238.7924 | arobinsonpinon@oaklandnet.com

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**From:** Robinson Pinon, Angela C
**Sent:** Monday, August 27, 2018 11:52 AM
**To:** Sotelo, Amadis; Johnson, Michael L; McGehee, Stewart
**Cc:** West, Jacquelin
**Subject:** Physio-Control Contract

Good afternoon.

Thanks for the question, Angela. This $10K discrepancy is the result of the fact that the previous amendment (Amendment 1) was not complete while this was being drafted. The $10K was applied to the 3-month stopgap. **For the sake of efficiency, the amount was changed** so as not to protract the process further.

I hope that helps.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Johnson, Michael
**ent:** Tuesday, March 08, 2016 1:40 PM
**.o:** Chin, Tracey; Lightfoot, Charlton; Buell, Linda; Richardson, John; Hookey, Perry; Zach Unger
**Subject:** Re: Community CPR/First Aid Training Availability

Good afternoon, CPR/First Aid Trainers.

I was given your names by my colleague, Perry Hookey.

We are resuming the Community CPR/First Aid program. It will now be held at Oakland Parks and Recreation Centers in: East, West, and North Oakland.
The program begins April 2nd, 2016 and will **be every first Saturday** of the month after that.

We will need two trainers each month. **Can you please send me your availability** for the following Saturday mornings this year?

**April 2nd:**

- **CPR:** Defremery Park. 1651 Adeline St. Oakland.

9:00am - 1:40pm

**May 7th:**

- **CPR:** Mosswood Park: 3612 Webster St. Oakland.

9:00am - 1:40pm

**June 4th:**

- **First Aid**: Defremery Park. 1651 Adeline St. Oakland.

9:00am - 12: 10pm

**July 2nd:**

- **CPR:** Ira Jinkins Community Center. 9175 Edes Ave. Oakland

9:00am - 1:40pm

**August 6th:**

- **CPR:** Mosswood Park: 3612 Webster St. Oakland.

9:00am - 1:40pm

**September 3rd:**

- **First Aid:** Mosswood Park. 3612 Webster St. Oakland.

9:00am - 12: 10pm

**October 1st:**

- **CPR:** Ira Jinkins Rec. Ctr. 9175 Edes Ave. Oakland.

9:00am - 1:40pm

**November 5th:**

- **CPR:** Defremery Park. 1651 Adeline St. Oakland.

9:00am - 1:40pm

**December 3rd:**

- **First Aid:** Defremery Park. 1651 Adeline St. Oakland.

9:00am - 12: 10pm

Thanks,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

a. **Website** - Create and maintain a website shall be created and maintained with links to continuously updated audio/video files on various emergency health topics such as "Calling 911," "What to Expect When the Ambulance Arrives," and "How Do I Become a Paramedic?"

b. **Speakers' Bureau** - Organize and maintain a speakers' bureau to provide speakers on health related topics to community organizations.

c. **Automatic External Defibrillator (AED) Distribution** - Contractor shall purchase and cause to be maintained 10 AEDs each year for distribution consistent with the EMS AED program, at locations throughout Alameda County. Contractor shall work with County EMS to determine locations for AED placement. The final decision regarding locations for AED placement shall be at the discretion of the EMS Director.

d. **CPR Training** -Contractor shall offer free CPR classes to the public at least once a month and encourage family members of heart attack patients transported by EMS to attend free classes. These classes are to be rotated throughout the north, south, central and tri-valley areas of Alameda County. Contractor may work with EMS to assist in EMS CPR programs.

e. **EMS Week and Public Education** – Contractor shall use the EMS Week platform to conduct public education activities on a variety of topics which may include stroke recognition and prevention, fall prevention for elderly citizens, heart attack warning signs, pool safety and child playground safety. Contractor shall collaborate with the EMS, the Public Health Department, area Fire Departments, and other stakeholders to identify and target the most appropriate topics.

## ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES

### 73. Buildings and Vehicles

73.1 Contractor shall search for at least one green building in Alameda County, consistent with US Green Building Counsel, LEED v3.0 Silver criteria.

73.2 All Service Vehicles shall be 2010 model year or later, low emission vehicles.

### 74. Equipment and Supplies

**From:** Johnson, Michael L
**Sent:** Friday, April 15, 2016 2:07 PM
**To:** Gist Skinner, Trinette (tgistskinner@oaklandnet.com); Lee, Pat (PLee@oaklandnet.com); Feng, Pauline (PFeng@oaklandnet.com)
**Subject:** documents for the audit

Good afternoon, all.

Here are the documents that I have for the audit (attached).

It seems like all we need at this point are:

- The multi-year cash flow projections for M and N.
- The capital expenditure plan for equipment purchases
- And the corrected language on the appropriate end of year fund balance (past was 7-10%)

Please let me know what else you all might need from me.

Best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Thursday, November 12, 2015 2:26 PM
**To:** Shah, Kaiser
**Subject:** RE: Duodote Auto Injector disposal

Hello, Kaiser.

I am just following up on the reverse distribution for the Duodote Auto Injectors for Oakland Fire.

Please let me know how we can return these.

Thanks.

Michael L. Johnson
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com

**From:** Shah, Kaiser [mailto:Kaiser.Shah@inmar.com]
**Sent:** Friday, November 13, 2015 10:31 AM
**To:** Johnson, Michael L
**Cc:** Nair, Dewika
**Subject:** RE: Duodote Auto Injector disposal

Michael,

Hello. Thank you for the information.

Prepaid UPS labels are offered to facilitate the shipping process. Each label is for single use.

Please print and affix the attached prepaid UPS (ARS) label on the shipment containing the old/expired DuoDotes®. The tracking number on the label will allow the option to conveniently monitor the shipment and confirm its receipt. For reference, please include a copy of this email with your shipment.

Thank you for allowing the opportunity to serve your business needs.

**Kaiser Shah**
Inside Sales Coordinator

inmar

**From:** McGehee, Stewart
**Sent:** Wednesday, December 02, 2015 4:15 PM
**To:** Wanzo-Bryant, Felicia
**Subject:** REVISED ACCOMPLISHMENTS LIST
**Importance:** High

Felicia,

Please use this list. I had one MSD accomplishment listed under the Fire Comm Division

**MEDICAL SERVICES DIVISION -**

**Created the Best Practices Committee -**
Committee goal is to provide more operational perspective and feedback related to research and development of new EMS equipment, changes in EMS policy and procedures, suggested changes for the County electronic patient care report (ePCR), and peer-based

**Added Improved Suction Units to all Fire Apparatus -**
These are compact units that are now carried in the Airway Bag and are immediately accessible to fire crews at the scene of an EMS call.

**Updated the Bone Drills on all Paramedic Fire Apparatus -**
Bone drills are used in certain instances to put fluids directly into the bone instead of intravenously. These new drills are updated and will provide much longer battery life.

**EMS Compartment Locks -**
Completed the installation fleet-wide of locking compartments for EMS equipment. This secures the drug box that contains controlled substances (narcotics), cardiac monitor, and all other EMS equipment.

**Created the OFD Paramedic Accreditation Policy -**
This policy provides a standardized method of evaluating the paramedic skills of the newly created position of Firefighter Paramedic Trainee. These trainees complete a 16-week fire academy and are then placed into the field on fire companies and required to complete the County-approved accreditation process.

**Created Accreditor Training Program -**
Developed training curriculum for paramedics to become accreditors. The accreditors serve to evaluate the medical skills of newly hired probationary Firefighter Paramedics to assure safe and appropriate medical care is provided to the community.

**Created a Reverse Distribution System for Controlled Substances (narcotics) -**
This new policy addresses a requirement from the Alameda County EMS Agency that tracks a vial of a controlled substance from the time it is purchased, delivered, inventoried, assigned to a paramedic fire company, used in patient care, and the balance of the vial's contents shipped to a licensed receiving facility and destroyed.

## FIRE DEPARTMENT COMMUNICATIONS -

**Complete Remodel of Fire Communications facility -**
This includes all new ergonomic workstations, improved dispatch computer screens and a state-of-the-art video information system mounted on the walls of the Communications Center.

**Completed Mobile Data Terminal (MDT) Installation on all Frontline Fire Apparatus -**
MDTs were installed on all frontline fire apparatus to reduce radio traffic and allow better communication of emergency response details, map guidance to emergency incidents, ability to access other software such as Outlook, Telestaff, etc.

**Monthly Response Performance Data Provided to Fire Companies -**
CAD data is used to provide turnout time and response time at the 90th percentile to all fire companies on all three shifts (A, B, and C shifts). This enables fire companies to adjust to provide improved response performance if indicated.

Stewart McGehee
Fire Division Manager
Medical Services Division
Oakland Fire Department
Office 510-238-3736
Cell 510-316-3263

**CITY OF OAKLAND**
***AGENDA REPORT***

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Vice Mayor De La Fuente & Councilmember Jean Quan
DATE: May 26, 2009

**ORDINANCE AMENDING CHAPTER 2.34, ARTICLE 2, OF THE OAKLAND MUNICIPAL CODE AUTHORIZING A MUNICIPAL IDENTIFICATION CARD PROGRAM TO PROVIDE FOR THE ISSUANCE OF MUNICPAL IDENTIFICATION CARDS TO RESIDENTS OF THE CITY OF OAKLAND FOR THE PURPOSES OF IMPROVING PUBLIC SAFETY, INCREASING CIVIC PARTICIPATION, AND SUPPORTING LOCAL COMMERCE**

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## SUMMARY

The proposed ordinance establishes the Oakland Municipal Identification Card Program. Modeled after San Francisco's City ID card, the proposed ordinance establishes Oakland's Municipal ID program to be administered by the office of the City Clerk. There are several advantages to the adoption of an Oakland Municipal ID which are detailed below, including: 1) improved public safety 2) increased civic and local commerce participation; and 3) greater access to City services. As written, all Oakland residents would be eligible for an Oakland Municipal ID Card upon presenting proof of identity and proof of residency in the City of Oakland.

In addition to this Agenda Report, please see the *Oakland City ID Card Proposal*, available at http://oaklandcityidcard.org, for an extensive third-party report by the Oakland City ID Card Coalition—a coalition of nonprofit organizations, small businesses, and Oakland residents.

## FISCAL IMPACTS

This ordinance may result in an increase in revenue through the fees associated with the issuance of the cards. Because several implementation options are still being explored, it is not known at this time whether additional staff resources may be needed.

Options currently being explored include:

1. Partner with San Francisco to use their card machine
2. Make capital investment for the card machine here in Oakland and recoup costs over a period of time through the fees generated by the issuance of the ID cards.
3. Make capital investment for the card machine here and partner with neighboring municipalities who are also moving forward with their own municipal ID programs.
4. Share capital investment costs for the card machine with neighboring municipalities.
5. Lease card machine equipment rather than purchasing equipment
6. Pay Per Card – cards would be issued directly through a third party vendor thus the City would not make a capital investment for the card machine

7. Use card machine equipment already owned by City departments if such equipment has the capacity to produce high quality, secure cards with the capacity to add additional functions i.e. magnetic strip for future activation.
8. Partner with a bank in order to have the cards produced by a third party vendor with the option of adding debit functionality to the card.

***Additional potential fiscal impacts include:***
Increased tax revenue from expected increase in commerce, Several local merchants have already expressed a willingness to participate in the launch and promotion of the municipal ID card by offering discounts to shoppers who present their municipal ID card. The municipal ID card can be used to promote shopping locally with the incentive of receiving discounts. In addition, if citizens are given the option to add debit functionality, the City could generate revenue via nominal fees charged for routine transactions made by these citizens.

**BACKGROUND**
In October 2005, the Connecticut based organizations Junta for Progressive Action, Unidad Latina en Acción (ULA), and Yale Law School's Community Lawyering Clinic published "A City to Model," a report that included a proposal for the City of New Haven to create a municipal identification card as a way to protect public safety and improve relationships between its immigrant communities and the city, especially the undocumented population which represents about 10-12 percent of the total population. The study pointed out that some Connecticut cities were already issuing a "City Identification Card" to their employees and that a Connecticut statute recognized the possibility that municipalities may issue their own ID cards. Further, it highlighted that some U.S. cities were already issuing different types of ID cards, including for residential parking permits, usage of municipal parks, beaches, community centers, pools, and medical marijuana.

New Haven, Connecticut became the first U.S. city to enact municipal identification legislation in June 2007 and began to issue its Elm City Resident Cards in July 2007. The New Haven program was subsequently recognized by the National League of Cities for Municipal Excellence in 2007. It was honored for successfully implementing the "Elm City Immigration Project", a chief component of which was their Elm City Resident Card program; a program that the City of Oakland is attempting to emulate with this proposal.

San Francisco followed suit and approved its legislation in November 2007, launching its City ID Card program on January 15, 2009. As of April 21, 2009, San Francisco has issued 1,941 City IDs. Oakland's proposed ordinance is modeled after the San Francisco ordinance which survived a legal challenge under the California Environmental Quality Act, after that lawsuit was dismissed by the San Francisco Superior Court.

The San Francisco Public Safety Committee of the Board of Supervisors held a pubic hearing on the status of the implementation of their municipal ID program on May 4, 2009. By and large the results have been very positive for the City of San Francisco. Staff reported an incredible demand for the municipal ID card and noted that as of the date of the hearing, they are booked

until September with appointments. Community members and community based organizations spoke about the positive impacts the card has had in the community. Some problems noted in the San Francisco experience include the need for additional outreach in the community and more promotion of the card, more education in the police department regarding the acceptance of the card as a valid form of ID, and a need to further diversify the population who is applying for the card. Of biggest concern was the large number of people who were turned away for lack of proper documentation. Several residents have been turned away for not having adequate proof of residency and thus SF recognizes the need to conduct more outreach and education in the community about how to obtain the card. San Francisco is now exploring ways to add additional options to the use of the card including adding a "debit component" to their card which would allow card holders to active the magnetic strip on the back of the card to be used similarly to a debit card.

Federal or state law does not bar municipalities from issuing their own ID cards to any resident, regardless of the resident's immigration status. The federal REAL ID Act of 2005 compels state governments to require their state ID card or state driver's license applicants to meet the "legal presence" immigration status requirement. However, the REAL ID Act does not apply to jurisdictions other than states and therefore does not apply to county or city government issued IDs. Furthermore, California law grants municipalities with broad enforcement and spending powers to adopt measures in furtherance of health, welfare and public safety of its residents.

While there have been many efforts to utilize foreign government issued consular identification cards as appropriate identification cards (known as *matricula consular* in Spanish), the experience of many Oakland residents has been that these have various burdensome limitations. First, consulate IDs are not available to all foreign nationals in the U.S., and Oakland is one of the most diverse cities in the country with immigrants from all over the world. Second, some would have to travel far, even to other states, to acquire a consulate ID. Third, there is a lack of understanding as to which agencies accept consulate IDs. Some agencies do not accept them at all while others accept them as a secondary form of identification. Fourth, a consulate ID can be used as an identifying mark to target undocumented immigrants and discriminate against them. The creation of an Oakland Municipal ID card would mitigate and even remove these burdens as it would be a widely available, local government issued card with multiple potential uses.

Assembly Bill 772 (Ammiano,) The Local Government Identification Card, is currently pending in the state legislature. AB 772 would establish the local government Identification Act and authorize counties to establish municipal ID programs, modeled on the San Francisco Municipal ID Program. Additionally, the cities of Los Angeles, Richmond and Berkeley are currently discussing the possibility of introducing their own municipal ID Programs.

**KEY ISSUES AND IMPACTS**

Key consequences of not having a valid form of identification are negative impacts both public safety and the local economy. Many people in Oakland—including but not limited to immigrants, children and students, the homeless and indigent, the disabled and elderly, runaway

youth and adult survivors of domestic violence—currently suffer from the lack of official identification, which restricts their access to law enforcement, financial institutions, jobs, housing, and home and workplace protections.

The table below summarizes some of the barriers faced by different populations when attempting to obtain a government issued identification card.

**Table 1: Barriers to Obtaining a California State ID or Driver's License**

| Group | Barriers |
|---|---|
| Undocumented Immigrants | - Ineligible if no proof of U.S. legal presence |
| Youth | - Ineligible if no proof of U.S. legal presence<br>- School might not issue a school ID card<br>- May not have access to personal records/documents if runaway or otherwise separated from parents/guardians<br>- May be unaware that may qualify for reduced fee state ID or may not qualify |
| Elderly | - Ineligible if no proof of U.S. legal presence<br>- May be unaware of "no fee" age 62+ senior citizen state ID<br>- May be unaware that may exchange valid driver's license for no-fee ID card if no longer able to drive safely because of physical or mental condition |
| Homeless | - Ineligible if no proof of U.S. legal presence<br>- May not have access to personal records/documents<br>- May be unaware that may qualify for reduced fee state ID or may not qualify<br>- May be unaware that can use agency or friend address to apply for state ID |
| Transgender / Gender Variant | - Ineligible if no proof of U.S. legal presence<br>- May not have medical proof necessary to complete Medical Information Authorization form (DL 328) for name and gender change<br>- May not want to engage in process of changing gender identity on California documents due to cost and time constraints |

**Public Safety Benefits**
Our City's often marginalized immigrants, youth, homeless, indigent, and survivors of domestic violence, are often further marginalized due to the lack of a valid form of identification. Without such identification they are often afraid to report crimes to the police. In Oakland, the underreporting of crime is a significant citywide problem, as is the lack of cooperation with police during follow-up investigations. People who lack a valid form of identification are also often afraid to report labor and housing violations—such as blighted properties, slum landlords, and workplace health, safety, and wage violations—to the appropriate authorities. Staff in San Francisco and New Haven have indicated that providing residents who cannot otherwise obtain a valid form of identification with a municipal ID has resulted in an increase in crime reporting and cooperation with law enforcement in both cities.

In addition to being a means to encourage crime victims to report crime, the Municipal ID will provide police officers with another tool to identify crime victims, witnesses and suspects who would otherwise lack any form of identification. Decreased crime reporting and witness cooperation among many communities in Oakland has resulted in decreased public safety for all Oakland residents.

There is also a potential cost savings for local law enforcement because a Municipal ID offers officers the option to cite and release rather than to arrest and individual due to lack of ID. Officers have reported that often times they are forced to arrest an individual simply because they don't have a valid ID, they must then transport them to either Santa Rita or North County Jail , a process which can take up to several hours.

**Economic Benefits**
The implementation of a municipal ID program also offers benefits to the local economy. An Oakland Municipal ID Card will make it easier for all residents to participate in local and regional commerce—by opening a bank account, establishing credit, and accessing loans and the housing market. Without appropriate identification, it is difficult to open bank accounts, which often results in immigrants carrying large amounts of cash. These individuals are therefore specifically targeted for robbery and other violent crimes. Over the past year, the Oakland City ID Card Coalition has worked with several banks to assess whether they would accept an Oakland municipal ID as a valid form of ID from people when opening a bank account and several banks have expressed their willingness to do so.

A 2004 report to the City Council regarding check cashiers and check cashing businesses cited a report by the Urban Law & Public Policy Institute and Consumer Federation of America which revealed that, "check cashing facilities charge interest rates as high as 900 percent." Also cited in that report was a study by the American Association of Retired Persons which indicated:

> "Customers using check cashing businesses average 13 transactions per year, per borrower, with 21 percent reporting more than 20 transactions in a year. Nearly 28

percent of consumers without a traditional checking account cash their checks primarily at check cashing institutions."

Offering our residents the opportunity to obtain a Municipal ID which will in turn be accepted by local banks is the first step towards giving low income residents access to the mainstream tools for wealth creation.

**Protection Against Counterfeit ID Cards**

The Oakland Municipal ID will be unique to the City of Oakland and will be produced with the highest security measures built in to protect against counterfeit reproduction. In conversations with the Oakland Police Department, the police have made it clear that the proposed municipal ID needs to contain security measures to protect the ID against fraud and counterfeit reproduction. In response, research has been conducted by the Oakland City ID Card Coalition as well as the two council offices to ensure that technology is available to produce high quality and secure cards. For example, the cards issued in San Francisco contain micro text features, unique quality of laser engraving, images seen only through Ultra Violet lighting, and a biometrics feature which captures an individual's face characteristics and will alert the clerk of any "matches" in the system when someone applies more than once for a card.

**Potential Uses and Partnerships**

Because a goal of the City is for the Oakland Municipal ID Card to be used by as many and as widespread an array of residents as possible, the City will work with all City departments, the County, community-based organizations, and businesses to add Card benefits, uses, and partnerships that foster this goal.

Potential added benefits and uses include, but are not limited to, using the Card as an ATM/debit card, in U.S. dollars or such local currency as may be developed, for low-cost and no-cost financial benefits, such as direct deposit of wages, ATM/debit purchases (including paying for parking and other City services), and money transfers; a library card, a bus pass, and/or a discount card at participating businesses. Potential partnerships include, but are not limited to, using the Card as student identification for the Oakland Unified School District and local colleges and universities; and working with the County of Alameda and other appropriate external agencies and local governments to promote the acceptance of the Card by such agencies and local governments. In June 2008, the Peralta Community Colleges District Board of Trustees passed a resolution in support of a Oakland Municipal ID (resolution 07/08-64.)

The various uses and partnerships will be further defined during the implementation of the Municipal ID program and contingent on the type of technology the City decides to use to implement the program, as well as the cooperation of potential partners. However, we do know that the technology exists to create a card with multiple capabilities.

**PROJECT DESCRIPTION**

The Oakland Municipal ID program would be administered by the office of the City Clerk. To obtain a Municipal Identification Card, a Resident would be required to complete an application, under penalty of perjury, and would be required to submit proof of identity and proof of residence within the City of Oakland. Upon receipt of both the proof of identity and residency or other qualifying status, and payment of the applicable fee, the City Clerk will issue a Card to the applicant. The card will display the person's photo, address, signature, date of birth and an expiration date.

The following documents shall be required in order to obtain a Municipal ID:

1. Proof of Identity. In order to establish identity, each applicant must present either:

   a. One of the following documents containing both the applicant's photograph and date of birth; a U.S. or foreign passport; a U.S. driver's license; a U.S. state identification card; a U.S. Permanent Resident Card (commonly known as a "Green Card"); a consular identification ("CID") card; or a photo identification card issued by another country to its citizens or nationals. Where the applicant is aged thirteen or under, he or she may in the alternative present a certified copy of a U.S. or foreign birth certificate to establish identity under this subsection; or

   b. Two of the following documents, provided that at least one form of identification shall display the applicant's photograph and date of birth: a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; a U.S. or foreign military identification card; a current visa issued by a government agency; a U.S. Individual Taxpayer Identification Number (ITIN) authorization letter, an identification card issued by a California educational institution, including elementary, middle, secondary, and post-secondary schools; a certified copy of a U.S. or foreign birth certificate; a court order issued by a state or federal court to verify a person's identity, or a Social Security card. Notwithstanding the above, where the applicant is aged thirteen or under, he or she may in the alternative present an official medical record and/or official school record to establish identity under this subsection, provided that at least one of the two forms of identification presented shall display the applicant's date of birth.

2. Proof of Residency.

   a. In order to establish residency, each applicant must present one of the following items, provided that the item includes both the applicant's name and a residential address located within the City: a utility bill dated within the last thirty days; a written

verification issued by a homeless shelter that receives City funding confirming at least fifteen days residency within the last thirty days; a written verification issued by a hospital health clinic or social services agency that receives City funding confirming at least fifteen days residency within the last thirty days; a local property tax statement or mortgage payment receipt dated within the last thirty days; a bank account statement dated within the last thirty days; proof of a minor currently enrolled in a City school; an employment pay stub dated within the last thirty days; a written ruling, order or notice from the Oakland Rent Adjustment Board dated within the last thirty days; a jury summons or court order issued by a state or federal court dated within the last thirty days; a federal or state income tax or refund statement dated within the last thirty days; or an insurance bill (homeowner's, renter's, health, life or automobile insurance) dated within the last thirty days. If a certified copy of a marriage certificate is presented at the time of application, an applicant may prove residency using documents bearing the name of his or her spouse.

**SUSTAINABLE OPPORTUNITIES**

Economic: An Oakland Municipal ID Card will make it easier for all residents to participate in local and regional commerce—by opening a bank account, establishing credit, and accessing loans and the housing market.

Environmental: There are no environmental opportunities from this program.

Social Equity: As written, all Oakland residents would be eligible for an Oakland Municipal ID Card upon presenting proof of identity and proof of residency in the City of Oakland.

**DISABILITY AND SENIOR CITIZEN ACCESS**

The Oakland Municipal ID will be made available to all residents with disabilities and to senior citizens.

**RECOMMENDATION AND RATIONALE**

We recommend passage of this Ordinance, as it would provide an additional tool to encourage all Oaklanders to access City services, participate in local commerce, and to cooperate with law enforcement. We recommend that the City Administrator identify a staff liaison to work on the development of implementation options to be presented to the City Council for the Oakland Municipal ID Program. These actions would be incorporated into current staffing responsibilities.

**ACTION REQUESTED OF THE CITY COUNCIL**

We request that the Council accept the proposed ordinance, and direct the City Administrator to return with an implementation plan that includes detailed information on potential courses of action for implementation of the Municipal ID program. All options shall include detailed fiscal impact information, staffing needs (if any,) equipment needs, and a proposed course of action with proposed timelines for the roll out of the Municipal ID program. All options should, to the extent possible, be cost covering. Staff is directed to come back in 8 weeks with an implementation plan for the program.

