

# PCDA Preliminary Recommendations

## FY13/FY14 Slots Revenue

May 29, 2013

Coldspring Newtown Priorities	Responsible Agency	FY 13/FY 14 Proposed Funding	Notes	PCDA Comments/Questions	PCDA Preliminary Recommendation (Given Current Information)	Responses to PCDA Questions/Comments
Fencing along Springarden Drive and Greenspring and Yellowwood	DOT	\$12,000		What is the scope and rationale?	Support, with qualifications	New Fencing along Springarden will improve the aesthetics entering the community from Greenspring in addition to restricting individuals from cutting through the woods which is a current public safety hazard. It would require all pedestrians entering the neighborhood to remain on the sidewalk and not linger or walk in the woods except at designated locations
Rail along both sides of Springarden between Yellowwood and Tamarind				What is the scope and rationale?	Support, with qualifications	The railing along Springarden Drive is both a safety and an aesthetic improvement. The City has recently completed the Jones Falls Bike Trail which will increase pedestrian and cycling through the neighborhood via Springarden. The railing will prevent cyclists and pedestrians from potentially falling down the steep grades in these locations. The current railings are over 30 years old and in serious need of repair. The railing can also prevent vehicles from crashing into these areas if they are traveling at a low rate of speed.
Seat wall and Jones Falls Trail Head Improvements – Springarden @ Tamarind	Rec and Parks			What is the scope and rationale?	Support, with qualifications	This improvement is in the Woodlands@Coldspring and along the trailhead of the Jones Falls Trail. This seat wall will serve as the entrance to the trailhead as it enters the urban forest. It will provide a locations where both pedestrian and cyclists can sit before/after entering the forest in addition to providing a safety barrier to prevent people from fall down into the ravine and the retention pond
Labyrinth – improved walkway, seating area, and gazebo		\$10,000		What is the scope and rationale?	Support, with qualifications	This is an aesthetic improvement to a community amenity that is utilized for exercise/ recreation by many residents
Demolition of sculpture and redesign plan/cost estimating of fire lane				What is the scope and rationale?	Support, with qualifications	This is a popular gathering area for residents. It is currently in disrepair. The community would like to redesign this area and will solicit ideas from residents and artists. This is a community building/ civic engagement project in addition to improving the infrastructure in the area.
Coldspring sign – Greenspring Ave	Community initiative			What is the scope and rationale?	Support, with qualifications	The existing neighborhood sign has deteriorated. The community replaced one of the current signs as part of the Jones Falls Bike Trail along Tamarind at Coldspring. This sign will be replaced with a similar sign so that both entrance signs match. This is also part of the neighborhood’s effort to improve ‘ way finding’ in and around the neighborhood.
Benches (new and repaired)				What is the scope and rationale?	Support, with qualifications	Infrastructure improvements to community amenities
Decorative crosswalks\traffic calming (Springarden at Tamarind)	DOT			What is the scope and rationale?	Support, with qualifications	Speeding is a constant problem along Springarden. It is used as a “cut through” between Greenspring and W. Coldspring Lane. There have been numerous near misses with cars exiting Yellowwood Ave seeking to enter Springarden. Pedestrians... many with baby strollers frequently cross this street to get from one side of the community to the other and are constantly “hurried” by approaching vehicles. Pedestrian also utilizes Springarden to get in and out of the neighborhood particularly to access Cylburn Arboretum . This will likely increase with arrival of the Jones Falls Bike Trail and introduce more cyclists to this equation further increasing the likelihood of potential conflicts. The community wants to be proactive and seek a solution that makes this street more pedestrian friendly and reduce the negative impacts and potential conflicts with vehicles.

Wabash Area Priorities	Responsible Agency	FY 13/FY 14 Proposed Funding	Notes	PCDA Comments/Questions	PCDA Preliminary Recommendation (Given Current Information)	Response to PCDA Questions/Comments
Wabash Avenue traffic study	DOT	\$40,000	Evaluate feasibility of narrowing Wabash Ave, adding a light at Lewin, and other concepts to improve the quality of life for nearby residential areas	Will the recommendations of the study be implemented using future slots dollars? How will that be affected by other priorities? How will that be coordinated with redevelopment of the Dolfield commercial area and other areas along Wabash?	Support, with qualifications	Traffic study is \$25,000 to \$40,000. New traffic light is \$200,000 to \$300,000.
Dolfield area sanitation and public safety services	Community Initiative	\$80,000	Employ staff to provide additional sanitation, and potentially public safety, services in the Dolfield commercial area similar to what is common in benefits districts; this is in keeping with the TAP recommendations and could use part of the FY12 remaining funds; need to determine who would oversee this effort	What is the scope (hokey man or benefits district model or other)? Is this intended to be an ongoing initiative? How will it be funded? Will this leverage other funding? Could this be achieved through a community service project? Is there an opportunity to coordinate with other neighborhoods funding similar initiatives?	Support of concept, further details needed	
Callaway Elementary Webster Kendall Rec Center	Community Initiative		Facility improvements such as ceiling, floor, and plumbing; operating funds for after school program and summer camp; the center is currently being operated by the Boys and Girls Club and is understaffed	Verify improvements at this location are consistent with School Construction plans and BCRP plan for recreation centers.	Support	Funding for facility improvements have been secured through another source. The current Wish List includes: 1- Playground 2- Stage Curtains 3- Electronic Switch for Cafeteria Screen 4- Airphone Security Door for back Parking Lot Entry 5- Science Lab

NWCPF SNAP Priorities	Responsible Agency	FY 13/ FY 14 Proposed Funding	Notes	PCDA Comments/ Questions	PCDA Preliminary Recommendation (Given Current Information)	Responses to PCDA Comments/Questions
BI-lingual Community Organizer - Salary and Fringe and CHAI administrative overhead	CHAI	\$80,000		Is this coordinated with the Mayor's Office of Neighborhoods' Hispanic Liaison? Is this intended to be an ongoing initiative? How will it be funded? Will this leverage other funding?	Support, with qualifications	<p><b>Is this coordinated with the Mayor's Office of Neighborhoods' Hispanic Liaison?</b> If this project is funded, it will be coordinated with the Mayor's Office of Neighborhoods' Hispanic Liaison and any other private/public institutions that provide similar services. These relationships will benefit, further strengthen and supplement the outcomes of the proposed project.</p> <p><b>Is this intended to be an ongoing initiative?</b> The intent is to continue the project beyond the budget year and perhaps even expand the scope as the need requires. Currently Fallstaff has the greatest need for the services provided by the requested position, but Glen is also starting to experience an increase in the targeted population and may at some point in the future benefit from the same services.</p> <p><b>How will it be funded?</b> In the future, it is anticipated that ongoing funding will be sought from future slots funding years and other sources. CHAI, as the responsible agency, deems the project as a vital service and will help to seek funding through its many grant sources. Other funding sources that may be applicable will be pursued also.</p> <p><b>Will this leverage other funding?</b> The expected outcomes will make this project a viable resource for overall neighborhood improvement and it is anticipated that the demand for services will encourage the participation of other partners and funding sources.</p> <p><b>Additional Comments:</b> The NWCPF appreciates the support the PCDA has given to the BI-lingual Community Organizer position requested in the 2014 Slots Fund Request. According to citywide housing typology, Fallstaff falls into the category of Middle Market Neighborhoods. As the 2012 SNAP Plan indicates "Neighborhoods in this category have median sales values above the citywide average as well as high rates of homeownership. These markets experienced high rates of foreclosure compared to more competitive markets, with slight population loss. Fallstaff and portions of Glen fit the Middle Market typology."</p> <p>A 2011 study conducted by the Johns Hopkins Institute of Policy Studies "Demographic Transformation in Baltimore Neighborhoods" December 13, 2011, at the request of the Mayor and the City Planning Department shows that the Fallstaff community has been experiencing declining socio-economic indicators associated with ethnic and racial change over the last 20 years. This study indicates that Fallstaff especially, is moving towards the category of Middle Market Stressed. Neighborhoods in this latter category "have moderate real estate values, average homeownership rates, and substantial vacancy rates, although not as substantial as Distressed areas. Without intervention these neighborhoods could find themselves with widespread vacancies."</p> <p>Fallstaff community leaders have been aware of the changes noted above for several years and in partnership with CHAI and with grant funding that CHAI obtained in 2002, engaged the services of a Hispanic speaking community organizer, who worked primarily with the Hispanic population then limited to one or two streets with small inexpensive rental units in the Fallstaff Community to integrate the new population into the existing community assisting with housing, living conditions, sanitation issues, employment. When the grant ended in 2004, the efforts previously undertaken by the community organizer were pretty much abandoned and the Hispanic population grew rapidly with little or no intervention to assist with housing, living conditions and employment thus bringing about the decline in property values and incomes noted by the Johns Hopkins Study.</p>