Respectfully submitted,

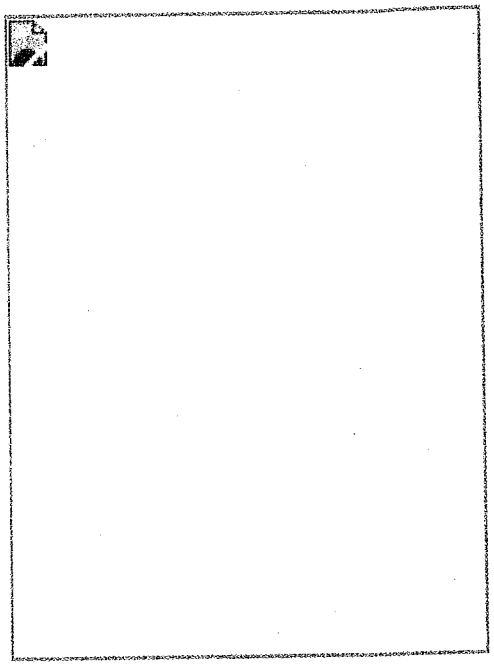
Vice Mayor Ignácio De La Fuente

Councilmember Jean Quan, District 4

Prepared by:
Claudia Burgos, Policy Analyst District 5 &
Michael Johnson, Policy Analyst District 4

## 11. Jobs Through Jean

Two years ago, Michael Johnson *(in tie, on left)*, then on my staff, led an effort to work with 18 young people who had been hanging out in the Laurel and getting into escalating mischief. We set up "shop" on the corner one day during our regular office hours and with recruiters from Laney College and local businesses. The program continued at a nearby coffee shop with internet access where neighborhood volunteers worked with the students to go back to school, enroll in GED or job training programs and even get their juvenile police records expunged. The result was that in 8 months, 15 of the 18 youth were either back in school or in a job training program.



That's when I realized that it didn't take a ton of money to make a difference. It required focusing our time and asking for help from community. For so many of Oakland's youth, having an adult mentor can provide them the hope they need to stay in school, pursue a job and lead a productive life here in Oakland. **Please consider joining my campaign for 2000 Mentors to work with Oakland's most at risk youth**--those that are aging out of Foster Care, returning to Oakland from juvenile hall, or those who have 10 or more unexcused absences that will make it very difficult to graduate from high school on time.

**Website:**

https://myemail.constantcontact.com/New-Ways--New-Dreams-Oakland--Building-on-Our-8-Years-Together---412.html?soid=1101193641895&aid=T84F0dnSUEA

**From:** Johnson, Michael L
**Sent:** Thursday, September 01, 2016 2:27 PM
**To:** McGehee, Stewart
**Subject:** RE: Physio-Control Contract

Stew,

In the past I have searched for the contract, to no avail. The clerk's office does not have it, nor does our Administrative Department. Recordkeeping might not have been that robust when it was created. Thus, there is no existing contract to track.

With your permission, I can do all of the groundwork to get this contract renewed and involve you as necessary; as I did with the last two contracts. Another option would be to follow the chain-of-command to the letter and protract the process to some degree.

It seems that our meeting, September 6th would be the perfect opportunity to discuss what plan from the vendor we would like. Then to work with: The Chief, Contract Administration, the Clerk, the City Attorney, Pauline and others to craft a perfect Staff Report etc.

Shall we include Angela in our meeting?

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)

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**From:** McGehee, Stewart
**Sent:** Thursday, September 01, 2016 1:37 PM
**To:** Johnson, Michael L
**Subject:** Re: Physio-Control Contract

Yes. We are very short on time with this now. We will need to contact Angela Robinson and get a placeholder on the schedule with Council. We now run the possibility of having a gap in service coverage for this equipment.

I don't recall having this brought up by you until now. I would expect at least a 6 month alert and to preparing a renewal 3-4 months in advance. Part of your responsibilities are to track existing contracts. Please forward a copy of the contract to me electronically.

Stewart McGehee
Fire Division Manager
Medical Services Division
Oakland Fire Department
Office 510-238-3736
Cell 510-316-3263

**From:** Amanda Elser [mailto:Amanda.Elser@prioritydispatch.net]
**Sent:** Monday, February 26, 2018 3:55 PM
**To:** Johnson, Michael L
**Subject:** RE: Oakland Contract

Hi Michael, it looks like the pricing for the new contract year has increased, effective 7/1/18. Below (in red) is what that looks like going forward, let me know what you need from me to start the renewal process (*sigh*).

| Expiring Costs (through June 2018) | |
|---|---|
| ESP Annual Maintenance | $14,665.60 per year |
| National Q Services | $38,000.00 per year |
| Total Annual Cost: | $52,665.60 per year |

| New Costs (effective July 2018) | |
|---|---|
| ESP Annual Maintenance | $15,265 per year |
| National Q Services | $38,000 per year |
| Total Annual Cost: | $53,265 per year |

Amanda Elser
PDC

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**From:** Johnson, Michael L <MLJohnson@oaklandca.gov>
**Sent:** Tuesday, April 30, 2019 5:31 PM
**To:** Amanda Elser <Amanda.Elser@prioritydispatch.net>
**Subject:** Upcoming Contract Renewal

Good afternoon, Amanda. I hope you are well and I thank you for your previous help.

As you know, the current iteration of the contract with Priority Dispatch expires on June 30th, 2019. Through the original legislation, we are able to continue the contract for one additional year at the current price of $52,665.60 by simply going before the City Council. However, if the price increases, it becomes a much more involved, thorough, and necessarily bureaucratic process.

We are still required to go through that process at the end of the next contract (that would end on 6/30/2020) and for that contract, a price increase would have no effect on the process. We would like to know if we could negotiate a contract that maintains the current price for an additional year. This could, potentially, be mutually beneficial in terms of its effect on staff time and organizational resources.

Please let me know at your earliest convenience and I will work on this simplified process so that there is a silky smooth transition between the two contracts.

Thanks for your time and consideration and have a most wonderful evening.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

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**From:** Amanda Elser [mailto:Amanda.Elser@prioritydispatch.net]
**Sent:** Monday, May 06, 2019 3:01 PM
**To:** Johnson, Michael L
**Subject:** RE: Upcoming Contract Renewal

Hi Michael, I confirmed that the current pricing is valid for another year - so let's make this continuation as silky smooth as we can!

Amanda Elser
PDC

**From:** Johnson, Michael L
**Sent:** Friday, November 18, 2016 9:43 AM
**To:** Feng, Pauline; Dholakia, Sagar
**Cc:** Haliburton, Fred
**Subject:** RE: Requisition #201702691 - Oakland Fire Department: Extended Maintenance Quote. RE: CA 9-11 Branch Notice 2016-06.

Hello all,

Please use this justification instead:

Please assist us in creating a zero dollar PO to submit to our 911 Branch Consultant. This will enable us to extend our '911 Systems and Services Master Purchase Agreement' with AT&T past our December 31st, 2016 deadline. Through this process, we will secure extended maintenance for years 6 and 7 of the agreement. Thank you for help.

This has already been approved by Stew McGehee as well, please see attached email.

Thanks so much and have a great weekend.

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Fryer, Theresa@CalOES.ca.gov [mailto:Theresa.Fryer@CalOES.ca.gov]
**Sent:** Thursday, October 25, 2018 4:15 PM
**To:** Johnson, Michael L
**Cc:** Sidney, Ametrius; Fryer, Theresa@CalOES.ca.gov
**Subject:** FW: State 9-1-1 CPE Funding Allotment Approval Letter

Michael,
Thank you for connecting today regarding Oakland FD Extended Maintenance plan for CPE (YR-6 & YR-7).

**Current CPE:**
Extended Maintenance for YR-6 & YR-7 is approved; start date is December 13, 2018. (TD288: 20082 attached)
ATT will continue to bill state directly and discontinue when new CPE is fully installed/system transferred.

**CPE Refresh:**
Funding Allotment Letter for upcoming CPE Refresh is approved. Total for new CPE/911 specific equipment is $346,000 (TD288: 21772 attached)

**TEXT:**
Integration capability of Text-To-911 at time new CPE System is installed is highly encouraged; reference CA State Ops Manual, Chapter X (PDF attached)
TEXT-To-911 CA State Coordinator:
Chereise Bartlett
Phone (916) 657-9235
Email chereise.bartlett@caloes.ca.gov

**GIS:**
Under separate email, I will forward information regarding GIS Funding.

I look forward to working with you as we move forward.
Have a pleasant afternoon,
Theresa Fryer

**9-1-1 Advisor**
**California 9-1-1 Communications Branch, 9-1-1 Advisory & Compliance Unit**
**CA Governor's Office of Emergency Services (CalOES)**
**601 Sequoia Pacific Blvd., MS-911**
**Sacramento, CA 95811**
**Phone: 916-657-9145**
**Web: http://www.caloes.ca.gov/911**

**Oakland Fire Department**
**Medical Services Division**
**EMPLOYEE QUESTIONAIRE**
***(limit responses to three pages or less)***

**Name:** Michael L. Johnson
**Position Title:** Program Analyst
**Evaluation Period:** 2016-2017
**Date Response Due:** March 13, 2017

*Please complete the questions listed below. You will be given up to two hours of work time over a 3 – 5 day period to complete the form. The information you include will be used by your supervisor in writing your evaluation. If your response is not received by the date listed above, your supervisor may proceed with writing the evaluation without your input.*

1. **List the job activities, tasks, or projects on which you have worked. Please highlight and describe your major accomplishments and special projects. Identify any supervisors or Team Leaders with whom you worked, other than your primary supervisor.**

   a. Worked with Purchasing, Accounting, Contract Administration, The City Attorney's Office, The Clerk's Office, Risk Management, and various others to negotiate and execute several contracts and agreements worth at least $500,000.

   b. Resolved disputes with vendors and facilitated payment and payment processing; thus enabling MSD to secure whatever items it needs in an expedited manner.

   c. Wrote the budget narrative that was approved by the City Auditor; this audit required our financial projections and also to account for several past years where the audits had not been performed. I worked with an interdisciplinary team to help MSD get through this audit.

   d. Coordinated the donation of medical waste as well as the reverse distribution of controlled substances.

   e. Using the CAD, I conducted several analyses to inform the manager's decision-making in MSD and Communications (4-0 Staffing Report, Sick Leave Abuse, Interventions Analysis, Scene Security, Senior Overtime etc.).

F. Reconfigured the Community CPR program by setting up a partnership with OPR, marketing work, site planning and security, financial analysis and reporting, and program recruitment.

G. Working closely with Accounting to balance Measure M and N budgets.

H. Keeping items off of the City Council Agenda, negotiating with attorneys and risk managers and generally finding innovative ways to cut through red tape and allow the manager to function at the highest level possible (Physio Contract, etc.).

I. Worked with Governor's Office of Emergency Services, PSAP Customer Premise Equipment vendor, purchasing and accounting to extend the Master Purchase Agreement for the 911 Hardware in the FDC (a $60K value). Improvised a strategy to receive the extension when a colleague provided incorrect information and we missed a key deadline.

2. **What job changes have occurred since your last evaluation, and what impacts have these changes had on your job? For instance, have you needed to develop new knowledge, skills, or abilities to adjust to these changes? What challenges have arisen? How have you overcome them?**

I have continually needed to develop new skills to adapt to requests. The newest skill is: conducting independent research to justify purchases over $500. I learned this because, due to administrative changes, I am expected to justify each item (even past ones) over $500; whereas this was not a requirement in the past.

3. **How do your work accomplishments correspond with the City Council's goals?**

My work allows the City Council to function on a higher level by solving issues that arise here, at this level. I have also brought potential liabilities that the City might face to my Supervisor (Scene Security issues with OPD, Clean Water Act Violations etc.) So that the City has a chance to know and practicably solve what is going on before issues become a liabilities.

4. **What interests you most about your job assignment? What interests you least?**

I am most interested in developing new skills to solve complex problems MSD or communications might face. The local Cost Plus World Market interests me the least.

5. **What new work responsibilities would you be interested in undertaking? What skill areas would you like to expand or gain experience in? What training, equipment, or resources would be needed, if any, to help you undertake the new work responsibilities?**

I would like to help OFD avoid liabilities by working with OPD to reduce the time that victims of violence must endure before scenes are cleared and OFD personnel can begin life-saving treatment.

6. **Have you identified any areas in which you would like to improve? What specific targets have you established?**

I have not established any targets but I use metacognition in pursuit of improvement.

**FUTURE PERFORMANCE TARGETS: (must be measureable)**

1. Meet Deadlines.

2. Work with Colleagues.

3. Take more time to think through challenges, even when out of the office.

**Oakland Fire Department**
**Medical Services Division**
**EMPLOYEE QUESTIONAIRE**
***(limit responses to three pages or less)***

Name: Michael Johnson
Position Title: Program Analyst I
Evaluation Period: May 1st, 2018 to April 30th, 2019
Date Response Due: February 22nd, 2019

*Please complete the questions listed below. You will be given up to two hours of work time over a 3 – 5 day period to complete the form. The information you include will be used by your supervisor in writing your evaluation. If your response is not received by the date listed above, your supervisor may proceed with writing the evaluation without your input.*

1. List the job activities, tasks, or projects on which you have worked. Please highlight and describe your major accomplishments and special projects. Identify any supervisors or Team Leaders with whom you worked, other than your primary supervisor.

   a. Contract Development: Analyzed spending and current contracts and determined the need for a goods contract with Techair (formerly Alliance Welding Supplies). Based contract terms on current expenditures as well as City contracting procedures based on amount. Informed relevant parties and worked closely with vendor to ensure continued access to equipment. Ongoing.

   b. Contract Negotiation: Negotiated changes to Medical Director Contract around insurance issue requirements. Worked with Risk Manager, Contract Compliance, Purchasing and other stakeholders to complete the contract and tracked payment to vendor and communicated to vendor the entire time to make sure that our past-due status would not affect Medical Director's Services.

   c. Invoice Review and Payment Recommendation: Reviewed past contract and legislative documents related to Medical Director and determined how to structure billing and payment systems in order to effectuate payment. Served as Team lead on this process and rectified billing errors that would have resulted in nonpayment. From these efforts, a three month backlog of payments totaling 5 figures was paid.

d. The grant that I wrote for Cal OES in the past has just started and I have been monitoring it to ensure compliance. I have also been in contact to increase the grant amount through other state programs. Ongoing.

e. EMS Program Revision: Worked with Alameda County EMSA and state representatives to clarify expectations around mandated reporting for EMS workers. Brought research, funding opportunities, as well as critical information designed to keep MSD compliant with new State mandates.

2. What job changes have occurred since your last evaluation, and what impacts have these changes had on your job? For instance, have you needed to develop new knowledge, skills, or abilities to adjust to these changes? What challenges have arisen? How have you overcome them?

I have had to learn how to create requisitions in iProcurement in order to make create an RFQ for Medical equipment worth hundreds of thousands of dollars.

3. How do your work accomplishments correspond with the City Council's goals?

I help the MSD of the OFD avoid liability and litigation. I produce council agenda reports to explain processes within the department and to properly justify expenditures. I follow all of the City mandates and ensure that problems can be resolved at the lowest level possible without having to involve the staff time and resources of the City Council and City Administrator. I ensure that issues do not become liabilities nor bruises on the City's sterling reputation.

4. What interests you most about your job assignment? What interests you least?

The ability to serve as team lead on complex projects and the ability to produce high quality reports is the most interesting part of my job. The least interesting part is resolving mistakes made by others who try, good naturedly, to handle aspects of my position.

5. What new work responsibilities would you be interested in undertaking? What skill areas would you like to expand or gain experience in? What training, equipment, or resources would be needed, if any, to help you undertake the new work responsibilities?

   I do believe that we need to upgrade the NEAT desk so as to take advantage of the efficiencies that newer versions with improved AI might facilitate.

6. Have you identified any areas in which you would like to improve? What specific measurable targets have you established?

TARGETS:

I have not established any targets but I am constantly utilizing metacognition and emotional intelligence in pursuit of improvement within this, highly esteemed, Division.

Here are my main "targets"

- Meet Deadlines
- Work with Colleagues and encourage them to work with me.
- Take more time to think of challenges when outside of the office.

7. What additional topics would you like to discuss?

   I'd just like to continue building a positive, team-oriented, relationship with the Division Manager and my colleagues.

**From:** Johnson, Michael L
**Sent:** Friday, September 02, 2016 10:40 AM
**To:** Robinson Pinon, Angela C; Feng, Pauline
**Subject:** Physio Control Meeting: Tuesday, Sept 6th at 8:30am

Good morning.

We are currently looking to renew a maintenance contract with Physio-Control. In 2011 we bought ALS equipment from them and started a maintenance agreement. This was all approved by the Council at the time. In late October, 2016, this maintenance agreement will be ending. We would like to extend it by at least another 4 years so that we will be able to rely on the vendor to fix any issues that might arise with our equipment.

This potentially involves getting approval from the City Council. I looped you both in because:

- Pauline, you can tell us how much we have spent from the original allocations, and from what accounts we use to purchase Physio-Control equipment and services.
- Angela, you can let us know if it will be necessary to work with the City Council and potentially get us a spot in an upcoming agenda packet.

I will send you both an invite to the meeting. Please let me know if you can make it.

Best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

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**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Tuesday, September 20, 2016 2:56 PM
**To:** Fierro, Rocio
**Subject:** RE: Physio Control numbers

I just got the quote from the vendor on a 1 year extension…

$62,212.50!

Well below our $95K balance. Please let me know if cutting the agreement to 1 year could allow us to begin the process of executing a contract.

Thanks,

On Jan 6, 2016, at 8:39 AM, Johnson, Michael L <MLJohnson@oaklandnet.com> wrote:

Good morning, Katano.

Thank you so much for your help.

Can you please sign the attached Bond Waiver Request Form. As it stands, we only have the memo that requests the signature signed. It's just a technicality but I want to make sure that there are no delays in executing the contract.

Thanks,

Michael L. Johnson
Senior Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

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**From:** Kasaine, Katano
**Sent:** Wednesday, January 06, 2016 11:10 AM
**To:** Johnson, Michael L
**Cc:** Mondo, Valerie
**Subject:** Re: Priority Dispatch Bond Waiver Request Form

Please print for my signature.

Sent from my iPhone

**From:** Johnson, Michael L
**Sent:** Friday, April 22, 2016 11:09 AM
**To:** Roberts, Brenda; Robinson Pinon, Angela C; Yarlott-Davis, Tracy; Alderete, Paige; Seymour, Mary; Lawrence, Stephen
**Subject:** Pleased to meet your acquaintance

Good morning, all.

Here is my email and contact information. I look forward to working with you. Please let me know how I might be of additional assistance throughout this process.

All the best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

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**From:** Alderete, Paige
**Sent:** Tuesday, May 17, 2016 5:28 PM
**To:** Johnson, Michael L
**Subject:** RE: Pleased to meet your acquaintance

Hi Michael,

Sorry for the confusing phone message. I'm looking for that excel spreadsheet that you sent to the auditors.

Thank you!
-Paige

**Paige Alderete**
**Assistant Controller**
City of Oakland | Finance Department | Controller's Office
150 Frank H Ogawa Plaza, Ste 6353 | Oakland, CA 94612
Tel: (510) 238-7492 | Fax: (510) 238-3915
Email: palderete@oaklandnet.com

Oakland Ranked #5 Place to Visit in the World!
New York Times, January 2012 http://bit.ly/GB3s8f

**Summary of the Program Analyst Position within OFD's MSD:** [redacted]

I eliminate major liabilities for the City and I keep OFD's most critical systems functional and compliant.

Since I began my tenure at MSD, I have been tasked with: Administering and negotiating contracts, EMS Program Revision, serving as Team Leader on Complex Projects, Grantwriting/monitoring/and administration, Invoice Review and Payment Recommendation, Resolving Contract Issues, Database Management, and other responsibilities. Since that time, I have done this under the General Direction of the Division Manager. Since I started, I have been referred to as a "Senior Analyst" and even assigned to my own unit. The responsibilities that I have are simply the natural outgrowth of this position.

In my position, I have an excellent grasp of the work of the team (as it concerns the tasks above) and I also have an understanding of the tasks and activities of the Division Manager (as it concerns the tasks above). Over the years, the Team and the Division Manager have come to trust my work ethic, organizational attitude and my commitment to quality work.

Although I have been classified as a Program Analyst I, this classification does not correspond with the actual work and responsibilities of this position. For instance, the methods for performing this work require significantly higher levels of knowledge and skill than indicated in the class specification. Also, I continually hold the responsibility for making program recommendations and decisions with a degree of authority and independence not typical of other positions in the Program Analyst I class. Finally, this position allows me to train, assign, and review work that is of paramount importance to OFD having actual managerial/supervisory authority would eliminate inefficiencies and ensure a better work product as concern the tasks mentioned in the first paragraph. The only setbacks I have had were the result of an inability to hold others accountable for measurable, high-quality, timely, and cost-effective results.

**Table of Contents:**

# Current Projects as of January 9th, 2019

| | |
|---|---|
| **Directing the Translation of Ideas into Fundable Programs/Program Revision** | Fleshing out with colleagues how we are complying with new state mandate for EMS mandated reporters/linkages with FJC and Maryland Model (funding secured). |
| **Administering Contracts** | Physio, priority D, Medical D, BT, LA, Arrow, ensuring we remain in compliance, tracking requirements even from competitive processes from which contracts resulted. $1M+ in contracts thus far. |
| **Negotiating Contracts** | Medical Director Contract in process, protracted insurance negotiations to satisfy city and vendor. |
| **Serving as Team Leader on Complex Projects** | All of these contracts and the payment processes that spring forth from them. |
| **Reviewing City, County, Local Agendas/Reports** | Weekly, keeping Stew and team apprised of changes that affect OFD and EMSD specifically, also responding to issues and writing reports. |
| **Grantwriting/Administration/Monitoring** | Keeping us in compliance with the $60K grant I secured (this is first year of CPE), working to secure an additional $100K for GPS components. |
| **Invoice Review and Payment Recommendation** | Ensuring that invoiced amounts match what was encumbered by contracts and facilitating payment to vendors working with Accountants and Account technicians. |
| **Database Management** | Updating files in Neat Desk, reviewing 2015-2018 invoices. |
| **Locating Programmatic Funds** | Identifying inefficiencies to redeem inefficiently utilized funds for other programmatic purchases (BT/Physio inconsistency), Med Director v. County Med Director. |

11/5/2018

AX-22-4

| Current Project | Description | When Started | How Started | Specified Deadline | Challenges |
|---|---|---|---|---|---|
| Writing Grant Proposals | Gathering information necessary to apply for more grant funding for EMS. | September, 2015. | Has been a part of the position throughout my tenure. | Rolling deadlines based upon the grants. | N/A |
| Contract Development | Auditing purchases to ascertain the necessity and type of contract needed. | September, 2015. | Has been a part of the position throughout my tenure. | Deadlines based upon my research and operational needs. | N/A |
| Budget Monitoring | Ensuring that allocated funds are spent per council/contract mandates. | September, 2015. | Has been a part of the position throughout my tenure. | None. Ongoing task. | N/A |
| Contract/RFQ Administration | Working with vendor and stakeholders to negotiate, design, and successfully execute the current contract. | September, 2015. | Has been a part of the position throughout my tenure. | Deadlines are contingent upon the language in each specific agreement. | N/A |
| EMS Program Revision | Working with EMS stakeholders to revise protocols for EMTs and Paramedics. Researching best practices for EMS programs and distributing to key staff. | November, 2015 | Has been a part of the position throughout my tenure. | No deadline, however I would like to have the current task done by 12/1/18 | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Invoice Review and Payment Recommendation | Reviewing invoices for two vendors currently and working to resolve issues that hinder payment. | September, 2015. | Vendors were not being paid and the manager expressed a wish that I would figure out how to pay vendors. | Monitoring is conducted constantly. No deadline. | N/A |
| Locating Programmatic Funds | Identifying savings opportunities in order to free up funds for EMS programs | September, 2015 | Started by observing operational inefficiencies and recommending programmatic changes. | No deadline. | N/A |
| Resolving Contract Issues | Reconciling current fiduciary obligations to vendors against past payments to recommend effective billing strategies for vendor and effective payment strategies to City stakeholders. | September, 2015. | When I started, for many reasons, vendors were not being paid and the Division Manager directed me create strategies to ensure payments. | As I identify issues based upon my research and meetings with stakeholders. | N/A |
| Database Management | Updating files in Neat Desk and adding additional info to ensure more comprehensive budget reports. | October, 2015. | The former system was inefficient and I updated it in order to better manage MSD and FDC budgets and to run spending and expense reports. | Ongoing depending upon departmental needs. | N/A |
| Grant Monitoring | Working with intergovernmental stakeholders to ensure grant compliance and to secure future funds in for EMS programs. | September, 2015. | The division manager directed me to identify funding opportunities and to apply for, accept, and track grant funds. | Ongoing. | N/A |

| | | | | | |
|---|---|---|---|---|---|
| Contract Monitoring and Evaluation | Working to ensure that executed contracts and those in the pipeline continue to meet City, State, and Federal requirements throughout their validity. | September, 2015. | I developed a tracking mechanism so as to ensure contract compliance for all relevant parties. | Ongoing | N/A |

**Comments:** The supervision of assigned staff would render this position more efficient. The only setbacks I have encountered in the past few years have been the result of an inability to hold others accountable for measurable high-quality, timely, and cost-effective results. The position does allow me to identify and analyze problems; weigh the relevance and accuracy of information, to generate and evaluate an array of solutions and to make recommendations. The missing piece is supervisory authority.

## Position Characteristics: "Program Analyst I" in Oakland Fire Department's MSD.

| Characteristics | Yes? | No? | Analyst I, II or III? |
|---|---|---|---|
| Works under Direct Supervision? | | X | I |
| Works under General Supervision? | | X | II |
| Works under Direction? | X | | III |
| Serves as Team Leader on Complex Projects? | X | | III |
| Directs Program Planning and [redacted]? | X | | II, III |
| Works Independently? | X | | II, III |
| Assignments are Generally Limited in Scope? | | X | I |
| Negotiates Contracts? | X | | III |
| Administers Contracts? | X | | III |
| Acts as Program Leader on [redacted] Projects? | X | | II, III |
| Reviews and Prepares City Council Agendas/Reports? | X | | II, III |
| [redacted] Translation of Ideas into Fundable Programs? | X | | III |
| Reviews Invoices and Recommends Payment to Contractors/Consultants? | X | | II, III |
| Writes/Reviews/Administers/Monitors Grants? | X | | II, III |

## Knowledge and Abilities: "Program Analyst I" in Oakland Fire Department's MSD.

| Knowledge/Ability Required | Yes? | No? | Analyst I, II, or III? |
|---|---|---|---|
| Contract Negotiation? | X | | III |
| Grant Writing/Reporting? | X | | II, III |
| Program Management Principles/Practices? | X | | I,II, III |
| Budget Development and Administration? | X | | II, III |
| Project Priority Setting? | X | | II, III |
| Project Management Skills Required? | X | | II, III |
| Ability to Prepare, Analyze & Interpret Complex Reports? | X | | II, III |

# CLASSIFICATION STUDY:

**Recommendation:**

The "Program Analyst I" Position for OFD's Medical Services Division Should be Reclassified as a "Program Analyst III" Position.