Office Space and supplies for Bi-Lingual Community Organizer	CHAI	\$30,000	For Community Organizer	Is free or cheap space available, such as a home office, Fallstaff K-8 or Northwestern High School?	Unfavorable – co-locate to save money	<p><b>Is free or cheap space available, such as a home office, Fallstaff K-8 or Northwestern High School?</b></p> <p>In initial planning for this position, it is envisioned that office space will need to accommodate the following:</p> <p>Flexible Operating Hours  Close proximity to the community (within reasonable walking distance of intended service population)  Space for multiple activities and storage for materials and supplies to be housed  Space where a comfortable and non threatening environment can be established (some people feel suspicious of formal facilities and institutions)  Space for several people (ex. a waiting room)  Space for small training sessions  Space for volunteers to assemble;</p> <p>The position will with public/private partners and CHAI management provide the following types of information and services:</p> <ul style="list-style-type: none"> <li>a. Housing</li> <li>b. Education</li> <li>c. Employment</li> <li>d. Career counseling</li> <li>e. Conflict &amp; Mediation resolution services</li> <li>f. Paths towards US Citizenship</li> <li>g. English as a Second Language classes (at night / daytime?)</li> </ul> <p>While every effort will be made to find inexpensive rental space (including phone service), it is difficult to determine what the actual cost will be, but a minimum of \$10,000 is envisioned. Supplies are absolutely essential and would include brochures/flyers to introduce the services, copying service and used furnishings.</p> <p>A home office might preclude the activities required for this position. Office space at Fallstaff is not available and since it is envisioned that this position will primarily provide services to adults and the hours and days of service will require flexibility, not ordinarily available through an elementary/middle school, Fallstaff is not considered an option for office space. Northwestern is scheduled to close in 2015, which will probably require some initial movement in that direction in 2014 and therefore is also not considered an option. In addition, both schools would require some form of rent, as this is not a school program.</p>
Street clean-up to help with daily cleaning of the streets, gutters and storm drains along Reisterstown Road, Park Heights Avenue and other high traffic areas throughout the community	Community Initiative	\$80,000	CHIMES or similar organization?	What is the scope (hokey man or benefits district model or other)? Is this intended to be an ongoing initiative? How will it be funded? Will this leverage other funding? Could this be achieved through a community service project? Is there an opportunity to coordinate with	Support of concept, further details needed	<p><b>What is the scope (hokey man or benefits district model or other)?</b></p> <p>Fallstaff and Glen do not qualify for the benefits district model. Based upon resident’s reaction to proposed city taxes, ex: water bill increases and storm water fee assessments, it is highly unlikely that residents would respond favorably to a request for a surcharge as required by benefits districts. While the project request was submitted with referral to “Hokey Man” to describe the concept of street cleaning, a contract with a third party to provide the actual services is actually envisioned.</p> <p><b>Is this intended to be an ongoing initiative?</b></p> <p>This is intended to be ongoing an ongoing initiative to maintain good sanitation practices and sustainability.</p> <p><b>How will it be funded? Will this leverage other funding?</b></p> <p>This project will be funded with subsequent year’s slots funding. Other funding options will also be researched for subsequent year funding, as will lessons learned during the life of the project funded in 2014. It is expected that clean streets will enhance the attractiveness of the communities for prospective home buyers/renters. This would increase interest in continuing the clean streets initiative and encourage the participation of other partners and funding sources.</p>

				other neighborhoods funding similar initiatives?		<p><b>Could this be achieved through a community service project?</b> This is not considered to be a viable community services project as the area of coverage is too vast and significant coordination and supervision would be required to operate as a community services project. This decision is based upon prior experience over the last two years, when efforts have been pursued with Northwestern High School to engage student participation in limited, one day neighborhood street gutter and storm drain cleanups with the promise of service hours. These limited efforts have not yielded any significant student participation and required tremendous community coordination.</p> <p><b>Is there an opportunity to coordinate with other neighborhoods funding similar initiatives?</b> The five communities in the NWCPF are not currently funding similar initiatives. The requested project covers two communities (Fallstaff and Glen); any additional communities would require additional funds.</p>
Repairs to the garden and sign at the Cross Country/Glen entrance to Cheswolde and additional gardens and signs to other entrances to the Cheswolde neighborhood.	Community Initiative	\$17,000		What is the scope? Provide a "before" picture to show what is being addressed. How will maintenance be handled?	Support	
Building of the Hatzalah Community Center and firstaid/CPR Training Facility on Taney Road	Community Initiative	\$325,000	Discuss with Public safety agencies	What is the total cost for the building? How much has been raised to date? What are the other funding sources? Will the construction follow the City's bid/procurement process/rules (MBE/WBE, local hiring, etc)? Is Hatzalah a religious organization? What are the service boundaries? What is the relationship between Hatzalah and the Fire Dept?	Unfavorable – legal questions	See attachments.
Northwest Park - Construct a fountain in honor of long-time resident Eric Waller as a resource for both the Community Garden and riders on the Jones Falls Trail.	Community Initiative	\$13,000	The Mt. Washington Preservations Trust has partial funding	What is the total cost? How much has been raised to date? What are the other funding sources?	Support	<p>The proposed fountain is included in the Northwest Park Master Plan. I was also noted as a goal in original discussions of the design of Phase V of the Jones Falls Trail. The fountain would serve Park Users, Trail Users and would provide a water source for the Community Garden located in NW Park.</p> <p>The design of the fountain will be accomplished by the Department of Parks with input from MWIA and MWPT. The goal is to provide a drinking fountain and spigot. (This is not an ornament)</p> <p>The MWPT received a gift of \$2000 from the estate of the late Eric Waller, a long time Mt. Washington resident and gardener. Dept of Parks, with input from DPW has estimate the total project cost at \$15000.</p>

Strategically place security camera around the Cheswolde area.	Police or community	\$115,000	Discuss with Public Safety Agencies. Cheswolde will install and monitor.	This seems like a privacy violation and also inappropriate to use public funds for cameras on private property. Safety cameras should be coordinated with Police.	Unfavorable – legal questions	See attachment.
Planters with flowers and park benches along the Cross Country creek park area	Rec and Parks	\$13,000		What is the scope? Provide a "before" picture to show what is being addressed. How will maintenance be handled?	Support	This is actually part of the Western Run Linear Park which border the Western Run Stream on the north side of Cross Country Blvd. This is of the few accessible green spaces in the area. Preliminary designs for improvement of this area were done in concert with the original design of the Jones Falls Trail Spur to be constructed as part of Phase V. Although the trail is not yet scheduled to extend into this part of the park, the goal is to make this part of the park more user friendly. . Rec and Parks has preliminary designs that could form the basis of this beautification effort.
Northwest Park Improvements	Rec and Parks	\$275,000		Provide a summary of the master plan.	Support	See copy of master plan.
Finish Luckman Park consistent with the 2005 SNAP plan and fund a Community Wide Kick-Off event to reopen the park.	Rec and Parks	\$25,000	Estimate is for Park-signage. This project could be supplemented by grants and in-kind services by Community Groups (ex: Mt. Washington Preservation Trust).		Support	A major renovation of Luckman Park is scheduled for completion this spring. As part of this renovation, new beds, planters and entrances to the Park have been established, but funds are lacking for plantings and signage. The Mount Washington Preservation Trust and the Friends of Luckman Park have offered to plant and maintain the new beds, but need plants and associated materials. There is an existing "Friends of Luckman Park" group that has done ad hoc programming at the Park prior to its closing for construction and which worked closely with Rec and Parks on the Master Plan. Traditionally, programming included community picnics, yard sales, park clean ups, concerts etc. We propose providing money in the form of grants that could be used to provide needed materials for the gardens, and "seed" the Friends group to restart programming. The President's Council of the NWCPF has also proposed a multi-community "Grand Opening" event to re-introduce the new park to the community and build cross community and cross cultural alliances around the Park. This could also be accomplished through a grant to the Friends of Luckman Park Group.
Identify and implement parking solution for the Reisterstown Road library branch.		\$115,000	Funds would supplement funds raised by Enoch Pratt to acquire site and develop parking.	What is the total cost of the project? Are other fund sources identified? If so, how much and what fund sources?	Support	Not sure of the total cost of the project which includes property acquisition, demolition, paving, fencing, and design? The Enoch Pratt Library does have funds for this project and these funds would help to supplement the cost of the project. Glen will be meeting with the library in the near future. Currently the site is under the Mayor's Office Vacants to Value Program to begin the process.

Commission an independent study to evaluate the various proposed housing strategies and recommend an implementation strategy that will maximize the long	Baltimore Housing/CHAI	\$80,000		What is the scope and rationale?	Unfavorable – rationale is unclear	<p><b>Scope and Rationale</b></p> <p>The five neighborhoods of Northwest Baltimore have an aging housing stock. In order to maintain the integrity of the housing, CHAI offers a variety of grant and loan incentives for settlement and mortgage costs, as well as renovation. CHAI is also a partner in the Healthy Neighborhoods Program, which provides additional financial resources for homebuyers. Since 2007, CHAI has provided 107 loans for home purchase and renovation totaling just over \$4,000,000.</p> <p>CHAI has become a qualified bidder for homes on Baltimore Housing's Vacants 2 Value list. Many of these homes are in the Glen neighborhood, which is also CHAI's Healthy Neighborhood. We propose to utilize slots resources to purchase and renovate those homes and sell them to qualified homebuyers. CHAI has had success with this in the past, purchasing and renovating 20 homes during the past 15 years. This strategy will limit the number of investors that purchase homes and leave them unoccupied for tax purposes and allow CHAI</p>
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term impact of SLOTS funds.						and the GSA to stabilize and enhance a particular community. This could be a considered a two to three year pilot strategy, and if successful, be replicated to other parts of the GSA where there are vacant houses and blight. CHAI and the five neighborhoods will work together to develop a strategic plan which includes evaluating the pilot.
Traffic and transportation study of the entire SNAP area to evaluate needs and available resources	DOT	\$85,000	Broad, high level study, not a detailed engineering feasibility study.		Support	
Pimlico Safety Academy - Master agreement, master plan and improvements, programming	Rec and Parks	\$115,000	Master plan and begin implementation	Coordinate details with Police Department.	Support	
Develop an inventory of existing open space resources in the SNAP communities and identify unused, or under-used lands that could be converted for public open space.	Rec and Parks	\$20,000	Focus on Cheswolde sites	Could a student or intern create this inventory?	Unfavorable – consultant not needed	
Partner with Mt. Washington Village Merchants Association to improve parking, marketing, signage, and streetscape within the Mt. Washington commercial area.	BDC	\$100,000		What is the scope and rationale? This is a longstanding problem that has been assessed before. Could funds be used to implement a specific improvement to the commercial area instead?	Unfavorable – studying not likely to provide a solution	This proposal is to allocate funds to begin implementing needs identified in earlier studies. The Merchants, working with Dept of Planning, can prioritize the needs and propose immediate, high impact projects based on the availability of funds and then engage the appropriate agencies. The goal is to strengthen the Village by implementing those efforts that will have the greatest, most immediate impact on increasing foot traffic in the Village. The Village Merchants have been working with the City to move forward on several projects to increase parking availability and improve pedestrian safety. Proposals exist for improvement of the pedestrian walkway between the Village and Mt. Washington Mil which is heavily used by rider of the Light Rail.
NWCPF Total		\$1,488,000				

May 28, 2013

Dear Kyle,

Enclosed please find a more complete list of items needed by partners in the Garrison Hill Community:

1. Calloway Elementary School
  - A. 100 Computers
  - B. 200 Plastic Chairs
  - C. 2 Industrial Size Fans
  
2. George F. W. McMechen Senior High School
  - A. 6 Twelve Feet Long Tables
  - B. 100 Chairs
  - C. 1 Flat Screen Television 60"
  - D. Security Cameras for Exterior of Building
  - E. Complete Renovations of Kitchen Skills Unit
  
3. Designation of "Safe School Zone" for George F. W. McMechen Senior High School
  
4. 3900 Block of Ridgewood Ave.-Designation of a blighted, nuisance properties, explore alternative location for existing occupants, consider demolishing and creating a "green" space to replace the current houses.
  
5. "No parking" signs in front of Post Office.
  
6. Recreation center at Calloway Elementary School
  - A. Funding to improve staff: participants ratio
  - B. 5 each basketball, baseballs, footballs, soccer balls
  - C. 10 twelve feet tables
  - D. 100 chairs

Thank you for your assistance with our concerns.

Sincerely,  
Trudy Tull  
Vice President

Garrison Hill Community Association



Ms. Edwards,

Avraham Sauer has asked me to provide you with an explanation of the service that Hatzalah provides to the five SNAP neighborhoods and to answer the concerns of the PCDA work group about the allocation of slots revenues to Hatzalah. It is my pleasure to do so.

Hatzalah is not a religious organization, rather it is a geographic organization. Its borders, for the most part, are the same lines that encompass the Glen, Cheswolde, Fallstaff, Cross Country, and Mt Washington neighborhood borders – making this the perfect fit for slots revenues, as it benefits all residents, across all races, religions, and creeds, in this defined geographic area. The MOU with Baltimore City, which is attached, spells this out.

Being a not-for-profit, Hatzalah has spent two years seeking the right contractor, at the right price, for this project. Given the fact that this is not a City-owned property, there is no need to follow the City bid procurement process.

Regarding the question of the Baltimore City Fire Department, please find the enclosed MOU's, showing the relationship that has already been approved by the Board of Estimates for Hatzalah. The relationship is a unique one, that is the envy of many other cities.

The Hatzalah Community Center will be used for Cheswolde Neighborhood Association meetings as well. Another use would be expanded community training. Currently, Hatzalah offers the following training: CPR, first aid, EMT-B, Paramedic, ACLS, the largest public access AED program in this region, life guarding, health awareness, fire safety, elderly care, childcare classes and recertification, aside from the ongoing Hatzalah training for not only Hatzalah members, but for Baltimore City Fire Department personnel as well. The biggest challenge thus far has been availability of space to hold these classes, and we have had to turn people away due to lack of space.