# BACKGROUND AND IMPETUS

Since I was hired in August, 2015, I have been doing the work of a Program Analyst III.

- Working Independently, Under "Direction".
- Serving as "Team Leader" on Complex Projects.
- Negotiating/Administering Contracts.
- Directing the Translation of Ideas into Fundable Programs.

# KNOWLEDGE AND SKILLS NECESSARY FOR THE POSITION.

- Contract Negotiation and Administration.
- Budget Preparation, Development and Administration
- Preparation, Analysis, and Interpretation of Complex Reports.

# Additional Skills Necessary for the Position

- Research Within the CAD.
- Quantitative/Qualitative Research Techniques.
- Creating requisitions within iProcurement.
- Research through Legistar and other search engines.
- Knowledge: of City Council, Board of Supervisors, State and Federal Legislative Bodies.
- Budgeting/Accounting Techniques.
- Use of Neat Desk Database (Budget Analysis).
- The ability to write memoranda, agenda reports, and budget narratives.

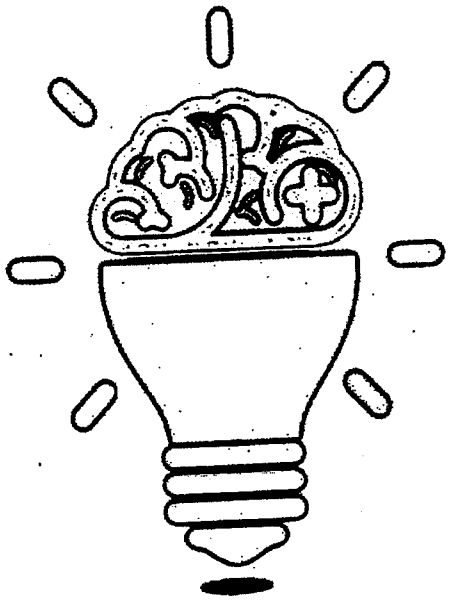
# NECESSARY POSITION RESOURCES

- Computer Aided Dispatch System (CAD)
- iProcurement (Purchasing)
- Ballot Measures M and N.
- Budget Account Descriptions Spreadsheet
- Policy Development and Preparation Policy 100.1
- OFD Communications 100-18 and 87-17 (purchasing)
- Administrative Instruction 1021
- Contract Compliance Documents Online
- City Attorneys, Risk Manager, Contract Compliance, Purchasing Dept., City Clerk, DIT.
- Professional Services and IT Contract Boilerplates
- County/State EMS websites
- Contracts/Vendors Spreadsheets

# ORIGINALITY/CREATIVITY/INNOVATION

- Dividing Problems into Solvable "Prongs"/Simultaneous Solutions

- Creating Memoranda to Pay Outside of Purchasing Process.

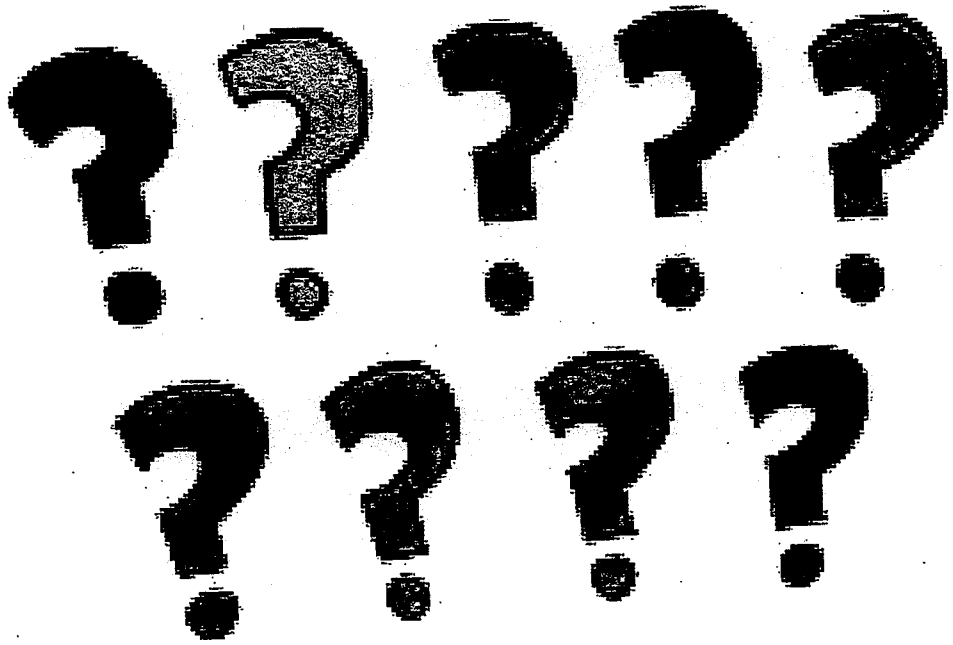


# DECISION-MAKING AUTHORITY/RECOMMENDATIONS

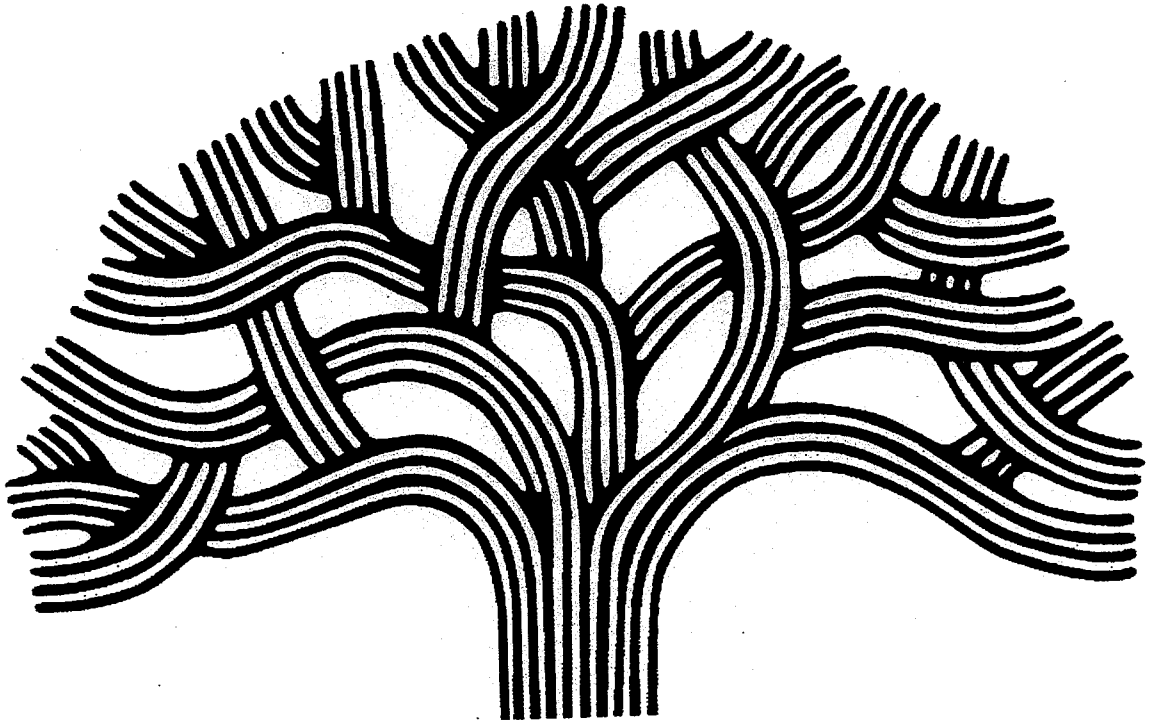
- 911 Systems Grant Problems Solved.

- Working with Deputy Assistant City Attorney to Circumvent Protracted Council Process.

# QUESTIONS/COMMENTS?



# The End: Thanks for your Time



**City of Oakland**

## "Background and Impetus" Slide 1:

- **Working Under Direction:**
  - Medical Director Contract-2015 - $195K

This was my first major contract assignment and I began it on 9/23/2015. The Division Manager did not know about the contracting process and gave me pieces of the former contract as my example. I cultivated relationships with the Contract Compliance staff, worked with the vendor to fulfill the City's many Professional Service Agreement Requirements. Additionally, I worked with Risk Management to modify the insurance requirements based upon services rendered. Attachment 1: Email indicating Contract Execution.

  - Priority Dispatch Contracts- 2016 and 2018 - $210K

The Priority Dispatch was complex and required much iteration. Specifically, it was transformed from a PSA to an IT PSA which necessitates findings around "bond insurance". I also needed to merge the software company's "End User License Agreement" into our Scope of Services. This was replete with legal technicalities that had to be explored with: the vendor, Contract Compliance and the City Attorney's Office. Completion of this project required me to persuade the City Administrator's office to approve waiving a relatively new type of performance bond. In order to get the waiver I had to: write a memo for the Division Manager to present to the Chief, which became the basis for getting the Director of DIT's signature, which would then allow for me to write a memo to the City Administrator's designee. Once that memo was signed, I worked to get them to sign the actual waiver that was referenced in all of the memos. Through all of this, the Division Manager gave me the guidance that he wanted this done as quickly as possible. Attachment 2: Email to Division Manager with memo meant for the Fire Chief.

- **Serving as Team Leader on Complex Projects:**
  - Budget Adjustments/Narrative-2016

For budget adjustments, the context was this: there had been years of overspending on Measure N (Paramedic Special Tax). The Division Manager asked me to work with Fiscal and Administrative Services to rectify this situation. I worked with an Accountant II, the Director of FASD, and another Accountant to find creative ways to reduce the burden on Measure N. It took quantitative analysis, qualitative interviewing, and research into functional responsibilities in order to justify transferring expenses to other, viable funds. Attachment 3: I explain the budget adjustments to the Division Manager.

  - Physio-Control Contracts- 2017

The negotiations around this contract took one year. This was a vendor who had received nearly $1M in City funds without going through the contracting process (due to staff shortages/recession in 2011). I

had to correct this situation with the extension of a service agreement with them. Without a contract, $1M in life-saving equipment could not be "insured". I facilitated email communications between: Fire Chief's Chief of Staff, Accountant II, the Chief Assistant City Attorney and the vendor. Though I was told that this issue would have to come to council (and expose an embarrassing faux pas), I did some research and determined that we could use a past fiscal allocation to avoid going to Council (and delaying the contract process by months) and establish a shorter, smaller contract. Attachment 4: I explain to the Fire Chief's Chief of Staff how I was able to circumvent the Council process with the help of the Deputy Assistant City Attorney.

- FileMaker Contracts 2016 and 2017

DIT and OFD's Tech-skilled staff had a miscommunication with a vendor. This would result in our losing access to all of the databases we use to keep track of: personnel, controlled substances etc. The Division Manager asked me to figure out how to get the vendor paid for services. I researched the history of our software purchases and found duplicate accounts. I conferred with DIT, OFD staff, the vendor, and two accountants within OFD. The issue was resolved and I continued to track it with the group to ensure final payment for the vendor. Then, I did the same thing the next year. Attachment 5: Final confirmation that I rectified the payment issue and tracked payment until it was sent.

Attachment 6: Email from FASD Manager indicating that MSD should have a single point of contact to solve multiple vendor issues (I'm that point of contact).

- **Negotiating and Administering Contracts:**

  - Priority Dispatch Contracts- 2018

In order to speed up the process for the vendor (and save time and money for the City of Oakland), I got the vendor to give us last year's price on our 2018-2019 contract extension. By waiving the $200 increase we put a contract in place within one month due to the fact that any increase in yearly costs would trigger City Council Action. Attachment 7: Vendor confirms to me that they will guarantee us last year's price after negotiating with me.

  - Physio-Control Contracts- 2017

As a part of the negotiations, the vendor had the upper hand. The City needed a service agreement on the proprietary, life-saving equipment that was bought out of contract. Since I had worked with the City Attorney and others to put a shorter and lower cost contract in place, they had very little incentive to suddenly agree to all of the City's conditions. I negotiated 34 items when even the Division Manager thought it was a lost cause. Risk Management, Contract Compliance and the City Attorney's Office reduced requirements as did the vendor and we put a 1-year contract in place. Attachment 8: An email to the vendor's corporate representative at the tail end of the negotiations.

Attachment 9: My research indicates that we should add additional funds to an upcoming $350K contract so as not to exhaust them before the period ends and the Division Manager agrees.

- **Directing the Translation of Ideas into Fundable Programs:**
  - Community CPR Program

The contract-mandated, Community CPR Program was disorganized and insolvent. The Division Manager wanted to charge for CPR classes in the Community for what had been a free program. I worked with Recreation Supervisors in OPR to get use of three sites in different parts of Oakland. In exchange for that, we would train their staff (esp. Summer Youth staff) saving them money. I utilized the Master Fee Schedule to find out how much we could charge for off-duty Firefighters to do the program. I also worked with our Accountants to get a dedicated account to receive payments, then with DIT to link this all to the OPR website for events. I created fliers and worked with Firefighters to schedule one Saturday per month for this. I coordinated logistics and ensured payment processing would work. The program became self-sustaining. Attachment 10: I confirm that the program is successful with a colleague after it was transitioned to another division of OFD, I then take it off of my Task List.

  - **Memos from Chief to the City Administrator: Payments out of Contract.**

On two occasions, OFD staff have needed to purchase equipment without being able to follow the onerous purchasing process that I normally handle. On these occasions, I write a letter for the Chief to provide to the City Administrator. I work with stakeholders to detail and explain issues, policies, miscommunications, and bureaucratic issues/delays in order to justify vendor payment and ensure that we are continually able to purchase necessary equipment. So far, we have been able to acquire $100K to pay severely past-due invoices. Attachment 11 (2 pages): Memo I wrote for the Chief to present to the City Administrator on a payment issue.

## "Knowledge and Skills Necessary for the Position" Slide 2:

Since we touched on contracts and budgets in the first slide, I will focus more on working with complex reports and budgeting.

- **Budget Preparation, Development, and Administration.**
  - Budget Adjustments/Narrative-2016

The City Auditor audited multiple years of expenditures from voter-approved programs. This had not previously been done and a narrative needed to be created with no guidance on how to do it. I identified everything that would be needed and worked with Accounting and various OFD staff to come up with a final document that included: personnel costs, capital improvements, and budget projections. I conducted online research and found a format that had previously been used by Piedmont. That narrative became the template and basis for subsequent audits. Attachment 12: An email I sent to OFD Accountants and the Division Manager of FASD indicating that the narrative and charts I created were finished and turned in to the auditor.

Attachment 13: The Accountant III with whom I work often could not understand why we were given a credit from one of our vendors. I researched the issue and provided an answer to her and the Division Manager while making them aware of an important contract transition.

- **Preparation, Analysis, and Interpretation of Complex Reports:**

  - Scene Security Analysis

The Division Manager thought that there was a simple tool to create a report on the impacts of OPD's understaffing on OFD's ability to "clear" a scene and provide EMS to victims. The former CAD (it is in transition now) could not and I needed a series of heuristics in order to create a report on the subject. Through interviewing staff members, identifying dozens of relevant OFD codes within the CAD, and reading through thousands of incidents, I came up with a report that illustrated OPD's impacts on OFD services. Attachment 14: An email in which I provide data for Scene Security as well as some discussion on the methodology I utilized.

  - FDC Senior Overtime Analysis

This was actually two analyses; one in 2016 and one in 2017. Since there was a huge amount of data involved, I looked at 84 shifts (there are three shifts per day among dispatchers and seniors for continuous coverage). There were multiple variables including the fact that seniors can switch shifts, there is compensatory time, and also those on vacationing or out sick. I created a final analysis and then, the next year, the Division Manager wanted a similar analysis that focused more on "comp time" in order to enact or change policies around comp and vacation time. Attachment 15: An email to the Division Manager providing the framework I intended to use to calculate and report on overtime and comp time in the FDC.

Attachment 16 (2 pages): I was asked to provide data on Firefighter accreditation by station. I answer questions posed by the Division Manager while explaining the limitations of the data in order to better inform operations.

## "Additional Skills Necessary for the Position" Slide 3:

Discussion on the additional skills identified in the slide.

## "Necessary Position Resources"Slide 4:

Discussion on the additional skills identified in the slide.

## "Originality, Creativity, Innovation" Slide 5:

Attachment 17: I divide some complex problems into different categories and create different "prongs" in order to come up with a final solution. Here is an email that highlights this practice.

Attachment 18: An Accountant III requested a memo to chief about past-due balances for medical equipment and I research our current account encumbrances and recommend that we pay all vendors within the same request. In the memo, I then request that additional funds are added so that we do not have to solicit this same help in a few months' time.

## Decision-Making Authority/Recommendations:

- 911 Systems Expiration

I was given inaccurate information from a colleague that couldn't be ameliorated before a grant deadline. This would cost OFD roughly $56K in equipment insurance subsidies. Additionally, the Oracle System went down for maintenance and we couldn't create the POs necessary to fix the problem. Through close coordination with a private vendor, the Governor's Office of Emergency Services and an OFD Accountant, I was able to circumvent the original PO process and get the grant technically approved before the deadline. Attachment 19 (2 pages): Email confirmation that we got the grant for extended maintenance on our critical 911 equipment.

Also, as previously mentioned, I shortened an equipment servicing contract with the Deputy Assistant City Attorney in order to rectify a past contracting mistake (from 2011) and ensure that nearly $1M in Advanced Life Support Equipment would be able to receive maintenance services; saving lives and limiting the City's liability.

Attachment 1

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Thursday, November 05, 2015 2:10 PM
**To:** Feng, Pauline
**Subject:** RE: Medical Director's contract has been executed
**Attachments:** Dr. Hern Contract-Schedules, Business Lic., W-9 forms 11/05/2015 14:47; Dr. Hern Contract-Insurance forms 11/05/2015 14:44; Dr. Hern Contract-Council Resolution 11/05/2015 14:42; Dr. Hern Contract-City Admin Protocol forms 11/05/2015 14:40; Dr. Hern PSA 11/05/2015 14:38; Dr. Hern Contract-Scope of Work and Schedule B 11/05/2015 14:41

Here are the digital copies of all forms. The file "Dr. Hern PSA 11/05/2015" is probably the most relevant to you, though.

Best,

Michael L. Johnson
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

-----Original Message-----
From: Feng, Pauline
Sent: Thursday, November 05, 2015 1:58 PM
To: Johnson, Michael L
Subject: FW: Medical Director's contract has been executed

Please send an executed copy of the contract to me once you receive it so that I can create a CPO. Thank you.

Pauline Feng
Oakland Fire Department
150 Frank H. Ogawa Plaza, Suite 3354
Phone: (510) 238-6849
Fax: (510) 238-7924
pfeng@oaklandnet.com

-----Original Message-----
From: Johnson, Michael L
Sent: Thursday, November 05, 2015 1:23 PM
To: Feng, Pauline
Subject: Medical Director's contract has been executed

I just wanted to give you a heads up so that we can begin paying Dr. Hern.

Attachment 2

**Johnson, Michael L**

| | |
|---|---|
| **From:** | Johnson, Michael L |
| **Sent:** | Friday, December 18, 2015 3:09 PM |
| **To:** | McGehee, Stewart |
| **Subject:** | Urgent: Performance Bond Memo |
| **Attachments:** | Memo to justify bond waiver.docx |

Here is the memo Katano wants the Chief to sign in order for Katano to sign the waiver for the Priority Dispatch Contract.

Michael L. Johnson
Senior Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

Attachment 3

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Friday, January 22, 2016 10:00 AM
**To:** McGehee, Stewart
**Subject:** FW: Budget Adjustments: Final Justification
**Attachments:** 78906 CMS Agenda Report_11-16-04.pdf; 78906 CMS.PDF

Good morning,

In the forwarded email below, Trinette asks if you will be working approximately 390 hours this year on MMRS related activities. The grant is so general that much of what you do falls under its umbrella.
Saying yes to this means we will have the ability to transfer 20% of your salary from Renee Domingo's vacant position and shore up Measure N. All you would have to do is send her an email saying:

**"Yes, I can confirm that I will spend 390 or more hours performing duties eligible under the MMRS Grant".**

**Here are the salient points from the Agenda Report and Resolution:**

- This funding was to be appropriated to maintain the MMRS program for at least one more year ( >10 years ago); that program is defunct.
- You conduct: program planning, implementation, training, equipment purchases and you pay staff. This is exactly the purpose for which this funding was meant.
- The MSD systems and protocols will (God forbid) be called upon in the event of a radiological, biological, nuclear, or chemical terrorist attack. You lead MSD.
- You work collaboratively with local, state and Federal agencies to better the services that MSD provides. This is a generic requirement.
- All 911 Emergency Medical Services are under your jurisdiction through your dual role as Manager of Communications and MSD.

Michael L. Johnson
Senior Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

**From:** Gist Skinner, Trinette
**Sent:** Thursday, January 21, 2016 1:56 PM
**To:** Johnson, Michael L
**Cc:** Lee, Pat; Feng, Pauline
**Subject:** RE: Budget Adjustments: Final Justification

In fiscal year 2015-16, please confirm for approximately 390 hours the Medical Services Fire Division Manager will perform duties eligible under the MMRS Grant (Agenda Report & Resolution attached).

Thanks,

Attachment 4

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Wednesday, September 21, 2016 9:55 AM
**To:** Robinson Pinon, Angela C
**Subject:** RE: Physio-Control Staff Report

Here is the Reader's Digest version:

- We have about $95K left in the Measure N account that Council approved with the Physio resolution in 2011.
- If we do the typical 4 year plan, it will cost $237K and will have to go before the Council.
- If we do the 1 year plan, it only costs $62K, which we can take from the $95K we are still authorized to spend.

It will come to the Chief and City Administrator in the form of certain standard contract documents. It will be routine and should not require much, if any, staff time on your end.

I hope that helps.

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

---

**From:** Robinson Pinon, Angela C
**Sent:** Wednesday, September 21, 2016 9:25 AM
**To:** Johnson, Michael L
**Subject:** Re: Physio-Control Staff Report

Michael:

Thank you for the update.

Just to confirm... the contract will below the threshold that requires Council approval? Also, so this will have to go to Chief Reed and Sabrina Landreth for their approval?

-Angela

Angela C. Robinson Piñon
Chief of Staff to Teresa Deloach Reed, Fire Chief
Oakland Fire Department

On Sep 21, 2016, at 8:53 AM, Johnson, Michael L <MLJohnson@oaklandnet.com> wrote:

> Good morning, Angela.
>
> I just got confirmation from the City Attorney that we do not need to go to council on this issue. The catch is that we will have to pare down our request from a 4 year contract to a 1 year contract. That

Attachment 5

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, January 25, 2016 9:17 AM
**To:** 'Christi McNay'
**Cc:** Diaz, Luis; Stephan Laidlaw
**Subject:** RE: Renewal due: FileMaker Maintenance contract 40916818

Hello all,

I am happy to announce that the invoice in question (4984363) has been signed and is going through our accounting department. They will be issuing a check soon. Hopefully it will arrive early next month. Thanks for your patience.

Michael L. Johnson
Senior Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
510-316-3263 (fax)
mljohnson@oaklandnet.com
"One City, One Team"

**From:** Christi McNay [mailto:christi_mcnay@filemaker.com]
**Sent:** Tuesday, January 05, 2016 8:56 AM
**To:** Johnson, Michael L
**Cc:** Diaz, Luis; Stephan Laidlaw
**Subject:** Re: Renewal due: FileMaker Maintenance contract 40916818

Hi Michael,

I received your messages. Attached is the PO Luis signed to renew this contract. The invoice 4984363 is owed and he needs to pay it. Next year if you don't want to renew then do not send a signed PO. You have another contract 40995567 $2844 due April 24,02016. It is a subscription based program so these might be the ones you don't need. The licenses on the invoice 4984363 you own and these are the ones you should continue to renew, these are most cost effective for you.

Thanks and regards,

Christi McNay
Account Manager, NorCal, SoCal and NorthWest

FileMaker, Inc. — An Apple Subsidiary
5201 Patrick Henry Drive
Santa Clara, CA 95054, USA
1-800-725-2747 ext. 927
Direct: 408-987-3927
Fax: 866-335-3453
christi_mcnay@filemaker.com

Attachment 6

**From:** Gist Skinner, Trinette
**Sent:** Tuesday, April 03, 2018 2:22 PM
**To:** McGehee, Stewart <SMcGehee@oaklandnet.com>; Johnson, Michael L <MLJohnson@oaklandnet.com>; Lee, Darrell R <DLee4@oaklandnet.com>
**Cc:** Robinson Pinon, Angela C <ARobinsonPinon@oaklandnet.com>; Lee, Pat <PLee@oaklandnet.com>
**Subject:** RE: Need Help Oakland, California accounts

I agree with Michael that too many staff communicating with vendors can be confusing, about a purchasing process that can be confusing in itself. What do you propose?

**Trinette Gist Skinner**

**Fire Division Manager**

(510) 238-4936 office

---

**From:** Gist Skinner, Trinette
**Sent:** Tuesday, April 03, 2018 2:31 PM
**To:** Lee, Pat
**Cc:** Robinson Pinon, Angela C; McGehee, Stewart; Lee, Darrell R; Johnson, Michael L
**Subject:** RE: Need Help Oakland, California accounts

Pat,

MSD will communicate with their vendors creating a "single' point of contact.

Thanks,

**Trinette Gist Skinner**

**Fire Division Manager**

(510) 238-4936 office

Attachment 7

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Wednesday, March 7, 2018 3:25 PM
**To:** Amanda Elser <Amanda.Elser@prioritydispatch.net>
**Subject:** Price Difference in Upcoming Oakland Contract

Good afternoon, Amanda.

My supervisor is very motivated to streamline this process; which includes a process that doesn't necessarily involve City Council reauthorization. He wanted to know if sending the Spanish Language ProQA license (that was recently requested) back would allow us not to cross the magical $52,666.00 threshold. Please let me know if there is any, last ditch, way to secure the previous price.