Total cost for the building will be about \$800,000.00 of which Hatzalah has raised the balance of the monies from community donations.

Please let me know what other information I can provide.

Sandy Rosenberg



Bernard C. "Jack" Young

*President*

Baltimore City Council

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E-Mail [councilpresident@baltimorecity.gov](mailto:councilpresident@baltimorecity.gov)

May 25, 2013

Dear PCDA Members and Honorable Mayor Rawlings-Blake,

As you all know, I have been an ardent supporter of Hatzalah of Baltimore since its inception. The work this group does, hand in hand with the Baltimore City Fire Department, is truly remarkable. Hatzalah's members have provided EMS services to the Northwest part of Baltimore City with the utmost care, respect and dignity and always in an expeditious manner.

I have followed their progress from being first responders to EMTs and ultimately to paramedics and who transport patients via their three ambulances. They have become a model of what citizens coming together can do while working within the framework established by the State of Maryland through MIEMMS, and Baltimore City.

Hatzalah is now at the next junction, which is the building of a facility to house its ambulances, serve as a central dispatch location, and provide community services. These include the largest deployment of AEDs in this region, teaching thousands of people annually in CPR, first aid, life guarding, public safety and other courses. This facility will also serve as a training facility for the EMTs and paramedics. Hatzalah members have trained with and given EMS classes for not only other members but for Baltimore City and Baltimore County Firefighters. This is a unique opportunity that we have to help our own citizens who have given their all to be there for us in our times of need.


Please do not let Hatzalah down. Rather, show your support for what role models these brave men and women have been, and support this valuable resource that Baltimore City has. In addition, the building will be used as a Community Center for the Cheswolde Neighborhood Association to hold its meetings. Having civic-minded groups involved can only heighten the value of this endeavor.

Once again, I urge you to help in any way possible to ensure that this building becomes a reality.

Bernard C. "Jack" Young

*President*

Baltimore City Council

<b>FROM</b>	NAME & TITLE	William J. Goodwin, Jr., Chief of Fire Department <i>WJG</i>	CITY of BALTIMORE <b>MEMO</b> <i>511</i>	
	AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 E. Fayette Street 545-6002		
	SUBJECT	Permission to Accept MOU with Hatzalah of Baltimore, Inc		

DATE March 19, 2007

TO The Honorable President and Member  
Of the Board of Estimates

Dear President and Members:

**ACTION REQUESTED OF THE BOARD OF ESTIMATES:**

The Baltimore City Fire Department requests permission to accept the Memorandum of Understanding with Hatzalah of Baltimore, Inc., a nonprofit corporation.

**AMOUNT OF MONEY AND SOURCE OF FUNDS:**

There are no costs incurred through this MOU.

**BACKGROUND/EXPLANATION:**

This MOU gives recognition and acknowledgement to Hatzalah volunteers who are certified by the State of Maryland as emergency medical service providers to render basic life support emergency medical services care prior to the arrival of BCFD personnel. The term of the MOU shall be five (5) years, beginning upon Board of Estimates approval.

**APPROVED BY BOARD OF ESTIMATES**

*Bernice H. Taylor* APR 25 2007

CLERK                      DATE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated March 13, 2007, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (hereinafter the "City") acting by and through its Fire Department (hereinafter the "BCFD") and Hatzalah of Baltimore, Inc., a nonprofit corporation (hereinafter "Hatzalah").

By this MOU, the BCFD gives recognition and acknowledgement to Hatzalah volunteers who are certified and licensed by the State of Maryland as emergency medical service providers to render basic life support emergency medical services care prior to the arrival of BCFD personnel within the following boundaries:

South – Northern Parkway

East – Falls Rd until the City/County line

West – Wabash Ave through Patterson through Reisterstown Rd until the City/County line

North – City/County line

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BCFD and Hatzalah agree as follows:

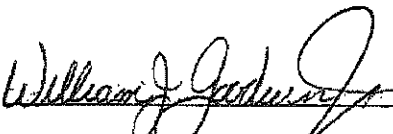
1. The term of this MOU shall be for a period of five (5) years, beginning upon approval by the City's Board of Estimates and ending five years thereafter, unless one party gives written notice to the other of its intent to terminate this MOU. Throughout the term of this MOU, Hatzalah agrees to retain an EMS Medical Director who satisfies the requirements of COMAR 30.03.03.03 and provides program oversight for all emergency medical services provided by Hatzalah.
2. Hatzalah shall immediately notify in writing the BCFD of any change in its Medical Director.
3. Hatzalah's Medical Director shall continuously provide that certain procedures will be maintained to ensure Maryland Institute for Emergency Medical Services System ("MIEMSS") approved quality EMS delivery to all citizens cared for by those individuals associated with Hatzalah.
4. Hatzalah will have and follow a written Quality Assurance Plan that complies with and meets with the approval of MIEMSS.
5. Hatzalah will retain a Quality Improvement Officer who satisfies the requirements outlined in COMAR Title 30, Subtitle 03.
6. All EMS under the auspices of Hatzalah shall be provided by a Maryland certified/licensed provider.

7. Hatzalah shall use privately owned vehicles equipped to meet the First Responder Unit standards of the Maryland Voluntary Ambulance Inspection Program (VAIP) for First Responders. The vehicles shall be clearly identified. The vehicles will obey all traffic controls while responding to the scene of an emergency.
8. At all times while Hatzalah is responding to medical emergencies, Hatzalah will maintain a three unit deep response system (one immediate with two back up units) in order to ensure that adequate resources will be available in the event of multiple simultaneous incidents.
9. A call/dispatch center will be maintained by Hatzalah during hours of operation. A standardized policy will be developed to guide Hatzalah dispatchers. This policy will address the intent of Hatzalah not to provide pre-arrival instructions or medical advice to citizens. Hatzalah will recommend that the caller contact 911 to ensure the appropriate response by BCFD. Further, the policy will have detailed guidelines that focus on avoiding response to hazardous materials incidents.
10. In its literature and community outreach, Hatzalah shall promote the need to call 911 prior to contacting Hatzalah.
11. Each volunteer provider for Hatzalah shall carry a photo identification card issued by Hatzalah in addition to the individual's Maryland issued certificate or license.
12. Hatzalah will utilize a standardized form to document all patient assessment and care provided prior to the arrival of BCFD. Once BCFD is on scene and takes charge of a patient, a copy of this document will be provided to BCFD for information purposes only. Hatzalah's use of the Maryland Ambulance Information System report is not authorized by the BCFD.
13. Any and all Hatzalah volunteers, regardless of the level of certification shall relinquish, care of a patient, immediately to BCFD personnel upon its arrival and defer command and control to BCFD personnel once they are on the scene.
14. The EMS Quality Improvement Officer for Hatzalah shall provide regular reports regarding patient care and quality assurance issues to the Quality Improvement Officer for BCFD and shall meet with the BCFD's Quality Improvement Officer on a quarterly basis to review any patient care issues.
15. Hatzalah's Quality Assurance Officer and its EMS Medical Director, shall notify in writing, the State EMS Director as well as the Jurisdiction Medical Director of all breaches of the standard of care or allegations of prohibited conduct within twenty-four (24) hours of occurrence.
16. Hatzalah shall comply with all applicable laws, regulations, standards and protocols concerning the provision of EMS, including but not limited to blood borne pathogens, infectious disease and the Maryland Protocols for Emergency Medical Services Providers.


17. Hatzalah shall be responsible for ensuring that its volunteers receive all required training in the laws, regulations, standards and protocols. BCFD will make resources available to facilitate Hatzalah's training in emergency medical responses and patient care.
18. Based on these understandings, and with the agreement of the Jurisdictional and State EMS Medical Directors, Hatzalah may provide emergency medical services within, (specify geographic area?)
19. Hatzalah is not and will not function as an agent of BCFD or the City.
20. Hatzalah shall procure and maintain at its sole expense professional liability, errors and omissions insurance in limits of no less than One Million Dollars (\$1,000,000) per claim, and Three Million Dollars (\$3,000,000) annual aggregate, including the purchase of a "tail" for a minimum of three (3) years after expiration of this MOU.
21. The City shall not assume liability for any emergency medical acts or omissions of Hatzalah prior to the arrival of BCFD and its EMS assumption and control of the emergency event.
22. Either party may terminate this MOU at will, at any time, by giving to the other party written of termination stating the effective date thereof.

IN WITNESS WHEREOF, the BCFD and Hatzalah have caused this Memorandum of Understanding to be executed by their duly authorized representatives, effective on the date first written above.


MAYOR and CITY COUNCIL of BALTIMORE

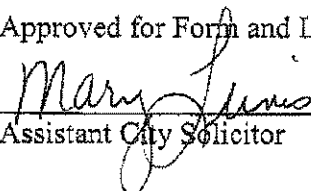
By:   
 William J. Goodwin, Chief  
 Baltimore City Fire Department

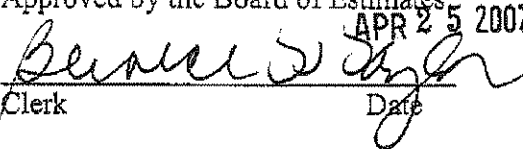
HATZALAH OF  
 BALTIMORE

By:   
 Name: Avraham Sauer  
 Title: Vice President

ATTEST:  
  
 Custodian of the City Seal

ATTEST:  
  
 Name:

Approved for Form and Legal Sufficiency  
  
 Assistant City Solicitor

Approved by the Board of Estimates  
  
 Clerk APR 25 2007  
Date

<b>FROM</b>	NAME & TITLE	James S. Clack, Chief of Fire Department <i>JSC</i>
	AGENCY NAME & ADDRESS	Baltimore City Fire Department 401 East Fayette Street – 410.396.3092
	SUBJECT	Permission to Accept Second Amendment with Hatzalah of Baltimore, Inc.

CITY of  
**BALTIMORE**  
**MEMO**



**TO** The Honorable President and Members of the Board of Estimates

DATE: June 17, 2010

Dear President and Members:

**ACTION REQUESTED OF THE BOARD OF ESTIMATES:**

The Baltimore City Fire Department requests permission to accept the Second Amendment to the Memorandum of Understanding with Hatzalah of Baltimore, Inc., a nonprofit corporation.

**AMOUNT OF MONEY AND SOURCE OF FUNDS:**

There are no costs incurred through this MOU.

**BACKGROUND/EXPLANATION:**

This second Amendment MOU gives recognition and acknowledgment to Hatzalah volunteers who are certified by the State of Maryland as emergency medical serviced providers to render basic and advanced life support emergency medical services care prior to the arrival of BCFD personnel and to transport patients to hospitals. It further sets out an understanding for mutual aid to be rendered between BCFD and Hatzalah. The term of the MOU shall be five (5) years, beginning upon Board of Estimates approval back on April 25, 2007, and the first Amendment approved on June 11, 2008.

**MBE/WBE PARTICIPATION:**

**BALTIMORE CITY RESIDENTS FIRST (BCRF):** Not Applicable: Travel

BCRF applicable:  yes;  no

If not, why:  professional service contract  
 emergency contract  
 contract under \$24,999.01

BCRF Certification Statement completed and returned to Agency:  
 yes;  no

APPROVED BY BOARD OF ESTIMATES

*Shirley H. Taylor*  
 \_\_\_\_\_  
 Clerk

JUN 30 2010  
 \_\_\_\_\_  
 Date

*NOTED*

APPROVED FOR FUNDS

JUN 21 2010

*WJ*

BUDGET & MGMT. RESEARCH

cc: Mayor Rawlings-Blake

**SECOND AMENDMENT  
TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MAYOR AND CITY COUNCIL OF BALTIMORE  
BALTIMORE CITY FIRE DEPARTMENT  
AND  
HATZALAH OF BALTIMORE, INC.**

**JUN 30 2010**

**THIS SECOND AMENDMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (hereinafter the "City"), acting by and through its Fire Department (hereinafter the "BCFD") and Hatzalah of Baltimore, Inc., a nonprofit corporation (hereinafter "Hatzalah").

**WHEREAS**, by a Memorandum of Understanding ("MOU") the City's Board of Estimates on April 25, 2007, approved of Hatzalah and its volunteers who are certified and licensed by the State of Maryland, to render basic life support ("BLS") emergency medical services prior to the arrival of BCFD personnel in certain circumstances and with certain limitations; and

**WHEREAS**, by First Amendment, the BCFD and Hatzalah agreed to expand the services provided by Hatzalah through its volunteers, to include advanced life support ("ALS") emergency medical care; and

**WHEREAS**, Hatzalah desires to further expand its emergency medical services by providing commercial ambulance transportation services, pursuant to licensure under COMAR 30.09.04, and to operate on a not for-profit basis; and

**WHEREAS**, Hatzalah and the BCFD agree to coordinate their respective resources so that emergency medical care is provided with minimum duplication of personnel and use of equipment; and



**WHEREAS**, the parties acknowledge and agree the BCFD shall determine whether to dispatch any of its units to the scene of an emergency; and

**WHEREAS**, the parties agree to amend the MOU pursuant to the terms and conditions herein.

**NOW THEREFORE, THIS AMENDMENT WITNESSETH** that, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

**I.** The MOU is hereby amended as follows:

1. The following is added to paragraph 1:

1. Upon approval of this Second Amendment, by the City's Board of Estimates, Hatzalah will expand its emergency medical services by providing commercial ambulance transportation services, pursuant to licensure under COMAR 30.09.04, as part of a mutual aid relationship with BCFD.

2. Add the following to paragraph 20:

20. In addition to professional liability insurance required under this paragraph, Hatzalah shall provide to the City a "Certificate of Insurance" confirming that it has obtained and will maintain during the life of this MOU and subsequent Amendments: (a.) Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death and property damages; (b.) Business Automobile Liability at limits not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased or hired

automobile/ambulance used in the performance of this MOU; (c.) Workers' Compensation coverage with a volunteer component as required by the State of Maryland; (d.) Proper insurance required by COMAR 30.09.04.06. Failure to obtain insurance coverage as required or failure to furnish Certificates of Insurance shall constitute a material breach of this MOU and shall entitle the City to terminate this MOU immediately upon written notice to Hatzalah.

3. Add the following as paragraph 23:

23. Hatzalah agrees to cooperate with the BCFD to ensure that communication is developed between Hatzalah and BCFD so that patient care is provided with a minimum of duplication of resources. BCFD will provide to Hatzalah a radio compatible with the BCFD radio system. Hatzalah's ambulance transportation services shall utilize the Communication Plan developed by the BCFD, to communicate with the BCFD Dispatch Center, as provided in **Exhibit I**, attached hereto and incorporated herein. Hatzalah acknowledges and accepts that BCFD retains full discretion on whether or not to dispatch any of its units to any emergency.

4. Add the following as paragraph 24:

24. Hatzalah shall comply with all applicable statutes and regulations that govern the operation of a commercial ambulance service. Hatzalah gives assurance that any and all of its commercial ambulances are properly certified and inspected as required by the Maryland Institute for Emergency Medical Services (MIEMSS). Hatzalah further agrees to provide to MIEMSS, if required, any response and patient care data.