Thanks again, Amanda.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

---

**From:** Amanda Elser [mailto:Amanda.Elser@prioritydispatch.net]
**Sent:** Thursday, March 08, 2018 1:30 PM
**To:** Johnson, Michael L
**Subject:** RE: Price Difference in Upcoming Oakland Contract

Hi Michael, I've gotten the approval to renew at the same price as last time. You do not need to send back the Spanish license, we will just account for it when we have to get a whole new contract in 2 years' time. So, I have attached the revised quotes reflecting the same pricing as described below.

| Term: 7/1/18 – 6/30/19 | | Quote # |
|---|---|---|
| ESP Annual Maintenance | $ 14,665.60 | Q-21876 |
| National Q Services | $ 38,000.00 | Q-25929 |
| Total Annual Cost | $ 52,665.60 | |

| Term: 7/1/19 – 6/30/20 | | Quote # |
|---|---|---|
| ESP Annual Maintenance | $ 14,665.60 | Q-25928 |
| National Q Services | $ 38,000.00 | Q-25930 |
| Total Annual Cost: | $ 52,665.60 | |

Attachment 8

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Friday, June 23, 2017 12:23 PM
**To:** 'US Contracts'
**Subject:** RE: sending contract
**Attachments:** 2017 Final Physio.Oakland PSA.docx

Good afternoon, Alexandra.

Here is the final version. I took the version that you sent me on May 11th and incorporated the changes that we have made thus far. **Risk Management has agreed to incorporate your addition Part II.** of Terms, Conditions and Endorsements of Schedule Q (" unless CITY contributes to such incident or claim, in which case, Contractor's liability will be its proportionate share").

In addition to this, **Physio-Control has agreed to remove the word "blanket"** from "blanket endorsement" in Part I. of Terms, Conditions, and Endorsements on the file that you sent me on 5/11/17. The sentence in question now reads, "General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used)".

Thanks for all of your help. **Can you please send three signed copies of the attached agreement to 47 Clay St. Oakland, CA. 94607. Attn: Michael Johnson**

**Have a great weekend,**

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

---

**From:** US Contracts [mailto:USContracts@stryker.com]
**Sent:** Thursday, May 11, 2017 3:53 PM
**To:** Johnson, Michael L; US Contracts
**Subject:** RE: sending contract

Hi Michael,

Last redlines and clean version are enclosed.

Thanks,

Alexandra Carvalho

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Thursday, May 11, 2017 10:57 AM
**To:** US Contracts
**Subject:** RE: sending contract

Attachment 9

**From:** McGehee, Stewart
**Sent:** Thursday, May 10, 2018 12:09 PM
**To:** Johnson, Michael L; Lee, Darrell R; Lee, Pat
**Subject:** RE: Raising Physio-Control $40K buffer

I agree.

Stewart McGehee, BS
Fire Division Manager
Emergency Medical Services Division
Oakland Fire Department
510-238-3736 office
510-316-3263 cell
510-238-6959 fax
smcgehee@oaklandnet.com

---

**From:** Johnson, Michael L
**Sent:** Thursday, May 10, 2018 9:28 AM
**To:** McGehee, Stewart <SMcGehee@oaklandnet.com>; Lee, Darrell R <DLee4@oaklandnet.com>; Lee, Pat <PLee@oaklandnet.com>
**Subject:** FW: Raising Physio-Control $40K buffer

Good morning.

Based upon the "out of contract" charges in the email below that stretch out over 3.5 months and total $5,133.84 (excluding the $8,193 charge for our 3-month stopgap contract), it seems to be in OFD's best interest to add additional funds to our $40K buffer. At that rate, we would be in the red in about 2.33 years. This becomes more dire if this amount only represents our equipment and not the equipment that we are set to inherit July 1st.

I recommend another $20K on top of that $40K (at our current rate) to prevent a financial emergency in a few years' time. This would authorize us to increase the contract amount from $392,000 to $412,000. Please let me know as soon as you can as I can incorporate any changes into the final draft of the staff report/resolution.

Thanks

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department

Attachment 10

**From:** Johnson, Michael L
**Sent:** Thursday, February 09, 2017 9:35 AM
**To:** Hookey, Perry
**Cc:** McGehee, Stewart
**Subject:** Community CPR

Hello, Perry.

This one just popped up on my Task List. I know that you took over this program and its transition to CORE. Can you let me know if you are still on-track to have your first Community CPR class this Saturday, February 11th? I attached the meeting summary from your December 16th meeting for your convenience.

I know that you were having difficulties finding an instructor last year and so Stew decided to have you transition the program to CORE. I do hope that the people of Oakland will finally be able to have this important and contractually mandated program; all the better if it is now free again.

Best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
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"One City, One Team."

---

**From:** Perry Hookey <phookey@oaklandnet.com>
**Date:** Thursday, February 16, 2017 4:39 AM
**To:** "Johnson, Michael L" <MLJohnson@oaklandnet.com>
**Cc:** Stewart McGehee <smcgehee@oaklandnet.com>
**Subject:** RE: Community CPR

Michael,

Good morning, the class was a great success this past weekend as we had plenty of the new instructors there and all did wonderful. A total of 36 people were trained in community CPR.

Thank you for the follow up.

Best Regards,

Perry Hookey, NR-P
EMS Coordinator/EMD-Q Unit Leader
Medical Services Division
Office 510-238-3796
Cell 510-599-7896

Attachment 11

CITY OF OAKLAND

# INTER OFFICE MEMORANDUM

**TO:** Sabrina Landreth, City Administrator **FROM:** Darin White, Fire Chief

**SUBJECT:** Medical Equipment Purchases **DATE:** February 21, 2018

---

Good day, Madame City Administrator.

As of this writing, OFD has over $100,000 in invoices for medical equipment. We are unable to pay these invoices and we stand to lose our ability to make medical equipment purchases in the near future.

**Salient Facts:**

- Measures M and N give us the ability to purchase medical equipment for Advanced Life Support and Basic Life Support programs.
- Administrative Instruction 1021, (section 2, #5) specifies that "programs that are **exempt by specific legislation**" qualify for Direct Pay. Measures M and N, theoretically, qualify for Direct Pay.
- Three staff members from EMS worked with the Purchasing Department, unsuccessfully, on medical purchase cooperative agreements with the cities of Fremont and Berkeley. EMS must now work proactively to mitigate the potentially negative ramifications of this current purchasing dilemma.

**History:**

On April 26th, 2017, Boundtree and Life-Assist vendors were assigned to EMS Coordinator, Darrell Lee. Mr. Lee handled purchases with these vendors and made sure that EMS had the medical equipment needed to carry out emergency medical services throughout the City.

In October of 2016; Program Analyst, Michael Johnson began working on a $60K, one-year contract with Physio-Control, Inc. The negotiations took one year because the vendor had at least 35 concerns with the City's boilerplate contract. That contract was completed in October, 2017.

After the Physio-Control contract was completed, unexpected medical equipment repairs (on non-covered equipment) became necessary and Physio-Control provided a discounted price on those repairs. Unfortunately, the replacement parts and equipment-generated invoices could not be paid out of the completed, paid contract. Unpaid invoices from Physio-Control total nearly $14K, alone.

Attachment 11 (continued)

**Current Status:**

Due to administrative changes within the Purchasing Department, the previous regime came to an abrupt end around August, 2017. Pat Lee, an OFD Accountant, informed EMS Staff that the previous medical purchases were covered under a Contract Purchase Order; though no formal contract has been located to undergird that CPO.

Before August, 2017; purchasing medical equipment from Boundtree and Life-Assist involved little formal planning by EMS staff and invoices were paid regularly because of the existing CPO. Since August, 2017, EMS has processed invoices at the division-level but those invoices could not be honored for payment by OFD Administration; due to the discrepancy between Purchasing's current protocols and EMS' past guidance on the issue of purchasing.

EMS is currently working with the Purchasing Department on an RFQ to select medical equipment providers based on the City's competitive process. EMS is at the very beginning of this complex process, however. The division seeks immediate assistance with this purchasing predicament. The division is also working with the affected vendors to ensure that they understand that the City is working to honor its obligations for payment.

Respectfully Submitted,

*Michael Johnson*

Michael Johnson, MPA
Program Analyst
Oakland Fire Department

Item: _____
City Council (or Committee)
Date of Report

Attachment 12

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, May 16, 2016 8:52 AM
**To:** Gulley, Gala (GGulley@oaklandnet.com); Feng, Pauline (PFeng@oaklandnet.com)
**Subject:** Budget Narrative Turned into Auditor
**Attachments:** Budget Narrative.pdf; Measure M&N Capital Expenditure Form.xlsx

Good morning, colleagues.

Gala, can you please show this to Trinette? Thanks for your help.

Here is the version that was turned in to the auditor as well as projections for capital expenditures.

Best,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

Attachment 13

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Tuesday, February 20, 2018 12:10 PM
**To:** Lee, Pat; McGehee, Stewart
**Subject:** RE: Language Line Services, Inc.

Good afternoon,

Just a reminder that the State will be taking over our language translation contract. The check we received seems to be the difference between the State's lower rate and our current provider's slightly higher rate. If we do nothing, we switch automatically. This change might be due to the Governor's recently released budget that does change and streamline 911 services across the State.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

---

**From:** Lee, Pat
**Sent:** Friday, February 09, 2018 5:01 PM
**To:** McGehee, Stewart
**Cc:** Johnson, Michael L
**Subject:** Language Line Services, Inc.

Hi Michael,

I got a credit of $345.46 from Language Line Services, Inc.. Do you know the reason? Are we going to use this company in the future?

*Pat Lee*

Accountant III
Fiscal & Administration Services Division
Oakland Fire Department
150 Frank H. Ogawa Plaza, Suite 3354
Oakland, CA 94612
(510) 238-7203 office
(510) 238-7924 fax

Attachment 14

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, November 09, 2015 1:47 PM
**To:** McGehee, Stewart
**Subject:** Scene Security Chart
**Attachments:** Relevant Codes for 3 Month Scene Security Data.docx; Scene Security Spreadsheet.xlsx

Here is the raw scene security data.

I can give you an analysis based on:

month-by-month, by service area, what percentage of calls this represents etc.

The spreadsheet represents only the most egregious examples. If I listed all examples of OPD failing to respond to requests for updates from OFD, the list would crash your computer. Just about every scene security incident entails attempts by Dispatch to get answers from PD.

I also included the list of codes through which I went in order to extract the data.

Note from the meeting today: It seems weird that OPD does not put the name of their dispatchers on the incident notes in the CAD, yet OFD does. I don't know how much they are able to change, but maybe the dispatchers name would add accountability to their process. What do you think?

Best,

Michael L. Johnson
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510-316-3263 (fax)
mljohnson@oaklandnet.com
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Attachment 15

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Friday, April 22, 2016 12:42 PM
**To:** McGehee, Stewart
**Subject:** Chart for Overtime/Comp Time Analysis
**Attachments:** 4 0 staffing worksheet.xlsx; FDC Shift Meeting notes.docx

Hello,

Here is the chart from which I will work. It has been a heuristic process but getting this part done was the uphill battle. More to come, soon.
Also, I attached the notes I took when I interviewed Ms. Emerson about FDC dynamics that might inform the final report.

Take care,

Michael L. Johnson, MPA
Program Analyst I
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team"

Attachment 16

**Johnson, Michael L**

**From:** Johnson, Michael L
**Sent:** Monday, May 15, 2017 11:29 AM
**To:** Lee, Darrell R; McGehee, Stewart
**Subject:** RE: Analysis of the designated accreditation stations

Good day, Darrell and Stew.

I hope you both are very well and had a nice weekend.

I will assume that these questions are Stew's questions from the meeting and so I will answer them point-by-point. Thank you, Darrell, for recording and sharing them with me.

- What does the data show as our top six stations to make them accreditation stations?
  - Based upon the "Oakland Fire Dept. Responses by Company-by call volume, Jan. 1, 2015 through Dec. 31, 2015" file that you sent, here are my disclaimers on the data:
    - You may not be able to assess responses by call volume, we seem to need to analyze actual response data to get a more accurate picture.
    - The only relevant code on the aforementioned file, that would correspond to Paramedic Accreditation, would be "Code 3 EMS". There might have been paramedic activity "hidden" within other fields on the sheet (for instance, an extrication might necessitate ALS procedures, or it might not).
    - For an analysis of stations, I would need the data that shows where these trucks and engines actually live. I have found that truck numbers and engine numbers do not correspond neatly to stations. Stew, can you please let me know if I should ignore that dynamic or if one of you does have a document that details where each of these apparatuses are domiciled?
  - With those disclaimers in mind, here is an answer to your question: **Engine 23, Engine 20, Engine 29, Engine 1, Engine 18, Engine 13.** Wherever these engines live, would provide trainees the most opportunity to respond to "Code 3 EMS" calls based on 2015 data.
- What is the daily call volume for each of those stations?
  - According to the File given, below you will find the average calls per day (respectively) for the engines described in the first bullet point. Disclaimer: average calls per day are the average of all calls listed in the file, therefore, this may not be an accurate gauge of "Code 3 EMS" calls. It seems to be only an indication of how busy, generally, these engines were in 2015.
    - Average calls per day: **12.6, 12.2, 12, 12.1, 11.4, 11.1.**
- What is the candidate time to complete their accreditation with the top six stations?
  - Disclaimers: Again, Engines and Stations may not neatly align. For this analysis, I will just assume that they do (i.e. Engine 23 always resides at Station 23). Also, this data is broken down into shifts: different shifts may vary in the time that they are able to complete accreditations. Since there are multiple candidates for several stations, I will assume that you would like an average, I will also assume that you want that average calculated in days. In the essence of time, I will further assume that the category "days on task" neatly corresponds to the difference between the "start date" and the "completion date".
    - **Station 23 = 36.2 days, Station 20 = 31.7, Station 29 = 6 days, Station 1= 19.5 days, Station 18 = 18 days, Station 13 = NO DATA.**
- How many of those top stations have accreditors?
  - Disclaimer: Again I will assume that engines and stations neatly align.
    - All "top stations", excluding Station 13, have accreditors.

Attachment 16 (continued)

All the best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

**From:** Lee, Darrell R
**Sent:** Friday, May 12, 2017 8:44 AM
**To:** Johnson, Michael L
**Subject:** Analysis of the designated accreditation stations

Michael,

I have attached the documents needed to analyze the data to report back to Stewart. I don't have the data to compare the 2016 calls by unit. The questions that was asked from the meeting was:

- What does the data show as our top six stations to make them accreditation stations?
- What is the daily call volume for each of those stations?
- What is the candidate time to complete their accreditation with the top six stations?
- How many of those top stations have accreditors?

Thank you for the assistance in this analysis.

Respectfully,

**Darrell Lee | EMS Coordinator, Medical Services Division**
**THE CITY OF OAKLAND**
Oakland Fire Department
47 Clay Street | Oakland, CA 94607
Direct/Voicemail: 510.238.5237 | dlee4@oaklandnet.com
MSD Main: 510-238-6957 Cell: 510-773-0836

Attachment 17

**From:** Johnson, Michael L
**Sent:** Tuesday, May 09, 2017 10:10 AM
**To:** Lee, Pat
**Subject:** LPG Invoice

Good morning, Pat.

Here is the first "prong" of the argument for the LPG invoice attached.

Recall that the issue is that **we provided fingerprint-based background checks to our last Firefighter Academy** so that they could become Probationary Firefighters.

It seems that Purchasing could process this invoice as a Direct Payment. According to the AI, there are at least three ways this could work. The two strongest arguments for a DP seem to be:

- (Item 7) That this is a legal cost. This expenditure is required by Assembly Bill 2917 and subsequently by our DHRM. OFD is legally required to have these fingerprinting services conducted as a condition of having our Firefighters legally able to provide emergency services within the State of California.
- (Item 23) That this is a fee paid to the government. Since the requirement to provide fingerprint-based information to the DOJ/FBI for the State's benefit is an unfunded mandate, our payment to a vendor who has been certified by the DOJ (http://thelpgroup.com/mobilelivescan.html) and FBI to receive and transmit this data is a payment that ultimately provides a tangible benefit to the City of Oakland via the successful recruitment of firefighters; we are providing a payment that satisfies a state requirement.

http://agency.governmentjobs.com/oaklandca/default.cfm?action=viewclassspec&classSpecID=824448&agency=2209&viewOnly=yes
**City of Oakland Department of Human Resource Management**
"Must pass a thorough background investigation that complies with the background clearance of California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI)."

http://leginfo.ca.gov/pub/07-08/bill/asm/ab_2901-2950/ab_2917_bill_20080910_enrolled.html
**AB 2917, Torrico. Emergency medical services personnel.**
"(d) Ensuring the safety of the public, as well as that of first responders, requires that any entity that employs EMTs have access to pertinent information concerning any applicant's background and criminal history as a condition of his or her employment."

"(c) (1) As part of the centralized registry system, the authority shall electronically submit to the Department of Justice fingerprint images and related information required by the Department of Justice of all EMT-I and EMT-II certificate candidates or holders, and of all EMT-P license applicants, for the purposes of obtaining information as to the existence and content of a record of state or federal convictions and state or federal arrests and also information as to the existence and content of a record of state or federal arrests for which the Department of Justice establishes that the person is free on bail or on his or her recognizance pending trial or appeal."

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)

Attachment 18

**From:** Lee, Pat
**Sent:** Thursday, July 12, 2018 12:31 PM
**To:** McGehee, Stewart
**Cc:** Johnson, Michael L
**Subject:** 14916202 OAKLAND FD PAST DUE $3,795.31 (A)

Hi Stewart,

Please prepare a memo for Chief White to request CAO office's approval to pay for the O/S invoices. Thanks.

*Pat Lee*

Accountant III
Fiscal & Administration Services Division
Oakland Fire Department
150 Frank H. Ogawa Plaza, Suite 3354
Oakland, CA 94612
(510) 238-7203 office
(510) 238-7924 fax

---

**From:** Johnson, Michael L
**Sent:** Thursday, July 12, 2018 12:42 PM
**To:** Lee, Pat <PLee@oaklandca.gov>
**Cc:** McGehee, Stewart <SMcGehee@oaklandca.gov>
**Subject:** RE: 14916202 OAKLAND FD PAST DUE $3,795.31 (A)

Hello, Pat.

Thanks for this. In that memo, we should also ask for funds to pay outstanding balances for Boundtree and Life Assist to wrap them all into the same process. Can you give us those outstanding balances as well?

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

Attachment 19

**Johnson, Michael L**

**From:** McGehee, Stewart
**Sent:** Tuesday, January 03, 2017 1:00 PM
**To:** Johnson, Michael L; Diaz, Luis; Feng, Pauline
**Subject:** Re: Oakland Fire: Commitment to Fund + Signed Purchase order

Thanks

Stewart McGehee
Fire Division Manager
Medical Services Division
Oakland Fire Department
Office 510-238-3736
Cell 510-316-3263

---

**From:** "Johnson, Michael L" <MLJohnson@oaklandnet.com>
**Date:** Tuesday, January 3, 2017 12:38 PM
**To:** Stewart McGehee <smcgehee@oaklandnet.com>, Luis Diaz <ldiaz@oaklandnet.com>, "Feng, Pauline" <PFeng@oaklandnet.com>
**Subject:** FW: Oakland Fire: Commitment to Fund + Signed Purchase order

I forgot to send this to you all.

**RE:** Extended Maintenance for years 6 and 7 of Public Safety Access Point Customer Premise Equipment (911 systems).

Best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

-----Original Message-----
From: LEADEN, FRANK [mailto:fl029b@att.com]
Sent: Monday, December 19, 2016 4:22 PM
To: Johnson, Michael L.
Subject: RE: Oakland Fire: Commitment to Fund + Signed Purchase order

Michael.

This is all I need.

I will update our maintenance records to reflect the extended maintenance.

Attachment 19 continued

Have a Merry Christmas,

Frank

Frank Leaden
AT&T Public Safety Solutions
Application Sales Executive
ENP, CISSP
415-794-7376

www.att.com/publicsafety

-----Original Message-----
From: Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
Sent: Monday, December 19, 2016 3:45 PM
To: LEADEN, FRANK <fl029b@att.com>
Subject: Oakland Fire: Commitment to Fund + Signed Purchase order

Good day, Frank.

Please let me know if you need a physical copy of these documents as well.

Best,

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

-----Original Message-----
From: OFDEMS_TOSHIBA32598@oaklandnet.com [mailto:OFDEMS_TOSHIBA32598@oaklandnet.com]
Sent: Monday, December 19, 2016 4:42 PM
To: Johnson, Michael L
Subject: Send data from MFP11244341 12/19/2016 16:41

Scanned from MFP11244341
Date:12/19/2016 16:41
Pages:2
Resolution:300x300 DPI
---
Document sent from Toshiba copier. Please do not reply to this message.

Attachment 20

**Johnson, Michael L**

| | |
|---|---|
| **From:** | Johnson, Michael L |
| **Sent:** | Friday, August 31, 2018 3:57 PM |
| **To:** | Robinson Pinon, Angela C; Gist Skinner, Trinette; McGehee, Stewart |
| **Cc:** | White, Darin; Lee, Pat |
| **Subject:** | RE: Paying Outstanding invoice for Bound Tree, Life-Assist, Physio Control & Arrow |
| **Attachments:** | The PO for Boundtree until August 2019.pdf; Actual Staff Report.pdf; RESO 87253 CMS.pdf |

Thanks again. Here are the vendors and our balances with them from Trinette's email earlier.

| | |
|---|---|
| Bound Tree | $70,233.84 |
| Life-Assist | $10,148.01 |
| Physio-control | $3,983.23 |
| Arrow | $2,129.23 |

For Boundtree, the "Competitive Process Waiver Request Form For One Time Purchase Up to $50,000"form doesn't seem to fit because the balance is well over $50K.

Life-Assist and Arrow have no documents (that I have been able to locate) that show that they have been approved or vetted by the City. So they would not be able to fulfill this requirement in the typical sense.

Pat has the invoices in her possession and they must have been used in order to tabulate the figures below, we could use those but it might be better to attach a ledger with each past-due vendor.

Lastly, I don't have enough information about how these purchases were made nor how the vendors were selected to effectively complete the Contract Authority Checklist for Life-Assist and Arrow. I defer to Stew's institutional memory and unique vantage point on this portion.

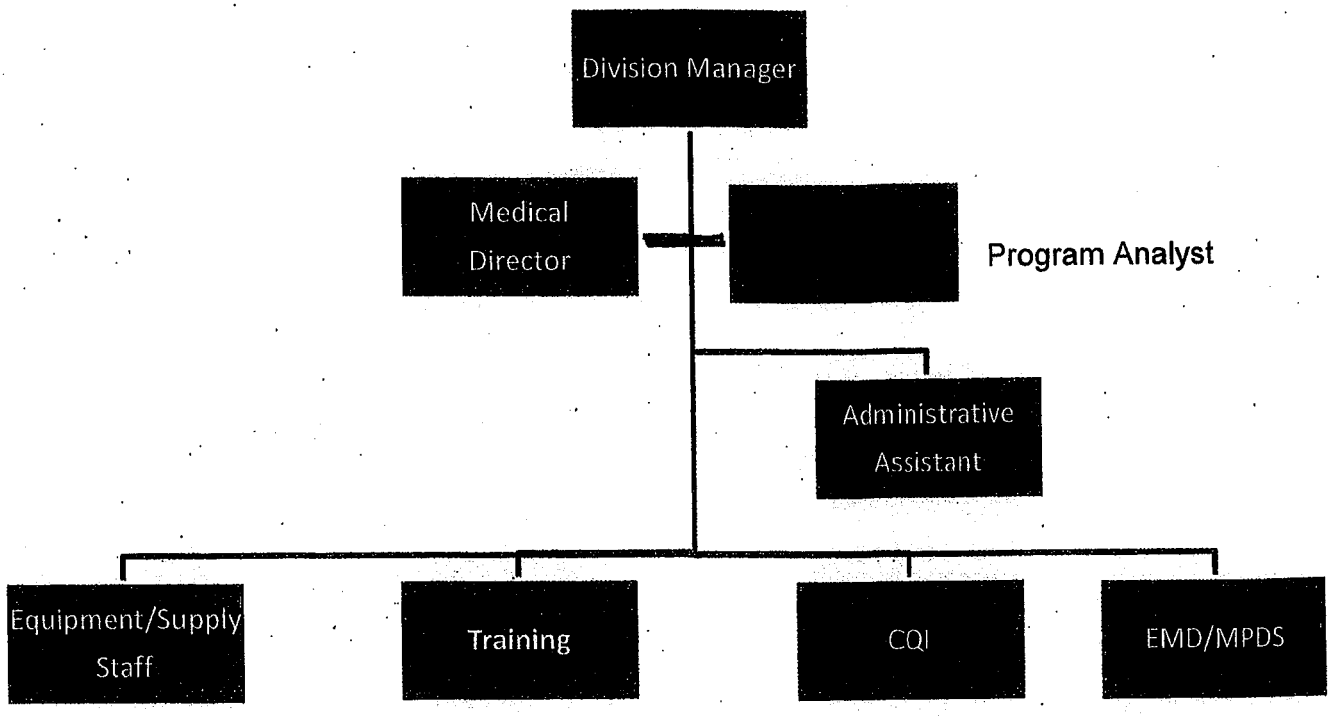
With those caveats out of the way, here are some documents that can assist should the City Administrator require more documentation upon this request.

- Physio-Control Agenda Report/Reso-shows how Physio was selected.
- The Boundtree PO that was just issued by purchasing –the completion of the RFQ process.

Thank you all. We are almost to the finish line on this issue.

Have a nice and relaxing Labor Day Weekend.

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."




MSD Org Chart from Sept. 2015.

-Sent to HR on 8/13/2018

**Oakland Fire Department**
**Medical Services Division**
**EMPLOYEE QUESTIONAIRE**
***(limit responses to three pages or less)***

**Name:** Michael L. Johnson
**Position Title:** Program Analyst
**Evaluation Period:** 2016-2017
**Date Response Due:** March 13, 2017

*Please complete the questions listed below. You will be given up to two hours of work time over a 3 – 5 day period to complete the form. The information you include will be used by your supervisor in writing your evaluation. If your response is not received by the date listed above, your supervisor may proceed with writing the evaluation without your input.*

1. **List the job activities, tasks, or projects on which you have worked. Please highlight and describe your major accomplishments and special projects. Identify any supervisors or Team Leaders with whom you worked, other than your primary supervisor.**

   a. Worked with Purchasing, Accounting, Contract Administration, The City Attorney's Office, The Clerk's Office, Risk Management, and various others to negotiate and execute several contracts and agreements worth at least $500,000.

   b. Resolved disputes with vendors and facilitated payment and payment processing; thus enabling MSD to secure whatever items it needs in an expedited manner.

   c. Wrote the budget narrative that was approved by the City Auditor; this audit required our financial projections and also to account for several past years where the audits had not been performed. I worked with an interdisciplinary team to help MSD get through this audit.

   d. Coordinated the donation of medical waste as well as the reverse distribution of controlled substances.

   e. Using the CAD, I conducted several analyses to inform the manager's decision-making in MSD and Communications (4-0 Staffing Report, Sick Leave Abuse, Interventions Analysis, Scene Security, Senior Overtime etc.).