5. The Recitals are incorporated herein.


6. This Second Amendment shall be executed in any number of copies and each such copy shall be deemed an original.

**II.** The terms and conditions of the Original MOU and First Amendment, except to the extent amended herein, shall remain in full force and effect.

(The remainder of this page is intentionally left blank.)

**IN WITNESS WHEREOF**, each party hereto has caused this Second Amendment to be executed on its behalf by its duty authorized officers and/or officials and to be placed under its respective corporate seal the day and year first above written.

ATTEST/WITNESS:

  
Custodian of the City Seal

MAYOR AND CITY COUNCIL OF BALTIMORE

BY:

  
James S. Clack, Chief  
Baltimore City Fire Department

ATTEST/WITNESS:

Name:

  
Name:

HATZALAH OF BALTIMORE

BY:

  
Avrohom Dovid Sauer, President (SEAL)

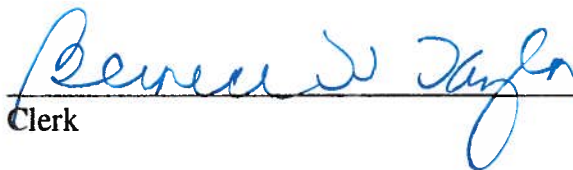
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:

  
Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMATES:

Clerk



Date

JUN 30 2010

## EXHIBIT I

### Baltimore City Fire Department

#### *Communication Plan for Hatzalah Baltimore EMS Transport Unit*

Purpose:

This Communication Plan has been developed to provide for an effective means for Hatzalah Baltimore's EMS transport unit to communicate with the Baltimore City Fire Department Dispatch Center.

Scope:

Information concerning any response to a medical emergency within the corporate limits of the City of Baltimore shall be reported to the Baltimore City Fire Department. Required information and the protocol necessary to communicate with the Baltimore City Fire are listed below.

Protocol:

1. Hatzalah Baltimore shall use a radio compatible with Baltimore City's radio system and utilize the talkgroup designated by the Fire Department.
2. Hatzalah shall report each and everytime their transport unit responds to a medical emergency in the City of Baltimore and provide the following information:
  - A. Location of the response, nature of emergency, and level of certification of the unit.
  - B. Arrival at the location of the emergency.
  - C. Report if additional assistance is required from the Fire Department.
  - D. Indicate when patient is transported and hospital destination or that patient will not be transported.

Example: "Hatzalah 1 to City Fire."

(Baltimore City acknowledges)

"Hatzalah 1 is responding to 2900 Gibson Avenue for a cardiac case.  
We are ALS."

(Baltimore City acknowledges)

"Hatzalah 1 arriving at the scene"

(Baltimore City acknowledges)

"Hatzalah 1 can handle the incident at 2900 Gibson Avenue"

(Baltimore City acknowledges)

"Hatzalah 1 enroute to hospital 210 with a cardiac.

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING ACCESS TO**  
**eMEDS**

This Memorandum of Understanding (“MOU”), effective on the date of the last signature on page 8, between the Maryland Institute for Emergency Medical Services Systems (“MIEMSS”), an independent state agency, and Hatzalah of Baltimore, Inc. , a Commercial Ambulance Service licensed under Education Article § 13-515, Md. Code, (the “Commercial Ambulance Service”), sets forth the responsibilities and obligations of each Party regarding the Electronic Maryland EMS Data System (eMEDS).

In consideration of the agreements of the Parties hereto, the Parties agree as follows:

1) eMEDS.

- a) eMEDS is an electronic prehospital care data recording system and records database developed and owned by ImageTrend, Inc., and licensed to MIEMSS as a replacement for EMAIS®. eMEDS is used to gather prehospital care data for MIEMSS’ public health oversight duties. eMEDS generates a patient care report which documents a specific patient contact or event in order to provide a treatment record for the treating EMS provider as well as other health care providers involved in the treatment of that specific patient. MIEMSS makes eMEDS available to EMS Operational Programs at no charge in accordance with the license agreement between MIEMSS and ImageTrend, Inc.

2) eMEDS and Medical Record Confidentiality.

a) eMEDS Patient Care Reports.

- i) Patient care report reports are medical records protected by the Maryland Confidentiality of Medical Records Act, Health General Article § 4-301, Md. Code, et seq. That law prohibits disclosure of medical records except as specifically provided therein and provides substantial civil as well as criminal penalties for violation of its provisions. The Maryland Confidentiality of Medical Records Act also prohibits redisclosure of medical records. An individual authorized to see a medical record is prohibited from disclosing it to anyone not authorized to see the record.
- ii) In addition to the Maryland Confidentiality of Medical Records Act, the federal Health Insurance Portability and Accountability Act (HIPAA) and regulations issued under HIPAA prohibit the disclosure of Protected Health Information as provided therein by a covered entity as defined in those regulations. The Commercial Ambulance Service is a covered entity. MIEMSS is not a covered entity. In addition, the federal Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT) places additional obligations on business associates of covered entities.

iii) MIEMSS and committees appointed or established by MIEMSS are medical review committees under Health Occupations Article § 1-401, Md. Code, and their records and files are not discoverable. In addition Maryland law provides that information obtained by MIEMSS which identifies a person is confidential, not discoverable and not admissible under Health Occupations Article § 14-506(b), Md. Code, and there is an express statutory prohibition against any individual being compelled to produce such information under Courts and Judicial Proceedings Article §10-205, Md. Code. Accordingly, to the extent patient care reports or EMS data are required to be provided to any person, such reports and/or data shall be provided by the Commercial Ambulance Service and not by MIEMSS.

3) ACCESS TO eMEDS.

a) EMS Providers who directly treat the patient.

i) The Commercial Ambulance Service is responsible for providing EMS Providers who are affiliated with the Commercial Ambulance Service access to eMEDS for the purpose of recording patient care data. It is also the responsibility of the Commercial Ambulance Service to safeguard eMEDS access by these providers and to insure that medical record confidentiality is maintained in accordance with federal and state law.

b) Administrative rights.

i) Administrative access to eMEDS shall only be provided through the MIEMSS EMS applications to persons who execute an administrative access agreement. The MIEMSS EMS applications coordinator is:

Joe Davis  
MIEMSS  
653 West Pratt Street  
Baltimore, Maryland 21201  
410-706-0868  
[JDAVIS@miemss.org](mailto:JDAVIS@miemss.org)

MIEMSS may change the EMS applications coordinator at any time by written notice to the Commercial Ambulance Service.

c) Hospitals.

i) eMEDS patient care reports will be made available to hospitals.

d) Billing access.

- i) All billing arrangements shall be made by the Commercial Ambulance Service directly with the billing and/or billing software vendor selected by the Commercial Ambulance Service.
  - ii) Access to eMEDS for billing purposes shall only be provided through the MIEMSS EMS applications coordinator to billing services which have executed a business associate agreement with the billing entity.
- e) Field Bridge.
- i) If the Commercial Ambulance Service uses the ImageTrend field bridge software, the Commercial Ambulance Service will obtain a field bridge license key and execute a separate field bridge use agreement with ImageTrend and MIEMSS.
- f) eMEDS Downloads.
- i) The eMEDS database for data entered by the Commercial Ambulance Service's providers is available for download to the Commercial Ambulance Service in Excel or Comma Separated Value format. The eMEDS download contains confidential patient information and shall be maintained confidential by the Commercial Ambulance Service in accordance with the requirements of state and federal law.
- g) eMEDS Quality Assurance Reports.
- i) eMEDS is capable of producing statistical reports (eMEDS Quality Assurance Reports) which assist in the evaluation and improvement of the quality of health care provided by EMS providers, the need for and the level of performance of health care provided by EMS providers of health care, and the qualifications, competence, and performance of providers of health care. eMEDS Quality Assurance Reports are confidential and can only be disclosed to a Medical Review Committee in accordance with Health Occupations Article 1-401, Md. Code, as provided in this MOU.
- 4) MIEMSS.
- a) MIEMSS shall provide access to the ImageTrend applications which MIEMSS has purchased free of charge to those individuals authorized and identified by the Commercial Ambulance Service as provided in this MOU.
  - b) This MOU shall not limit in any way the use of confidential medical information, including Protected Health Information, eMEDS data, and/or Patient Care Reports by MIEMSS to carry out its public health oversight duties under Education Article §§ 13-501 to 13-517, COMAR Title 30 and/or the EMS Plan.
- 5) Commercial Ambulance Service.
- a) eMEDS Patient Care Reports.



- i) Only the following individuals shall be authorized by the Commercial Ambulance Service to enter eMEDS data and to access Patient Care Reports via eMEDS:
    - (1) Individuals providing EMS services for the Commercial Ambulance Service who are licensed or certified as EMS providers by MIEMSS and who are credentialed by the Commercial Ambulance Service to provide EMS for the Commercial Ambulance Service and who are seeking to enter data on or review data in connection with patients they have treated on behalf of the Commercial Ambulance Service.
    - (2) Commercial Ambulance Service employees who are billing for services based upon the eMEDS Patient Care Report or individuals who are not Commercial Ambulance Service employees who are billing for services based upon the eMEDS Patient Care Report and who are covered by a business associate agreement with the Commercial Ambulance Service.
  - ii) Only the following individuals shall be authorized by the Commercial Ambulance Service to access Patient Care Reports via eMEDS:
    - (1) The Commercial Ambulance Service Medical Director in order to review eMEDS Patient Care Reports for patients for whom Commercial Ambulance Service EMS providers under his or her direction provided care for the patient.
    - (2) Commercial Ambulance Service employees who are billing for services based upon the eMEDS Patient Care Report or individuals who are not Commercial Ambulance Service employees who are billing for services based upon the eMEDS Patient Care Report and who are covered by a business associate agreement with the Commercial Ambulance Service.
  - iii) Under no circumstances shall an individual provided access to eMEDS under this MOU allow any other individual to use his or her identification number and/ or password to gain access to eMEDS.
  - iv) When affiliation or employment with the Commercial Ambulance Service is terminated for an individual authorized by the Commercial Ambulance Service to access eMEDS, the individual shall have no further access to eMEDS under this MOU, and the Commercial Ambulance Service shall immediately notify MIEMSS of the termination.
  - v) Access to eMEDS as provided herein shall be effected by the Commercial Ambulance Service notifying the EMS applications coordinator at MIEMSS in writing that a named individual is authorized to access eMEDS and the level of access authorized.
  - vi) The Commercial Ambulance Service shall review at least annually the terms of this MOU with those individuals whom the Commercial Ambulance Service has authorized to access eMEDS.
- b) eMEDS Downloads.
- i) The Commercial Ambulance Service is authorized to download Commercial

Ambulance Service eMEDS data in an Excel or Comma Separated Value file. The Commercial Ambulance Service shall arrange for such data downloads by contacting the MIEMSS EMS applications coordinator.

ii) The Commercial Ambulance Service shall maintain the confidentiality of eMEDS Downloads in accordance with State law and, if applicable, federal law.

c) eMEDS Quality Assurance Reports.

i) The Commercial Ambulance Service shall only authorize members of a medical review committee under Health Occupations Article 1-401, Md. Code, to access or review eMEDS Quality Assurance Reports and shall maintain the confidentiality of such reports in accordance with that statute.

6) Business Associate Provisions.

a) Application. The provisions in this Section 6 are intended to implement best practices in connection with confidential health information and to satisfy the requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) and the federal Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT) for a business associate agreement to the extent that HIPAA applies to either Party and other law ( including regulations adopted by the State EMS Board) does not contain requirements applicable to a Party that accomplishes the objectives of 45 CFR 164.504(e)(2).

b) Definition. Protected Health Information (hereinafter referred to as PHI) is information that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

c) Permitted Uses and Disclosures. The Parties shall not use or disclose PHI except as permitted in this MOU.

d) Safeguards. The Parties shall use appropriate safeguards to protect against use or disclosure of PHI not permitted by this MOU and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information, to prevent such use or disclosure.

e) Reporting of Disclosure. Each Party shall report in writing to the other any knowledge of uses or disclosures of PHI that are not in accordance with this MOU or applicable law of which it becomes aware without unreasonable delay and in no case less than 60 calendar days after discovery. In addition, the Parties shall mitigate any adverse effects of such a breach to the extent possible.

f) Agents and Subcontractors. Each Party shall ensure that all its agents, volunteers,

contractors, and subcontractors that receive PHI from or on behalf of either Party agree in writing to the same restrictions and conditions that apply to the Parties with respect to the use or disclosure of the PHI. Each Party shall implement and maintain sanctions against agents, volunteers, contractors, and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

- g) **Accessibility of Information.** Each Party shall make available to the other Party such information as the other Party may require to fulfill the other Party's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR sections 164.524 and 164.528 and any amendments thereto.
- h) **Amendments of Information.** Each Party shall make PHI available to the other Party in order for the other Party to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by other Party, incorporate any amendments into the information held by the Party and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- i) **Disclosure.** Each Party shall make available its internal practices, books and records relating to the use and disclosure of PHI received from the other Party, or created or received by the Party on behalf of the other Party, to the other Party and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining the other Party's compliance with HIPAA and the regulations promulgated by the United States Department of Health and Human Services and any amendments thereto.
- j) **Material Breach.** In the event of a material breach of a Party's obligations under this section, the other Party may at its option terminate this MOU.
- k) **Return or Destruction of Information.** Upon termination of this MOU, a Party, at the other Party's option, shall return to the other Party, or destroy, all PHI in the Party's possession, and keep no copies of the information except as requested by the other Party or required by law. If a Party or its agent or subcontractor destroy any PHI then the Party shall provide the other Party documentation evidencing such destruction. Any PHI maintained by a Party shall continue to be extended the same protections set forth in this MOU for as long as it is maintained.

7) **Term.**

- a) This MOU shall continue in effect until terminated by the Commercial Ambulance Service or MIEMSS. Either party may terminate this MOU at any time upon thirty (30) days written notice to the other party.
- b) If MIEMSS or the Commercial Ambulance Service terminates the MOU, the identification numbers used by all authorized individuals in the Commercial Ambulance Service to access eMEDS shall no longer be valid and the Commercial Ambulance

Service shall not have access to eMEDS.

8) Survival.

- a) The provisions of this MOU which by their nature extend beyond termination of this MOU shall survive termination of this MOU.

9) Disclosures required by law.

- a) This MOU shall not limit in any way the disclosure of eMEDS data and/or Patient Care Reports as otherwise required by law.

10) Law.

- a) Maryland Law shall apply to this MOU except to the extent it is preempted by federal law.

[ the remainder of this page is intentionally blank ]

IN WITNESS WHEREOF, the Parties, by their authorized officers, execute this MOU.

Hatzalah of Baltimore

By: Abraham D. Sauer  
(signature)

Printed Name: Abraham D. Sauer

Job Title: Board member

Date Signed: 09/10/12

Approved for legal form and legality as to  
MIEMSS this 21<sup>st</sup> day of Sept,  
2011.