   F. Reconfigured the Community CPR program by setting up a partnership with OPR, marketing work, site planning and security, financial analysis and reporting, and program recruitment.

G. Working closely with Accounting to balance Measure M and N budgets.

H. Keeping items off of the City Council Agenda, negotiating with attorneys and risk managers and generally finding innovative ways to cut through red tape and allow the manager to function at the highest level possible (Physio Contract, etc.).

I. Worked with Governor's Office of Emergency Services, PSAP Customer Premise Equipment vendor, purchasing and accounting to extend the Master Purchase Agreement for the 911 Hardware in the FDC (a $60K value). Improvised a strategy to receive the extension when a colleague provided incorrect information and we missed a key deadline.

2. **What job changes have occurred since your last evaluation, and what impacts have these changes had on your job? For instance, have you needed to develop new knowledge, skills, or abilities to adjust to these changes? What challenges have arisen? How have you overcome them?**

I have continually needed to develop new skills to adapt to requests. The newest skill is: conducting independent research to justify purchases over $500. I learned this because, due to administrative changes, I am expected to justify each item (even past ones) over $500; whereas this was not a requirement in the past.

3. **How do your work accomplishments correspond with the City Council's goals?**

My work allows the City Council to function on a higher level by solving issues that arise here, at this level. I have also brought potential liabilities that the City might face to my Supervisor (Scene Security issues with OPD, Clean Water Act Violations etc.) So that the City has a chance to know and practicably solve what is going on before issues become a liabilities.

4. **What interests you most about your job assignment? What interests you least?**

I am most interested in developing new skills to solve complex problems MSD or communications might face. The local Cost Plus World Market interests me the least.

5. **What new work responsibilities would you be interested in undertaking? What skill areas would you like to expand or gain experience in? What training, equipment, or resources would be needed, if any, to help you undertake the new work responsibilities?**

I would like to help OFD avoid liabilities by working with OPD to reduce the time that victims of violence must endure before scenes are cleared and OFD personnel can begin life-saving treatment.

6. **Have you identified any areas in which you would like to improve? What specific targets have you established?**

I have not established any targets but I use metacognition in pursuit of improvement.

**FUTURE PERFORMANCE TARGETS: (must be measureable)**

1. Meet Deadlines.

2. Work with Colleagues.

3. Take more time to think through challenges, even when out of the office.

CITY OF OAKLAND

**DEPARTMENT OF HUMAN RESOURCES MANAGEMENT**
RECRUITMENT & CLASSIFICATION DIVISION

# POSITION DESCRIPTION QUESTIONNAIRE
## PART I: INCUMBENT DATA

The purpose of this Position Description Questionnaire (PDQ) form is to obtain information about your current position including the duties you perform, your level of authority and responsibility, and the skills and abilities needed. The information you provide will be used to determine the correct classification of the position you hold. We recommend you first read through the entire document so that you understand the information we are asking for in each section. It is very important that you provide accurate, detailed information about your current job duties.

**DIRECTIONS:**

1. Please complete all sections of the questionnaire and give specific examples that accurately describe your work. Please review your answers for specificity and completeness.
2. When complete, make a copy for your own records and forward the original documents to your supervisor.
3. If you have any questions, please email the Classification Unit at class.comp@oaklandnet.com.

## SECTION A - BACKGROUND INFORMATION

| | |
|---|---|
| Name: Michael L. Johnson | |
| Email: mljohnson@oaklandnet.com | Phone Number: (510) 637-0337 |
| Department/Division/Unit: Oakland Fire, Medical Services Division. | |
| Work Location Address: 47 Clay St. Oakland, CA. 94607 | |
| Current Classification: (Exact Title) Program Analyst I | ☑ FT ☐ PPT ☐ PT ☐ Other: |
| Current Working Title, if applicable: (concurrent with present work duties being performed) Senior Analyst I | |
| # of months performing current duties: 20 | Are you receiving "acting pay"? ☑ No ☐ Yes If so, how long? |
| Have you ever participated in a Classification Study, requested a desk audit, or been reclassified? ☑ No ☐ Yes If yes, please provide the estimated date and describe the final outcome: | |
| Have you ever competed in a selection process for any other position with the City of Oakland? ☐ No ☑ Yes If yes, please specify for which recruitments using exact titles: Policy Analyst-Oakland City Council, Special Assistant to the Mayor I-Mayor's Office. | |

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AX-22-50
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## SECTION B - DUTIES

In one or two sentences, please state the overall purpose of your job:

I create programs, oversee two budgets of roughly $9 million (FDC and MSD), negotiate hundreds of thousands of dollars in complex contracts, and otherwise allow the Division to meet various local, state, and federal obligations.

1. Please list the major and essential duties you currently perform and describe in detail what you do.
2. For each duty listed, provide your best estimate of the frequency by inserting the corresponding number that best describes the amount of time spent.
3. In the right hand column, provide your best estimate of the percent of your total working time normally spent on each task so that the total percentage for all duties = 100%.

| Duties | Frequency<br>1 = Daily 2 = Weekly 3 = Monthly<br>4 = Quarterly 5 = Annually<br>6 = As Needed | |
|---|---|---|
| | Frequency | Percentage |
| Contract Negotiations | 1 = Daily | 40 |
| Program Development | 2 = Weekly | 15 |
| Data Analysis | 6 = As Needed | 10 |
| Budgeting Work | 2 = Weekly | 15 |
| Legislative Research | 2 = Weekly | 10 |
| Intergovernmental Work | 3 = Monthly | 10 |
| | Total (must be add up to 100%): | 100 |

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## SECTION C - IMPORTANT & ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES (KSAs)

**Knowledge:** refers to the concepts and information gained through experience, training and/or education and can be measured through testing.
**Skills/Abilities:** refers to the proficiency and capability which can be demonstrated and are typically manual in nature and/or can be measured through testing.

**What are the knowledge, skills and abilities needed to perform this job?**

The knowledge, skills, and abilities needed to perform my current job are as follows:

An intimate knowledge of how City government works, institutional memory, contract negotiation, research and analysis techniques, budget development and administration, community resources and organizations, program development and evaluation, effective and persuasive communication with the public and higher levels of government, working independently and setting priorities, maintaining meticulous records and maintaining confidentiality, the ability to conceptualize programs depending upon community needs, a keen understanding of translating contracts into real-world scenarios, the ability to innovate solutions to complex problems, to understand the legal ramifications of minor changes and nuances in meaning, an ability to map out bureaucracies and find opportunities for leverage, interpret and analyze complex (and often technical) reports.

**What additional knowledge and skills could be learned on the job?**

The supervision of staff could be learned on this job as things would happen faster if I had supervisory authority.

## SECTION D - WRITTEN PROCEDURES/GUIDELINES/MANUALS/POLICIES

**If you have any procedure manuals, guidelines, policies, references, tables, laws, rules, etc. to assist you in performing your duties and responsibilities, please identify and describe such materials and how they are used:**

The Master Fee Schedule: Setting rates and reimbursements for programs
Legister website: To find the implications of council actions on MSD/FDC's operations
Administrative Instructions: various documents that guide my ability to solve budgetary/purchasing issues.
The County Ambulance Contract: budgetary and operational obligations

Book: "Government Contracts Compliance" -to facilitate contract negotiations
Book: "Working with Government Agencies in Government Contracts Law"-to facilitate contract negotiations

Graduate Courses Taken at UC Davis: Theories of Persuasive Communication, Urban Economics, the Political Economy of Urban and Regional Development, The Ghetto: Contemporary Issues and Controversies, Social Solidarities, "Doing-Debating-Development",

1.9 Years as a Policy Analyst, providing intimate knowledge of how the Council works.
7 months as a Graduate Intern for the City Administrator, providing intimate knowledge of how City Administration works.
1.5 years as a Special Assistant to the Mayor, providing intimate knowledge of how the individual parts of the City work (at their very best).

OFD Policies and Procedures and a host of other references.

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## SECTION E - DECISION MAKING/PROBLEM SOLVING

**List examples of decisions or commitments you regularly make without prior approval. Who is directly affected and how?**

I make decisions about how to pursue contract negotiations and what strategies will allow consensus between vendors and the City. I also make decisions about how to engage stakeholders at higher levels of government in order to ensure that operations here run smoothly. I regularly make decisions around how to solve problems that were created before my tenure and had since festered.

**What types of questions or issues would you usually take to your supervisor for advice or resolution? Give specific examples.**

I ask my supervisor visionary questions in order to learn his overall goal. I get help from him when that help involves a personal relationship that he may have cultivated with a particular City Employee. It is a rare occurrence that I ever need help from my supervisor, however, I would estimate the likelihood at twice per quarter. I develop the procedures and techniques to help the manager manifest his vision. As a professional, I "profess" to know how to utilize and create systems in the pursuit of successful work product.

**Briefly describe two typical problems or difficult/sensitive situations you have been called upon to deal with in performing your duties and how you dealt with/solved each situation.**

Typical Problem 1:
The department had been paying our emergency communications and external auditing vendor for five years without a City Contract. The City was in a VERY vulnerable position while the vendor was covered under a service agreement that the City had signed. I found out about this issue before the service agreement expired, brought it to the attention of my supervisor, then worked directly with the vendor, the City Attorney, Accounting, Risk Management, and Contract Administration to develop a strategy to create a contract without going back to the City Council and without them ever knowing how vulnerable we had all been. The Chief of Staff in the Fire Department indicated that this issue would have to go back to the Council but I found a way to shorten the contract duration, and reduce the contract cost to a level that would not trigger council reauthorization. The vendor balked at 34 legal items contained in the 26 page PSA. I researched each of those items and got them resolved.

Typical Problem 2:
We underwent an audit last year and the FDC and MSD had not been audited in years. There were many issues with the ways in which we purchased, how we justified payments, and our future projections. I became the liaison to the Auditor's office and the point of contact. Anything they needed, I found a way to get it. The auditor asked my supervisor to work with the City Attorney to get specific answers. I did so. I was reprimanded for engaging with the City Attorney. Immediately thereafter, my supervisor was reprimanded for not contacting the City Attorney. With no rubric, I utilized the City of Piedmont's budget narrative format and that became the basis for the format our interdisciplinary team ultimately used. I then worked with accounting to translate the budgetary concepts discussed there to my supervisor. I researched the implications of every change and worked independently with affected staff to justify and help relocate expenses associated with them.

## SECTION F - SUPERVISION EXERCISED

Do you directly supervise anyone? ☐ No ☑ Yes
If yes, please specify number of staff and identify the exact classification titles:

I supervise others in the sense that I develop a plan, get it approved by my supervisor, and then ask other staff to help me fulfill the plan that I created-to OFD's benefit.

## SECTION G - EQUIPMENT AND MACHINE OPERATION/COMPUTER SOFTWARE

In the performance of your duties, are you required to operate any equipment such as computers and software, calculators, forklifts, copiers, fax machines, hand/power tools, etc.? ☐ No ☑ Yes
If yes, please list the equipment, machines, tools and/or software programs that you use and the purposes for which you use them.

| | Equipment, Machine, Software, etc. and Purpose |
|---|---|
| 1 | Desktop Computer and Printer: Creating reports, independent research, communications. |
| 2 | Neat Desk: digitization and archival of important invoices, report generation |
| 3 | CAD System/Crystal Reports: Operations Analysis |
| 4 | Microsoft Office: Office Applications, Document creation |
| 5 | Fax/Copier: to send and receive important documents and digital documents |
| 6 | |
| 7 | |
| 8 | |

Does your work require you to drive an automobile or other vehicle? ☐ No ☑ Yes
If yes, describe the type of vehicle, the purpose of use, and frequency:

travel to OFD admin offices, and City Hall Plaza.

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## SECTION H - WORKING RELATIONSHIPS/HUMAN INTERACTION

Please list your contacts below. For each type of contact, indicate the purpose of the contact by inserting one of the corresponding numbers provided below on each line.

**PURPOSE OF CONTACTS**

1 = Provide information/service
2 = Coordinate services, projects, and/or activities
3 = Solve problems for services, projects, and/or activities
4 = Supervise and direct others
5 = Negotiate within policy
6 = Negotiate involving policy changes
7 = Other (specify below in remarks)

| | Type of Contact (List Classification titles) | MAIN PURPOSE |
|---|---|---|
| 1 | Within work section/unit: Dispatch Manager | 3 |
| 2 | Within Department: Accountant III, Fiscal and Admin Svcs. | 5 |
| 3 | Within City: Chief Assistant City Attorney | 5 |
| 4 | Vendors or outside agencies: Regional Manager | 6 |
| 5 | Other Federal, State, local or non-profit agencies: Governor's Office of Emergency Services | 6 |
| 6 | Committees, Boards & Commissions: Public Safety Committee/City Council | 1 |
| 7 | General public: Constituents by phone or in-person | 3 |
| 8 | Other (specify): City Auditor: Performance Audit Manager | 3 |

## SECTION I - PHYSICAL ACTIVITIES/REQUIREMENTS

This section helps us understand the physical activities and requirements that are absolutely necessary for you to successfully perform your job.

Does your work require any physical exertion such as bending, lifting, carrying, climbing or work in tight spaces, etc? ☑ No ☐ Yes

If yes, describe the circumstances of such activities and indicate corresponding amounts of weight, if applicable.

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## SECTION J - QUALIFICATIONS

| EDUCATION | | | | | | |
|---|---|---|---|---|---|---|
| Name, City and State of High School, Colleges/Universities | Units Completed Semester | Units Completed Quarter | Course of Study/Major | Type of Degree? | Completed? Y | Completed? N |
| Berkeley High School | 230 | | General | H.S. Diploma | ☑ | ☐ |
| UC Riverside | | 190 | Soc, Psych, Anthro | Bachelor of Arts | ☑ | ☐ |
| UC Davis | | 48 | Public Policy | Master of Science | ☑ | ☐ |

| Other relevant courses and training | Name & Location of Institute | Length of course | Date Completed |
|---|---|---|---|
| See Section D | | | |
| | | | |
| | | | |

| Professional licenses or certificates | Certificate Number | Date Issued | Expiration Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## SECTION K - COMMENTS

Is there an existing City classification which you believe captures the work that you perform?
☐ No ☑ Yes
If yes, provide exact classification title:

Program Analyst III

I certify to the best of my knowledge that the information contained in this questionnaire is an accurate description of my current duties and responsibilities as required by the position I hold.

Signature of Employee

4/20/17
Date

| DHRM USE ONLY |
|---|
| ☐ Complete PDQ = assign to staff<br>☐ Incomplete PDQ = return to department |
| Analyst: _____ Date: _____ |
| Comments/notes: |

FORM #05211-0002
REV. 01.31.11



AX-22-56
56

**From:** Johnson, Michael L [mailto:MLJohnson@oaklandnet.com]
**Sent:** Monday, October 09, 2017 9:55 AM
**To:** Sotelo, Amadis
**Cc:** Parker, Barbara; McGee, Jr., Otis; Moreno, Doryanna
**Subject:** OFD: Vendor Concerns about City's IT PSA

Good morning, Amadis. I hope that you are well.

OFD is currently working with a company called BeezWax to manage our FileMaker databases. They had some questions on the City's IT PSA (attached). I have copied their questions below and highlighted the answers that I gave. Can you please comment on these answers and/or provide acceptable language to assuage the concerns of the vendor. Alternatively, if you just comment, I can try to change those parts of the contract and send it back to you.

**Vendor Comments:**

7.d. — We don't have the rights to license FileMaker Pro itself; those rights are held by FileMaker, Inc. However, the FileMaker application will be required to run our software. This is probably not relevant (since FMP isn't strictly part of our Services or Deliverables), but I wanted to highlight it because the implications are significant.

- The City can change the language in this portion to specify that only the deliverables and results of services are "owned" by BeezWax. Celso Ortiz will advise.

8.a. — We bill accrued time bi-weekly, rather than according to pre-specified milestones or Deliverables. Also, we'll need some guidance regarding the "Acceptance Certificate"; I don't believe we've used them in our past work with you (though if I'm mistaken, Jules and I can get guidance from Rachel).

- The City can pay using an SPO and deliverables can be defined as occasions upon which the City successfully receives tech interventions from vendor. This appears to be an OFD contract administration in issue.

9.1 (b) — It's not clear what happens if we assert we need more than 5 days, but Oakland Fire does not agree.

- Oakland Fire will be the Liaison between the City of Oakland and BeezWax. We are confident that this would not become an issue because you would only deal with OFD personnel with clearly articulated goals for each task. This appears to be an OFD contract administration in issue.

13. (b) (i) and (ii) — These costs are potentially astronomical. In the case of the very small scope of work under current consideration, I guess it's not a big concern, but I wanted to raise this as a concern.

- "time allowed" is an amorphous term defined by OFD. Since this contract will consist of a series of small tasks, under the advisement of OFD personnel. This part of the contract can be amended, or expectations around project deadlines can be changed in another part of the contract. This appears to be an OFD contract administration in issue.

15. — We believe we're sufficiently solvent that the Bond is not needed.

- Because of the nominal value of this contract (about $3,400), I will look into having this waived or identifying whether or not this is relevant to such a small contract. Consult Contract Compliance.

16. (d) — The phrase "without regard to any alleged or actual contributory negligence" is concerning; ostensibly, if I'm reading this correctly, we could be fully on the hook for 100% of a problem when we contributed 1% to it and an "Indemnitee" was culpable for 99% of it. Am I reading this correctly?

- I share your concern with this statement within the provision and I think I can get the language changed so that it's more generous to the vendor. Celso Ortiz will advise.

22. — This only applies to our efforts to get this project, correct? If the best person on our team to do the actual work turned out to be a part-timer or a 1099 contractor, that would be no problem…?

- There is a sheet where you can state which subcontractors might be working on the project. There is some wiggle room here. The City seems to just want to make sure that the intention is to use fulltime employees. Consult Contract Compliance.

24. (a) (7) — Not quite clear how we are to do this. Does this mean that we just reaffirm this in the specific proposals we send you? Or do we need to make an adjustment to our internal contracts? It doesn't make sense for us to amend our employees' contracts…

- This section compels companies to make it clear to subcontractors that conflicts of interest (political stuff) is generally off-limits. It does not mean you have to change any employee contracts, however. This is statement of California law included to put the contractor on notice. Contractor needs to make sure they are in compliance.

Michael L. Johnson, MPA
Program Analyst
Medical Services Division
Oakland Fire Department
510-637-0337 (office)
mljohnson@oaklandnet.com
"One City, One Team."

On Sep 27, 2018, at 9:21 AM, Johnson, Michael L <MLJohnson@oaklandca.gov> wrote:

Good morning, Trinette and Sonia. I hope you are well.

A colleague at County EMS just informed me of this requirement for EMTs and Paramedics. I just sent it to Stew and figured I would share it with you since you both helped me find out about our internal DV training.
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1973&firstNav=tracking

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

---

**From:** Gist Skinner, Trinette
**Sent:** Thursday, September 27, 2018 12:49 PM
**To:** Johnson, Michael L
**Subject:** Re: New DV training requirements from the State

Thanks for the heads up.

**Trinette Gist Skinner**
**Fire Division Manager**
**Fiscal & Administration Services Division**
**Oakland Fire Department**
(510) 238-4936 office
(510) 238-4705 fax

**On Thu, Dec 6, 2018 at 8:59 AM Johnson, Michael L <MLJohnson@oaklandca.gov> wrote:**

Good morning, Gene.

Here is an important disclaimer from the City:

As of October 1st, 2018, any invoices that you send to us must contain the PO number (2016007525) related to this Professional Services Agreement. If you have submitted an October 1st invoice, please resubmit it with the PO number referenced above. If you have any questions or require any assistance, please don't hesitate to reach out.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One Team."

---

**From:** Gene Hern <emergentt@gmail.com>
**Sent:** Friday, December 07, 2018 10:00 AM
**To:** Johnson, Michael L <MLJohnson@oaklandca.gov>; Dillard, Sylvia <SDillard@oaklandca.gov>; Dillard, Sylvia <SDillard@oaklandca.gov>
**Cc:** Hern, Gene <MedicalDirector@oaklandca.gov>; McGehee, Stewart <SMcGehee@oaklandca.gov>
**Subject:** Re: October 1st Invoices and Beyond

Thank you.

I have re attached the invoices for Oct and Nov and have used the asked for PO number.

I'm now not sure who I should send them to so I'm sending them to everyone.

Thanks,

Gene

**From:** Johnson, Michael L
**Sent:** Monday, September 17, 2018 11:17 AM
**To:** Dholakia, Sagar <SDholakia@oaklandca.gov>; Teshome, Theodeross <TTeshome@oaklandca.gov>; Lee, Pat <PLee@oaklandca.gov>; Marubayashi, Fred <FMarubayashi@oaklandnet.com>
**Cc:** Haliburton, Fred <FHaliburton@oaklandca.gov>; McGehee, Stewart <SMcGehee@oaklandca.gov>; Gist Skinner, Trinette <tgistskinner@oaklandca.gov>
**Subject:** RE: Need Inter Office Memo
**Importance:** High

Good morning, esteemed colleagues.

After a weekend of rumination on this contracting issue, it has come to your memorialist's attention that several steps need to be taken in order to solve what is sure to become an issue in the near future.

First, Despite the fact that we sporadically buy intraosseous supplies, **we still have no contract** with a provider of these specialty products. We have historically utilized Arrow/Teleflex and, as such, **we continue to generate invoices that we cannot pay.**

Second, the invoices provided by the vendor may not reflect current totals and it is imperative that we ascertain exactly how much we owe and try to eliminate all purchases made out of contract. To that end, I have asked my colleagues about any purchases made after our last verified Arrow invoice (5/22/18) and I have also encouraged them not to order (if at all possible) until we have a contract in place for these supplies (attached).

Third, I have created a requisition with the intraosseous supplies that we have purchased over the last two years. I have attached the screenshot of requisition 201903687 for your convenience. Fred Marubayashi and Sagar were helpful in the RFQ process for our previously created medical equipment contracts and I am hoping that we can count on their expertise in this contracting process as well.

Finally, please let me know if there is some information that I am missing in this attempt to maintain fiscal responsibility for the Division and the Department in general.

Thanks,

Michael L. Johnson, MPA
Program Analyst
Emergency Medical Services Division
Oakland Fire Department
510-637-0337
mljohnson@oaklandca.gov
"One City, One

CITY OF OAKLAND

# *STAFF REPORT*

**DATE:** June 20, 2019

**TO:** The Honorable Civil Service Board

**FROM:** Jaime Pritchett
Principal Human Resource Analyst

**THROUGH:** Greg Preece, Human Resources Manager, Recruitment & Classification

**THROUGH:** Ian Appleyard, Director of Human Resources Management
Secretary to the Board

**SUBJECT:** Report Regarding the Appeal of Classification Study Results for the Program Analyst I position held by Michael Johnson

## RECOMMENDATION

**Staff recommends that the Civil Service Board deny the appeal of classification study results for the Program Analyst I position held by Michael Johnson and uphold the findings of the Position Audit.**

## SUMMARY

At the request of the incumbent, a Program Analyst I position in the Oakland Fire Department was evaluated to determine whether the position was appropriately classified or if the preponderance of work being performed demonstrated that the position should be reclassified to another classification. Human Resources Management (HRM) staff conducted a study of the position and issued a finding on behalf of the Personnel Director that the position was appropriately classified. The incumbent, Michael Johnson, has submitted to the Civil Service Board an appeal of HRM's findings, pursuant to the Personnel Manual (Civil Service Rules) section 3.04(e).

The appellant presented an appeal document in which he makes many assertions that his assigned duties exceed the scope, nature and complexity of work of a Program Analyst I. However, the examples he provides do not demonstrate that his position is performing work beyond the Program Analyst I classification. Many of the duties he describes are already required of the classification and are adequately represented in the existing classification allocation. In reviewing the appellant's materials, HRM staff again finds that the appellant has not provided sufficient evidence that the work performed represents duties that are beyond the scope of the current classification or are more consistent with another classification.

Staff recommends that the Civil Service Board deny the appeal of classification study results for the Program Analyst I position held by Michael Johnson on the basis that the concerns raised and information provided by the appellant do not support a finding that the Position Audit conducted by Human Resources Management should be overturned.

## BACKGROUND

Michael Johnson, submitted a Position Description Questionnaire (City Attachment AA), which was received on May 9, 2017, requesting that his position be reclassified from Program Analyst I to Program Analyst III. Due to the backlog of classification studies, Mr. Johnson's study was not initiated until more than a year later. Once the study was initiated, staff from HRM met with the appellant on multiple occasions - August 13, 2018 and January 14, 2019. Separate meetings were held with Mr. Johnson's supervisor, Stewart McGehee, on October 24, 2018 and November 29, 2018. There were also a variety of email exchanges spanning this period. The information was analyzed and the final findings were released to the appellant in a "Letter of Determination" and "Position Audit Report" (City Attachment BB) on April 26, 2019. The appellant was informed of his right to appeal pursuant to Civil Service Rule Section 3.04(e). He submitted a request for appeal on May 10, 2019 (City Attachment CC). The appellant submitted a second appeal document on June 6, 2019 (City Attachment DD).

Per Civil Service Rule Section 3.04 (e), an employee who does not agree with the outcome of a classification study "shall have an opportunity to be heard by the Board before the Personnel Director's decision becomes final." All parties shall be able to present their positions orally or in writing and the Board will issue "a final and binding decision regarding the classification issue in dispute."

The purpose of a classification study is to evaluate the <u>duties as assigned to the position</u> (not the incumbent) and determine whether those duties align with the classification title as allocated to that position or if the work being performed more appropriately aligns with a different classification. To make this determination, HRM staff conduct an in-depth analysis based on the incumbent's position description questionnaire, consultation with the incumbent and the supervisor, and a comparison of the duties being performed against the classification specification assigned to the position. If the preponderance (more than half) of the assigned duties align with the existing classification, HRM staff is unlikely to recommend a change in classification. By the same token, if more than half of the duties performed are *not* on the classification specification a recommendation for reclassification is likely.

When evaluating a position through the desk audit process, the volume of work performed is not a consideration because the tasks are fundamentally the same despite how many times each task is performed. Employee performance and quality of work are also not evaluated during a classification study – there are always higher and lower performing employees in any given classification. Similarly, an employee's personal characteristics and background (helpful attitude, education, training, experience, previous City jobs, passion, and ambition) are not factors considered in a classification study. Finally, analysis of the compensation level for the classification is not factored into a position audit.

## ANALYSIS

HRM staff conducted a classification study of Mr. Johnson's position and the analysis demonstrated that the assigned duties align with the current classification – Program Analyst I. The full analysis is contained in the "Analysis & Justification" section of the Position Audit Report (City Attachment BB).

The Program Analyst I (City Attachment EE) classification is an entry-level classification responsible for: assisting in program planning, research, analysis and development; drafting grant proposals and reports; assisting in the implementation of programs; and providing assistance to community organizations, district boards and citizen advisory bodies. The incumbent reports to the Fire Division Manager and has no direct or indirect reports, does not supervise, and does not provide lead direction.

In contrast, the Program Analyst III (City Attachment FF) differs from the Program Analyst I Program Analyst II (Attachment GG) classifications in that the III level is an advanced journey-level classification in the series that supervises professional staff or acts as a team leader on complex projects. Incumbents direct or develop programs, find sources of funds, administer programs and contracts, and evaluate results. Per the Definition section of this classification specification, incumbents are responsible for: "directing or performing program planning, research, analysis and development; negotiating and administering contracts; writing grant proposals and submitting applications; implementing and monitoring programs; preparing reports and drafting proposed programs; performing needs assessment; providing assistance to community organizations, district boards and citizen advisory bodies; and supervising assigned staff."

The full analysis can be found on Pages 7-9 of the Position Audit Report. Absent proof of higher level duties and enough out-of-class duties to surpass the threshold for reclassification, HRM determined that the present classification allocation of Program Analyst I is adequate in describing the duties assigned to the appellant's position.

## CITY'S RESPONSES TO APPELLANT'S ASSERTIONS

The appellant makes many assertions in his appeal documents (Attachments CC and DD) that outline his objections to the final findings of the study. However, the majority of his concerns fall outside the scope and purpose of a classification study and therefore they are not addressed in the classification review of the position.

Mr. Johnson's assignment was reviewed at a specific point in time, as is true of all classification studies. The information provided in the Position Description Questionnaire addresses what has occurred in the past right up to the date of submission. While HRM staff are engaged in the classification study, the previously submitted information is verified to determine if it is still accurate or if anything has changed. The final findings are issued and are reflective up to that release date. The following discussion addresses the information submitted in the appellant's appeal documents received in May this year.

The appellant possesses several years of education and experience and is dedicated to the position, which are no doubt valued by the organization. He embraces continuous learning principles and he should be complimented for seeking academic and personal growth. However, years of experience, knowledge, skills, education, supervisory ratings or any other performance, competency or evaluation are not factors considered within a classification study. A classification study does not evaluate the individual; rather, it evaluates the duties assigned to the position that is held by the individual. As such, factors that are more generally categorized as

"personal performance and qualifications" are not factors considered within a classification study. Only categorization of duties as allocated to a position can be considered.

The following sections summarize the appellant's claims and offer the City's response to each:

**#1 Position is Not Supervised or Evaluated:** The appellant states that he works without supervision and evaluation and has decision-making authority.

> City response: No position in the City is without supervision or oversight of some degree. The appellant receives annual performance appraisals that evaluate his work for the given appraisal period and these documents factor in aspects of the Employee Questionnaires that he submits to his supervisor. HRM can confirm that he received probationary appraisals during the first year he was employed by the Fire Department and there is an annual performance appraisal covering May 1, 2017 to April 30, 2018. Per his manager, his appraisal for the May 1, 2018 to April 30, 2019 period is being finalized and will be communicated in the coming days. While his manager is not in the practice of having one-on-one meetings at regular intervals, his manager does provide feedback on work products. In terms of decision-making authority, a Program Analyst I performs routine functions with limited scope and supervision. The work output supports the goals and objectives of the program that is being supported by the assigned Program Analyst. When incumbents demonstrate proficiency in performing work, supervisors typically trust them to work more independently, which should not be confused with autonomy. Authority is reserved for higher levels in the organization, and incumbents serve as liaisons between management and clients.

**#2 Rapidly Evolving Boilerplate Contract Documents:** The appellant states that the boilerplate for contract documents is always changing and must be customized for vendors.

> City response: The City's templates change regularly, and staff must remain abreast of the most current templates to follow. This applies to templates for contracts, contract schedules, agenda reports, resolutions, and ordinances. A variety of positions and levels in the organization are responsible for facilitating contract documents (and agenda reports), which is largely an administrative process requiring little specialized knowledge; the business process remains the same even if certain sections require some tailoring to the desired product or service. Classifications that are responsible for assisting with contracts range from Administrative Assistants to management staff and executives. In most cases, only managers or executive management have authority to act as agents of the City in procuring contracts for goods or services. The contract documents require intense scrutiny by the City Attorney's Office for legality and liability, and revisions are frequently necessary before arriving at the final iteration. The final authority is reserved for the City Administrator. Facilitating contracts is not unique to the Program Analyst I classification. Many different classifications are expected to prepare, route, and administer them; however, changing or revising terms of the contract without first seeking approval from a supervisor is beyond the scope or authority of a Program Analyst I.

**#3 Duties Performed By Incumbent:** The appellant states he negotiates and administers contracts rather than facilitates and monitors contracts, reviews invoices, and recommends payment.

City response: As mentioned in response #2 above, the appellant does not have the authority to negotiate as an agent of the City. Rather, he assists with the procurement process by serving as a liaison between his manager and the vendors. His role is to ensure that the contracts are compiled and finalized accurately and expediently, which involves review by various parties including the Contract Compliance Division, Budget Office, and City Attorney's Office. Staff does not disagree about his role in reviewing invoices for accuracy and completeness. However, recommending payment is purely an administrative process that is distinguished from authorizing payment. The appellant does not authorize payment.

**#4 Written Procedures, Guidelines, and Manuals and Policies:** The appellant states that additional references should be included in the Position Audit Report.

City response: Section D of the Position Description Questionnaire is self-report. HRM staff reviewed this section with the incumbent during the desk audit interview and added other references as necessary. Administrative Instructions are already referenced in the Position Audit Report. HRM has no objection to specifying other governing City policies including the City Charter and Municipal Code in addition to other federal regulations. As they were not specified by the incumbent on the Position Description Questionnaire or during the meetings, they were not included in the final report.

**#5 Team Leader:** The appellant states that he serves as a team leader on more than one project and administers an Emergency Medical Services (EMS) program.

City response: The appellant works in a small division and provides support to the Medical Services Division. There is a Fire Division Manager (the incumbent's supervisor) whom he assists regularly in delivering the Division's goals and objectives, an Administrative Assistant II, four Emergency Medical Services Coordinators, a part-time Emergency Medical Services Instructor (vacant), and the appellant's Program Analyst I position. It is unclear which members comprise the teams that the appellant claims to lead, and he appears to view himself as being entirely responsible for the carrying out his task, which is misleading. Performing research and providing responses to requests for information regarding audits from the City Auditor's Office does not constitute lead work. As for the appellant's assistance with retooling the Community CPR Program, parameters were provided by his supervisor. He complied with the assignment parameters and found viable locations at Oakland Parks, Recreation and Youth Services Department facilities. The Program was later turned over to OPRYSD.

**#6 Contacts:** The appellant states that additional references to contacts should be included in the Position Audit Report.

City response: Section H of the Position Description Questionnaire is self-report. HRM staff reviewed this section with the incumbent during the desk audit interview and added other references as necessary. HRM has no objection to specifying other contacts. As they were not specified by the incumbent on the Position Description Questionnaire or during the meetings, they were not included in the final report.

**#7 Analysis of the Classification Request**: The appellant states his Attachment G shows his team lead work in fulfilling data requests from the City Auditor's Office and his Attachments H and I show he created the Reverse Distribution Program.

City Response: Attachment G is an email message that suggests the appellant provided requested documents to fiscal staff in the Oakland Fire Department. Attachment H is an email message that references shipping and Attachment I is an email message that lists the accomplishments of the division. No other conclusions can be drawn from these email messages.

**#8 History and Evolution of Duties**: The appellant refers to his Attachments W, L, and M as demonstrations of his contracting experience.

City Response: Prior City experience outside of the Oakland Fire Department is not relevant; the only concern is current duties as assigned. Attachment W is an email message interaction with the City Attorney's Office that reflects the appellant's efforts to assist with resolving problems related to contract language. Attachment L is a memo through the Fire Chief to the City Administrator that the appellant drafted regarding medical-related equipment expenses. Attachment M is an email exchange reflecting that a particular contract does not exist and communicating the next steps to resolve the situation by getting a contract in place. These duties are consistent with the Examples of Duties on the Program Analyst I classification specification.

**#9 Depth and Breadth of Duties**: The appellant refers to his Attachments N, O, P, Q, R, S, T and U as additional demonstrations of his contracting, grants, and program lead experience.

City Response: Attachment N is an email exchange about carrying forward the previous contract rate; this is a basic exchange that does not demonstrate any substantive back-and-forth about terms. Attachments O and P are emails that misrepresent the funding sources; the first is a funding stream from the state derived from phone bill charges for 911 call system upgrades and the other is an additional warranty, neither of which are grant fund sources. Attachments Q and R are self-report Employee Questionnaires, and performance evaluations were addressed in Response #1 above. Attachment S is an email related to extending a contract. Attachment T is an email asking the Finance Director to sign a waiver form. Attachment U is an email request from the Controller's Office to receive an Excel

spreadsheet previously provided to the City Auditor's Office. Facilitating contracts, performing research, and providing information are duties that are captured by the existing Program Analyst I classification specification. No other conclusions can be drawn from these email messages.

## CONCLUSION:

As mentioned earlier, the appellant makes certain assertions that are not substantiated in his appeal submissions. Other assertions are not factors that can be addressed by a classification study: employee performance, quality of work, personal characteristics, background, helpful attitude, education, training, experience, previous City jobs, passion, and ambition. Staff concluded that these points are not material to the classification study.

There continues to be a disconnect between the assigned duties and the appellant's understanding of the role of his position within the organization. As a Program Analyst I in the Oakland Fire Department, the role of his position is defined and limited in scope. The position operates in support of the Fire Division Manager in the Medical Services Division with an emphasis on facilitating and administering contracts and performing research and analysis, all to support the goals and objectives of the Division.

The appellant presents an appeal document that asserts the duties of the position exceed the scope, nature and complexity of work expected of a Program Analyst I. However, the documents included in the appeal package do not demonstrate responsibilities beyond the Program Analyst I classification and do not substantiate the assertion that the findings of the Position Audit Report are inaccurate. The preponderance of duties, in fact, are already required of the allocated classification and are adequately represented in the existing classification specification for Program Analyst I. The appellant has not provided sufficient evidence that the work performed represents duties that are more consistent with another classification.

## RECOMMENDATION:

Staff recommends that the Civil Service Board deny the appeal of classification study results for the Program Analyst I position held by Michael Johnson on the basis that the concerns raised and information provided by the appellant do not support a finding that the position audit conducted by Human Resources Management should be overturned.

For questions regarding this report, please contact Jaime Pritchett, Principal Human Resource Analyst, at (510) 238-4735.

City Attachments:

AA. Position Description Questionnaire submitted by Michael Johnson and received by the Human Resources Management Department on May 9, 2017

BB. Letter of Determination and Position Audit Report that were prepared by the Human Resources Management Department and issued on April 26, 2019

CC. Initial appeal document from Michael Johnson that was received May 10, 2019

DD. Second appeal document from Michael Johnson that was received June 6, 2019

EE. Classification specification for Program Analyst I

FF. Classification specification for Program Analyst III

GG. Classification specification for Program Analyst II

CITY OF OAKLAND

**DEPARTMENT OF HUMAN RESOURCES MANAGEMENT**
RECRUITMENT & CLASSIFICATION DIVISION

DHRM Use Only
Time/Date Stamp
via email
05/09/17
@6:52 P.M.

# Interoffice Letter

**TO:** **City Employees**
**FROM:** **Classification Supervisor**
**RE:** **Policy on Classification Studies**

Requests for Classification Studies can only be approved for incumbents that meet the following **criteria**:
1. The position held by the incumbent must be classified (not exempt from Civil Service).
2. The incumbent must have served at least one year in the position per Section 3.05 of the Personnel Manual.

A completed Position Description Questionnaire (PDQ) form must be submitted along with the Classification/Compensation Request Form to initiate your classification study. Upon receipt, DHRM staff will be assigned to conduct an analysis to determine if the position that you currently fill has been assigned to the correct job classification in the City's classification plan. Once your paperwork has been reviewed, the DHRM Analyst will contact you to set up a meeting to interview you and review your work products. This is commonly referred to as the "desk interview." A Position Audit Report will be issued, which verifies and augments the information you provided in the PDQ form along with additional information provided by your supervisor. Based on this analysis, our staff will make a recommendation regarding your position to your department head. It is important to understand that reclassification is not automatic, and an employee working in a position that performs duties outside of his/her assigned classification does not have the right to be placed into a higher level job.

Based upon the outcome of the classification study, the final recommendation may include any of the following options:

A. No change in job classification is required. The position is appropriately classified.
B. Some duties and responsibilities currently being performed by the incumbent are not appropriate for his/her current classification/position; the duties should be reassigned to others in the organization. The incumbent should remain as classified.
C. The duties and responsibilities of the position are not consistent with the classification allocation, and the incumbent should be reclassified to a different classification.
   1. If reclassification to a higher grade is recommended and the department concurs, the incumbent may recognize an increase in salary. However, ***it is not the City's policy to award retroactive pay.***
   2. If the analysis indicates that the incumbent should be reclassified to a lower position or in cases of a citywide or department-wide class study, the employee will be "Y" rated in compliance with Section 3.06b of the Personnel Manual. While this outcome is less common, it does occur.
D. As specified in Section 3.04e of the Personnel Manual, in the event an incumbent does not agree with the outcome of her/his Classification study, the employee has the right to file an appeal within fifteen (15) working days of notice after which a hearing will be held and the Civil Service Board will issue a final decision in the matter.
E. In the event the City of Oakland experiences a reduction-in-force to balance a budget deficit and if a higher classification is recommended, your new classification may be impacted.
F. Any salary changes that result from a final classification action are effective one pay period following final approval and notification as described in Section 3.05d of the Personnel Manual.

RECEIVED
DEPT OF HUMAN RESOURCES
MANAGEMENT
17 MAY 10 PM 3:41

**I have read and fully understand this advisory:**

Michael L. Johnson — **Print Name**
**Signature of Incumbent**
4/20/17 — **Date**

FORM #05211-0002
REV. 01.31.11

CITY OF OAKLAND

**DEPARTMENT OF HUMAN RESOURCES MANAGEMENT**
RECRUITMENT & CLASSIFICATION DIVISION

# POSITION DESCRIPTION QUESTIONNAIRE
## PART I: INCUMBENT DATA

The purpose of this Position Description Questionnaire (PDQ) form is to obtain information about your current position including the duties you perform, your level of authority and responsibility, and the skills and abilities needed. The information you provide will be used to determine the correct classification of the position you hold. We recommend you first read through the entire document so that you understand the information we are asking for in each section. It is very important that you provide accurate, detailed information about your current job duties.

**DIRECTIONS:**

1. Please complete all sections of the questionnaire and give specific examples that accurately describe your work. Please review your answers for specificity and completeness.
2. When complete, make a copy for your own records and forward the original documents to your supervisor.
3. If you have any questions, please email the Classification Unit at class.comp@oaklandnet.com.

## SECTION A - BACKGROUND INFORMATION

| | |
|---|---|
| Name:<br>Michael L. Johnson | |
| Email:<br>mljohnson@oaklandnet.com | Phone Number:<br>(510) 637-0337 |
| Department/Division/Unit:<br>Oakland Fire, Medical Services Division. | |
| Work Location Address:<br>47 Clay St. Oakland, CA. 94607 | |
| Current Classification:<br>(Exact Title)<br>Program Analyst I | ☑ FT ☐ PPT ☐ PT<br>☐ Other: |
| Current Working Title, if applicable:<br>(concurrent with present work duties being performed)<br>Senior Analyst I | |
| # of months performing current duties: 20 | Are you receiving "acting pay"? ☑ No ☐ Yes If so, how long? |
| Have you ever participated in a Classification Study, requested a desk audit, or been reclassified?<br>☑ No ☐ Yes<br>If yes, please provide the estimated date and describe the final outcome: | |
| Have you ever competed in a selection process for any other position with the City of Oakland?<br>☐ No ☑ Yes<br>If yes, please specify for which recruitments using exact titles:<br>Policy Analyst-Oakland City Council, Special Assistant to the Mayor I-Mayor's Office. | |

FORM #05211-0002
REV. 01.31.11

## SECTION B - DUTIES

In one or two sentences, please state the overall purpose of your job:

I create programs, oversee two budgets of roughly $9 million (FDC and MSD), negotiate hundreds of thousands of dollars in complex contracts, and otherwise allow the Division to meet various local, state, and federal obligations.

1. Please list the major and essential duties you currently perform and describe in detail what you do.
2. For each duty listed, provide your best estimate of the frequency by inserting the corresponding number that best describes the amount of time spent.
3. In the right hand column, provide your best estimate of the percent of your total working time normally spent on each task so that the total percentage for all duties = 100%.

| Duties | Frequency<br>1 = Daily 2 = Weekly 3 = Monthly<br>4 = Quarterly 5 = Annually<br>6 = As Needed | |
|---|---|---|
| | Frequency | Percentage |
| Contract Negotiations | 1 = Daily | 40 |
| Program Development | 2 = Weekly | 15 |
| Data Analysis | 6 = As Needed | 10 |
| Budgeting Work | 2 = Weekly | 15 |
| Legislative Research | 2 = Weekly | 10 |
| Intergovernmental Work | 3 = Monthly | 10 |
| | Total (must be add up to 100%): | 100 |

FORM #05211-0002
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## SECTION C - IMPORTANT & ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES (KSAs)

Knowledge: refers to the concepts and information gained through experience, training and/or education and can be measured through testing.
Skills/Abilities: refers to the proficiency and capability which can be demonstrated and are typically manual in nature and/or can be measured through testing.

**What are the knowledge, skills and abilities needed to perform this job?**

The knowledge, skills, and abilities needed to perform my current job are as follows:

An intimate knowledge of how City government works, institutional memory, contract negotiation, research and analysis techniques, budget development and administration, community resources and organizations, program development and evaluation, effective and persuasive communication with the public and higher levels of government, working independently and setting priorities, maintaining meticulous records and maintaining confidentiality, the ability to conceptualize programs depending upon community needs, a keen understanding of translating contracts into real-world scenarios, the ability to innovate solutions to complex problems, to understand the legal ramifications of minor changes and nuances in meaning, an ability to map out bureaucracies and find opportunities for leverage, interpret and analyze complex (and often technical) reports.

**What additional knowledge and skills could be learned on the job?**

The supervision of staff could be learned on this job as things would happen faster if I had supervisory authority.

## SECTION D - WRITTEN PROCEDURES/GUIDELINES/MANUALS/POLICIES

**If you have any procedure manuals, guidelines, policies, references, tables, laws, rules, etc. to assist you in performing your duties and responsibilities, please identify and describe such materials and how they are used:**

The Master Fee Schedule: Setting rates and reimbursements for programs
Legistar website: To find the implications of council actions on MSD/FDC's operations
Administrative Instructions: various documents that guide my ability to solve budgetary/purchasing issues.
The County Ambulance Contract: budgetary and operational obligations

Book: "Government Contracts Compliance" -to facilitate contract negotiations
Book: "Working with Government Agencies in Government Contracts Law"-to facilitate contract negotiations

Graduate Courses Taken at UC Davis: Theories of Persuasive Communication, Urban Economics, the Political Economy of Urban and Regional Development, The Ghetto: Contemporary Issues and Controversies, Social Solidarities, "Doing-Debating-Development",

1.9 Years as a Policy Analyst, providing intimate knowledge of how the Council works.
7 months as a Graduate Intern for the City Administrator, providing intimate knowledge of how City Administration works.
1.5 years as a Special Assistant to the Mayor, providing intimate knowledge of how the individual parts of the City work (at their very best).

OFD Policies and Procedures and a host of other references.

## SECTION E - DECISION MAKING/PROBLEM SOLVING

**List examples of decisions or commitments you regularly make without prior approval. Who is directly affected and how?**

I make decisions about how to pursue contract negotiations and what strategies will allow consensus between vendors and the City. I also make decisions about how to engage stakeholders at higher levels of government in order to ensure that operations here run smoothly. I regularly make decisions around how to solve problems that were created before my tenure and had since festered.

**What types of questions or issues would you usually take to your supervisor for advice or resolution? Give specific examples.**

I ask my supervisor visionary questions in order to learn his overall goal. I get help from him when that help involves a personal relationship that he may have cultivated with a particular City Employee. It is a rare occurrence that I ever need help from my supervisor, however, I would estimate the likelihood at twice per quarter. I develop the procedures and techniques to help the manager manifest his vision. As a professional, I "profess" to know how to utilize and create systems in the pursuit of successful work product.

**Briefly describe two typical problems or difficult/sensitive situations you have been called upon to deal with in performing your duties and how you dealt with/solved each situation.**

Typical Problem 1:
The department had been paying our emergency communications and external auditing vendor for five years without a City Contract. The City was in a VERY vulnerable position while the vendor was covered under a service agreement that the City had signed. I found out about this issue before the service agreement expired, brought it to the attention of my supervisor, then worked directly with the: vendor, the City Attorney, Accounting, Risk Management, and Contract Administration to develop a strategy to create a contract without going back to the City Council and without them ever knowing how vulnerable we had all been. The Chief of Staff in the Fire Department indicated that this issue would have to go back to the Council but I found a way to shorten the contract duration, and reduce the contract cost to a level that would not trigger council reauthorization. The vendor balked at 34 legal items contained in the 26 page PSA. I researched each of those items and got them resolved.

Typical Problem 2:
We underwent an audit last year and the FDC and MSD had not been audited in years. There were many issues with the ways in which we purchased, how we justified payments, and our future projections. I became the liaison to the Auditor's office and the point of contact. Anything they needed, I found a way to get it. The auditor asked my supervisor to work with the City Attorney to get specific answers. I did so. I was reprimanded for engaging with the City Attorney. Immediately thereafter, my supervisor was reprimanded for not contacting the City Attorney. With no rubric, I utilized the City of Piedmont's budget narrative format and that became the basis for the format our interdisciplinary team ultimately used. I then worked with accounting to translate the budgetary concepts discussed there to my supervisor. I researched the implications of every change and worked independently with affected staff to justify and help relocate expenses associated with them.

## SECTION F - SUPERVISION EXERCISED

Do you directly supervise anyone? ☐ No ☑ Yes

If yes, please specify number of staff and identify the exact classification titles:

I supervise others in the sense that I develop a plan, get it approved by my supervisor, and then ask other staff to help me fulfill the plan that I created-to OFD's benefit.

## SECTION G - EQUIPMENT AND MACHINE OPERATION/COMPUTER SOFTWARE

In the performance of your duties, are you required to operate any equipment such as computers and software, calculators, forklifts, copiers, fax machines, hand/power tools, etc.? ☐ No ☑ Yes

If yes, please list the equipment, machines, tools and/or software programs that you use and the purposes for which you use them.

| | Equipment, Machine, Software, etc. and Purpose |
|---|---|
| 1 | Desktop Computer and Printer: Creating reports, independent research, communications. |
| 2 | Neat Desk: digitization and archival of important invoices, report generation |
| 3 | CAD System/Crystal Reports: Operations Analysis |
| 4 | Microsoft Office: Office Applications, Document creation |
| 5 | Fax/Copier: to send and receive important documents and digital documents |
| 6 | |
| 7 | |
| 8 | |

Does your work require you to drive an automobile or other vehicle? ☐ No ☑ Yes

If yes, describe the type of vehicle, the purpose of use, and frequency:

travel to OFD admin offices, and City Hall Plaza.

## SECTION H - WORKING RELATIONSHIPS/HUMAN INTERACTION

Please list your contacts below. For each type of contact, indicate the purpose of the contact by inserting one of the corresponding numbers provided below on each line.

PURPOSE OF CONTACTS

1 = Provide information/service
2 = Coordinate services, projects, and/or activities
3 = Solve problems for services, projects, and/or activities
4 = Supervise and direct others
5 = Negotiate within policy
6 = Negotiate involving policy changes
7 = Other (specify below in remarks)

| | Type of Contact (List Classification titles) | MAIN PURPOSE |
|---|---|---|
| 1 | Within work section/unit: Dispatch Manager | 3 |
| 2 | Within Department: Accountant III, Fiscal and Admin Svcs. | 5 |
| 3 | Within City: Chief Assistant City Attorney | 5 |
| 4 | Vendors or outside agencies: Regional Manager | 6 |
| 5 | Other Federal, State, local or non-profit agencies: Governor's Office of Emergency Services | 6 |
| 6 | Committees, Boards & Commissions: Public Safety Committee/City Council | 1 |
| 7 | General public: | Select One |
| 8 | Other (specify): City Auditor: Performance Audit Manager | 3 |

## SECTION I - PHYSICAL ACTIVITIES/REQUIREMENTS

This section helps us understand the physical activities and requirements that are absolutely necessary for you to successfully perform your job.

Does your work require any physical exertion such as bending, lifting, carrying, climbing or work in tight spaces, etc? ☑ No ☐ Yes

If yes, describe the circumstances of such activities and indicate corresponding amounts of weight, if applicable.