MIEMSS:

E. Fremont Magee  
E. Fremont Magee  
Assistant Attorney General

By: Jeannie Abramson  
Jeannie Abramson  
Chief Administrative Officer

Date signed: 9.24.12

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 28 2006**

HATELAH OF BALTIMORE INC  
C/O MAYER E GUTTMAN  
502 WASHINGTON AVE 8TH FLR  
TOWSON, MD 21284

Employer Identification Number:  
20-4603471  
DLN:  
17053306054026  
Contact Person:  
ROGER W VANCE ID# 31173  
Contact Telephone Number:  
(877) 329-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
December 30, 2005  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

HATZALAH OF BALTIMORE INC

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c) (3)  
Statute Extension

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

**CERTIFICATE OF WAIVER**

**LABORATORY NAME AND ADDRESS**

HATZALAH OF BALTIMORE, INC  
6810 PARK HEIGHTS AVENUE  
BALTIMORE, MD 21215

**CLIA ID NUMBER**

21D2005432

**EFFECTIVE DATE**

03/26/2012

**LABORATORY DIRECTOR**

FRED SUNNESS

**EXPIRATION DATE**

03/25/2014

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Judith A. Yost*

Judith A. Yost, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Medicaid and State Operations

289 certs1\_022512

- If this is a **Certificate of Registration**, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a **Certificate for Provider-Performed Microscopy Procedures**, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a **Certificate of Waiver**, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.



FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT [WWW.CMS.HHS.GOV/CLIA](http://WWW.CMS.HHS.GOV/CLIA)  
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR  
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.  
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



## Cheswolde Security Camera Information and Coordination Meeting

May 28, 2013

### Attendees

Ronnie Rosenbluth – Cheswolde Community Association

Nate Willner – Cheswolde Community Association

Derrick Lennon – Glen Community Association

Major Delgado – Northwest District Police

Lt. Hood – CitiWatch Program

Andrew Smullian – Legislative

Kate Edwards – Planning

### Meeting Purpose

The meeting was held to discuss coordination between the Cheswolde community initiative to place security cameras throughout the neighborhood using Slots revenue, the Citiwatch program and the police department.

### Community Proposal

- Cheswolde proposes the placement 240 cameras throughout the Cheswolde neighborhoods in 30 different sites.
- Sites could be either public or private property, public is preferred by all parties.
- Each site would have 8 cameras aimed at angles feeding into 1 NVR.
- They could be watched remotely on any device connected to the internet through a centralized secure system.
- The cost for each site is approximately \$3,500 – total cost is approximately \$105,000
- These cameras would be intermittently monitored by block captains.
- Primary purpose of the cameras is crime deterrence and to create the feel of a “gated community”.
- There would also be signs throughout the community informing that there are monitored cameras.
- The model could be expanded to other NWCPF SNAP neighborhoods in future years.

### CitiWatch Program

- Maintains a database of all public and private security cameras.
- Provide communities with a site survey to determine the best placement of cameras within a neighborhood.
- Provide communities with best-practices information
- Information about vendors

- Connection to the CitiWatch system
- **Two models of security cameras:**
  - **Publicly owned “Homeland Security” cameras** – cost \$30,000 - \$40,000 per camera plus over \$100K for cabling to connect into the CitiWatch system
    - Benefit to this type of camera is that there would be 24 hour surveillance of the cameras
  - **Privately owned cameras on public property** – community installs the cameras with the assistance of CitiWatch to create well-thought comprehensive system with resiliency which police and CitiWatch would have access to but for which they would not provide 24 hour surveillance. The cameras would be added to the CitiWatch database.

### Concerns

- **Privacy** – there needs to be safety systems and practices in place to ensure that any observation of private acts on private property are not improperly viewed or possibly shared. Must ensure that none of the cameras are recording areas with an expectation of privacy and that there is proper training of the individuals monitoring the cameras. Additionally that should be security measures to ensure that recorded video can only be accessed through a secure system and there is no way to download that information or share it more broadly.
- **Notice/Community Consensus** – Is the wider community supportive of the placement of security cameras? There are 900 families in Cheswolde, 193 are members of the Cheswolde Community Association and 13 board members and 17 association members which were present at the meeting voted positively for the proposal. Should there be wider notice before the cameras are installed?
- **Low Crime Area** – Cheswolde is one of the lowest crime neighborhoods in the City of Baltimore
- **Scope of Slots funding** – does the funding allow for this type of expenditure?
- **Bidding/Procurement** – would the purchase of the cameras need to go through the city’s bidding and procurement process?

### Possible Coordination Items

- CitiWatch does site survey with the community to determine the best placement of the proposed cameras.
- CitiWatch provides the communities with advice based on best practices.
- Cameras are added to the CitiWatch database
- Police have access to the all of the cameras and recorded information, but no monitoring.
- CitiWatch helps the community to come up with a long-term plan.

## Cheswolde Security Camera Proposal Community Responses:

- 1) Privacy: it is of the utmost importance that the community feels completely comfortable and supportive of this initiative. CNA will take the necessary step to insure that the cameras are not pointed at private property and anywhere that a citizen has an expectation of privacy. The cameras will only be pointed at areas where persons and property are within the public plain view. Additionally, the NVRs and images being viewed will be secured to avoid any general non-relevant public dissemination or posting on social media. We envision training of volunteer citizen monitors to ensure the proper use of the cameras. This idea was previously tried in the "Greektown" area of Baltimore but lost its volunteer base. Cheswolde is a very resilient neighborhood with a strong volunteer core that will be able to maintain this project as a permanent fixture of the community.
- 2) Police coordination: Baltimore City Police or other designated law enforcement will have access to monitor the cameras as well as the volunteer citizens. A site study will be requested of City Watch to assist in determining placement as well as feasibility in adding these cameras to the City Watch grid.
- 3) Cameras will be placed on public or private areas to conform with applicable law.
- 4) Notice or community consensus: CNA utilized its general board protocols in determining the need and desire for this project; the community members of the block that will serve as a test area will be asked for consent and at some later date a community wide meeting on the uses and placement of the cameras will be scheduled with the help of City representatives.

## Justification for PCDA - Independent Study of Housing Strategies

The Strategic Neighborhood Action Plan identified a variety of strategies to address concerns about the housing, rental and commercial properties in the NWCPF area. A partial list of the proposals cited includes:

- A revolving loan funds for homeowners, landlords and/or commercial property owners to rehab or improve existing properties, promote “green” modernization, address deferred maintenance, help develop new housing stock, help establish new businesses, retrofit housing for seniors.....
- Matching Grants for residential, commercial, single family, multi-family and rental properties to support façade improvements, retrofitting, landscaping, healthy neighborhood strategies etc.....
- Acquisition and renovation of distressed vacant properties
- Financial Assistance to property owner to invest in the properties beyond minimum standards.....

Each of these programs may have merit, but there will not be sufficient funding to pursue them all.

The NWCPF is proposing an independent study to evaluate the various strategies that have been proposed and design a long term program that will result in the maximum benefit given the limited funding available. The study should consider how the money could best be used, strategies to leverage the long term funding stream for greatest impact ( bonds? loans?), the relative benefit of the various strategies and the the needs of commercial, rental and private property owners and anticipated benefits at different funding levels. In short, how can we get the most "bang for the buck" given the limited funding and long funding cycle.

This study would then be the basis of funding decisions over the life of the Slots funding cycle, and may identify ways to keep the program alive even after active funding has ended.

We suggest that this study be performed by an independent consultant who will be precluded from bidding on the performance of any of the programs. By separating the design and performance of the program, we assure that there will be no conflict of interest in program design. This will also encourage multiple potential bidders to propose new ideas and strategies.