## SECTION J - QUALIFICATIONS

| EDUCATION | | | | | | |
|---|---|---|---|---|---|---|
| Name, City and State of High School, Colleges/Universities | Units Completed Semester | Quarter | Course of Study/Major | Type of Degree? | Completed? Y | N |
| Berkeley High School | 230 | | General | H.S. Diploma | ☑ | ☐ |
| UC Riverside | | 190 | Soc, Psych, Anthro | Bachelor of Arts | ☑ | ☐ |
| UC Davis | | 48 | Public Policy | Master of Science | ☑ | ☐ |

| Other relevant courses and training | Name & Location of Institute | Length of course | Date Completed |
|---|---|---|---|
| See Section D | | | |
| | | | |
| | | | |

| Professional licenses or certificates | Certificate Number | Date Issued | Expiration Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## SECTION K - COMMENTS

Is there an existing City classification which you believe captures the work that you perform?

☐ No ☑ Yes

If yes, provide exact classification title:

Program Analyst III

I certify to the best of my knowledge that the information contained in this questionnaire is an accurate description of my current duties and responsibilities as required by the position I hold.

Signature of Employee

4/20/17
Date

| DHRM USE ONLY |
|---|
| ☐ Complete PDQ = assign to staff<br>☐ Incomplete PDQ = return to department |
| Analyst: _____ Date: _____ |
| Comments/notes: |

FORM #05211-0002
REV. 01.31.11

CITY OF OAKLAND

DEPARTMENT OF HUMAN RESOURCES MANAGEMENT
RECRUITMENT & CLASSIFICATION DIVISION

DHRM Use Only
Time/Date Stamp

# POSITION DESCRIPTION QUESTIONNAIRE
## PART II: SUPERVISOR'S REVIEW PORTION

The purpose of the Position Description Questionnaire (PDQ) form is to obtain information about the employee's current position including the duties that are performed, the level of authority exercised and responsibility, and the skills and abilities needed.

**DIRECTIONS:**

1. Review your employee's responses and add any notes/remarks below when there are omissions or areas in which you believe further explanation is necessary.
2. A hard copy of this document should be submitted to the Classification Supervisor **within two weeks** of receiving Part I from the incumbent.
3. Once you have reviewed and signed, please retain a copy for departmental records and submit the entire packet (Classification/Compensation Request form and PDQ Parts I & II) to: Department of Human Resources Management, ATTN: Classification Supervisor, 150 Frank H. Ogawa, 2nd Floor.
4. If you have any questions, please email class.comp@oaklandnet.com.

### SECTION A - SUPERVISOR INFORMATION

| | |
|---|---|
| Supervisor's Name: Stewart McGehee | |
| Exact Classification Title: Fire Division Manager | |
| Phone Number & Email: (510) 238-3736 | smcgehee@oaklandnet.com |
| Work Location: 47 Clay St., Oakland, CA 94607 | |

### SECTION B - CLASSIFICATION FACTORS

In responding to the factors listed below, read and utilize the current classification specification (job description) as well as any other documented agreements regarding duties and responsibilities between you and the employee. Remember to address only duties that are a regular and continuing part of the employee's job.

| CLASSIFICATION FACTOR | YES | NO |
|---|---|---|
| 1. The complexity of the work has changed and now involves a higher level of knowledge/skills that are utilized on a regular and continuing basis. | ☐ | ☑ |
| 2. The scope of responsibility has changed. (i.e., previously non-supervisory and now supervises staff including the completion of performance appraisals and approval of absences and leaves, etc.) | ☐ | ☑ |
| 3. One or more new functional areas of responsibility have been added (e.g., the position is responsible for providing clerical and administrative support but has additionally been assigned development of programs). | ☐ | ☑ |
| 4. New requirements for education and training or certification may be necessary. | ☐ | ☑ |
| 5. The position has a broader scope of supervisory duties involving diverse subordinate classifications. | ☐ | ☑ |
| 6. The duties that are now being performed differ significantly (50% or more) from the duties necessary when the employee was hired for the position. | ☐ | ☑ |

**SECTION C - COMMENTS**

The incumbent's responses to the questionnaire adequately describe the duties, authority and responsibility of the work currently performed. ☑ No ☐ Yes

The incumbent's responses to the questionnaire ☑ overstate / ☐ understate the duties, authority and responsibility of the work currently performed.

Comments:

Mr. Johnson is not a "Senior Analyst I". He is a Program Analyst I. Mr. Johnson does not supervise any City employees. I do not anticipate a need to have Mr. Johnson begin supervising any staff members in the Medical Services Division or Fire Communications. Mr. Johnson's reports presented to me frequently require additional direction and oversight by me. I do not view Mr. Johnson as a staff member that functions independently and without periodic monitoring and discussion with me, as his supervisor. I have offered Mr. Johnson the ability to obtain additional training in what I would consider basic skills for a Program Analyst I - specifically, Microsoft Excel and Crystal Reports.

Mr. Johnson is not the decision maker regarding contracts or discussions with vendors. I give clear direction as to what is to be conveyed to vendors and require follow up reports from Mr. Johnson prior to any approval to modifications of contracts. While Mr. Johnson makes recommendations to me during our meetings (as I would expect from any of my staff), I do not allow movement forward without my approval.

My expectation for a Program Analyst I is to track invoices; create reports from various databases as needed, related to Medical Services or Fire Communications; compile digitized copies of invoices into a database that allow an annual overview of expenses by vendor so that I can make informed decisions on future expenditures. I also expect some assistance in creating or revising contracts. Some occasions may involve the Program Analyst I discussing changes with a vendor, after meeting with, and being given direction by me as to what to modify or include.

I have reviewed the incumbent's responses to Part I of the Position Description Questionnaire (PDQ) Form. I understand that the documents are time sensitive and need to be submitted to DHRM's Classification Supervisor within two weeks of receiving Part I from the incumbent.

Signature of Supervisor — Date: 5/8/17

Signature of Agency Head/Director — Date: 5-8-17

FORM #05211-0003
REV. 01.31.11

CITY OF OAKLAND

150 Frank H Ogawa Plaza 2nd Floor
Oakland, CA 94612
(510) 238-7446
FAX (510) 238-6560
TDD (510) 839-6451

HUMAN RESOURCES MANAGEMENT
Recruitment and Classification

April 26, 2019

CERTIFIED MAIL# 7016 3010 0000 0015 7665

Michael Johnson

Re: Classification Study – Program Analyst I

Dear Mr. Johnson:

Human Resources Management (HRM) has completed a review of your current position, Program Analyst I. The findings recommend that the position remain as allocated. The outcome of the audit was based on a review of the Position Description Questionnaire Form, a comparison of the duties and responsibilities of the current position with other City of Oakland classifications, meetings with the incumbent and supervisor, and supplemental paperwork submissions from the incumbent and supervisor. These findings serve as notification to the department that you are performing work within the scope of your current classification.

If you would like to appeal this decision, you may do so pursuant to Section 3.04 (e) of the Civil Service Rules. Appeals must be sent to the Secretary to the Board, Ian Appleyard, within fifteen (15) business days of this notification. Therefore, any correspondence from you must be received in our office by the close of business at 5:00 p.m., on Friday, May 17, 2019.

If you have any questions or comments, please call me at (510) 238-4735.

Sincerely,

Jaime Pritchett
Principal Human Resource Analyst

cc: Jesse Kadjo, Local 21
Renee Sykes, Local 21
Sonia Lara, OFD SPOC
Greg Preece, Human Resources Manager
HR History File

CITY OF OAKLAND

# HUMAN RESOURCES MANAGEMENT

## RECRUITMENT & CLASSIFICATION DIVISION

# POSITION AUDIT REPORT

## *GENERAL INFORMATION*

| | | | |
|---|---|---|---|
| **Incumbent** | Michael Johnson | **Department & Division/Unit** | Fire Department/Medical Services Division |
| **Current Classification** | Program Analyst I | **Date PDQ Submitted** | 5/9/2017 |
| **Requested Classification** | Program Analyst III | **Analyst Assigned** | Jaime Pritchett |
| ***Recommendation*** | Program Analyst I | | |

| Incumbent Employment History | | |
|---|---|---|
| Title | Start | End |
| Program Analyst I<br>Special Assistant to the Mayor | 08/31/2015<br>4/1/2013 | Present<br>6/20/2014 |
| City Council PSE 51 | 1/14/2008 | 12/3/2009 |

The incumbent currently holds a Program Analyst I position in the Oakland Fire Department's Medical Services Division.

The following was the timeline for data collection:
Incumbent: 8/13/2018, 1/14/2019
Current Supervisor: 10/24/2018, 11/29/2018

# *OUTLINE OF POSITION INFORMATION*

**Duties Performed by Incumbent**

The incumbent is charged with providing assistance in support of various operations in the Medical Services Unit ranging from performing research and analyzing data to facilitating and monitoring contracts and expenditures including reviewing invoices for accuracy.

The paperwork submitted by the incumbent summarized the work as follows: "I create programs, oversee two budgets of roughly $9 million (FDC and MSD), negotiate hundreds of thousands of dollars in complex contracts, and otherwise allow the Division to meet various local, state, and federal, obligations." The incumbent has outlined the duties in the following manner:

| Duties | Percentage Upon Submission |
|---|---|
| Contract negotiations | 40% |
| Program development | 15% |
| Data analysis | 10% |
| Budget work | 15% |
| Legislative research | 10% |
| Intergovernmental work | 10% |

**Education/Experience**

Minimum Qualifications for a Program Analyst I are as follows:

Education: Bachelor's degree in business or public administration, social work, behavioral sciences or a related field.

Experience: One year of experience in a relevant field of program administration.

License or Certification: Possession of a valid driver's license.

Minimum Qualifications for a Program Analyst III are as follows:

Education: Bachelor's degree from an accredited college or university in business or public administration, social work, behavioral sciences or a related field. A Master's degree is desirable.

Experience: Four years of relevant experience in the particular area of program administration, including one year of lead direction or supervisory experience.

License or Certification: None required.

Incumbent Education/Experience:

Education: Master's Degree in Public Policy.

Experience: 3+ years of experience as a Program Analyst I with the City of Oakland.

**Knowledge Skills and Abilities**

There are several areas of knowledge, skills and abilities as listed on the Program Analyst I classification specification:

Knowledge of:

- Principles and practices of program management.
- Research and analysis techniques.
- Computer applications, including words processing, spreadsheets, databases, and project management.
- Community resources and organizations.
- Grants writing and reporting procedures.
- Public contact and community relations techniques.

Ability to:

- Assist in planning, organizing, directing and evaluating programs.
- Analyze professional reports and implement individualized education plans.
- Communicate effectively in writing and orally with the public, including City departments and State agencies.
- Interpret federal and state regulations pertaining to block grants.
- Maintain accurate records; prepare clear, concise reports.
- Assist in the preparation and administration of grants.
- Conceptualize programs in response to constituent needs and request for proposal requirements; develop organizational and staffing structures.
- Prepare analyzes and interprets reports of a general or technical nature.
- Establish and maintain positive relationships with both governmental and non-profit agencies, community leaders and program constituents.
- Communicate effectively and persuasively in both oral and written form with a diverse group.

- Establish and maintain effective work relationships with those contacted in the performance of required duties.

There are several areas of knowledge, skills and abilities as listed on the Program Analyst III classification specification:

Knowledge of:

- Principles and practices of program management.
- Contract negotiation, grant writing and reporting procedures.
- Public contact and community relations techniques.
- Computer applications, including word processing, spreadsheets, databases, and project management.
- Community resources and organizations
- Budget development and administration.

Ability to:

- Plan, organize, direct and evaluate programs.
- Analyze professional reports and implement individualized educations plans.
- Communicate effectively in writing and orally with the public, including City departments and State agencies.
- Interpret federal and state regulations pertaining to block grants.
- Work independently and set priorities.
- Maintain accurate records; prepare clear, concise reports.
- Prepare and administer grants.
- Perform project management and supervision.
- Conceptualize programs in response to constituent needs and request for proposal requirements; develop appropriate budget, organizational and staffing structures.
- Prepare, analyze and interpret complex reports of a general or technical nature.
- Establish and maintain positive relationships with both governmental and non-profit agencies, community leaders and program constituents.
- Communicate effectively and persuasively in both oral and written form with a diverse group.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

**Written Procedures guidelines, manuals and policies –** The Master fee schedule (for rates and reimbursements for programs); Legistar website (to find the implications of council actions on MSD/FDC's operations); Administrative Instructions (various documents that help solve budgetary/purchasing issues); the county Ambulance contract; budgetary and operational

obligations; CAD System/Crystal Reports; Microsoft Office; Neat Desk; and OFD policies and procedures.

**Supervision Exercised –** None. Incumbent does not have any direct reports. (Incumbent's response to this section – "I supervise others in the sense that I develop a plan, get it approved by my supervisor, and then ask other staff to help me fulfill the plan that I created – to OFD's benefit.")

**Alignment Factors –** The following City of Oakland classifications were considered: Program Analyst I, II, and III.

**Contacts** – Unit and departmental staff, citywide staff, vendors, public, Fire Communications Manager, Accountant III, Fiscal and Admin Services staff, Assistant City Attorney, Regional Manager, and City Auditor.

**Work Environment –** The incumbent primarily works in an office environment.

**Equipment Use –** The incumbent utilizes a personal computer, Microsoft Office Applications, CAD/Crystal Reports, Neat Desk, and standard office equipment.

**Physical Activity –** None specified.

## *ANALYSIS OF CLASSIFICATION REQUEST*

The core distinction between a Program Analyst I and the higher level Program Analyst II & III is in providing lead direction and supervision. The Program Analyst I is the entry level while the Program Analyst II & III are journey and advanced journey levels, respectively. Many of the day-to-day tasks of both classifications are common given that the classifications are part of a job series, but the ability and responsibility to operate autonomously and provide lead direction to other staff are key to making the distinction.

**History and Evolution of Duties**

The incumbent began with the City of Oakland in 2008 as a City Council PSE 51 and served in that role for nearly two years. He returned to the City as a Special Assistant to the Mayor for just over one year starting in 2013. After another break, he was most recently hired as a Program Analyst I in August 2015 and has served in that role for more than three years. The incumbent stated that (he believes that) he has operated at a significantly higher level since his hire, largely due to his previous experience serving elected officials at the City along with his awareness of City operations. The incumbent's supervisor reiterated his assessment that the incumbent overstated his duties on the Position Description Questionnaire form and further

indicates that the duties assigned to the position have remained consistent and appropriate to Program Analyst I from day one of the incumbent's tenure.

**Depth and Breadth of Duties**

The duties performed by the incumbent can be described as research-oriented and analytical in nature. His position is primarily responsible for analyzing data, performing research, administering contracts, and monitoring expenditures including reviewing invoices for accuracy. The incumbent has summarized his duties in the chart below, and an additional column has been added to reflect the supervisor's assessment of those same duties.

| Duties | Percentage Upon Submission | Supervisor's Assessment of Percentage |
|---|---|---|
| Contract negotiations | 40% | *20%* |
| Program development | 15% | *0%* |
| Data analysis | 10% | *30%* |
| Budget work | 15% | *30%* |
| Legislative research | 10% | *10%* |
| Intergovernmental work | 10% | *10%* |

The position is not presently responsible for negotiating contracts, developing programs or locating sources of grant funds. His interaction with contracts is limited to facilitating the contracting process while serving as a liaison between his supervisor and each vendor in specifying new or revised contract terms; he also helps facilitate the compilation of the professional services agreement, which is a long contract document requiring several supplemental "schedules" to ensure the vendor is suitable to provide services and engage in business with the City. He is not responsible for creating new programs but has assisted with problem solving issues related to existing programs. Lastly, he has not been assigned to find potential grant funds for the City but did engage in such activities by submitting a grant proposal without his supervisor's review (although OFD fiscal services staff were involved in the process).

**Evaluation of Requested Classification**

The incumbent has suggested that the advanced-journey level position of Program Analyst III is an appropriate fit for the duties as assigned. Program Analyst III differs from Program Analyst I

& II in that the III level supervises professional staff or acts as a team leader on complex projects. Per the Definition section of this classification specification:

> "Directs or performs program planning, research, analysis and development; negotiates and administers contracts; writes grant proposals and submits applications; implements and monitors programs; prepares reports and drafts proposed programs; performs needs assessment; provides assistance to community organizations, district boards and citizen advisory bodies; supervises assigned staff; and performs related duties as assigned."

Comparatively, the Definition section of the Program Analyst I classification specification is as follows:

> "Assists in program planning, research, analysis and development; drafts grant proposals and reports; assists in the implementation of programs; provides assistance to community organizations, district boards and citizen advisory bodies; and performs related duties as assigned."

Whereas, the Definition section of the Program Analyst II classification specification is as follows:

> "Performs program planning, research, analysis and development; writes grant proposals and submits applications; implements and monitors programs; prepares reports and drafts proposed programs; performs needs assessment; provides assistance to community organizations, district boards and citizen advisory bodies; provides lead direction to assigned staff; and performs related duties as assigned."

The primary difference between the Program Analyst I and II is that the I performs work that is limited in scope while the II provides lead direction to assigned staff and works independently. There is a difference between working independently (without direct supervision) and autonomously (possessing authority to make certain kinds of decisions). Further, the Program Analyst II and III are assigned subordinate staff to lead or supervise.

The incumbent's position is expected to work independently but has a limited authority to make decisions. He has no direct reports and does not provide lead direction or supervision to any staff. The incumbent routinely provides assistance in supporting the Medical Services Unit's operations but is not assigned a specific program to administer. The position can make recommendations but should not exercise decisions without first presenting matters to his supervisor. Note: It was not clear to staff how frequently the incumbent seeks approval from his supervisor to act nor was it clear how specifically such expectations were communicated to the incumbent by his supervisor.

Necessarily, classifications in a series will have significant overlap in the kinds of duties performed. The true differences relate to the level at which the classifications operate in

addition to other considerations such as reporting relationships/span of control, scope and level of authority, and consequence of error, to highlight a few. The information that follows clearly represents the significant overlap in duties that are expected of the both the Program Analyst I and Program Analyst III. The lens through which to filter this information requires attention to the level at which the positions operate in the department's structure.

The incumbent's position does perform the following **bolded** duties from the Program Analyst I classification specification, which account for the vast majority of the typical tasks and responsibilities assigned to this position:

- **Assists in the translation of ideas and concepts into** fundable programs or **projects**; assists in the development of strategies to locate funds for programs; **assists in contract implementation with public service agencies;** arranges supplemental funds and program revisions when needed.
- Drafts grant proposals and applications; reviews grant documents to ensure compliance with grantor and City standards; assists in the administration of grant programs; monitors required grant procedures.
- **Assists in the** planning and **implementation of programs, preparing budgets, identifying sources of funds, developing and negotiating contracts, resolving problems and communicating with participants.**
- **Monitors contract with service providers;** conducts site visits; **reviews invoices from contractors and consultants for accuracy and completeness.**
- Provides staff assistance to citizen advisory bodies, committees and commissions; facilitates meetings of community organizations, district boards, and neighborhood groups relating to the development and implementation of programs.
- **Write reports, letters, agendas**, and minutes; **researches, prepares, and analyzes reports.**
- Assists in making public presentations relating to assigned programs; prepares written material for public distribution.

The incumbent's position could be viewed as performing the following duties from the Program Analyst III classification specification; however, non-applicable sections are indicated with strike-out:

- ~~Directs the translation of ideas and concepts into fundable programs or projects; develops strategies to locate funds for programs;~~ coordinates funding requests and contract implementation with public service agencies; ~~arranges supplemental funds and program revisions when needed.~~
- ~~Designs, negotiates, and~~ administers contracts with consultants and service providers; monitors contracts to ensure compliance; ~~conducts site visits;~~ reviews invoices and recommends payments to contractors and consultants.
- ~~Writes grant proposals and applications; reviews and evaluates grant documents to ensure compliance with grantor and City standards; administers grant programs; develops and monitors required grant procedures.~~
- ~~Acts as program leader, including the planning and implementation of programs, preparing budgets, identifying sources of funds, developing and negotiating contracts, resolving problems and communicating with participants.~~
- ~~Provides staff assistance to citizen advisory bodies, committees and commissions; facilitates meetings of community organizations, district boards, and neighborhood groups relating to the~~

- ~~Provides staff assistance to citizen advisory bodies, committees and commissions; facilitates meetings of community organizations, district boards, and neighborhood groups relating to the development and implementation of programs.~~
- ~~Supervises, trains and evaluates assigned staff; prepares and monitors a unit budget.~~
- Writes reports, letters, agendas, ~~and minutes~~; researches, prepares, and analyzes complex reports.
- Makes public presentations relating to assigned programs; prepares written material for public distribution.
- Reviews and prepares City Council agenda materials; prepares staff reports.

This comparison clearly demonstrates that the position does not operate as a program lead or supervise assigned staff. Rather, the position assists with operations in the Medical Services Unit by providing research and analysis and administering and monitoring contracts including reviewing invoices for accuracy. These duties are consistent with the duties and scope of work that is expected of a Program Analyst I.

**Other Considerations**

As part of the classification study process, staff tried to explain the meaning and significance of certain terms and reporting structures. For example, the incumbent is not a project manager and does not have authority to serve as an agent of the City in entering into contracts. Further, an incumbent cannot "supervise" staff that are located in another department outside of the incumbent's department regardless of whether that would make it easier to resolve problems and facilitate completion of paperwork. There appears to be a disconnect between the information that was conveyed by staff as part of the classification study compared to the incumbent's understanding of the position and its placement and purpose in the unit, department, and City overall. This presents an opportunity for the supervisor to help the incumbent better understand the primary role of the position he holds in the Medical Services Unit.

The incumbent and supervisor each revealed information that is not under the purview of this study. Quality of work, performance expectations, and personal communication styles are not classification factors and have no bearing on the results of the study. We recommend that any concerns related to these issues be addressed using other processes.

Additionally, the incumbent is passionate about delivering and improving services in the public sector. He is committed to solving problems and strives for the betterment of his department. His enthusiasm is to be commended but also has no bearing on the results of the study.

**Results of Analysis**

The current situation represents one in which an incumbent is performing the majority of duties and operates at a level that is in alignment with the current classification allocation. Despite various follow-up email messages and meetings and sheer quantity of content

submissions by the incumbent, the incumbent was not able to provide examples of duties and work output that were truly complex, autonomous or supervisory in nature. The depth and breadth of the duties are most consistent with the classification specification of Program Analyst I. As such, retaining the current classification of the incumbent's position is appropriate

## *FINAL RECOMMENDATION AND SUMMARY*

The position held by Michael Johnson is responsible for providing assistance in support of various operations in the Medical Services Unit of the Oakland Fire Department ranging from performing research and analyzing data to facilitating and monitoring contracts and expenditures including reviewing invoices for accuracy. The duties are consistent with the Program Analyst I level. Further, the position is not authorized to operate autonomously and does not provide lead direction or supervision to assigned staff. Therefore, Human Resources Management recommends that the incumbent's position remain as allocated.

| RECOMMENDATION | |
|---|---|
| ☐ Re-Classify to | |
| ☒ Remain as Allocated | Program Analyst I |

## *IMPLEMENTATION*

Human Resources Management recommends that the Program Analyst I position in the Oakland Fire Department, held by Mr. Michael Johnson remain as allocated.

**ANALYST:**

Jaime Pritchett, Principal HR Analyst/Classification Supervisor — 4/26/19 **Date**

**APPROVAL FOR FORWARDING:**

Greg Preece, Human Resources Manager — 4.26.19 **Date**

# Appeal: Position Audit Report

**Executive Summary:**

For over two years, two analysts within DHRM have been reviewing the duties and responsibilities associated with the position that I currently hold: the position of Program Analyst I in the Medical Services Division of the Oakland Fire Department. Through meetings with me and with the Division Manager, they were able to produce a report entitled: "Final Findings – Michael Johnson 2019-04-26". However, the report contains some: inaccuracies, omissions, and at least one glaring contradiction.

It is my hope to show, section-by-section, that: this position is not supervised nor evaluated regularly, that I have been engaged in the work of a Program Analyst III since my tenure here began, that I make autonomous decisions with consequences for this division, that I regularly work with department heads, and that **I improvise solutions and limit liability for the City**. It is also my hope to show that I continue to perform the functions of a Program Analyst III despite the headwinds that I face within the Division; headwinds that are the result of the structural mismatch between the position description and the actual duties of the position.

What many do not understand about contracting and purchasing is that **it is always changing**. Technological evolution and legislative change mean that the City's boilerplate contract documents are always changing. So too, this boilerplate must be customized for vendors. In this Division, it can be properly said that, for the most part, **we are not "buying paperclips"**. Instead, we are buying: the services of a Medical Director to oversee our critical Emergency Medical Service programs; the technological equipment, services, and oversight to maintain and upgrade the City's 911 system; the Advanced Life Support equipment and the service plans to make sure that equipment remains effective; and other medical equipment and tools to support life-saving work occurring throughout the City, 24 hours per day.

So too, there are many variables that can render us unable to create or maintain contracts with these various vendors and there are still more variables that can render us unable to pay these vendors. Finally, there are various Federal, State, and local laws to which we must adhere in terms of making agreements and administering said agreements with these very important vendors. For nearly four years, I have been the point person to cobble together all of the ever-changing pieces of these puzzles in order to **execute more than $1 million in contracts for MSD**.

Whether it is: applying for grants, keeping the division updated on legislative changes [Attachment X], serving as a liaison between vendors (who themselves become acquired, merge, or otherwise internally transition) and City staff [Attachment Y], or informing the Division and outside stakeholders of the need for new or renewed contracts [Attachment Z], I handle a myriad of issues related to acquiring these critical tools and services.

Finally, I hope that I have been able to effectively convey my centrality to our contracting processes. For our complex goods and specialized services contracts, I am the only one knowledgeable enough to manage the process. In fact, I came into this division at a time when it could not create the contracts necessary to pay its vendors (for these life-saving medical goods and services). We are a far cry from that point now. I came into this position revising our EMS contracting and purchasing programs. In turn, those program revisions allowed and continue to allow this division to pay its vendors and fulfill all of its governmental contracting requirements. In properly classifying this position, I can continue to do that important work as I have always done it, automatically and autonomously. **The rest of this report is concerned with answering to some of the discrepancies found in the Position Audit Report**. With that in mind, the attachments mentioned are purely examples and evidence of my work.

**Section 1: Outline of Position Information**

Duties Performed by Incumbent:

- In this section, the report uses the words "facilitating and monitoring contracts". This is an inaccuracy as I actually **negotiate and administer contracts.** The Division Manager and the Fire Chief have been aware of this fact for quite some time. [Attachment A]

- I also review invoices and **recommend payment to vendors** [Attachment B]

- I exceed even the educational requirements for the Program Analyst III position as a Program Analyst I. The classification indicates that a Master's degree is not necessary but is desired. I hold a relevant Master's Degree as the report in question can attest.

Written procedures, guidelines, manuals and policies:

The report should also include the following as necessary resources to fulfill the duties of this position:

- Oakland Adminstrative Instructions: AI 4323-Procurement of Goods and Services, AI 150 Professional or Specialized Service Contracts.
- City of Oakland Charter, Article VIII, Fiscal Administration Sections 807 and 808; Goods and Services, Bills and Awards.
- Oakland Municipal Code Section 2.04: Purchasing System
- United States Code, Title 41-Public Contracts (full and open competition, responsible source, competitive procedures and anti-trust violations).

Supervision Exercised:

- While it is true that I do not currently supervise staff within the Division, I very often serve as Team Leader on complex projects, which also fulfills the duties of a Program Analyst III. In [Attachment C], I deal with a recent, complex contracting issue in which **I did not recommend payment** to the vendor and **prevented the waste of city funds**.

- In [Attachment D], I explain (as a **Team Leader**) to the Assistant to the Director of OFD, the City Attorney, the Division Manager of MSD, and the Executive Assistant how my independent research and autonomous decision-making authority led me to change the amount of a contract. This was done to more expeditiously create a contract to purchase life-saving medical devices.

- [Attachment E] shows my **work revising and administering an EMS Program**; Specifically, the **contractually-mandated Community CPR Program**. The Division Manager had initially provided a wish to see the program made sustainable and I did the groundwork to make it so. However, shortly after I coordinated a full revision of the program to make it sustainable, the program was assigned to another member of the staff. The program is no longer functional.
    - The specific contractual requirement to offer free CPR classes to the public can be found in our current EMS Ambulance Transport Agreement, Section 72.3(d) [Attachment F]. The only reason that Oakland is not fulfilling this contractual requirement is because of the misclassification of this position.

<u>Contacts:</u>

The following contacts should be added to this section:

- Tax Enforcement Officer II; CA Governor's OES 9-1-1 Advisor; Mayor's Special Assistant; Alameda County Supervisor Senior Constituent Liaison and Organizer; Deputy City Attorney; Director of Contracts and Compliance; Assistant Controller; City of Oakland Director of IT; City of Oakland-Purchasing, buyer and supervisor; City of Oakland-Finance, Accounting Technician; Oakland-Assistant City Clerk; and Oakland Fire Department, Assistant to the Director.

**Section 2: Analysis of Classification Request:**

- In the introduction, the report states that operating autonomously and providing lead direction to staff are important components of the Program Analyst III position. This position is not reviewed quarterly or annually. Additionally, this position attends division staff meetings on about a bi-annual basis.
- [Attachment G] shows my serving as team leader in working on the City Auditor's data request for FY 2014-2015 and FY 2015-2016. These were past-due and required intense coordination. I subsequently created a template for and wrote the budget narrative. The reports that I write go to: the Auditor, the Fire Chief, the City Administrator, and the City Council. Subsequent audits

without as much of my input have required additional staff time and extensions from the Auditor's Office.

- [Attachment H] shows my work creating a new EMS Program, the Reverse Distribution Program (for narcotics/controlled substances). I worked with several vendors, received quotes, and researched the process (and concomitant laws and regulations). From there, I selected a vendor and began coordinating reverse distributions. [Attachment I] is an email that the Division Manager sent to the Fire Chief and others; the email lists the Reverse Distribution Program as an "accomplishment". Shortly thereafter, however, a colleague sought to take the program without understanding its intricacies. Since the program requires good record-keeping and not creating complexity for the DEA, I acquiesced. That colleague then put the City at risk by not properly following protocols related to the program. Again, the EMS programs that I have created have been negatively impacted by virtue of this misclassification; the City is put at risk during these occurrences.

History and Evolution of Duties:

The report should be more specific in this section:

- For nearly two years, beginning in 2008, I served as a Public Safety Policy Analyst for the Oakland City Council. Highlights of that position include: co-writing a City ordinance that served as a national model at its time [Attachment J] and still exists today. I also created a successful model program [Attachment K]. From there, I went on to receive a Master of Science degree from UC Davis (during which time I interned in the City Administrator's Office and implemented the City ID Card in 2012 [www.oaklandcityid.com]. After that time, I served for over one year as Special Assistant to the Mayor; protecting the Mayor from liabilities and allowing her to function at her highest capacity. This was the reason I was hired by the Division Manager. At that time, the division's purchasing and contracting policies and protocols ran counter to established City protocols. As such, the Medical Director, its 911 system operator, nor the company that administers its crucial public safety databases could be paid for their work. My institutional knowledge, education and experience allowed me to: negotiate, create, monitor, and administer contracts and grants for MSD. I simply did not overstate my qualifications as implied in the report. However, if there is still some doubt, I present three more attachments for your perusal.
- [Attachment W] shows my work with the City Attorney and her staff in trying to customize a contract and resolve issues related to a particular software vendor's potential contract.

- [Attachment L] is a memo that I wrote for the Fire Chief to present to the City Administrator. The Division Manager wanted to present it to the Chief and I briefed him on it **as I am well-versed in City contracting and purchasing programs.**

- [Attachment M] shows the Division Manager under the impression that we had a contract that did not yet exist. I inform him that MSD had never had a contract for this equipment nor the services to maintain it. 34 items had to be negotiated before both the City and the vendor could proceed. I conducted those negotiations.

Depth and Breadth of Duties:

- It was good to see that the Analysts mentioned the fact that **I administer contracts**. However, this section left out the fact that **I negotiate contracts** and that I resolve vendor issues and recommend payment. In fact I **very recently** negotiated with our 911 software operator for a lower price for the 2019-2020 contracts. [Attachment N] shows that I negotiated this year and last year with this vendor to keep a set price. Any price increase would have had to have been approved by City Council processes according to the Resolution and Staff Report.

- Again, for this section; instead of "supervisor assessment" or describing what has been iterated and reiterated, it would be nice to have documentation to ascertain the validity of the Division Manager's assessments of the work related to this position.

- This section goes on to assert, later, that I do not: negotiate contracts nor develop programs, though the evidence that I have presented should dispel those ideas. It also falsely states that I am a liaison between the Division Manager and vendors. The evidence simply does not support this assertion. The proof lies largely in the fact **that I have already executed over $1 million in contracts** with very limited (and often ephemeral) involvement from the Division Manager and other staff. I include other parties on an as-needed basis.

- I revise EMS programs like the Community CPR program and the Reverse Distribution Program. I also worked on the revision of the Domestic Violence program as part of a new state mandate. Regretfully, I am not able to help us comply with this state mandate because of the status quo.

- In terms of grants: I submitted the grant to pay for the maintenance on our critical public safety equipment for two additional years (savings of about $60K) because the Division Manager asked me to work on it [Attachment O]. While the report specifies that I "am not assigned to find potential grant funds for the City", that is exactly what happened. Attachment O also makes it clear that the Division Manager did approve of my seeking this grant as I needed his sign-off on one portion of it.

- Over the years, I have also worked to augment those grant funds with grant funds for new technological purposes [Attachment P]. The report indicates that I have no direct reports, yet I am the person who writes the memos to the Chief and all council-related materials. **My agenda reports and resolutions go straight to the Council.**

- Also, the report indicates that "it is not clear" how frequently I seek approval from the Division Manager nor is it clear how expectations are communicated. Since I have been working under the most general direction, we do not meet about the position**. I am not reviewed and my work is not evaluated.** The annual employee questionnaires are the only review of my work [Attachments Q and R].

- In describing my work, the report indicates that I assist with programs and contracts and I monitor them. Yet, the report leaves open the question "**whom do I assist?"** There is no one that I am working with on this unless you count those to whom I am serving as the Team Lead.

- The report then went on to strike out much of what I actually do in my position. This runs counter to everything I have presented thus far. Here are the words that were struck out, they are important parts of this position: Directs the translation of ideas into fundable programs and projects, Develops strategies to locate funds for programs designs, negotiates and administers contracts, writes grant proposals administers grant programs, acts as program leader including the planning and implementation of programs, identifying sources of funds [Attachment S-working with City Attorney and Assistant to Director to locate funds for a contract], resolving problems and communicating with participants [Attachment T-working directly with Katano) prepares and monitors a unit budget [Attachment U - working with Assistant Controller, the Auditor and others].

**Other Considerations:**

The report mentioned misunderstandings that I do not share. I did not ask to supervise people in other departments.

It is a true shame that all of the information that I presented, including this small sampling of documents [Attachment V – sent to DHRM Analysts on 8/13/2018] over the course of this two year process did not seem truly autonomous or complex to the analysts who studied it. It is my hope that I can find a more objective audience in the Director of Personnel. However, those analysts should be commended for all of the time that they have spent on this report; though it is far from comprehensive. The Division Manager should be commended for all of the time that he put into this process as well as he is involved in a great number of important initiatives. This misclassification, besides putting the City at risk, has also been at the center of any interpersonal issues I may have experienced during my tenure here. I constantly remind myself that the issues here are structural ones. This process seemed the most appropriate way to protect and better the City by correcting such a glaring structural issue. Truly, the proper classification of this position would open the door to greater collaboration with the Division

Manager and other staff. It would show that the City wants to correct a great inefficiency and ensure that contracting, purchasing, and programming issues that occur here are not allowed to bubble up to the highest echelons of OFD and City government.

**Final Determination and Summary:**

Taken as a whole, I strongly disagree with the conclusions of the report and this is the basis of my appeal. It was my hope to rectify any misunderstandings and to take responsibility for any miscommunications that may have been due to my unfamiliarity with this DHRM process. Thank you for your time and for your objective consideration.

With Great Deference,

Signature: _____

Date: 5/8/19

Michael L. Johnson
Program Analyst
OFD-Medical Services Division.

**Request for Appeal:**
**"Final Findings regarding Classification Study of Program Analyst I Position (Michael Johnson)"**

**Date:** June 6, 2019

**Name:** Michael Johnson

**Address:** [redacted] Oakland CA. 94607

**Email:** [redacted]@oaklandca.gov

**Telephone:** 510-[redacted]

**Representative:** Renee Sykes; Vice President of IFPTE Local 21, Oakland Chapter; 250 Frank H. Ogawa Plaza,[redacted]oaklandca.gov; [redacted]

**List of Available Thursdays for Hearing Dates:** Thursday, June 20th, 2019.

**Number of Hours Estimated for Case Presentation:** 1 hour.

# Appeal

**To:** The Honorable Civil Service Board.

**From:** Michael Johnson, Program Analyst I in OFD's Medical Services Division.

**Date:** June 6th, 2019.

Good day,

This request is an attempt to have a final decision rendered on a Classification Study that has spanned more than two years as of this writing.

I first began working for the City of Oakland in January 2008 as a Policy Analyst with the Oakland City Council. In that role, I co-wrote the Oakland City ID Card Ordinance and worked with a diverse coalition to have it adopted. I also created a job fair program that reduced loitering in the Laurel District as part of efforts to rejuvenate that commercial district during the last recession. I left that position after nearly two years in order to pursue a master's degree geared toward local government (UC Davis, M.S. in Community and Regional Development). I returned to the City as a Graduate Intern in the City Administrator's Office from 2011 to 2012. In this role, I worked through the various economic, political, logistical, and financial issues of the budding City ID card program in order to implement a cost-neutral way of increasing the resilience of the most vulnerable Oaklanders (unbanked, undocumented, elderly, and transgender populations). That program is still in operation. In April 2013 I returned to the City as the Mayor's Executive Assistant (Special Assistant to the Mayor). In that role, I worked through various legal, political, community-specific, and economic issues in order to allow the Mayor to function on her highest level. In these former roles, I worked under general direction.

On August 31st, 2015, I was hired as a Program Analyst I in the Medical Services Division (EMS) of the Oakland Fire Department. From the outset, the position entailed: serving as team leader on complex projects, negotiating contracts, administering contracts, directing the translation of ideas into fundable projects, and writing and monitoring grants. All these **activities are associated with a Program Analyst III** as opposed to a Program Analyst I. I have submitted over 70 pages of supporting documentation over the years to corroborate these claims.

I am grateful to work under the general direction of a Division Manager who is an expert in emergency medicine. My colleagues have strong EMS backgrounds and we work in a small office of six people. While they coordinate EMS, I have been the person ensuring that we are able to acquire the goods and services necessary for the provision of EMS. In that capacity, **I have negotiated and executed over $1 million in contracts since 2015**. Just as I did in my previous employment with the City, I am given an end-goal and I use my education, creativity, and extensive knowledge of government to accomplish said goal. Working through sticky: legal, bureaucratic, fiscal and other administrative issues is my forte. **I am not regularly evaluated on an annual nor quarterly basis as a Program Analyst I would be; nor does the Division Manager meet regularly with me, as there has never been a need to do so.** My unsupervised work has protected City funds, eliminated and mitigated legal risks and liabilities for the City, and allowed MSD to work interdepartmentally on complex issues. **I have submitted dozens of examples** that I respectfully include as part of this packet.

I submit this request not only to have this position properly classified, but also to **continue to professionalize the division**. The City is ill-served by misclassifying this position. There is no one in MSD that has the educational and experiential background to navigate the complex and ever-changing issues that arise when **critical medical equipment and services need to be acquired.** The position demands that the incumbent be able to: negotiate contracts, interpret the legal ramifications of seemingly small policy and procedural changes, ensure compliance to local, state, and Federal guidelines, and understand how to utilize City resources and governmental processes to the Division's advantage. **There is, currently, work to be done regarding contractual and governmental compliance.** There is also work to be done to protect the City legally should issues arise. Calls for medical services make up the lion's share of calls for service for OFD, **each one of those calls could expose the City to liabilities** based upon the services and goods that have been acquired. I have been working with attorneys for years and I operate from a theoretical framework that has been refined by years in government and academia. I have created successful programs including our narcotics reverse distribution program as well as the Community CPR Program; utilizing past knowledge, resources, and connections to governmental staff in the City and County.

In summation, the proper classification of this position as a Program Analyst III should **result in savings for the City in terms of staff time, resources and City funds**. It is always difficult to calculate savings on issues that did not occur or were nipped in the bud before they escalated above and beyond the division. Proper classification of this position is a form of insurance as I would be able to take on complex issues that I do not, at this time, have the power nor the authority to rectify. In my tenure, I have successfully worked with the Fire Chief, the City Auditor, the Controller's Office, Purchasing, OPRYD, and agencies outside of the City, all under the general direction of the Division Manager. It is in the City's best interest to acknowledge and rectify this misclassification and to avoid wasting the sorely needed skillset that I bring to the Division. Without this change, the City has experts in emergency medicine and other on-the-ground issues, but no one to ensure that this isn't happening within a silo that potentially puts the City at risk. With your help, I can work across departments for the greater good of MSD, OFD, and the City at large. **My level of education exceeds the requirements even for a Program Analyst III** and has been instrumental in the creative work that I have done for MSD.

In that spirit, I submit to you the documents that I turned in to DHRM in early May of 2019. Those documents, encompassing four years, corroborate and augment what has been previously stated in this letter; they also contain documents that were submitted previously, in August of 2018. In all, they show that **I have performed and continue to perform the duties of a Program Analyst III**. I do hope that the Board allows me to continue this important and necessary work. A common refrain here is that "we aren't buying paper clips". It is accurate, the goods and services involved truly are matters of life and death for all Oaklanders. The programs and processes here demand the highest level of vigilance; a kind of vigilance that I would like to continue to provide.

I thank you for your time and consideration of this appeal.

Michael Johnson

# PROGRAM ANALYST I

## DEFINITION

Under direct supervision, assists in program planning, research, analysis and development; drafts grant proposals and reports; assists in the implementation of programs; provides assistance to community organizations, district boards and citizen advisory bodies; and performs related duties as assigned.

## DISTINGUISHING CHARACTERISTICS

This is an entry-level classification in the series. The incumbent assists in the development of programs, identification of fund sources implementation of programs, and evaluation of results. Assignments are generally limited in scope and performed under direct supervision. Program Analyst I differ from Program Analyst II in that the latter provides lead direction to assigned staff and works independently.

A Program Analyst I receives supervision from a Program Analyst III or other management staff.

## EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Assists in the translation of ideas and concepts into fundable programs or projects; assists in the development of strategies to locate funds for programs; assists in contract implementation with public service agencies; arranges supplemental funds and program revisions when needed.
Drafts grant proposals and applications; reviews grant documents to ensure compliance with grantor and City standards; assists in the administration of grant programs; monitors required grant procedures.
Assists in the planning and implementation of programs, preparing budgets, identifying sources of funds, developing and negotiating contracts, resolving problems and communicating with participants.
Monitors contract with service providers; conducts site visits; reviews invoices from contractors and consultants for accuracy and completeness.
Provides staff assistance to citizen advisory bodies, committees and commissions; facilitates meetings of community organizations, district boards, and neighborhood groups relating to the development and implementation of programs.
Write reports, letters, agendas, and minutes; researches, prepares, and analyzes reports.
Assists in making public presentations relating to assigned programs; prepares written material for public distribution.

## EDUCATION AND EXPERIENCE

*Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.*

Education:
Bachelor's degree in business or public administration, social work, behavioral sciences or a related field from an accredited college or university.

Experience:
One year of experience in a relevant field of program administration.

## KNOWLEDGE AND ABILITIES

Working knowledge of:
Principles and practices of program management.
Research and analysis techniques.
Computer applications, including words processing, spreadsheets, databases, and project management.

Some knowledge of:

Community resources and organizations.
Grants writing and reporting procedures.
Public contact and community relations techniques.

Ability to:
Assist in planning, organizing, directing and evaluating programs.
Analyze professional reports and implement individualized education plans.
Communicate effectively in writing and orally with the public, including City departments and State agencies.
Interpret federal and state regulations pertaining to block grants.
Maintain accurate records; prepare clear, concise reports.
Assist in the preparation and administration of grants.
Conceptualize programs in response to constituent needs and request for proposal requirements; develop organizational and staffing structures.
Prepare analyzes and interprets reports of a general or technical nature.
Establish and maintain positive relationships with both governmental and non-profit agencies, community leaders and program constituents.
Communicate effectively and persuasively in both oral and written form with a diverse group.
Establish and maintain effective work relationships with those contacted in the performance of required duties.

LICENSE OR CERTIFICATE
Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

Established: 5-14-1998; CSB Reso#: 44376

**CITY OF OAKLAND**

**CLASS SPECIFICATION**

**Class Code:** 9292

**Rep. Unit:** M

**CSB Status:** CC

# PROGRAM ANALYST III

## DEFINITION

Under direction, directs or performs program planning, research, analysis and development; negotiates and administers contracts; writes grant proposals and submits applications; implements and monitors programs; prepares reports and drafts proposed programs; performs needs assessment; provides assistance to community organizations, district boards and citizen advisory bodies; supervises assigned staff; and performs related duties as assigned.

## DISTINGUISHING CHARACTERISTICS

This is an advanced journey-level classification in the series. The incumbent directs or develops programs, finds sources of funds, administers programs and contracts, and evaluates results. The incumbent receives general instructions regarding the scope of and approach to programs, but procedures and techniques are left to the discretion of the incumbent. Program Analyst II differs from Program Analyst III in that the latter supervises professional staff or acts a team leader on complex projects.

A Program Analyst III receives direction from a supervisor, manager, or other management staff and supervises Program Analyst II, clerical staff, interns, and other assigned staff.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Directs the translation of ideas and concepts into fundable programs or projects; develops strategies to locate funds for programs; coordinates funding requests and contract implementation with public service agencies; arranges supplemental funds and program revisions when needed.

Designs, negotiates, and administers contracts with consultants and service

providers; monitors contracts to ensure compliance; conducts site visits; reviews invoices and recommends payments to contractors and consultants.

Writes grant proposals and applications; reviews and evaluates grant documents to ensure compliance with grantor and City standards; administers grant programs; develops and monitors required grant procedures.

Acts as program leader, including the planning and implementation of programs, preparing budgets, identifying sources of funds, developing and negotiating contracts, resolving problems and communicating with participants.

Provides staff assistance to citizen advisory bodies, committees and commissions; facilitates meetings of community organizations, district boards, and neighborhood groups relating to the development and implementation of programs;

Supervises, trains and evaluates assigned staff; prepares and monitors a unit budget.

Writes reports, letters, agendas, and minutes; researches, prepares, and analyzes complex reports.

Makes public presentations relating to assigned programs; prepares written material for public distribution.

Reviews and prepares City Council agenda materials; prepares staff reports.

## KNOWLEDGE AND ABILITIES

Considerable knowledge of principles and practices of program management.

Considerable knowledge of contract negotiation, grant writing and reporting procedures.

Considerable knowledge of public contact and community relations techniques.

Working knowledge of research and analysis techniques.

Working knowledge of computer applications, including word processing,

spreadsheets, databases, and project management.

Working knowledge of community resources and organizations.

Working knowledge of budget development and administration.

Ability to plan, organize, direct and evaluate programs.

Ability to analyze professional reports and implement individualized education plans.

Ability to communicate effectively in writing and orally with the public, including City departments and State agencies.

Ability to interpret federal and state regulations pertaining to block grants.

Ability to work independently and set priorities.

Ability to maintain accurate records; prepare clear, concise reports.
Ability to prepare and administer grants.

Ability to perform project management and supervision.

Ability to conceptualize programs in response to constituent needs and request for proposal requirements; develop appropriate budget, organizational and staffing structures.

Ability to prepare, analyze and interpret complex reports of a general or technical nature.

Ability to establish and maintain positive relationships with both governmental and non-profit agencies, community leaders and program constituents.

Ability to communicate effectively and persuasively in both oral and written form with a diverse group.

Ability to establish and maintain effective work relationships with those contacted in the performance of required duties.

**EDUCATION AND EXPERIENCE**

Any combination of experience and education that demonstrates possession of the

required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Experience:**
Four years of relevant experience in the particular area of program administration, including one year of lead direction or supervisory experience.

**Education:**
Bachelor's degree in business or public administration, social work, behavioral sciences or a related field from an accredited college or university. A Master's degree is desirable.

**LICENSE OR CERTIFICATE**
Successful incumbents in this job are expected to operate automotive vehicles in the performance of the assigned duties. Due to the nature of the assignment and the hours worked, public transportation may not be a cost effective or efficient method for traveling to the various locations required. Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

Civil Service Board: #44376
Date Approved: 05/14/98
Date Revised:

**CITY OF OAKLAND**

**CLASS SPECIFICATION**

**Class Code:** 9291

**Rep. Unit:** W

**CSB Status:** CC

# PROGRAM ANALYST II

## DEFINITION

Under general supervision, performs program planning, research, analysis and development; writes grant proposals and submits applications; implements and monitors programs; prepares reports and drafts proposed programs; performs needs assessment; provides assistance to community organizations, district boards and citizen advisory bodies; provides lead direction to assigned staff; and performs related duties as assigned.

## DISTINGUISHING CHARACTERISTICS

This is a journey-level classification in the series. The incumbent develops programs, finds sources of funds, administers programs, and evaluates results. The incumbent works independently with limited supervision. Program Analyst II differs from Program Analyst III in that the latter may supervise professional or act a team leader on complex projects.

A Program Analyst II receives general supervision from a Program Analyst III or other management staff and may provide lead direction over clerical or temporary staff.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Translates ideas and concepts into fundable programs or projects; develops strategies to locate funds for programs; coordinates funding requests and contract implementation with public service agencies; arranges supplemental funds and program revisions when needed.

Writes grant proposals and applications; reviews and evaluates grant documents to ensure compliance with grantor and City standards; administers grant programs; develops and monitors required grant procedures.

Acts as program leader, including the planning and implementation of programs, preparing budgets, identifying sources of funds, developing and negotiating contracts, resolving problems and communicating with participants.

Designs, negotiates, and administers contracts with service providers; monitors contracts to ensure compliance; conducts site visits; reviews invoices and recommends payments to contractors and consultants.

Provides staff assistance to citizen advisory bodies, committees and commissions; facilitates meetings of community organizations, district boards, and neighborhood groups relating to the development and implementation of programs;

Writes reports, letters, agendas, and minutes; researches, prepares, and analyzes complex reports.

Makes public presentations relating to assigned programs; prepares written material for public distribution.

Reviews and prepares City Council agenda materials; prepares staff reports.

## KNOWLEDGE AND ABILITIES

Considerable knowledge of principles and practices of program management.

Considerable knowledge of grant writing and reporting procedures.

Working knowledge of research and analysis techniques.

Working knowledge of computer applications, including word processing, spreadsheets, databases, and project management.

Working knowledge of community resources and organizations.

Working knowledge of public contact and community relations techniques.

Working knowledge of budget development and administration.

Ability to plan, organize, direct and evaluate programs.

Ability to analyze professional reports and implement individualized education plans.

Ability to communicate effectively in writing and orally with the public, including City departments and State agencies.

Ability to interpret federal and state regulations pertaining to block grants.

Ability to work independently and set priorities.

Ability to maintain accurate records; prepare clear, concise reports.

Ability to prepare and administer grants.

Ability to perform project management and supervision.

Ability to conceptualize programs in response to constituent needs and request for proposal requirements; develop appropriate budget, organizational and staffing structures.

Ability to prepare, analyze and interpret complex reports of a general or technical nature.

Ability to establish and maintain positive relationships with both governmental and non-profit agencies, community leaders and program constituents.

Ability to communicate effectively and persuasively in both oral and written form with a diverse group.

Ability to establish and maintain effective work relationships with those contacted in the performance of required duties.

## EDUCATION AND EXPERIENCE

Any combination of experience and education that demonstrates possession of the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Experience:**

Three years of relevant experience in the particular area of program administration.

**Education:**
Bachelor's degree in business or public administration, social work, behavioral sciences or a related field from an accredited college or university.

**LICENSE OR CERTIFICATE**
Successful incumbents in this job are expected to operate automotive vehicles in the performance of the assigned duties. Due to the nature of the assignment and the hours worked, public transportation may not be a cost effective or efficient method for traveling to the various locations required. Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

Civil Service Board: # 44376
Date Approved: 05/14/98
Date Revised: