



AGENDA

Thursday, February 20, 2014 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-13

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. HOUSING AUTHORITY CONSENT AGENDA

- 1
1. Approval to Issue a Request for Proposals for Development of New Affordable Housing Units

IV. PRESENTATION *(Following are items of interest to the citizens of the County)*

- 2
1. Status of County Roads (Barbara Cartmill, Department of Transportation and Development)

V. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

- 3
1. Approval of the Ambulance Service Contract with American Medical Response (Cindy Becker, Rich Swift – Heath Housing and Human Services)

VI. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Finance Department

- 4
1. Approval to Purchase Two 114SD Freightliner Dump Trucks from McCoy Freightliner for the Department of Transportation and Development

B. Elected Officials

- 5
1. Approval of Previous Business Meeting Minutes – BCC

C. Technology Services

- 6 1. Approval of an ORMAP Intergovernmental Agreement between Clackamas County and the Oregon Department of Revenue for ORMAP Tools Development

VII. DEVELOPMENT AGENCY

- 7 1. Approval of a Grant of Easement to Northwest Natural Gas

VIII. WATER ENVIRONMENT SERVICES

- 8 1. Approval of Amendment No. 1 to the Agreement to Furnish Consulting Services between Clackamas County District No. 1, Tri-City Service District (the Districts) and Brown and Caldwell, Inc. for Phase 1B of the Biosolids and Energy Program Development and Solids Handling Planning.
- 9 2. Approval of a Resolution Requesting Affirmation of a Settlement Agreement between Clackamas County Service District No. 1 (District) and Pacific Sea Food Co., Inc. for Wastewater Service Overbilling.

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html

February 20, 2014

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to Issue a Request for Proposals for Development of New Affordable Housing Units

Purpose/Outcomes	Approve the Housing Authority to issue a Request for Proposals for Development of New Affordable Housing Units
Dollar Amount and Fiscal Impact	Up to \$2,000,000 Public Housing Disposition Funds Up to 20 Project Based Section 8 Vouchers *NOTE: All funds pending final U.S. Housing & Urban Development (HUD) approval
Funding Source	Housing Authority of Clackamas County- HUD Public Housing Disposition Proceeds and Housing Choice Voucher Funds
Safety Impact	N/A
Duration	Conditional funding awards would be made by May 2014 with varied funding durations depending on the source
Previous Board Action	The HACC Board of Commissioners approved conditional funding awards in the first round RFP for housing development projects on August 15th, 2013.
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a subdivision of the Housing and Community Development Division within the Health, Housing and Human Services Department of Clackamas County (H3S), seeks approval to issue a Request for Proposals (RFP) for new affordable housing development.

This will be the second RFP HACC issued for the development of affordable housing. Conditional awards for the first RFP were approved by the HACC Board on August 15th, 2013, and resulted in 4 projects being selected for funding; two projects were for new construction and two were for the use of Section 8 Project Based Vouchers (PBV) in existing facilities. Final approval for these projects was subject to HUD approval and award of Low Income Housing Tax Credits (LIHTC) from the State of Oregon. Unfortunately the new construction projects did not receive the necessary funding in the latest LIHTC funding cycle. Also, HUD determined that one of the PBV projects was ineligible due to language included in the projects original funding agreements. The final result was that only one proposal was funded from the first RFP.

The State has scheduled another application round for LIHTC for this spring. Due to changes in the site for one project and changes in funding mix for the other project HACC is unable to submit the old proposals to HUD for funding. In order to compete for the LIHTC's and ensure HUD's approval HACC needs to republish the RFP.

This RFP is looking for experienced project team(s) capable of developing high quality affordable housing in conjunction with strong supportive services and will be limited to new construction. The RFP will combine resources from the Housing Authority of Clackamas County, Clackamas County Community Development and Clackamas County Behavioral Health.

With Board Approval, HACC intends to issue the RFP in March, 2014 with a 30 day response deadline. A project review committee will be convened to evaluate the competitive proposals. The anticipated award date will be May 1st, 2014.

Housing Authority resources to be awarded to projects include up to 20 Section 8 Project Based Vouchers, and up to \$2,000,000 of Public Housing Disposition funds. These funds came from the sale of HACC scattered site public housing units. HUD restricts the use of these funds to either the construction or rehabilitation of public housing, or the construction of new affordable housing provided the new units qualify for and use PBV's.

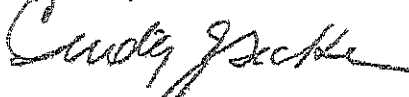
These awards will be made under the following conditions:

- Final HACC Board of Commissioners Approval
- All funds will be subject to final HUD approval

RECOMMENDATION:

Staff recommends the Board approve the issuance of the Request for Proposals for new affordable housing development.

Respectfully submitted,



Cindy Becker, Director



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DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 20, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation on Status of County Roads

Purpose/Outcomes	Increase public understanding of the County road system, including current status, current and long-term maintenance needs and associated costs.
Fiscal Impact	With increasing costs and decreasing revenue, existing funding sources cannot sustain current levels of transportation maintenance.
Funding Source	State and federal gas tax, state vehicle registration and title fees, state weight-mile taxes paid by owners of heavy trucks
Safety Impact	Maintaining the safety of County roads for travelers is the top priority of the Transportation Maintenance Division
Duration	Ongoing
Previous Action	Several BCC study and planning sessions during fall 2013 on transportation maintenance funding issues. BCC approval of an education and outreach timeline through April 2014.
Contact Person	M. Barbara Cartmill, Acting Director, Department of Transportation and Development, 503-742-4326

BACKGROUND

Clackamas County owns 1,400 miles of roadways and is constantly working to maintain those roads for the public's use and benefit. Despite our best efforts, increasing costs and decreasing revenues have caused a significant funding gap.

At this meeting we are screening a video on the status of County-owned roads, what is required to maintain them and the future challenges of maintaining these roads. This video is available for viewing on the Street Smart web page as well.

RECOMMENDATION

Staff recommends that the Board of County Commissioners continues to focus attention on the need for safe roadways, now and in the future, and considers ways to provide resources needed to maintain a safe and sustainable road system.

Respectfully submitted,

M. Barbara Cartmill
Acting Director, Department of Transportation and Development

February 20, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Contract with American Medical Response Northwest, Inc.
For Emergency Ambulance Services

Purpose/Outcomes	The Agreement provides for Emergency Ambulance Services in the Clackamas Ambulance Service Area.
Dollar Amount and Fiscal Impact	Contractor reported gross revenue of \$30,116,316 and net revenue of \$12,667,600 in the year ending June 30, 2013. Contractor pays a franchise fee of \$373,500 to County for costs of administering the Contract - no County General Funds are involved.
Funding Source	The ambulance transport system is funded entirely by user fees and medical insurance/Medicare payments.
Safety Impact	Ambulance services are a critical component of the emergency services delivery system for the residents including assisting people experiencing health crises, public safety education, and intervention and support in the River and Wilderness Programs.
Duration	Effective on May 1, 2014 and terminates May 1, 2019. Possibility for extensions of up to five years.
Previous Board Action	The original contract was approved by the Board of County Commissioners on April 27, 2006 and amended on March 22, 2012 to terminate at midnight on May 1, 2014, - agenda item 032212-A4.
Contact Person	Cindy Becker 503-650-5696
Contract No.	6569

Background

The County conducted a competitive Request for Proposals process which closed April 24, 2013. The proposal submitted by AMR was reviewed and found to be responsive by the County's evaluation committee. No other proposals were submitted in a timely manner. The Board directed staff to negotiate a contract with AMR based upon its proposal.

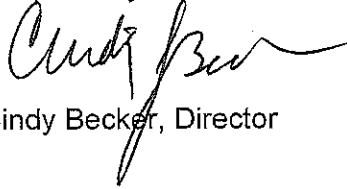
At the direction of the Board, public review and comment on the proposed contract was invited from October 23, 2013 until November 21, 2013. Letters and email in support of proposed contract were provided at a study session held November 26, 2013. Additional questions were received from Clackamas Fire District #1 and presented in study sessions on December 3 and December 10, 2013. The terms of the contract were discussed with the Board at several study sessions culminating in the Board directing staff to finalize the contract. The Board provided direction to staff in a study session on February 11, 2014 to complete negotiations with AMR.

This contract is effective May 1, 2014 and terminates May 1, 2019. The contract may be extended for up to five years. This contract has been reviewed by County Counsel on February 12, 2014.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker", with a long, sweeping horizontal flourish extending to the right.

Cindy Becker, Director

AMBULANCE CONTRACT

Effective May 1, 2014

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THIS CONTRACT is entered into between Clackamas County, a political subdivision of the State of Oregon, hereafter referred to as "County", and American Medical Response Northwest, Inc. hereafter referred to as "Contractor", for the provision of emergency ambulance services to the Clackamas Ambulance Service Area in Clackamas County, Oregon.

WHEREAS, Contractor was the prevailing proposer in a competitive request-for-proposal process conducted by the County, and

WHEREAS, Contractor made numerous offers, proposals and commitments in its response to the RFP, and

WHEREAS, County is willing to enter into an exclusive emergency ambulance services contract with Contractor which meets or exceeds the requirements of Chapter 10.01 of the Code of the County of Clackamas, provisions of the Oregon Revised Statutes, Chapter 682, and other relevant Federal, State and local laws, regulations and rules, and

WHEREAS, Contractor is a provider of ambulance services and has the capability to meet or exceed County specifications, standards and requirements, and

WHEREAS, the Board of County Commissioners finds that this contract is necessary for the purpose of promoting the health, safety and general welfare of the community;
NOW, THEREFORE,

Contractor and County agree as follows:

1. Services and Term

- A. Term. Contractor shall provide 100 percent, 24 hour per day coverage for all requests for emergency ambulance services, as County's exclusive franchisee for emergency ambulance services within the Clackamas Ambulance Service Area as set forth in this contract, for a term of five (5) years commencing May 1, 2014 and terminating at midnight on May 1, 2019.
- B. Contract Extensions. The Board of County Commissioners will consider staff recommendations and, at the Board's discretion, may extend the Contract term for any combination or sequence of one (1), two (2) or three (3) year periods, up to a total extension of five (5) additional years. Contractor must be in substantial compliance with the terms of the contract in order to be considered for any possible extensions.
- C. Notice, Contract Extension and Hold-over. Each party will give written notice to the other party of its intent either to extend the Contract, or to not extend the Contract, on or before 180 days prior to the end of a Contract term. The terms of any such extension are subject

to mutual agreement. If a written extension incorporating the terms of mutual agreement is not signed by both parties on or before the date which is thirty (30) days prior to the end of a Contract term, or if a successor contract with AMR or another provider is not signed by both parties to the successor contract, a hold-over is triggered, and the current Contract will remain in force for one (1) year following the end of the Contract term. Provided, however, no hold-over will be triggered if the total extension of five (5) additional years referred to in section 1(B) above has expired.

2. Contract Documents

Contractor will provide all programs and resources described in its proposal dated April 24, 2013, in response to the County's Request for Proposal dated February 6, 2013, to the extent allowed by law and consistent with direction by the County. All of the following documents are hereby incorporated into this contract in their entirety as if expressly set forth herein. In the event of conflict between any of the following documents, resolution of the conflict shall be made by ranking the documents in the following order, highest rank first:

- A. Applicable Federal and State statutes, laws, rules and regulations.
- B. This Ambulance Contract ("contract").
- C. Chapter 10.01 of the Clackamas County Code and any other applicable County ordinances.
- D. The County's Request for Proposals dated February 6, 2013.
- E. The response submitted by Contractor dated April 24, 2013, to the County's Request for Proposal dated February 6, 2013.

3. Definitions

Capitalized terms used in this contract are defined in the County's Ambulance Service Plan, and/or defined below:

- A. "Ambulance" means any privately or publicly owned motor vehicle, aircraft, or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advanced life support ambulance.
- B. "Ambulance Provider" or "Ambulance Service Provider" means an ambulance service licensed by the State of Oregon that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.
- C. "Ambulance Service Area" or "ASA" means a specific geographic area of Clackamas County which is served by one ambulance service provider.

- D. "Ambulance Service" means any individual, partnership, corporation, association, governmental agency or other entity that holds an ambulance service license issued by the State of Oregon to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.
- E. "Ambulance Service Plan" means the ambulance service plan adopted by Clackamas County, pursuant to Oregon Revised Statutes 682.062, as chapter 10.01 of the County Code.
- F. "Board" means the Board of Commissioners for Clackamas County, Oregon.
- G. "Consortium" refers collectively to fire service agencies which may have entered a contractual relationship with the County to provide emergency medical first response service according to response time standards and other standards set forth in those agreements. Previous members of the Consortium are Clackamas County Fire District No. 1, Tualatin Valley Fire & Rescue, and the City of Lake Oswego Fire Department.
- H. "County EMS Medical Director" ("EMSMD") or "Medical Director" means a licensed physician employed by or contracted to the County to provide medical direction as required.
- I. "Department" or "H3S Department" means the Clackamas County Department of Health, Housing, and Human Services.
- J. "Emergency Ambulance Service" means the provision of advanced or basic life support, and transportation by ambulance, if appropriate, in response to medical and traumatic emergencies.
- K. "EMS" or "Emergency Medical Services" means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.
- L. "EMS Provider" means a person who has received formal training in pre-hospital and emergency care, and is licensed to attend any person who is ill or injured or who has a disability.
- M. "First Responder" or "First Response Agency" means fire and other governmental or private agencies providing Emergency Medical Services.
- N. "Frontier Area" means an area within an ASA which is designated as such on the map incorporated in the Ambulance Service Plan.

- O. "Maximum Average Bill" means the total number of dollars charged for emergency ambulance services during the contract year, minus any charges for franchise fees, medical direction, oversight, regulation, standbys, special events and other special charges, divided by the total number of ambulance patients transported as documented by the number of base rates charged during the same period.
- P. "Participating Provider" or "Participating Agency" means a fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to use agency responses to modify ambulance response time requirements.
- Q. "Region" means one of eight areas into which the Clackamas ASA is divided which are used for reviewing response times for communities inside the service area.
- i. Region 1 includes Lake Oswego and part of West Linn in the urban and suburban zones west of the Willamette River and north of the Hidden Springs Line.

The Hidden Springs Line is a dividing line west of the Willamette River which follows Mapleton Drive from the Willamette River to Highway 43, then Highway 43 to Hidden Springs Road, then Hidden Springs Road to Rosemont Road. From the junction of Hidden Springs Road and Rosemont Road the line goes northwest to the junction of Mossy Brae Road and Stafford Road, then follows Stafford Road to Borland Road, and then Borland Road to the Tualatin City Limits.
 - ii. Region 2 includes West Linn and Wilsonville, the urban, suburban, and rural zones west of Willamette River and south of the Hidden Springs Line.
 - iii. Region 3 is Gladstone and Oregon City.
 - iv. Region 4 is Milwaukie and Oak Lodge.
 - v. Region 5 is urban Clackamas Fire District 1 (not including Region 4) including Happy Valley.
 - vi. Region 6 is suburban Boring, Clackamas Fire District 1, Estacada, Damascus and Sandy.
 - vii. Region 7 is rural Hoodland and Sandy.
 - viii. Region 8 is rural Boring, Clackamas Fire District 1, Fire District #68, and Estacada.
- R. "Response Time" means the length of time between the notification of each provider (Participating Provider or Ambulance Provider) and the arrival of their respective emergency medical service unit(s) at the incident scene or staging area.

- S. "Rural Zone" or "Rural Area" means an area within an ASA which is designated as such on the map currently approved by the Department.
- T. "Suburban Zone" or "Suburban Area" means an area within an ASA which is designated as such on the map currently approved by the Department.
- U. "Urban Zone" or "Urban Area" means an area within an ASA which is designated as such on the map currently approved by the Department.
- V. "Urban Coordinated Zone" means the response time zone which is implemented by contractual agreements with the members of the Consortium, and which would otherwise be an Urban Zone.
- W. "Zone" means an area in the Clackamas ASA which is used for reviewing response times, and is an Urban Zone, an Urban Coordinated Zone, a Suburban Zone, a Suburban Coordinated Zone, a Rural Zone or a Frontier Zone.

4. Contractor Warranty

Contractor represents and warrants to County that each of the following statements is true and correct.

- A. Existing Entities. Contractor has been organized and validly exists, under the laws of the State of Oregon, as having the power and authority in Oregon to enter into and perform its obligations under this contract and under each instrument described herein to which it is or will be a party.
- B. Due Authorization. This contract has been duly authorized by all necessary actions, and has been duly executed by Contractor. Neither the execution nor compliance with this contract terms and provisions (i) requires the approval and consent of any other party, except such as have been duly obtained; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) contravenes the corporate charter or bylaws of Contractor or any other contract or instrument in existence on the date of this contract to which Contractor is a party.
- C. Enforceability. This Contract constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor.
- D. Claims or Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this contract or any document or action contemplated in this contract.

- E. Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

5. Response Time Requirements

- A. Performance-based Contract. In this performance-based contract, Contractor has flexibility to choose the means and methods for providing EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of Contractor’s expertise and choice of the means and methods, and therefore is solely Contractor’s responsibility. An error or failure in one portion of Contractor’s operation does not excuse performance in other areas of operation.
- B. Ninety-percent Compliance Standard. The Contractor must operate the ambulance service system so as to achieve 90% response time compliance in each Zone every month, measured separately for Priority 1, Priority 2 and Priority 3 calls. County may combine Priority 2 and Priority 3 calls for determining compliance and liquidated damages. Contractor must also achieve 90% response time compliance in each Region, one through eight, every calendar quarter, measured separately for Priority 1, Priority 2 and Priority 3 calls and combined for the purpose of reporting Region compliance and determining liquidated damages, unless excused as provided below. For example, to be in compliance for Priority 1 responses in urban Zones, the contractor must place an ambulance on the scene of each Priority 1 call within eight minutes and zero seconds (8:00). Response time requirements are set forth below for Priority 1, 2 and 3 calls in each Zone and within each Region of the County.
- C. Region Compliance Excused. Contractor is not required to meet Region compliance standards in those Regions which are served by a Participating Provider, as provided in section 6 of this Contract, unless otherwise notified in writing by the County. County may reinstate Region reporting and compliance requirements by written notice to Contractor.
- D. Urban and Urban Coordinated Compliance Combined. When the Urban Coordinated Zone is implemented as part of an agreement with a Participating Provider, as provided in section 6 of this Contract, calls in the Urban Zone will be combined with calls in the Urban Coordinated Zone for the purpose of reporting Zone compliance under this section.
- E. Response Times. Response time requirements applicable to the 90% compliance standard are set forth in the following tables for Priority 1, 2 and 3 calls:

PRIORITY	NATURE	MPDS
Priority 1	Life threatening emergency	MPDS determinants: Echo, Delta, Charlie and designated Bravo Calls without a MPDS classification

PRIORITY	NATURE	MPDS
Priority 2	Non-life threatening emergency	MPDS determinants: Bravo and Alpha
Priority 3	Non-emergency	MPDS determinant: Omega
Priority 3	Emergency transport from a healthcare facility which has clinical personnel and emergency equipment available	MPDS: 33
Priority 4	Non-scheduled interfacility transport	MPDS: 33
Priority 5	Interfacility transport scheduled 4 hours or more in advance with an appointed pick up time	MPDS: 33

"MPDS" refers to Medical Priority Dispatch System classification.

Priority	Urban / ALS 1 st Response	Suburban / ALS 1 st Response	Rural	Frontier
1	8:00 / 10:00**	12:00 / 15:00**	25:00	2:00:00
2	12:00 / 15:00**	15:00 / 20:00**	30:00	2:00:00
3	20:00	25:00	35:00	2:00:00

** Ambulance response times in the Urban and Suburban Zones may be extended to the longer response time in these boxes where a Participating Provider has agreed to provide ALS response meeting the shorter response time in these boxes. Where no Participating Provider has so agreed, the shorter time applies to ambulance response times. The Zones where Participating Providers have agreed to meet the shorter response times are referred to as "Urban Coordinated" or "Suburban Coordinated" Zones.

The County does not require the use of lights and siren for any call. Contractor is responsible for determining whether or not lights and sirens are to be used for any particular call or priority.

- F. Reports. The County may require the contractor to submit a written report, at intervals and in a format approved by the County, for calls in every presumptively defined category not meeting the specified response time criteria, documenting the cause of the late response and the contractor's efforts to eliminate recurrence.
- G. Response Time Measurement. The following methodology will be used throughout this contract to measure response times.

a. Response Time Clock

For purposes of measuring response times, the official County "clock" will be the time displayed by the CAD system in use at CCOM. Contractor must synchronize its CAD clock with the National Institute for Standards in Technology (NIST-F1) clock (the official "atomic clock" time in the U.S.), and ping the NIST-F1 radio at the same time of day as does the Washington County Consolidated Communications Agency (WCCCA), to which C-Com syncs its CAD clock. Contractor will be responsible for providing all hardware, software and communications services to accomplish this requirement.

b. Time Intervals for Priority

For the purposes of this contract, response times for priority 1, 2 and 3 responses will be measured from the time the call is received on the contractor communications center Computer Aided Dispatch (CAD) terminal until Contractor's, or another authorized paramedic-staffed ground ambulance, arrives at the incident location and stops the response time clock. For priority 1, 2 & 3 responses, the response time will stop with the arrival of the first transport capable ALS ambulance.

For all types of requests for ambulance service, the response time clock shall be stopped by transmission from Contractor's ambulance or authorized mutual aid ambulance of the "unit arrived on scene" status signal to CAD. Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. Arrival on the scene of a first responder's unit or supervisor's vehicle will not stop the ambulance response time clock.

Arrival on scene means the moment an ambulance crew notifies Contractor's Dispatch Center that it is fully stopped at the location where the ambulance will be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival "on scene" will be the time the ambulance arrives at the designated staging location. The Medical Director may require Contractor to log time "at patient" for medical research purposes. However, during the initial term of this contract "at patient" time intervals will not be considered part of the contractually stipulated response time.

In instances when the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time. However, Contractor may appeal such instances when it can document the actual arrival time through other means.

c. Upgrades, Downgrades and Reassignments

1) Upgrades

If an assignment is upgraded, prior to the arrival on scene of the first ambulance (e.g., Priority 2 to Priority 1), Contractor's compliance with contract standards and liquidated damages will be calculated based on the shorter of:

- The time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard.

2) Downgrades

Downgrades may be initiated by medically trained first responders as authorized by the County. If an assignment is downgraded prior to the arrival on scene of the first ambulance, the contractor's compliance with contract standards and penalties will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged "late" under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit is downgraded after it would have been judged "late" under the higher priority response time requirement.

3) Reassignment En Route

If an ambulance is reassigned en route prior to arrival on scene (e.g. to respond to a higher priority request), the contractor's compliance and liquidated damages will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted.

4) Cancelled En Route

If an ambulance is cancelled by an authorized agency, after an assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late" for the purpose of contract compliance and calculation of liquidated damages. If the elapsed response time at the moment of cancellation is within the response time requirement for

the assigned priority of the call, the unit will be determined "on time" for the purpose of contract compliance and calculation of liquidated damages.

5) Response Times Outside of Clackamas Ambulance Service Area

Contractor will not be held accountable, under this contract, for emergency response time compliance for any response dispatched to a location outside of the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

6) Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the 1st ambulance dispatched and the on scene time of the first arriving Contractor's or authorized mutual aid ground ambulance will be used to compute the response time for the incident. Ambulances from other entities that are subcontracted under County approved agreements shall be considered Contractor's ground ambulances.

7) Response Time Exceptions and Exemption Requests

Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control may affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions, declared disasters, reassignment en route, or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests, will be defined according to a statistical model. Contractor must demonstrate that all units provided for in the System Status Plan were available, or assigned to, 9-1-1 calls or mutual aid calls when requesting exceptions to response time requirements based on demand or reassignment en route.

For the hour of the week for which an exemption is requested, Contractor must demonstrate that at the moment the call was received, that the number of emergency calls dispatched and being worked simultaneously exceeds the product of the following formula:

$\text{Overload} = (1.5 \times (1 \text{ Standard Deviation})) + \text{The mean}$ <p style="text-align: center;">rounded up to the nearest whole call</p> <p style="text-align: center;">for the entire population of emergency calls for that hour for the past 20 weeks</p>

Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements.

If Contractor thinks that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the contractor's reasonable control," Contractor may provide detailed documentation to the County and request that the County exclude these runs from response time calculations and liquidated damages calculations. Any such request must be made in writing and received by the County EMS Supervisor within fifteen (15) days after the end of each month. The County EMS Supervisor will review the request and issue a determination. Should Contractor dispute the determination made by the County EMS Supervisor, Contractor may make a written appeal to the H3S Director for a definitive ruling within five (5) days of receiving the response time calculations summary. The Director's ruling will be final and binding.

8) Response Time Audit Trail

Contractor must maintain a Computer Aided Dispatch (CAD) system that assures a complete audit trail for all response times and assures the County access to the response time data at any time to assure compliance and to calculate liquidated damages.

- H. Contractor will provide Clackamas County EMS with a dedicated server, and replicate EMS call response data for Clackamas County calls to that server in intervals the County desires. The server will house a Microsoft SQL server database engine where replicated data will be stored as table objects. There will be approximately five relational database tables to allow Clackamas County analysts to write queries for information pertaining to all aspects of EMS ambulance requests for service in Clackamas County. The tables will store data that relates to response numbers, time stamps, ambulance status, patient transports, ambulance crew information, vehicles and any call edits performed. The raw data may then be queried directly from Microsoft Access, or by a set of Microsoft SQL queries provided by AMR.

6. Medical First Responders - Integration and Support

- A. Participating Providers. The County will offer contractual agreements to Participating Providers to provide medical first response services within portions of the Clackamas ASA. Currently the Participating Providers are Clackamas County Fire District No. 1, Tualatin Valley Fire & Rescue, and Lake Oswego Fire Department. These agreements implement the Urban and Suburban Coordinated Zone response time standards, which replace the Urban and Suburban Zone standards where applicable. Contractor will be

able to reduce the number of staffed ambulance units utilized in its system status plan, using these agreements, from what otherwise would be required. It is understood that implementation of the reductions will only occur as Contractor is able to do so consistent with its obligations to meet the response time standards of this Contract.

- B. Cost Savings. Contractor's proposal identifies the cost savings associated with the reduction of staffed ambulance units based on a reduction in response time requirements (see table in section 5.E.) as \$363,737.00 per annum (the "Cost Savings"). Cost Savings realized by the implementation of Participating Provider agreements will be shared among the various participants in the EMS system in proportions determined by the County. County agrees that 20% of the Cost Savings will be allocated by the County for hardship relief for customers unable to pay ambulance service bills. Contractor will submit invoices to County documenting requests for hardship relief.
- C. Payment and Distribution of Cost Savings. Cost Savings will be paid by Contractor monthly in arrears to the County. County will distribute any other participants' share.
- D. Map Revisions. In the event that one or more of the Participating Providers terminate their contractual agreement with the County for the provision of medical first response services, or in the event that new Participating Providers are added, County may revise the response time map (Attachment A).
- E. Sharing of Cost Savings will cease in the event that there are no Cost Savings.
- F. During any time that the Urban Coordinated Zone is implemented, calls in that Zone will be combined with calls in the Urban Zone for contract compliance and Zone penalty purposes.
- G. Incident Command. At emergency response scenes where they are present, the local fire agency having jurisdiction has the responsibility for overall scene safety and management. Contractor is included in standard operating procedures within the incident command system and has command responsibilities prior to the arrival of the fire agency. Once the fire agency arrives on scene, the command responsibility is transferred to the ranking fire officer. Authority and responsibility for patient care will initially be the responsibility of the lead paramedic, regardless of rank or agency, on the first arriving first response or ambulance vehicle. The authority and responsibility for patient care will be transferred to the lead paramedic, nurse or physician on the transport ambulance (ground or air) as described in the treatment protocols. Medical control issues will be resolved through consultation with fire agency personnel, and if necessary, with on-line medical control, and the County Medical Director.

- H. Participation in ICS. Contractor will be required to fully and actively participate in the Incident Command System (ICS) and Personnel Accountability System (PAS) as adopted by the Clackamas County Fire Defense Board.
- I. Minimum ICS and NIMS Training Standards. Contractor must adhere to NIMS requirements at each level of the proposed organization. Minimum training requirements must be established for each level of the organization. Field level employees must take at a minimum ICS 100, 200 and NIMS 700 and 800. Management staff with anticipated command or general staff duties is required to take those classes as well as ICS 300 and 400.
- J. Reimbursement for Supplies and Medications. Contractor must reimburse first responders for medical supplies and medication utilized by first responders in direct patient care, when the patient is transported. The amount of reimbursement shall be based on Contractor's cost of disposable supplies and medications for average per-transport usage, which is currently \$9.25 per transport. The per-transport reimbursement rate will be reviewed and adjusted based upon an audit by Contractor each even-numbered year. An audit will be performed by Contractor on an annual basis if requested by any fire agency providing services within the ASA. To determine a revised average reimbursement rate, first responders shall submit to Contractor an itemized list of each disposable item and medication used on a call that resulted in a transport by an AMR ambulance during the previous three-month period, and the number of patient transports during that period to determine the average usage. Contractor shall determine its cost to purchase the average per-transport usage of disposable supplies and medications and adjust the per-transport reimbursement rate accordingly. Each month the Contractor will tabulate the number of invoiced responses for each fire agency, then provide monthly reimbursement to each agency at the average rate.
- K. Access to on-line Ordering for Supplies and Equipment. Contractor must offer fire agencies in the County direct access to their on-line ordering system, with supplies shipped directly to the fire agencies' designated locations twice weekly. Contractor must also provide fire agencies access to its nationwide contracts for equipment, such as cardiac monitors, AEDs, backboards, respiratory equipment.
- L. PCEP Training. Contractor will offer no-charge access to Paramedic Continuing Education Program (PCEP) [as described in proposal *Section IV. D. In-service Training of Contractor's Employees*] to all first responder agencies in Clackamas County. First responders have the choice to either log on live via the Internet for an interactive experience, or they can come to the classroom. This program will offer over 60 hours of continuing medical education every year.

- M. NCTI training. Contractor will offer scholarships to first responders to attend National College of Technical Instruction (NCTI) courses listed below:

Training Course " * " denotes refresher course	Course Fee	Number of Scholarships per Year	Annual Value to First Responders
Advanced Cardiac Life Support * (ACLS)	\$190.00	10	\$1,900.00
BLS Healthcare Provider * (CPR) Course	\$ 60.00	10	\$600.00
Pediatric Advanced Life Support * (PALS)	\$190.00	10	\$1,900.00
Pre-Hospital Trauma Life Support * (PHTLS)	\$205.00	5	\$1,025.00
Advanced Medical Life Support * (AMLS)	\$205.00	5	\$1,025.00
Advanced Cardiac Life Support (ACLS)	\$290.00	5	\$1,450.00
BLS Healthcare Provider (CPR) Course	\$ 82.00	5	\$410.00
Pediatric Advanced Life Support (PALS)	\$290.00	5	\$1,450.00
Pre-Hospital Trauma Life Support (PHTLS)	\$315.00	5	\$1,575.00
Advanced Medical Life Support (AMLS)	\$315.00	5	\$1,575.00
Total Annual Value			\$12,910.00

- N. Contractor will offer three full scholarships to rural first responders to NCTI's paramedic course, plus five scholarships for the EMT-Basic course. Eligible personnel are those from the following agencies: Sandy, Boring, Hoodland, Estacada, and Gladstone.
- O. Contractor will offer quarterly EMS training blocks for East Clackamas County fire agencies at their facilities.
- P. Contractor will offer instruction and skills testing for East Clackamas County fire agencies for re-licensure at their stations.
- Q. Contractor will work collaboratively with all area fire agencies to enhance services while prioritizing on-scene crew interactions to improve patient care through Multi-agency Training (MAT), mobile training outreach, and enhanced inter-agency operations and communications.
- R. Equipment Retrieval. For all transports covered by this contract, Contractor will retrieve fire agency equipment from hospitals which accompanies patients to those hospitals, and deliver the equipment back to the fire agency. Contractor's supply technicians will make routine rounds to local hospitals, retrieve and decontaminate the equipment and deliver it back to appropriate agency. In the event a fire crew requires replacement of a durable piece of equipment, such as a backboard, Contractor will provide for that replenishment while still on scene.
- S. Contractor shall respond to HazMat and fire standbys without additional compensation.

- T. Contractor will initiate a Critical Incident Stress Management program as provided in their proposal.
- U. Contractor will provide an administrative representative to the County fire and police chief organizations whenever requested.
- V. Return to Station Transportation. When a fire responder accompanies the ambulance to the hospital to assist in providing patient care in critical situations, Contractor will notify its dispatch center that a fire responder is onboard with them to the hospital. Contractor will return the first responder to their station immediately after completing the call at the hospital. If the first responder cannot be returned by the crew or on-duty supervisor, Contractor will order and pay for a taxi to return the first responder to their station.
- W. Automatic Vehicle Locator/Global Positioning System/Mobile Data Computers (AVL/GPS/MDC) Solution. Contractor will provide an Automatic Vehicle Locator/Global Positioning System/Mobile Data Computers (AVL/GPS/MDC) solution, including the equipment, software, and ongoing maintenance solely at Contractor's expense. Contractor's ambulances and supervisor units must be equipped with a wireless modem and GPS receiver that links to its Communications Center's CAD system to track vehicle locations and select the closest available unit. The modem passes the GPS packets to the mobile laptop then currently transmits the data by a wireless Verizon card to the CAD. Contractor will install the same capability in all fire department medic units (ambulances) including Canby and Molalla Fire that serve the two other adjoining ASAs. GPS-enabled modems in each fire ambulance will transmit location data to the same server as Contractor's ambulances, providing position and status of all units displaying on the same map screen. While proposed brand names and carriers may change, the same functional capability must be maintained.

Contractor will install a Tritech VisiNet Mobile client running in each PSAP to display in the preferred format, on either a PC monitor or a large wall mounted flat screen. As units are assigned to calls, their icon color will change to display current status and can be viewed in the tabular unit status queue. Contractor will coordinate with each PSAP to collect and display status information on fire units for the integrated display including information on unit status, responding at scene, transporting, at hospital, etc.

The VisiNet Mobile client will give the PSAPs visibility of all active Contractor calls regardless of which PSAP initiated the call, and display all non-911 calls being handled by Contractor units to ensure there is a full understanding of all ambulance activity within the County. Contractor will maintain these capabilities for the duration of this contract.

- X. Meds ePCR. Contractor's operations will utilize the MEDS ePCR™ (electronic patient care record) system, a tool to capture clinical and demographic data. MEDS is a wireless

data collection system for pre-hospital care documentation. MEDS ePCR™ is a proprietary ePCR system developed by Contractor programmers. Contractor currently deploys both the Panasonic CF-19 and the GDI 8000 devices that meet both military and International Electrotechnical Commission standards for vibration, dust and water-resistance. The data collected is used by Contractor and agency partners to make fact-based decisions regarding operational performance, clinical protocols, and patient treatment methods. Should Contractor, at any time during the contract term decide, or be forced by state or federal regulation, to change brands or types of ePCR or equipment and software, Contractor will maintain similar functionality and equip all responders with the new systems. Contractor shall not effect such a change without reasonable notification to County and an opportunity to discuss the change(s) with other agencies.

- Y. Data Integration with MEDS ePCR. Contractor's ePCRs combine data from the CAD, Contractor field crews, other first responders, and hospitals, all of which are sent to the data warehouse for integration into a single electronic patient care record. A call/record is initiated by Contractor's CAD, which is opened by the field crew to populate patient assessment and care information, including data by Bluetooth connectivity from the cardiac monitor, and then transmitted to a server that merges the data. A cellular air card or wireless gateway is used to establish a secured connection to send and receive encrypted data to and from the MEDS server while meeting HIPAA standards for patient data security. In addition, laptop hard drives are encrypted with Guardian Edge or other software to prevent data compromise in the event a PC is lost or stolen.

Contractor will keep its MEDS PCs up-to-date and functional with regular preventive maintenance, including updating and trouble-shooting as needed. MEDs software updates will be automatically received by each laptop when available.

- Z. Maintaining the MEDS ePCR Platform or Equivalent. Contractor will provide the following MEDS ePCR system, or equivalent functionality, as described in its proposal:

Contractor will refine the data collection system to be more efficient and relevant for improving patient care, and for generating timely and useful reports to analyze the data collected. The technology will integrate Contractor's information system and first responders' and health care providers' information systems, to achieve an information system that is able to describe an entire EMS event (from dispatch to discharge). Contractor will make it available to its fire partners.

The MEDS ePCR technology will provide patient care reports to hospitals by printers, online Internet-based ePCR viewer, direct interface with hospital electronic record systems, and fax. Contractor will have capability to measure when a PCR is delivered to the hospital, and have MEDS automatically provide a time stamp of that event. Contractor

will promptly provide PCRS to receiving hospital staff so that treating physicians can review them, and so they can be integrated into the hospital's medical records.

- AA. Resource Utilization. Contractor will participate in County review of EMS resource utilization, in collaboration with the EMS Council and other stakeholders. Such review will address potential innovation designed to reduce redundancy and promote greater efficiency in the delivery of emergency medical services.
- BB. To enhance system innovation and integration, Contractor intends to enter into subcontracts with Lake Oswego Fire Department, Tualatin Fire and Rescue and Clackamas Fire District #1 to integrate clinical data collection, to align public information and education programs and to provide additional transport capacity for disasters. The proposed subcontracts are included in Attachment D: Subcontracts. Proposed innovation is further described in Attachment C: Memorandum of Understanding – System Innovation.

7. Reports and Requests

- A. Monthly Performance Reports. The following reports, the formats of which are subject to County approval, shall be submitted to the County no later than fifteen (15) days after the final day of each month.
 - 1. Monthly Response Time Report. For each incident for which a response is dispatched, the monthly response time compliance report shall include, but not be limited to: a unique call number which shall be the call number generated by the County dispatch computer or another number that a County reviewer can easily link to the call number generated by the County dispatch computer; the dispatch date, dispatch time, on scene time, time transport is begun, time transport ends, priority, fire call box, identification number of the ambulance(s) that arrive on scene, response priority linked to the dispatch and on scene or cancel/disregard times necessary to calculate the response time. For calls disregarded en route, up- or downgraded, or reassigned en route, the aforementioned items shall be reported in a format that clearly shows the unique measurements required in this Contract. For calls on which multiple ambulances arrive on scene, although only the first ambulance to arrive is included in compliance calculations, the responses of all ambulances that arrive on scene shall be reported. This report shall not be merely a compiled statistical report.
 - 2. Response Time Exception Report. For calls which result in response times in excess of those specified in this contract, the Monthly Response Time Report shall include the number of ambulances in-service at the time of the exception, the

number of those ambulances dedicated to responses, and the incident numbers and priorities of those responses.

3. Mutual Aid Given and Received. All mutual aid either given by Contractor ambulances to adjoining jurisdictions for emergency or non-emergency responses and mutual aid received by other ambulance providers into the Contractors service area will be reported.
4. Requests for Exemption from Response Time Standards. Any requests for exemption from response time standards may be made with the Monthly Response Time Report. If no such request is received by the deadline set forth in this contract (see section 5, *Response Time Requirements*), no such request will be considered in compliance calculations.
5. Monthly Unit Hour Report. The monthly unit hour report shall include, but not be limited to, the number of unit hours produced during every hour of every day.
6. Monthly Vehicle Mileage Report. Mileage for each ambulance used to meet contract requirements will be reported monthly.

B. Other Reports.

1. Report of any below standards equipment or staffing situation which has the potential to affect the health and safety of the citizens of Clackamas shall be due no later than two business days (Monday through Friday) after such below standards equipment or staffing situation occurs.
2. Annual Report. The Annual Report shall be due within 90 days after the close of the contract year. The annual report shall include the following information:
 - a. sales by pay source;
 - b. services provided by category (e.g. ALS, mileage), by financial classes and in total, for each month;
 - c. sales by date of service, billing number per day;
 - d. collections by payer source;
 - e. credit adjustment by payer source (write-offs) including those submitted for County reimbursement as hardship relief;
 - f. summary of billings and collection;
 - g. community education report and budget including the number of public education activities and stand-bys, and the type of activity (e.g., CPR classes, ambulance stand-bys); and
 - h. customer satisfaction survey results.

- C. Changes in SSP. System status plan modifications including but not limited to, any changes in post locations, levels at which various posts are staffed, and around-the-clock coverage levels, may be made at the Contractor's sole discretion by notifying the County in writing at least five (5) days prior to the implementation of the change.
- D. Patient Bills. Contractor will allow County to review patient bills upon request. County understands that health information collected under this Contract is confidential and protected by the Health Insurance Portability and Accountability Act ("HIPAA"), and the use or disclosure of such information, when not directly connected with the administration of County's responsibilities under its Ambulance Service Plan and this Contract, is prohibited, unless consent is obtained from the patient and, in the case of a minor, that of a responsible parent/guardian. County will comply with HIPAA when obtaining any Protected Health Information as that term is defined in the Act.

8. Contractor Facilities and Resources

Offices. The County prefers that Contractor locate and maintain its maintenance facility and billing office within Clackamas County. However, when this is not cost effective, due to economies of scale, such facilities may be located outside the County. Contractor's maintenance facility will be located at its current location, which is 1 SE Second Ave., Portland, Oregon. Contractor must, however, at least maintain an office within Clackamas County from which daily operations are conducted and at which staff members are located who can answer citizen's questions regarding ambulance bills. Contractor's Clackamas County office will be located at its current location, which is 9800 SE McBrod Ave., Milwaukie, Oregon.

9. Dispatch

The Contractor shall furnish and manage ambulance dispatch and communication services. Such services shall include, but not be limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

- A. Location of Contractor's Dispatch Center. The Contractor's dispatch center is located at 1 SE Second Ave., Portland, Oregon.
- B. Interoperability. Contractor's communications systems, including radios and other future communications system components, will fully interface with the radio and telephone systems within the County. In the event of future system enhancements, Contractor agrees to maintain at Contractor's expense, full interface with such future system as the County, at County's sole discretion, may institute.

- C. CAD to CAD Interface. Contractor will maintain a two-way CAD-to-CAD interface between Contractor, C-COM and Lake Oswego Communications Center (LOCOM) utilizing the Portland Dispatch Center Consortium (PDCC) Enterprise Service Bus (ESB).
- D. Automatic Vehicle Locations (AVL) System. Contractor will equip all ambulances with AVL and Mobile Data Computers (MDC) with Global Positioning Satellite (GPS) mapping.
- E. MPDS (Medical Priority Dispatch System). Contractor shall use the Medical Priority Dispatch System protocols authorized by the County. Contractor understands that changes to dispatch protocols may occasionally be necessary and that the Contractor, County and the Medical Director may discuss such changes, but that the County has the ultimate authority to determine dispatch protocols which include dispatch priorities.
- F. CPR Certification. Contractor agrees to provide CPR and CPR Instructor training, both initial certification and recertification, to Contractor and County dispatchers and call takers at no cost to County by the end of the first contract year or other mutually agreed upon date.
- G. Dispatch Center Personnel. Contractor's dispatch office will be staffed only by persons holding certification issued by the National Academies of Emergency Dispatch or other similar organization as determined by the County. Contractor will staff the dispatch center with sufficient personnel to ensure that emergency lines are answered on the first ring.
- H. Mobile Data Terminals. Contractor agrees to provide mobile data terminals (known as MDT or MDC) in all ambulances providing service under this contract.
- I. Emergency Medical Dispatch Quality Assurance. Contractor will actively participate with the Clackamas Communications Center's Quality Improvement Program for Emergency Medical Dispatch. Participation will consist of assigning a Contractor representative to attend meetings and provide data as requested for the purpose of continuing quality improvement. Contractor will also participate in quality improvement programs at Lake Oswego Communications and Washington County Consolidated Communications Agency as requested.
- J. Ability to Manage Ambulance Deployment. To achieve optimal deployment of ambulances, Contractor agrees to provide adequate technology that will monitor efficiency and compliance within the Clackamas ambulance system, both overall and within each Zone and Region, and which allows for immediate adjustments in ambulance deployment.
- K. AVL and Dispatch Software. Contractor agrees to incorporate all AVL equipment and dispatch software provisions of this contract into the Contingent Lease Agreement ("Lease Agreement").

- L. Communications Center Accreditation. Contractor will maintain Contractor's communication center as an Accredited Center of Excellence through the National Academy of Emergency Medical Dispatch.

Contractor will offer to assist C-COM, LOCOM and WCCCA to achieve NAED accreditation as described in their proposal, and will provide up to \$7,500 to pay for the cost of applications to the National Academy for accreditation.

10. Vehicles, Equipment and Coverage

During the first year of this contract, Contractor will place into service in the Clackamas ASA a fleet of new vehicles including three (3) new Type-1 four-wheel-drive ambulances and eighteen (18) new Type-3 ambulances. The number of Type 3 ambulances provided may be reduced to sixteen (16) if contracts are in place with participating providers to extend ambulance response time requirements. Contractor will purchase the chassis for all of these new ambulances from a business located in Clackamas County.

Contractor must have available at all times a minimum number of fully-equipped ambulance units defined as 147 percent of the number of units required at the peak load in the system status plan. Each vehicle must meet Federal specifications, except as may be required to meet Oregon state specifications, at the time of original manufacture. Each vehicle shall have a standard floor plan, approved by County and compatible with Type I or III KKK models. Each unit should be a Type I or Type III model, as defined by the above standards.

The vehicles' floor plans and maintenance programs must be approved by County. Each vehicle must have a minimum interior height to allow for up to two (2) stretcher patients per vehicle. Each vehicle must meet State of Oregon ambulance equipment standards. All required equipment and supplies (e.g., drug boxes, defibrillators, airways, and handheld radios) must be supplied at 110 percent of peak-load requirements. Contractor must assure that each ambulance is stocked with personal protection equipment (PPE) as specified by the Medical Director. Contractor must provide all of their own restocking of drugs and expendables.

Other future, comparable vehicles conforming to the highest ambulance industry standards may only be substituted after approval by the County.

Ambulances must have on board and in working order, safety restraints for patients and caregivers approved by the County, MDTs/computers, and all other necessary on-board radio equipment, which is provided and maintained by the Contractor. All ambulances and other emergency response vehicles must display lettering which identifies the Contractor's approved business name, and which is approved by the County with the exterior markings the same for all ambulances, except as variations may be allowed by the County, in writing, for subcontractor ambulances. Ambulances must be stocked with medical equipment and supplies according to

County's specifications. These specifications may be modified from time to time with Contractor having opportunity to provide input.

Ambulances must have 12-lead electrocardiogram (ECG) capability.

All ambulances must display approved markings including the words "Clackamas EMS" and the ambulance unit number, in at least 4-inch letters, on three sides of the vehicle that is in compliance with fire agency unit identification standards except for variations allowed by the County in writing.

Only mechanically sound and serviceable vehicles approved and licensed by the State of Oregon prior to placement into service may be used. In no event, will any vehicle be permitted to remain in service after 250,000 miles.

11. Expansion of Primary Service Area and Outside Work

Contractor may not use any of the Clackamas County EMS system infrastructure or factors of production to provide service for any other purpose not covered by the contract, unless Contractor receives approval from the County. With County approval, such other work may include long distance transfer work, non-emergency work, inter-hospital transfers, wheel chair transportation, special events coverage, and other governmental agency contract work, either within or outside Contractor's primary area of service. County approval for such other work is contingent upon the following requirements: (i) all such income shall be reflected in Contractor's financial documents; (ii) Contractor's methods of producing such services are designed to enhance Contractor's peak load capacity in County, improve disaster readiness, and improve overall efficiency, and (iii) such other work does not detract from Contractor's ability to provide service in-County work under this contract.

12. Patient Fees (Rates)

- A. Patient fees (rates), for the first year of the contract, will be no greater than the amounts shown below in the "Approved Rate" column:

	BASE RATE	FRANCHISE FEE ADJUSTED FOR COLLECTION RATE	APPROVED RATE
BLS Non-emergency	901.31	\$ 96.16	\$ 997.00
BLS Emergency	901.31	\$ 96.16	\$ 997.00
ALS-1 Non-emergency	901.31	\$ 96.16	\$ 997.00
ALS-1 Emergency	901.31	\$ 96.16	\$ 997.00
ALS-2	901.31	\$ 96.16	\$ 997.00
Mileage (per patient-loaded mile)	\$21.33		\$21.33

- B. No Charge for Standby. Contractor will not charge for non-dedicated standby coverage using units which are part of the system status plan, unless treatment is provided.
- C. Discounts based on volume of business or group membership are prohibited, unless specifically authorized by the County for service to a group at least fifty percent of whose members have incomes below the federal poverty level. As the health care field is rapidly changing its financial and reimbursement methodologies, and health care providers are moving away from "fee-for-service" and toward such mechanisms as capitation rates, the County reserves the right to have the Director of Health, Housing and Human Services approve other payment mechanisms, so long as they do not cause "cost shifting," which, in the opinion of the County, does not serve the public interest.
- D. Rate Adjustment.
1. Contractor acknowledges that County has the authority to determine rates for services provided under this contract and has exercised that authority by establishing the maximum rates shown above. The rates shown above shall remain in force and effect throughout the term of this contract unless modified or adjusted pursuant to the provisions of this contract.
 2. Annual Rate Adjustment: The maximum rates chargeable by Contractor under this contract will be adjusted annually on the first four anniversaries after contract implementation, starting one year after contract implementation. The adjustment will be determined by the average of the percentage changes of the following consumer price indexes (CPI):
 - the US Medical Care Services index, and
 - the Portland-Salem - All Items index,
 - Modified to adjust for Contractor's ability to collect increased rates from fixed government payors, and
 - Limited to a maximum of 5.5% increase in any single year.

The consumer price indexes to be used are those compiled and reported by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month period, not seasonally adjusted. The H3S Department will initiate implementation of the rate changes by notifying the contractor. Notice shall be mailed on or before the end of each contract year.

EXAMPLE: WEIGHTED CPI CALCULATION	
2.9%	<i>US Medical Care Services</i>
2.3%	<i>Portland-Salem, OR-WA - All Items</i>
5.2%	SUM
2.6%	AVE

EXAMPLE: CPI ADJUSTED FOR GOVERNMENT PAYORS					
	Contractor Payor Mix	Allowed Inflator	Source	Percent of CPI (Allowed Inflator + Weighted CPI Increase)	Weighted Net Collections
Medicare	54.3%	0.8%	CMS AIF	30.8%	16.7%
Medicaid	12.3%	0.0%		0.0%	0.0%
Insurance & Self Pay	33.4%	2.6%	Weighted CPI Increase	100.0%	33.4%
Potential collection of user fee increase (sum of Weighted Net Collections):					50.1%
Weighted CPI Increase					2.6%
Adjusted Allowable Annual Rate Increase (Weighted CPI Increase ÷ Sum of Weighted Net Collections):					5.2%

The annual rate adjustment will be applied to the approved rates and mileage, and rates will be adjusted accordingly.

After the four annual rate adjustments of the rates using the CPI as set forth above, the County may, in its sole discretion, approve new baseline rates as set forth below, or may continue to apply the CPI adjustment. County may determine in its sole discretion each year thereafter whether to approve new baseline rates; provided however that if a new baseline rate is approved by County, the CPI annual adjustment will be applied in each of the following four years. In the event that County requires Contractor to justify new baseline rates, and County does not approve the proposed new baseline rates, County may determine whether or not to allow a rate adjustment on any other basis.

3. Rate Adjustments Due to Substantial Changes: The County may require or allow changes that reduce or increase rates if there have been any of the following circumstances since the last rate adjustment 1) substantial changes in required operational performance, 2) substantial changes in Medicare or Medicaid reimbursement rates, or 3) substantial changes in market conditions. "Substantial change in market conditions" includes circumstances where the change in the consumer price index as adjusted for collection rates from government payors exceeds the cap on annual rate adjustments for two or more years.

Decisions to require or allow adjustments due to substantial changes will be entirely at County's discretion.

4. Establishment of New Baseline Rates. After the fourth anniversary of the implementation of the contract, County may require the Contractor to propose and justify new baseline rates. County may in its sole discretion approve new baseline rates, or may continue to apply the CPI adjustments described above. County may determine each year thereafter whether to require Contractor to propose and justify

new baseline rates. If a new baseline rate is approved by County, the CPI annual adjustment will be applied in each of the following four years. Contractor will not be required to propose new baseline rates more often than once every 5 years. In the event that County requires Contractor to justify new baseline rates, and County does not approve the proposed new baseline rates, County may determine whether or not to allow a rate adjustment on any other basis. The process for proposing, justifying and reviewing new baseline rates is as described in Appendix 3 to the Request for Proposals.

5. Due Diligence for Cost Savings. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it does realize such savings or otherwise finds that it is possible to lower the user fees established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine.

- E. On-Scene Collections. Contractor's personnel shall not accept payment for services rendered under this contract either at the scene of the call, enroute, or upon delivery of the patient.

- F. Non-transport fee. Contractor may propose a non-transport fee subject to County approval.

- G. Billing Procedures. It is the Contractor's responsibility to:
 1. Accurately prepare all appropriate billing information in order to submit billings to third party payers and bill patients for services rendered;
 2. Adhere to industry standards of billing patients' third party payer and providing patients with detailed listing of services provided;
 3. Mail bills to users; and
 4. Professionally and courteously answer questions about billing and payment schedules.

- H. Detailed Description of Practices and Procedures. Contractor shall provide the County Department of Human Services with a detailed written description of:
 1. Patient billing practices and procedures;
 2. Patient billing payment schedules, and
 3. Pricing and user fee policies.

- I. Changes in Practices and Procedures. Contractor shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge

and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payers; that such rules, regulations, policies, and procedures may change from time to time; that Contractor's practices and procedures must necessarily change in response to such changes, and that it would be impractical to amend this contract to reflect such changes each time they occur. The parties therefore agree that Contractor may change the practices, procedures, schedules, and policies referred to above if it is necessary to do so to reflect changes in rules, regulations, policies, and procedures of the Federal and State Governments, private insurance companies, and other third-party payers, without a formal amendment to this contract, subject, however, to the review of the County. Nothing in this section shall be construed as authorizing an increase in the user fees or rates provided for herein without approval of the County as set forth in this contract.

13. Bills and Collections

Contractor will provide a telephone number on all invoices which a customer may call to make inquiries about the services billed on the invoice. The Contractor shall be responsible for all billings and collections for ambulance service rendered under the terms of this contract. Contractor may use commercially reasonable means, including the services of a collection agency, to collect bills.

14. Public Relations and Education

- A. **Safety Awareness.** Contractor will develop and implement community programs aimed at safety awareness and injury and illness prevention, as described in Attachment E. Contractor will coordinate these programs with other public agencies including first responders, public health organizations and injury prevention partners. These programs will be directed at both adult and children audiences. These programs will include but not be limited to:
- School education addressing access to 911, helmet safety, EMS careers, DUII awareness.
 - CPR Training
 - Adult education including child safety seats and fall prevention.
 - Safety Fairs
 - Public Safety messages
- B. Contractor will partner with other organizations to effectively coordinate health and safety activities. These groups include Oregon Impact, Oregon Safe Kids Coalition, Alliance for Community Traffic Safety in Oregon, Public Information Officers Association, Clackamas

County Public Health Department, Clackamas County Safe Communities Program and local first responders, including the Clackamas County Sheriff.

- C. Contractor will continue its Reach and Treat (RAT) program for responses to known injuries and illnesses in an alpine or wilderness environment as described in Attachment F. Contractor will also continue to support active search and rescue missions at the request of the Clackamas County Sheriff's Office, based on availability, but its Reach and Treat Team shall remain available to respond to other calls (i.e., in an in-service status).
- D. Contractor will continue its River Safety program to provide surface water rescue as described in its proposal and as described in Attachment G.
- E. The River Safety program and the Reach and Treat program have been historically provided by Contractor for more than a decade. They do not replace programs that the County would otherwise be required to provide, or for which the County would otherwise be required to pay out of its own resources. The value of these programs inures to the benefit of the public generally, and not to the County as a governmental entity. These factors indicate that the programs are consistent with the intent of the federal anti-kickback statute.

15. Audit

- A. Financial Statements. Within one hundred twenty (120) days after the close of the Contract year, Contractor agrees to provide to the County reviewed financial reports, signed by a corporate officer, which are specific to its Clackamas County operations, and are prepared by an independent certified public accountant or certified public accounting firm in accordance with generally accepted accounting principles.

These statements will be provided without charge to the County and shall include a breakdown by service type, including all emergency and non-emergency transports, annual subscription program, public education activities and any other operations. Contractor also will provide an annual audited financial statement for consolidated operations of the parent company that includes all operations of the parent nationwide and/or in foreign countries.

If the County requests audited financial statements specific to Contractor's operations in Clackamas County, Contractor agrees to provide those without charge to the County.

- B. Document Review. The County shall have the right to access and inspect the books and records of Contractor's Clackamas operations without notice, but shall not unreasonably interrupt Contractor's business operations. The County shall have the right to access and inspect any other books and records of Contractor or Contractor's parent corporation or entity or any other entity associated with or substantially involved in a business

relationship with Contractor, upon reasonable notice and solely to the extent such review reasonably relates to the services provided hereunder. County understands that health information collected under this Contract is confidential, and the use or disclosure of such information, when not directly connected with the administration of County's responsibilities under its Ambulance Service Plan and this Contract, is prohibited, unless consent is obtained from the patient and, in the case of a minor, that of a responsible parent/guardian.

C. Contractor Data Collection and Records. Contractor will complete the following records and provide them to the County where indicated:

1. For each request for ambulance service, regardless of geographic origin and including mutual aid given or received, emergency and non-emergency, Contractor's dispatch personnel shall complete a record in the CAD using approved coding conventions and time-stamping rules;
2. For each patient, whether transported or not, Contractor shall complete a patient report form approved by the County;
3. Contractor shall convey to the County system status plan changes with reduced resources at least five (5) days prior to implementation of such changes;
4. Contractor shall ensure that all of Contractor's employees are appropriately certified at both the State and local levels, and shall furnish dates of certification to the County;
5. Contractor shall, if requested, furnish to the County periodic reports showing frequency and type of medical incidents and procedures rendered;
6. All of the above information will be provided promptly to the County to the extent authorized by law.

16. Franchise Fees

Contractor shall pay a fee of \$93,375 to County every three months during the term of this Agreement in order to fund the costs of supervising and administering the ambulance service area. This fee is due and payable in advance on July 1, October 1, January 1, and April 1, and shall be paid pro-rata if this Agreement is commenced after one of those dates. This fee shall be derived from the fixed-rate charges of the Contractor; it shall not be recovered through a specified add-on charge to the patient. This fee will be adjusted annually by the percentage change in the CPI (CPI-U, U.S. Cities Average, annual change March to March), or as otherwise determined by the County.

17. Quality Control

Quality control inspections or quality improvement processes shall not relieve Contractor of the responsibility and duty to maintain the equipment, facilities, personnel and operations strictly in accordance with this contract and in accordance with the highest standards in the ambulance industry.

A. Vehicles, equipment and facilities. In the interest of public safety and health and to review quality, the Medical Director or his/her designee, and/or the County or his/her designee shall have the right to inspect Contractor's vehicles, equipment and facilities at any time to ensure that they are being properly stocked, equipped and maintained.

B. Patient care.

1. Patient care reports. The County has the right to inspect patient care reports for purposes of maintaining and ensuring quality of medical care in the Clackamas ambulance service system. To facilitate this review, Contractor's personnel shall complete a patient care report form as specified by the County for all patients for whom care is rendered, regardless of whether such patient is transported. Contractor agrees to make these records available to the County upon request.

ePCR. Contractor agrees to provide an electronic patient care reporting system. Contractor agrees with County that data contained in such system shall be available for the County quality assurance program.

2. Medical audit attendance. Contractor's personnel have the responsibility to interact with the Medical Director on issues related to patient care. Contractor shall ensure that employees attend medical audits when required to do so by the Medical Director.

3. Quality Improvement Staff. Contractor shall assign a person to function as Contractor's liaison to the Medical Director.

4. System Quality Improvement. Contractor shall implement a comprehensive quality improvement program which meets the County's specifications and that includes, at a minimum, medical dispatch personnel, ambulance personnel and fire agency personnel. The quality improvement program shall serve to improve outcome oriented patient care and facilitate continuing education.

C. Customer satisfaction. Contractor will develop a survey mechanism(s) to rate the patient's experience with their care, a component of the International Health Institute's Triple-Aim. The survey will be conducted annually or at other intervals approved by the County based

on a statistical randomized sampling of patients who received care during a PSAP-generated response. The County may inspect Contractor's complaint files or other files or records maintained to determine customer satisfaction.

18. Personnel Certifications & Requirements

- A. Certifications and Licenses. The Contractor is responsible for ensuring that all of its personnel hold valid State, local and other certifications and licenses at all times as required to meet the Contractor's responsibilities under this contract. Contractor will assign an employee for the purposes of managing certification compliance. Contractor will also use a software application to track all certifications and maintain a record establishing that employees do not work with expired certifications.
- B. Ambulance Personnel. When on duty and in-service, ambulances must be staffed by at least two (2) persons. At least one of these persons must be licensed by the State of Oregon at the level of Paramedic, and must be capable of providing the full range of care according to the medical treatment protocols. The other person must be State licensed at the level of Paramedic, EMT-Intermediate, Advanced EMT or EMT. All of Contractor's personnel who render patient care in any capacity as the Contractor's representative must hold State certification or license. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses and permits as required by the County.
- C. NIMS and ICS. Contractor's personnel will be trained in the National Incident Management System (NIMS) Incident Command System (ICS) to the required level. Contractor's personnel will comply with the NIMS ICS, provided however that decisions regarding medical treatment will be determined according to the medical treatment protocols and standards.

19. Human Resources

Contractor shall continue to employ full-time employees with benefits, to include compensation, medical and dental coverage, retirement plan, life insurance, accidental death and dismemberment insurance, paid time off, leaves of absence, employee assistance program, critical incident stress management, uniforms, training, and health and safety programs. County recognizes that the make-up of compensation and benefits levels are based on collective bargaining agreements and may change periodically. Detailed job descriptions for persons employed as EMT-Basic, Paramedic, Lead Paramedic and Operations Supervisor are provided in Contractor's Attachment Number 4 to its Proposal.

20. Rights and Remedies Not Waived

Contractor agrees that the work specified in the contract shall be completed without additional consideration other than that provided for in the contract; and that the acceptance of work under the contract shall not be held to prevent maintenance of an action for failure to perform such work in accordance with the Contract. The inaction of the County to enforce any provision of the contract shall not be construed as a waiver by the County of any provision of the contract.

No right or remedy granted in the contract or reserved to the County is exclusive of any other right or remedy; each shall be cumulative. No covenant or condition of this contract may be waived without consent of the County.

21. Indemnification and Hold Harmless

Contractor shall indemnify, hold harmless and defend the County, its Commissioners, officers, agents and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property resulting from the Contractor's operations under this agreement, or caused by the errors, omissions, fault or negligence of the Contractor or its employees or subcontractors.

22. Insurance and Proof of Insurance

A. Insurance. Contractor at its own expense shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth below to protect it and the County from claims which may arise out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate for personal injury and property damage, for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to the contract.
2. Business automobile liability insurance in the amount of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage for the protection of the County, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to the contract.

3. Professional liability insurance in the amount of not less than \$5,000,000 combined single limit per occurrence for medical professional liability coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof and damages because of negligent acts, or errors and omissions, in any way related to the contract.
4. If the Contractor has assistance of other persons in the performance of this contract, the Contractor agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. Contractor shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
5. The County, at its option, may require a complete copy of any of the above policies. The commercial general liability and automobile liability insurance shall include the County as an additional insured and refer to and support the Contractor's obligation to hold harmless the County, and its officers, commissioners and employees. All of the above insurance shall provide sixty days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under the insurance. All of these policies shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
6. If any required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
7. The cancellation or other termination of any policy of insurance required hereunder shall constitute a breach of this contract unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination, provided that in the event such cancellation or termination occurs without notice to Contractor, Contractor will not be in breach if it immediately effectuates a new policy which is in form and substance satisfactory to the County.

8. A waiver of all rights of subrogation against the County and the Medical Director, their officers, agents, employees and volunteers for losses arising from the activities arising from or relating to this contract shall also be provided.
- B. Certificate of Insurance. At all times during this contract, Contractor shall file with the County valid certificates of insurance, and endorsements, acceptable to the County, naming the County and the Medical Director as additional insureds in the amounts and coverages stated above and providing a waiver of all rights of subrogation as listed above.

23. Equipment and Vehicle Sublease Agreements

- A. Step-In Rights. In order for the County to exercise "step-in-rights" under the terms of this Contract, Contractor will maintain a contingent Lease Agreement substantially in the form of Attachment "B", which is incorporated herein for all purposes.
- B. Vehicle and On-Board Equipment Arrangement.

Ambulances regularly dedicated to the Clackamas County 9-1-1 system status plan, their replacements and those that may from time to time be added to the system status plan, together with equipment and supplies regularly contained in them, will remain free and clear of all liens, encumbrances, claims, or interests of any nature, except those in favor of Clackamas County.

Contractor will list Clackamas County as a security interest holder on the titles of ambulances dedicated to the Clackamas County 9-1-1 system status plan, and enter into a lease agreement that includes the ambulance vehicle (other than publicly owned) and all equipment and supplies contained therein.

Titles to the ambulances described above (other than publicly owned) will be held in the County's custody. When Contractor provides the County with titles to new replacement ambulances, County agrees to immediately release its security interest in the ambulance(s) being replaced and return those titles to Contractor.

Contractor may choose to hold title to vehicles and on-board equipment or enter into some form of a lease arrangement.

If ownership is desired, Contractor must provide a plan whereby the County, at its discretion, can assume immediate control of the ambulances and on-board equipment in the event of breach of contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of contract for whatever reason.

If a lease arrangement is desired, Contractor must provide a plan whereby the County is a party to the lease so that immediate control of the vehicles and on-board equipment can be exercised by the County, at its discretion, in the event of breach of contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations.

It is understood between County and Contractor that any sublease agreements will also be entered into for future rolling stock purchases and other durable medical equipment. These agreements may be modified in the future by mutual written consent of the parties, however, it shall be a requirement of each lease that, in the event that County exercises its "step-in-rights" under this Contract, or in the event of the termination or expiration of this contract, both the vehicles and the equipment shall be transferred to and assumed by County. Provided, however in the event that County selects a successor contractor, provisions shall be made for County to transfer both the vehicles and equipment to the County selected contractor.

The desired plan shall be subject to the review and approval of the County's legal counsel. The ownership or lease instrument, when developed and approved, shall be maintained by Contractor and copies provided to the County.

24. Mutual Aid

Contractor must establish reasonable and effective mutual aid agreements with surrounding municipalities, corporations or other entities, provided, however, any mutual aid providers must provide substantially medically equivalent services and each agreement is approved by the County prior to execution. Contractor will call the mutual aid provider that can supply an ambulance to the necessary location in, potentially, the least amount of time. Contractor may request an exception for long response times directly resulting from providing mutual aid. Clackamas ambulances shall not be dispatched on mutual aid responses if doing so would substantially compromise the Contractor's ability to provide emergency services within the County.

25. Medical Direction Fees

Contractor agrees to provide County with funding for medical direction to provide supervision of Contractor's services under this Contract.

26. Medical Direction

Contractor agrees to adhere to rules for operation, patient treatment protocols, telephone protocols, dispatch protocols and other protocols, policies and/or procedures both currently in force and subsequently promulgated by the County. Contractor agrees to train and certify

personnel, and implement medical innovations required by the County. Contractor agrees to respond in a timely manner to requests for reports and other inquiries made by the County.

Contractor will reserve \$80,000 annually for non-mandatory clinical upgrades. Any unused amount will accrue from year to year.

Contractor will provide a Clackamas County Clinical and Education Services Specialist/Training Officer, a Quality Improvement Coordinator, and a Clinical Data Analyst, to support the County EMS Medical Director.

Contractor will provide full access to a wide variety of regularly occurring and ad hoc clinical and operational reports including those stated in the RFP requirements.

27. "Lame Duck" Provisions

Should Contractor fail to prevail in a future procurement cycle, Contractor will agree to continue to provide all services required in and under the contract until a new contractor assumes service responsibilities. Under these circumstances, Contractor will, for a period of several months, serve as a lame duck contractor. To assure continued performance fully consistent with the requirements of the contract through any such period, the following provisions will apply:

- A. Contractor will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- B. Contractor will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting contractor services, and operating cost to maximize profits during the final stages of the contract.
- C. County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of the service to a new contractor. The County will not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc. as long as such transition activity does not impair Contractor's performance during this period.
- D. During any process of subsequent competition conducted by County, Contractor will permit its non-management personnel reasonable opportunities to discuss with competing organizations, issues related to employment with such organizations in the event Contractor is not the successful proposer. Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding Contractor's current operations and Contractor may also prohibit its

management personnel from communicating with representatives of competing organizations during the competition.

- E. Once County has made its decision regarding award, and in the event that Contractor is not the winner, Contractor will permit free discussion between Clackamas County based employees and the winning proposer without restriction, and without consequence to the employee.

28. Stand-by and Special Events Coverage

- A. Courtesy Stand-by Coverage for Public Safety Personnel. Upon request by police, fire or dispatch personnel, the Contractor may furnish courtesy stand-by coverage at emergency incidents involving a potential danger to County personnel or the general public at no charge to the County.
- B. Dedicated Stand-by Coverage for Community Events. Contractor may provide ambulance coverage for community events using one or more ambulances dedicated to those events. Contractor may also provide stand-by coverage utilizing Paramedics and/or EMTs with no ambulance. Documentation of revenue from ambulance and EMT stand-by events shall be provided to the County with the annual financial statements and shall be listed separately from other sources of revenue.

29. Internal Risk Management/Loss Control Program

To avoid injuries to patients, Contractor's personnel, first responders and other caregivers, the Contractor shall develop and implement an aggressive loss control program. Such program shall include, at a minimum, pre-screening of potential employees (including drug testing and criminal history), initial and on-going driver training, monitoring of driving performance, safety restraints for patients and caregivers, training in the prevention of infectious/communicable disease, use of proper lifting techniques, and hazard reduction training, as well as involving employees in planning and executing the loss control program.

30. Disaster Assistance and Response

The contractor shall be actively involved in planning for and responding to any declared disaster in the County, including planning for provision of services to vulnerable populations. In the event a disaster within the County or a neighboring County is declared, normal operations shall be suspended and Contractor shall respond in accordance with the County's disaster plan. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the County will not impose performance requirements and penalties for response times.

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. County will provide all reasonable assistance to the Contractor in recovering these costs, however County shall not be responsible for payments to contractor.

As part of its role as the National Disaster Ambulance contractor via FEMA contract, Contractor may establish a cache of ambulances in Clackamas County for use under the Federal FEMA contract. Contractor will seek permission from FEMA to use the disaster ambulance cache for non-Federalized incidents. County recognizes that if granted permission from FEMA to use these ambulances, they will become Federalized assets when or if the National Disaster Ambulance contract is activated.

31. Performance Security

- A. Service Delivery. Contractor expressly agrees that, in the event of breach by the Contractor, Contractor will work with the County to ensure continuous delivery of services, regardless of the underlying cause of the breach. Contractor agrees that it has a public health and safety obligation to assist County to provide uninterrupted service delivery in the event of breach, even if Contractor disagrees with the determination of breach. Further the contractor agrees that if notified by the County of a determination of breach and intent to execute an immediate takeover of the system, that the contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

- B. Performance Security – Irrevocable Letter of Credit. Contractor will provide performance security by providing the County with an irrevocable letter of credit in a form satisfactory to the County. The amount of the letter of credit will be one million five hundred thousand dollars (\$1,500,000.00) issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poors, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The federally insured banking institution on which the irrevocable letter of credit is to be drawn shall be acceptable as determined by the County's Finance Director. In the event the performance security is used for breaches such that the total is reduced to one million, two hundred fifty thousand dollars (\$1,250,000), the performance security will be immediately replenished to one million, five hundred thousand dollars (\$1,500,000). The irrevocable letter of credit, if applicable, may be used:

1. To ensure the payment by Contractor of (i) any Liquidated Damages in accordance with this contract, and (ii) any expenses due to violations that result in a breach or "step in."
 2. For the operation of the ambulance service should the County terminate the contract or after a "step-in" has been effectuated by the County including, but not limited to, the cost of takeover by the County, including any necessary procurement process, renewal, negotiation, or any related administrative expenses.
- C. Notice of Change. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days' prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to Clackamas County, Oregon by the financial institution. Such notice shall be given by certified mail to the Director of the Department of Health, Housing and Human Services, and the County Administrator."
- D. Step-In. In the event of a "step-in" by the County in accordance with this contract, the County may draw down the irrevocable letter of credit from time to time in such amount or amounts as it may determine to cover any expenses or losses to the County due to the "step-in."
- E. Irrevocable Letter of Credit Expiration. The irrevocable letter of credit shall become the property of the County in the event that this contract is canceled by reason of breach or default of the Contractor. The irrevocable letter of credit or cash shall be retained by the County and returned to Contractor at the expiration of this contract, provided there is no outstanding breach, default, unpaid Liquidated Damages or other Contractor payment deductions or adjustments, taxes due by Contractor or any other debts due to the County or debts to other entities due by Contractor or debts due to Contractor's creditors.
- F. Rights Reserved. The rights reserved to the County with respect to the irrevocable letter of credit are in addition to all other rights of the County, whether reserved by this contract, the County Code or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit or cash deposit shall affect any other right the County has or may have.

32. LIQUIDATED DAMAGES

- A. Liquidated Damages Deemed Reasonable. Contractor agrees that failure to comply with any time, performance or other requirements in this contract will result in damage to the County and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Contractor agrees to the liquidated damages specified in this

contract. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. It is also expressly understood and agreed that County's remedies in the event of Contractor's breach or any noncompliance are not limited to this liquidated damages provisions. County will bill Contractor for all liquidated damage amounts. Contractor will pay County within 30 days of such billing. All liquidated damage amounts may be withdrawn from the Irrevocable Letter of Credit if Contractor fails to pay County's invoice within 30 days.

- B. Lower/Higher Priority Assignment. Upon either retrospective audits of calls or exemption requests, if the County finds that a call was assigned a lower priority than what would have been assigned had Contractor's communications personnel properly followed the Medical Priority Dispatch Standards as approved by the Medical Director, the County may measure the response time against the higher priority, and when applicable, the response may be subject to late response time liquidated damages.
- C. Zone-Wide Non-Performance Liquidated Damages.

Liquidated damages will be assessed (in addition to per run liquidated damages for late responses, if any) according to the following escalating scale when response time compliance for Priority 1, 2 or 3 responses falls below 90% for any Zone in a given month:

Compliance	Month 1	Month 2 (same Zone, any 12 month period)	Month 3 or thereafter (same Zone, any 12 month period)
89%	\$7,000	\$14,000	\$21,000
88%	\$9,000	\$18,000	\$27,000
87%	\$10,000	\$20,000	\$30,000
86%	\$11,000	\$22,000	\$33,000
85% or less	\$12,000	\$24,000	\$36,000

Failure to meet Priority 1, 2 and 3 response time requirements for at least 90% of responses each month for three consecutive months in the same Zone, or for four months in any twelve month period in the same Zone, will be additionally defined as a breach and may result in removal of the contractor and forfeiture of performance security.

Where Urban or Suburban Zone response compliance has been combined with Urban or Suburban Coordinated Zone compliance based on an agreement with a Participating Provider as provided in section 6 of this Contract, Zone-wide non-performance damages

will be assessed, and remedies for breach of Region response requirements will be imposed, only in the combined Zones as a whole.

D. Region-Wide Non-Performance Liquidated Damages.

Liquidated damages will be assessed according to the following escalating scale when response time compliance within each Region, for Priority 1, 2 and 3 responses combined, falls below 90% for a calendar quarter:

Compliance	Quarter 1	Quarter 2 (same Region, any 12 month period)	Quarter 3 or Quarter 4 (same Region, any 12 month period)
89%	\$ 3,500	\$ 7,000	\$10,500
88%	\$ 4,500	\$ 9,000	\$13,500
87%	\$ 5,000	\$10,000	\$15,000
86%	\$ 5,500	\$11,000	\$16,500
85% or less	\$ 6,000	\$12,000	\$18,000

Region-wide non-performance damages will not be assessed, and remedies for breach of Region response requirements will not be imposed, where Region response compliance has been excused as provided in section 5 D.

E. Compliance to 1/100th percent. Response time compliance will be reported to the nearest one one-hundredth of a percentage point when considering whether compliance with the 90% standard is achieved.

F. Twenty-Five Responses Minimum for Second Assessment. Should Contractor be determined to be subject to non-performance Liquidated Damages for failure to meet the 90% compliance within a Zone or Region, the Contractor will not be subject to a second assessment of non-performance Liquidated Damages until at least twenty-five (25) additional emergency responses have originated within that Zone or Region. If more than one month (or quarter) passes before twenty-five (25) additional responses occur, and the Contractor remains out of compliance at the end of the month (or quarter) in which the 25th response occurred, Contractor will be considered to have incurred a second consecutive failure to meet response time compliance.

- G. Other Non-Compliance Liquidated Damages. The intent of the reporting requirements is to foster proactive communication regarding potential situations in which liquidated damages could be assessed. Liquidated damages may be waived by the County if reporting requirements are met and the situation does not represent a recurring pattern of poor performance.

In addition to all other liquidated damages herein, the following may apply:

1. \$500 – Failure to submit any monthly report required herein by either the seventh day of the month following the month for which the report pertains, or if the seventh day occurs on a Saturday or Sunday, the first Monday after the seventh day; and \$250 per day until the report is received.
2. \$500 per incident – Failure to timely submit responses to inquiries or tasks assigned by the Medical Director.
3. \$500 for every requested patient care form that is not accurately completed and turned over to the County EMS Medical Director within the specified time.
4. Up to \$500 per ambulance per incident – Failure to have equipment or supplies on board any ambulance as required by the Medical Director.
5. \$1,000 per incident – Reporting “unit arrived on scene” before the unit actually arrives at the specific address or location as described above in 5.C.2.b.
6. \$500 per incident – Failure to promptly report to the County EMS Supervisor any failure to meet standards required herein which may place the health and well-being of the citizens of Clackamas County in jeopardy, or any significant clinical, contract or staffing event, including but not limited to:
 - Ambulance levels falling below the level specified in the current system status plan.
 - More than 50% of on-duty ambulances dedicated to Priority 4 and/or Priority 5 responses at any one time.
 - Any ambulance being involved in a motor vehicle accident with significant damage or injury.
 - Chronic staffing shortages that cannot be relieved with routine levels of overtime hours.

33. Breach

- A. DEFINITIONS OF BREACH. Conditions and circumstances which constitute a breach of contract by the Contractor include but are not limited to the following:

1. Failure of Contractor to meet the Zone response time standards in this contract for three consecutive months in the same Zone, or four months in any twelve month period in the same Zone. Where Urban Zone response compliance has been combined with Urban Coordinated Zone compliance as provided in sections 5 and 6 of this Contract, compliance will be measured only in the combined Zones as a whole. Should Contractor fail to meet the 90% compliance within a zone, the Contractor will not be subject to a second determination of failure in that Zone until at least twenty-five (25) additional emergency responses have originated within that Zone. If more than one month passes before twenty-five (25) additional responses occur, and Contractor remains out of compliance at the end of the month in which the 25th response occurred, Contractor will be considered to have incurred a second consecutive failure to meet response time compliance.
2. Failure of Contractor to meet the Region response time standards in the same Region for two consecutive quarters, or three quarters out of any five (unless Region response time compliance is excused as provided in section 5 and 6 of this Contract). Should Contractor fail to meet the 90% compliance within a Region, the Contractor will not be subject to a second determination of failure in that Region until at least twenty-five (25) additional emergency responses have originated within that Region. If more than one month passes before twenty-five (25) additional responses occur, and the Contractor remains out of compliance at the end of the month in which the 25th response occurred, Contractor will be considered to have incurred a second consecutive failure to meet response time compliance.
3. Accumulation of Liquidated Damages that in the sole reasonable discretion of the County are excessive.
4. Failure of Contractor to operate the ambulance service system in a manner which enables the County and the Contractor remain in compliance with applicable federal, state, and local laws, rules, and regulations, and with the requirements of the Ambulance Service Plan.
5. Failure to provide data generated in the course of operations or repeated or willful submission of incorrect data, or falsification of data, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or altering response code designations to enhance Contractor's apparent performance.
6. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

7. Failure to maintain equipment in accordance with manufacturer recommended maintenance procedures.
8. Willful or repeated failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
9. Willful or repeated failure to comply with approved rate setting, billing or collection provisions of this contract.
10. Failure of Contractor to cooperate with and assist the County after a breach has been declared.
11. Acceptance by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Contractor or Contractor's employees could be reasonably construed to be a violation of federal, state or local law.
12. Payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind to any federal, state or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state or local law.
13. Failure to meet medical standards required in this Contract or as reasonably required by the County.
14. Failure of Contractor to maintain insurance in accordance with this contract.
15. Failure to establish or maintain an Irrevocable Letter of Credit meeting the terms and amount specified in the contract.
16. Failure to submit financial statements prepared by a certified public accountant or public accounting firm for any parent company and Contractor within the specified time frame under the terms and conditions of this contract or as directed upon reasonable notice by the County.
17. Any other failure of performance, medical or other standards as required in this contract which is determined in the reasonable discretion of the County to endanger public health and safety.
18. Failure of Contractor to pay franchise fees as required in this Contract.
19. Falsification of information supplied by the contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion,

altering the presumptive run code designations to enhance the contractor's apparent performance or falsification of any other data required under the contract.

20. Creating patient responses or transports so as to artificially inflate run volumes.
21. The unauthorized sale or transfer of the operating entity contracted to perform all services under this contract, provided that the County will not unreasonably withhold authorization if sufficient evidence of ability and commitment of the acquirer or transferee, to meet the performance criteria is provided to convince the County that the sale or transfer is in the public interest.
22. The filing of any bankruptcy or any other similar action, which, in the opinion of the County, places the performance of the contract at risk.
23. Failure to submit reports and information under the terms and conditions outlined in this contract.
24. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined by the Director of Health, Housing and Human Services and County EMS Medical Director and confirmed by the Board of County Commissioners to constitute a breach or endangerment to public health and safety.

B. Provisions for Termination of Contract. In the event of contract breach, County will give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, the Contractor will deliver to the County, in writing, a plan to cure or remedy such breach, or a statement of reasons why it disagrees with the County's notice. A plan to cure or remedy will be updated, in writing, every seven (7) calendar days until the breach is cured or remedied to the satisfaction of County. Contractor shall have the right to cure or remedy such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure or remedy such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the County), or the Contractor fails to timely deliver the cure or remedy plan, or updates to the County, County may immediately terminate the contract. The Contractor is not prohibited from disputing any findings of breach through litigation, provided, however, such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. Such dispute by the Contractor shall not delay the County's access to the funds made available by the Irrevocable Letter of Credit.

C. Provisions for Emergency Takeover or "Step In Rights". In the event the County terminates the contract, Contractor will cooperate completely and immediately with the

County to affect a prompt and orderly transfer of all responsibilities to the County or its designee to "Step In" or takeover of Contractor's operations.

Such takeover shall be accomplished within not more than seventy-two (72) hours after such termination of the contract.

These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a breach has occurred shall be initiated and shall take place only after the transfer of operations has been completed, and shall not under any circumstances delay the process of transferring operations or delay the County's access to performance security funds as needed by the County to finance such transfer of operations.

Contractor's cooperation with and full support of the transfer of operation, as well as Contractor's immediate release of performance security funds to the County will not be construed as acceptance by the Contractor of the finding of breach. However, failure on the part of the Contractor to cooperate fully with the County of Clackamas to effect a safe and smooth transfer of operations shall itself constitute a breach of the contract.

- D. Remedies. The existence of a breach by Contractor and failure of Contractor to cure or remedy the breach as required by this contract, whether or not public safety and health is endangered, shall entitle the County to require the immediate release of such portion of the performance security funds as is necessary to monetarily compensate the County for the breach. For example, if Contractor incurs response time liquidated damages and fails to pay such funds after notice from the County as provided in this Contract, the County shall be entitled to draw upon the performance security funds in such amount as to satisfy the outstanding liquidated damages. In the event of a transfer of operations, County shall be entitled to access the entire balance of performance security funds. Nothing in this section shall operate to limit the County's remedies under law, including those rights and remedies contained elsewhere in the Contract.

34. Administration

Unless specified otherwise in this contract, all services provided under this contract shall be coordinated under, and performed to the satisfaction of the Director of Clackamas County Department of Human Services ("Director") or his/her designee.

35. Location of Execution and Performance; Venue

This contract shall be performed in the County of Clackamas, Oregon. This contract shall be governed and interpreted by the laws of the State of Oregon, the regulations promulgated

thereunder and the ordinances of the County of Clackamas, Oregon. The parties agree that venue shall lie in any dispute involving this contract in Clackamas County, Oregon.

36. Successors and Subcontractors

County and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this contract. No delegation of duties or subcontract under this contract will be effective without the written consent of County, which consent will not be unreasonably withheld. It is understood that Contractor intends to subcontract with the City of Lake Oswego, and with the Tualatin Valley Fire & Rescue District, for the provision of ambulance service west of the Willamette River and with Clackamas Fire District #1 for provision of ambulance service in their service area. County intends to consent to those subcontracts as described in Contractor's proposal, provided that the substance of the subcontracts is satisfactory.

37. Assignment

Contractor shall not assign any portion of the contract without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section shall terminate the contract. Any change in Contractor's ownership shall, for the purposes of the contract, be considered a form of assignment. County shall not unreasonably withhold its approval of the requested change in ownership, so long as the transferee is of known financial and business integrity. County may require credentials and financial information from the transferee and may base its approval or withholding of approval on the information provided.

38. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

39. Headings

The headings of this contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

40. Construction of Contract

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

41. Sole Agreement

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties, respecting the subject matter unless specifically described herein. The contract may be amended only by mutual written agreement of the parties.

42. Compliance with Laws and Regulations.

All services furnished by the contractor under this contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules and regulations. It shall be the contractor's sole responsibility to be fully familiar with all laws, rules and regulations that apply to the services provided by Contractor and to comply with them at all times. Furthermore, Contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by Medical Director.

43. Product Endorsement / Advertising.

The contractor shall not use the name or equipment of County for the endorsement of any commercial product or service without the expressed written permission of County.

44. Relationship of the Parties/ No Third-Party Beneficiaries.

Nothing in this contract shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the contract. County and Contractor are the only parties to this contract, and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit, right or remedy to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

45. Notices

- A. Unless specified otherwise in this contract, all notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below in this subsection "A", unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated as of four (4) days after mailing regular mail.

If intended for County, to:

County Administrator
2051 Kaen Rd.
Oregon City, OR 97045-4035

With a copy to:

County Counsel
2051 Kaen Rd.
Oregon City, OR 97045-4035

If intended for Contractor, to:

American Medical Response Northwest, Inc.
General Manager
PO Box 15339
Portland, OR 97293-5339

- C. Notice of contract breach shall additionally be sent to Contractor at the address shown below in this subsection "B", unless and until County is otherwise notified in writing by Contractor. Mailed notices shall be deemed communicated as of four (4) days after mailing regular mail. To:

Envision Healthcare
Corporate Counsel
6200 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

IN WITNESS WHEREOF, the parties hereto have executed this Ambulance Contract this 20th day of February, 2014.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

AMERICAN MEDICAL RESPONSE
NORTHWEST, INC.

John Ludlow, Chair

Thomas Wagner
West Region Chief Executive Officer

Date

Date

ATTEST:

Mary Raethke
Clerk of the Board

APPROVED AS TO FORM:

Stephen L. Madkour
County Counsel

Contractor Acknowledgment

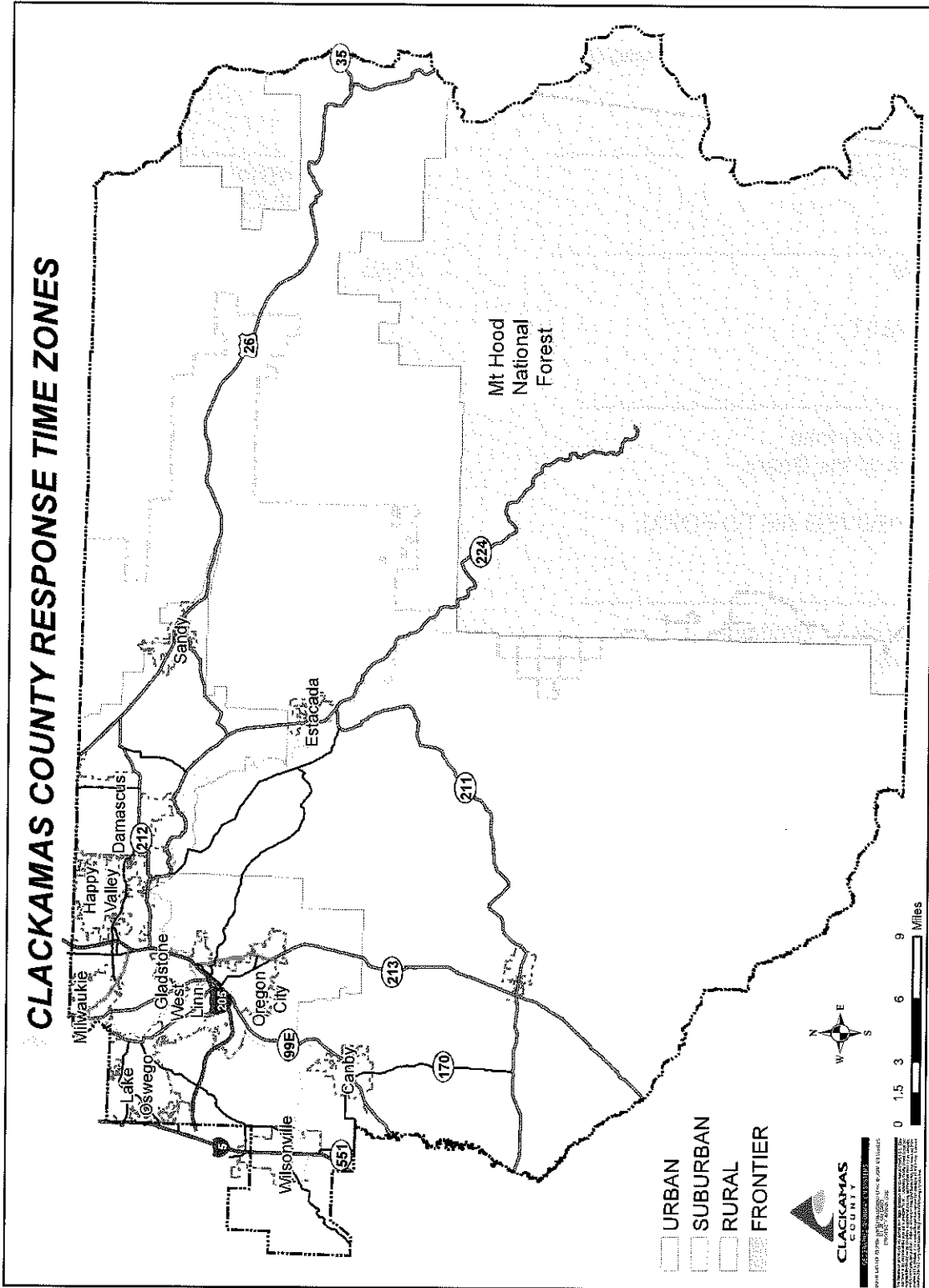
State of _____ §
County of _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared Thomas Wagner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____, a duly authorized corporation doing business as _____, and for the purposes and consideration therein expressed and in the capacity therein stated.

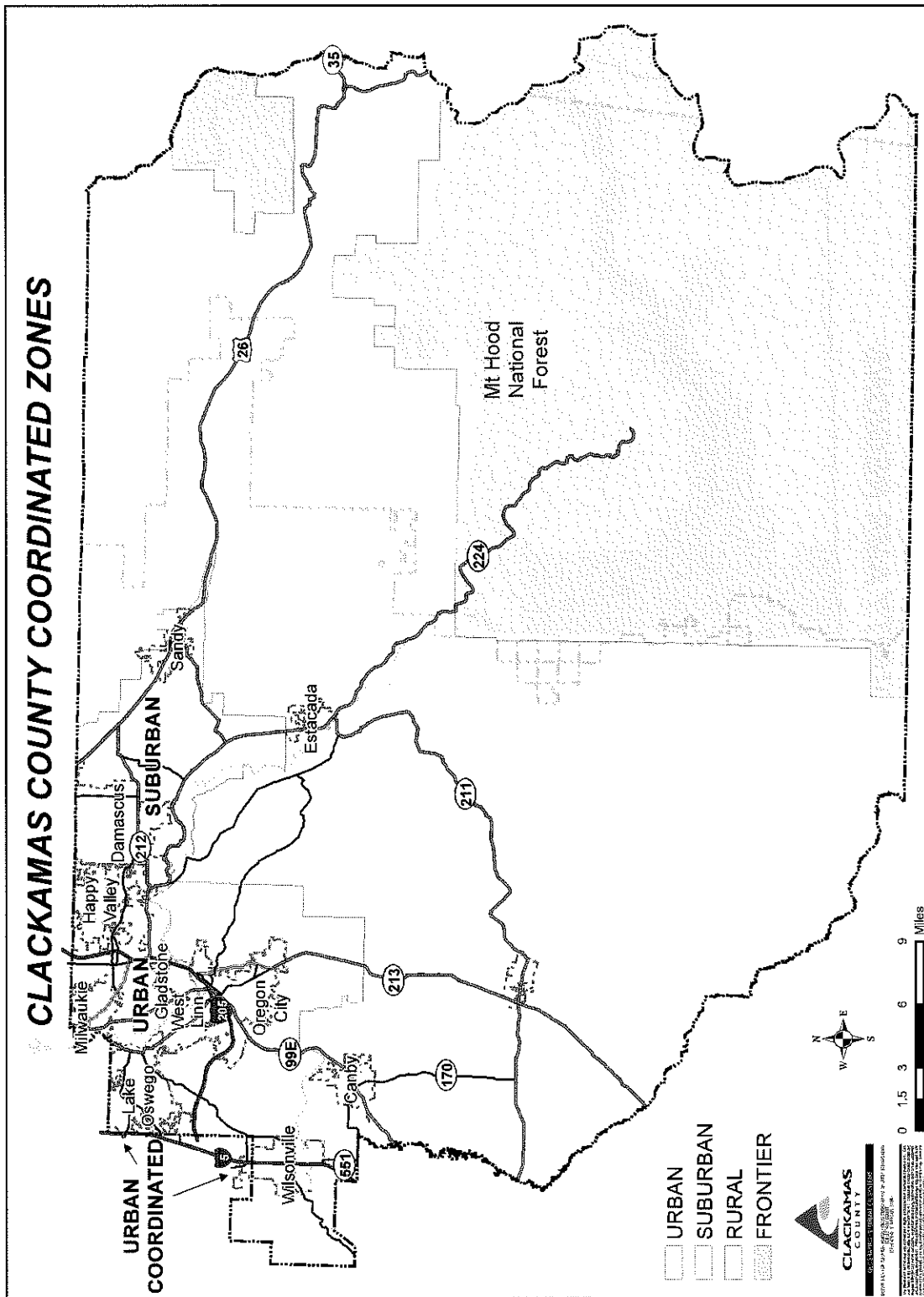
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2014.

Notary Public In and For the State of _____
My Commission Expires _____
Notary's Printed Name _____

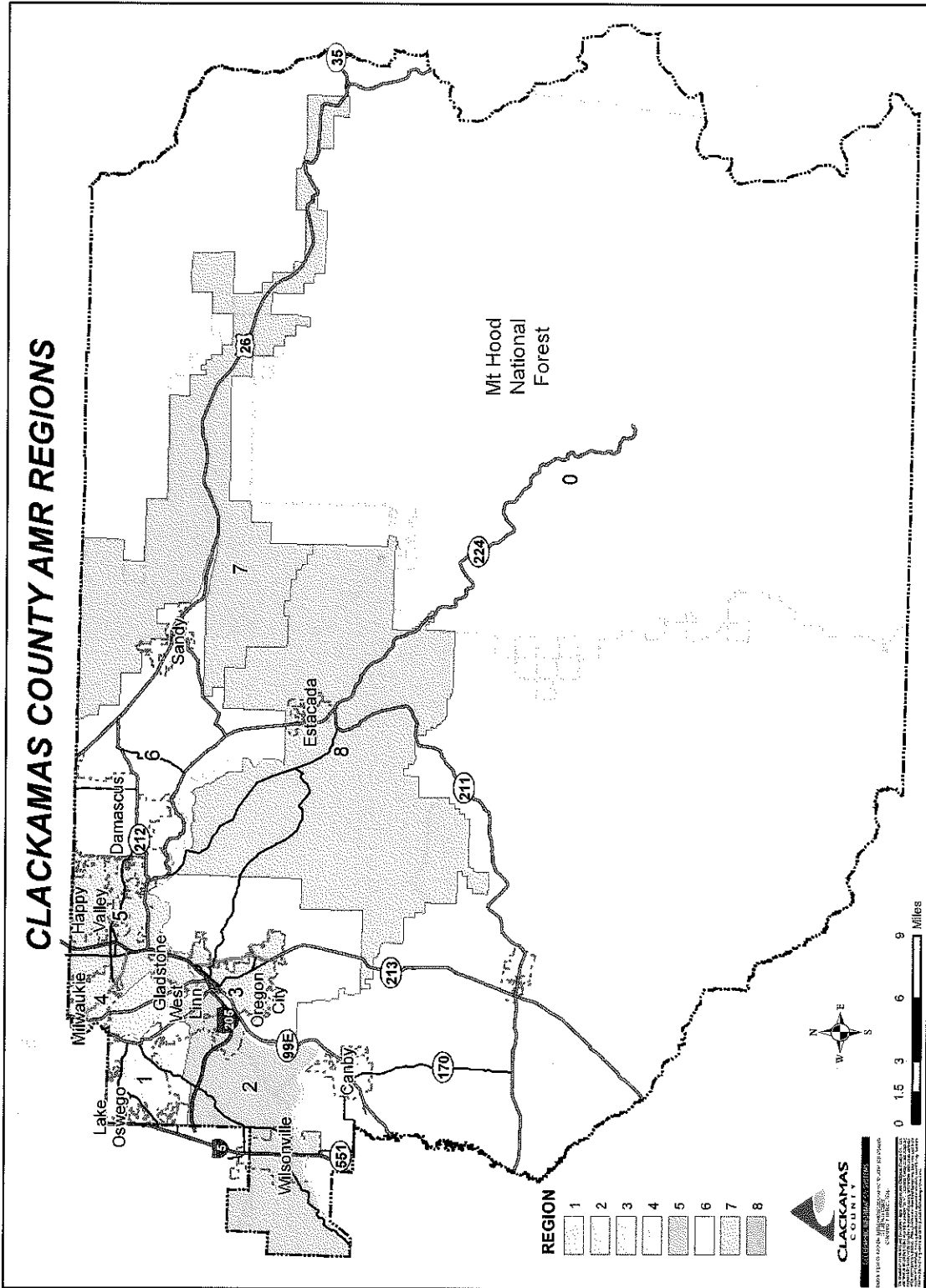
ATTACHMENT A: RESPONSE ZONES



ATTACHMENT A: COORDINATED RESPONSE ZONES



ATTACHMENT A: RESPONSE REGIONS



ATTACHMENT B: CONTINGENT LEASE AGREEMENT
CONTINGENT LEASE AGREEMENT

THIS CONTINGENT LEASE AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2014, between the **County Of Clackamas, Oregon**, a political subdivision of the State of Oregon ("Lessee"), acting by and through its County Administrator or his designee, and American Medical Response Northwest, Inc., hereafter referred to as "Lessor" or "Contractor".

WHEREAS, Lessor and Lessee have entered into a Contract for ambulance services ("Contract"), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate Lessee's "step-in rights" as described in the Contract; and

WHEREAS, in the event of "step-in", Lessor desires to lease certain ambulances and certain items of equipment (collectively "Equipment") specified on Attachment "A-1" attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Agreement and based on the Contract; and

WHEREAS, There are no existing security interests or other encumbrances on the Equipment; and

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of the contingency provided in section 3 hereof in the event of exercise of step-in rights in accordance with the Contract,

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Agreement to Lease. That all matters stated above are found to be true and correct and are hereby incorporated into the body of this Agreement as if copied herein in their entirety. This Agreement sets forth the terms and conditions upon which Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment specified on Attachment "A-1".
2. Acceptance. Lessor warrants that the Equipment complies in all respects with the terms and provisions of the Contract. Lessee hereby accepts the Equipment for lease upon and subject to the terms and conditions of this Agreement "as is" and Lessee hereby

agrees to be fully and completely bound by each and all of the terms and conditions hereof.

3. Lessee's Performance Rights and "Step-In Rights". This Agreement shall be contingent and effective solely upon the determination by the Clackamas County Board of Commissioners that a Breach as defined in the Contract has occurred and Lessee's "step-in rights" or "performance rights" are activated in accordance with the Contract. Once "step-in rights" are activated by Lessee by delivery to Lessor of a certificate from the County certifying that a majority vote of the Board has been made to effectuate an immediate "step-in" or takeover by Lessee pursuant to the Contract, then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement.
4. Rent, Lease Term and Renewal. Upon Lessee exercising its performance rights, Lessee shall pay Lessor or Lessor's assignee or successor monthly rent in arrears for the Equipment in an amount equal to the fair market monthly rental value of the Equipment ("Rental Payment"), less any offset for amounts due from Lessor to Lessee under the Contract. One such Rental Payment shall be due and payable during the term of this Agreement on or before the first day of each calendar month succeeding the calendar month in which Lessee exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this Agreement or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. Lessee shall pay rent for the fractional calendar month in which Lessee exercises its performance rights prorated by days commencing with the day Lessee takes possession and control of the Equipment. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the Equipment shall be determined by agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the FMMRV of the Equipment within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the Equipment shall be determined by the following appraisal process. Within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the equipment and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the

Equipment shall be binding upon both Lessor and Lessee when approved by the Clackamas County Board of Commissioners.

5. Payment of Rent. The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee or any other funding source Lessee should choose and shall be made to Lessor or to Lessor's assignee or successor at Lessor's address shown on the signature page hereof, or at such other address as Lessor or Lessor's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.
6. Non-appropriation of Funds. In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void. No right of action or damage shall accrue to the benefit of Lessor, its successors or assignees, for any further payments. If the provisions of this section are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's assignee or the appropriate entity. In all events, Lessee shall pay Rental payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.
7. Purchase Option. In the event Lessee has exercised its performance rights upon thirty (30) days prior written notice from Lessee to Lessor ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing Lessee shall have the right to purchase the Equipment by paying to Lessor, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the Equipment. Fair Market Value of the Equipment shall be determined by agreement of the Lessor and Lessee. In the Purchase Option notice from the Lessee to the Lessor, the Lessee shall indicate what Lessee believes the Concluding Payment amount should be. Within ten (10) days after receipt of the Lessee's Purchase Option notice. Lessor shall notify Lessee in writing if Lessor disagrees with the Lessee's Concluding Payment amount as specified in the Lessee's Purchase Option notice ("Lessor's Response Notice"). In the event Lessor fails to deliver Lessor's Response Notice within ten (10) days after Lessor's receipt of the Lessee's Purchase Option notice, Lessor shall be obligated to sell the Equipment to Lessee for the Rental Payment then due together with the Concluding Payment amount set forth in Lessee's Purchase option notice. In the event Lessor delivers the Lessor's Response Notice in a timely fashion, then within ten (10) days after Lessee's receipt of Lessor's Response Notice, each party shall select an appraiser and submit in writing the

name of the appraiser so selected to the other party. within twenty (20) days after Lessee's receipt of Lessor's Response Notice. The two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the Equipment and shall submit in writing, their determination to both Lessor and Lessee. Such determination by the three (3) appraisers of the fair market value of the Equipment shall be the Concluding Payment amount and shall be binding upon Lessor and Lessee. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor shall warrant the Equipment is free and clear of any liens created by Lessor. Documentation verifying that any Equipment is free and clear of any liens created by Lessor will be provided to Lessee promptly.

8. Statement of Lease. This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's assignee to ensure that the Equipment shall be and remain personal property, and nothing herein shall be construed as conveying to Lessee any interest in the Equipment other than its interest as a lessee. Lessee shall, at its expense, protect and defend the interests of Lessor or Lessor's assignee in the Equipment against all third party claims as a result of Lessee's negligent act, keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien"), except any Lien arising solely through acts of Lessor or Lessor's assignee ("Lessor's Lien"); give Lessor or Lessor's assignee immediate notice of the existence of any such Lien; and defend Lessor or Lessor's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.
9. Use. The Equipment set out in Attachment "A-1" which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the Contract. The Equipment will be used for providing ambulance services to the Lessee and operated by Lessee and any sublessee in the ordinary conduct of their business by qualified employees and agents of Lessee and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change, or permit any sublessee to change, the location of any of the Equipment from Clackamas County, Oregon without obtaining Lessor's or Lessor's assignee's prior written consent.
10. Maintenance and Alterations. Lessee and any sublessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Lease Term those maintenance agreements with

respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's assignee. Lessee shall, at its expense, make such alterations ("Required Alterations") to the Equipment during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, shall immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's assignee's election, immediately become the property of Lessor or Lessor's assignee without further action and without Lessor or Lessor's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein).

11. Return. Unless Lessee elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or Lessor's assignee at Lessor's Clackamas County or Multnomah County address unless otherwise agreed in writing by Lessee and Lessor.
12. Identification. Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's assignee. Lessee shall not place or permit to be placed any other markings on any Equipment which might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's assignee in accordance with this section of this Contingent Lease Agreement entitled "Return" hereof.
13. Inspection. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's assignee or the agents of Lessor or Lessor's assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "step-in", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition

and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".

14. Lessee Sublease or Assignment. Lessee and Lessor agree that Lessee has the right to sublease the Equipment pursuant to a sublease agreement as Lessee's sole discretion may hereafter determine. Lessee shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the Equipment under the terms and conditions as Lessee shall determine to another sublessee. If Lessor has failed to perform under the terms of this Contingent Lease Agreement or the Contract then Lessor's approval of a sublessee shall not be required. If Lessee elects not to exercise its performance rights, or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".
15. Lessor Assignment. Lessor or Lessor's assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.
16. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Equipment, on Lessor's or an Assignee's title to any such Equipment, or other interest or right of Lessor or an Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor or an Assignee to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien, except for any liens caused by Lessor.
17. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, except where caused by the negligence of Lessor or Lessor's Assignee, which shall occur prior to the return of such Equipment in accordance with paragraph in Contingent Lease Agreement entitled "Return". In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment, except where caused by the negligence of Lessor or Lessor's Assignee, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery,

installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with paragraph in Contingent Lease Agreement entitled "Return". In no event shall Lessee's liability with respect to the Equipment exceed the fair market value of the Equipment, taking into account the age and condition of the Equipment at the time of the loss, damage, the taking, destruction, confiscation or requisition.

18. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
19. Insurance. Lessee or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph in Contingent Lease Agreement entitled "Return", insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option, some other program mutually agreed to by Lessor and Lessee. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by Lessee or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement equipment or applied toward repair of Equipment to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of Lessee taking possession and control of the Equipment, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section, Lessor shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise Lessee in the event the insurance coverage does not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage, loss or other occurrence required to be insured against with respect to any Equipment.
20. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Agreement or the Equipment.
21. Limited Warranty. Lessor warrants to Lessee that, so long as no Incipient Default or Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's

use and possession of the Equipment. LESSOR, NOT BEING THE MANUFACTURER OR VENDOR OF THE EQUIPMENT, MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT.

22. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if (a) Lessee fails to make any Rental Payment for which funds have been appropriated and budgeted by Lessee as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor, or (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor. Failure of Lessee to budget and appropriate funds in any fiscal year of Lessee for Rental Payments due under this Agreement shall not constitute an Event of Default.
23. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor or Lessor's assignee at its option, may:
- (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof, or
 - (b) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever.

The remedies of Lessor referred to in this Section shall be deemed exclusive.

24. Information. Lessee agrees to furnish Lessor or an Assignee such information concerning the Equipment as Lessor or an Assignee may reasonably request.
25. Late Charges. Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in Lessee's obligation to promptly pay Lessor or Lessor's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the rate of 9% per annum.

26. Lessor's Right to Perform for Lessee. If Lessee fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled "Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, Lessor or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of Lessee, in such event, any amount paid or expense incurred by Lessor or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to Lessor or an Assignee.
27. Notices. Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or an Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or an Assignee shall from time to time designate to the other party by notice similarly given.
28. Miscellaneous. No term or provision of this Agreement may be amended, altered, waived, discharged or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Oregon. Subject to all of the terms and provisions of this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, any documents executed and delivered in connection herewith, including but not limited to the Guaranty and any subsequent guaranty, and the Contract and any documents executed in connection with said Contract shall constitute the entire agreement of Lessor and Lessee with respect to the Equipment leased hereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect hereto. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts taken together shall constitute one and the same instrument. The headings in this Agreement shall be for convenience of reference only and shall form no part of this Agreement. Whenever the context requires, the covenants, conditions and obligations contained in this under this Agreement shall survive the delivery and return of the Equipment leased hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Ambulance Contract as of the day and year first written above.

American Medical Response Northwest, Inc.

BY _____

Printed or Typed Name

Printed or Typed Title

Address

County Of Clackamas, Oregon

BY: _____

Donald Krupp.

County Administrator

APPROVED AS TO FORM:

County Counsel

Contractor Acknowledgment

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____, a duly authorized corporation doing business as _____ and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public In and For
The State of _____

Notary's Printed Name
My Commission Expires _____

ATTACHMENT C: MEMORANDUM OF UNDERSTANDING

1. American Medical Response Northwest (AMR) prevailed in a competitive process to provide emergency ambulance service in the Clackamas Ambulance Service Area in Clackamas County.
2. The County has negotiated a proposed contract with AMR, subject to Board Approval, for the provision of emergency ambulance services effective May 1, 2014.
3. Proposals for innovative changes and improvements in the Emergency Medical Services (EMS) System were solicited in the Request for Proposals (RFP).
4. AMR has proposed several innovations which are dependent on participation by other agencies within the EMS and larger Healthcare systems. Clackamas County and AMR enter this Memorandum of Understanding in order to set forth their understanding of proposed innovations which will require future cooperation by other agencies within the EMS system.

PHASE-1

1. **Baseline Patient Satisfaction Survey**. AMR will facilitate a workgroup to develop a survey instrument to measure the patient's experience with their EMS care.

The survey will be developed and implemented before the new contract begins, so that a follow-up survey can be conducted after the new ambulance contract and EMS system design has been in place for six months.

2. **Clinical Data Integration**

- a. **Dedicated Clinical Server**. The server will be housed in a County facility, and AMR, TVFR and LOFD will transmit clinical data to this server.

All EMS provider agencies in Clackamas County will be encouraged to submit clinical data.

Installation of the server and database will be completed in the first year of the contract.

- b. **Clinical Data Analyst**. The clinical data analyst will be responsible for merging EMS clinical data initially, followed by combining EMS data with PSAP and hospital ED data when functionality and permissions are obtained.

3. **Development of Severity Scale**. AMR will develop a severity scale that utilizes numeric values for pulse rate, respiratory rate, mean arterial blood pressure, Glasgow coma scale, capillary oxygenation (SpO₂), age and pain in order to determine if EMS intervention changed the patient's condition relative to this scale, and to develop additional clinical interventions targeted to improve these metrics.

The severity scale will be completed in the first year of the contract.

AMR proposes to utilize the existing System Quality Improvement Group (SQIG) and EMS Medical Director(s) to conduct analyses and define improvement measures.

4. **Integrate Public Information and Messaging**. AMR, TVF&R and LOFD will align their public information messaging with the existing Regional Public Information Officer Group's objectives to achieve a system-wide coordination of public information relevant to EMS.
5. **Medical Priority Dispatch (MPDS) Utilization**. AMR's Communications Center is recognized as an Accredited Center of Excellence by the National Academy of EMS Dispatch and will commit resources to assist CCOM and LOCOM become accredited centers.

AMR will offer to assist Washington County Consolidated Communication Agency (WCCCA) to implement MPDS and achieve accreditation.

When completed, dependent on each PSAP's participation and commitment, Clackamas County will have achieved functional consolidation of EMS dispatching.

6. **GPS Solutions in All Ambulances and Map Screen at Each PSAP**.

AMR will install GPS modems in all Clackamas County ambulances, including the ambulances used by Tualatin Valley Fire & Rescue, Lake Oswego Fire Department, Clackamas Fire District #1, Canby Fire and Molalla Fire. AMR will also install a map screen in each PSAP to display the status and location of all in-service ambulances.

GPS solutions and map screens will be installed within six months from the date the contract is signed.

PHASE-2

Community Paramedic Specialist (CPS) Program

AMR will use information gained in Phase-1 to evaluate the optimum role of Community Paramedic Specialists, and to determine if this program is an additional use for existing personnel or will require additional personnel.

PHASE-3

Integration of ALS/Paramedic Resources

Cost reduction can be achieved by minimizing duplication of efforts and resources, and by reducing time on task for EMS responses. AMR proposes system changes to focus on, and measure, paramedic response time rather than ambulance response time to achieve maximum utility of EMS resources.

Using data and information obtained from Phase-1, AMR and EMS system partners will propose a pilot project to demonstrate the efficacy of a redesigned system aimed at reduced paramedic response times. Clinical data and patient satisfaction surveys obtained during this pilot project will determine whether the goal of improving care, improving patient satisfaction and reducing cost has been achieved.

Provided that the results of the Phase-3 pilot project demonstrate favorable movement, it can be expanded to the rest of the County incrementally or all at once.

Substantial revision to the contract for emergency ambulance service would be required in order to focus on paramedic response time instead of ambulance response time.

ATTACHMENT D: SUBCONTRACTS

LAKE OSWEGO FIRE DEPARTMENT

TUALATIN FIRE AND RESCUE

CLACKAMAS FIRE DISTRICT #1



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT

THIS CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT ("Agreement") is made between American Medical Response Northwest, Inc. ("AMR") and the City of Lake Oswego ("CITY"). This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, the City maintains a fire department and participates in the delivery of high quality pre-hospital emergency medical services ("EMS") for its City;

WHEREAS, AMR is a licensed provider of high quality EMS and holds State of Oregon Ambulance Services License # 2670 that includes CITY's service area ("Service Area") in Clackamas County pursuant to a 911 Contract;

WHEREAS, to assure that residents and visitors within the Service Area continue to receive high quality and economical EMS, the parties want to efficiently and collaboratively use certain assets and proprieties of their individual resources;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR's and CITY's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients.

2. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

3. **Billing.** Neither AMR nor CITY will bill for ambulance transports conducted by the CITY.

4. **Consideration.**
Staffing Services. During rare occurrences of quasi-disaster conditions, CITY may, at its sole discretion, staff and deploy its State licensed ambulance upon request by AMR. CITY's personnel shall meet Clackamas County's standards and requirements for ambulance response and transportation and shall be licensed and certified as required by applicable law to provide Services. CITY shall be solely responsible for the payment of any and all wages and benefits to its personnel.

5. **Indemnification.** AMR and CITY are separately and independently responsible for the actions of their respective personnel.

6. **Record Retention.** AMR and CITY will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

7. **Term.** The initial term of this Agreement shall be for five (5) years from the Commencement Date set out in Scheduled "A."

8. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (90) days' written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the preceding termination rights, (i) AMR may terminate the Agreement with ten (10) days' written notice for a material breach by CITY that involves CITY's failure to provide properly licensed, certified and trained personnel as set forth in Schedule "A".

9. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to CITY:

Fire Chief
300 S.W. B Avenue
Lake Oswego, OR 97034

If to AMR:

General Manager
American Medical Response Northwest, Inc.
1 SE 2nd Ave
Portland, Oregon 97214

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

10. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT

treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

11. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

12. Relationship. In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and CITY administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

13. Force Majeure. AMR or CITY shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

14. HIPAA. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"), if applicable. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

15. Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

16. Other. Both parties shall cooperate to provide the best patient care to citizens and shall not disparage the other party. AMR acknowledges that CITY personnel may have additional rights of speech under state and federal law, and this agreement does not limit such rights nor impose any liability upon CITY by the speech of its employees.

17. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between

the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response Northwest, Inc.

By: [Signature] Tom Wagner, West Region CEO

City of Lake Oswego

By: [Signature] Scott Lazenby, City Manager

Approved as to form:

[Signature] 12/17/2013 10:37:46 AM Evan P. Boone, Deputy City Attorney



EMERGENCY MEDICAL SERVICES AGREEMENT

SCHEDULE "A"

ALS AMBULANCE SPECIFICATIONS, EQUIPMENT SPECIFICATIONS, AND DOCUMENT REQUIREMENTS

I. Vehicle

CITY will maintain one (1) ambulance that is duly licensed by the State of Oregon. AMR shall assist the CITY to re-obtain Oregon ambulance service and ambulance vehicle licenses.

II. Equipment

Any and all necessary supplies and equipment set forth by the Oregon Department of Health Services for the ALS Ambulance shall be provided by CITY, except for a cardiac monitor/defibrillator, stretcher, GPS modem and VHF radio, which shall be provided by AMR.

III. Dispatch

The ALS Ambulance will be dispatched by the AMR dispatch center via notification to CITY.

IV. Housing of ALS Dedicated Ambulance

CITY will house its ambulance at its sole expense.

V. Housing of personnel

CITY will house its personnel at its own expense.

VI. Conflict resolutions

CITY and AMR will set up and agree upon an individual(s) to be their respective dedicated person for conflict resolution between their respective employees. Each employee will answer to their designated supervisor and their policies.

VII. Communication equipment

If CITY chooses to have an 800Mhz radio placed in its ALS Ambulance, it would be at CITY's costs. Additionally, CITY shall install AMR-provided GPS/AVL modems in the ALS Ambulance used in the Service Area.

VIII. Document requirements

CITY agrees to transmit clinical data to a central Clackamas County data server.

IX. Quality Assurance and Community Involvement

CITY agrees to fully participate in Clackamas County's quality assurance/quality improvement program and also agrees to participate in patient surveying. CITY further agrees to participate in countywide PIO work groups and agrees to align public messaging regarding EMS with other providers.

X. Commencement Date

The Commencement Date referred to in Section 7 of this Agreement shall be the effective date of the Clackamas County Agreement for Emergency Ambulance Services.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT ("Agreement") is made between American Medical Response Northwest, Inc. ("AMR") and Tualatin Valley Fire & Rescue ("TVF&R"). This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, TVF&R is rural fire protection district and provides the delivery of high quality pre-hospital emergency medical services ("EMS") and holds State of Oregon Ambulance Services License #3402;

WHEREAS, AMR is a licensed provider of high quality EMS and holds State of Oregon Ambulance Services License # 2670 that includes TVF&R's service area ("Service Area") in Clackamas County pursuant to a 911 Contract;

WHEREAS, to assure that residents and visitors within the Service Area continue to receive high quality and economical EMS, the parties want to combine certain assets and proprieties of their individual resources;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Compliance.** TVF&R agrees at all times to perform its duties hereunder in compliance with all applicable federal, state and local laws and regulations. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.

2. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

3. **Billing Services.** TVF&R hereby appoints AMR for the term hereof as its true and lawful exclusive billing agent to provide reasonable and necessary billing, bill processing and fee collection for its various medical transportation services. AMR shall bill in the name and provider number of TVF&R.

a. AMR agrees at all times to perform services hereunder in compliance with all applicable state, federal and local laws. AMR represents that, pursuant to 42 C.F.R. 424.73(b)(3)(iv), it acts under payment disposition instructions which TVF&R may modify or revoke at any time and in receiving the payment, AMR acts only on behalf of TVF&R. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.

b. TVF&R shall be solely responsible for providing sufficient documentation to generate an invoice so that AMR can bill third party payers.

4. **Staffing Services.** As consideration to AMR, TVF&R shall staff two (2) ALS ambulances ("ALS Ambulances") (defined in Schedule "A") with its paramedic and EMT personnel without cost to AMR, except as provided herein, to provide Services to AMR. TVF&R shall staff the ALS Ambulances 24 hours a day, 365 days per year. TVF&R personnel staffing the ambulance shall keep status with AMR during times of availability. TVF&R's ambulance(s) shall be dispatched solely by AMR when acting as a transport ambulance.

5. **Compensation.** AMR shall remit to TVF&R all monies collected for ambulance transports performed by TVF&R on AMR's behalf. TVF&R represents that this reimbursement is not greater than the fees allowable by the Clackamas County 911 Contract and the fee schedule established by the Centers for Medicare & Medicaid Services and shall comply will all applicable laws. TVF&R shall pay AMR a billing fee of \$35.00 for each claim invoiced on behalf of TVF&R, regardless of whether the claim is paid by the third party payor.

6. **Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.

7. **Insurance.** TVF&R currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Agency arising out of the Services under this Agreement. TVF&R shall maintain comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. TVF&R shall maintain medical professional liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate and workers' compensation insurance in the statutory required amounts. TVF&R shall provide to AMR upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) calendar days prior written notice to AMR. Further, TVF&R's insurance shall be primary in the event of any claim for professional liability where its staff provided the professional services and shall be exhausted in full prior to any contribution from any other source.

8. **Record Retention.** AMR and TVF&R will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

9. **Term.** The initial term of this Agreement shall be for five (5) years from the Commencement Date set out in Schedule "A." The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the "Term."

10. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (90) days' written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the preceding termination rights, (i) AMR may terminate the Agreement with ten (10) days' written notice for a material breach by TVF&R that involves TVF&R's failure to provide properly licensed, certified and trained personnel as set forth in Schedule "A".

11. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to TVF&R:

Fire Chief
11945 S.W. 70th Avenue
Tigard, OR 97223-9196

If to AMR:

General Manager
American Medical Response Northwest, Inc.
1 SE 2nd Ave
Portland, Oregon 97214

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

12. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and TVF&R administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

15. **Force Majeure.** AMR or TVF&R shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

16. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), if applicable. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

17. **Compliance Program and Code of Conduct.** AMR has made available to TVF&R a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and TVF&R acknowledges receipt of such documents. TVF&R warrants that its personnel shall comply with AMR's compliance policies, including training related to Medicare compliance.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

18. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder. TVF&R shall screen its employees that provide patient care services against the OIG's exclusion list on an annual basis and certify to AMR that its employees have successfully passed the screening.

19. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

20. **Other.** Both parties shall cooperate to provide the best patient care to citizens and shall not disparage the other party.

21. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response Northwest, Inc.

By: 

Tom Wagner, West Region CEO

Tualatin Valley Fire & Rescue

By: 

Michael R. Duyck, Fire Chief



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

SCHEDULE "A" PROVISION OF SERVICES

I. Vehicle

TVF&R's staffing services shall be provided twenty-four (24) hours a day, seven (7) days a week through two (2) ALS ambulances ("ALS Ambulances") in the Service Area. TVF&R shall supply, equip, and maintain the Dedicated ALS Ambulances at its own costs, following TVF&R policies and specifications in these specific areas. The specifications for the ALS Ambulances are set forth in Schedule "B". The ALS Ambulances will contain the Clackamas County Logo and the words, "Clackamas County Emergency Medical Services, Paramedic Unit," subject to approval by Clackamas County.

II. Department Personnel

Each ALS Ambulance will be staffed with a minimum of one (1) TVF&R paramedic and one (1) TVF&R emergency medical technician-basic ("ALS Ambulance Staff"). The ALS Ambulance Staff shall meet any and all Clackamas County EMS medical director requirements or his/her agents including, but not limited to, background screening, EVOC driver training, compliance training, billing training, and clinical standards, or the equivalents of the preceding, and shall be licensed and certified as required by applicable law to provide ALS Services. TVF&R will provide AMR with documentation to satisfy AMR that the requirements in the preceding sentence are met. TVF&R's ALS ambulance staff will continue to work under the direction and supervision of TVF&R's Medical Director. The ALS Ambulance Staff shall be subject to AMR's billing protocols. TVF&R shall be solely responsible for the payment of any and all wages and benefits to the Dedicated ALS Department Ambulance Staff. The requirements set forth in this paragraph shall apply to all TVF&R personnel who staff its ambulances. TVF&R retains the right to determine work shifts and hours for its ALS Ambulance staff.

III. Service Area

Services shall be provided in and around the Service area of Tualatin Valley Fire & Rescue and any other automatic aid areas as may be agreed upon by both parties. TVF&R and AMR agree that TVF&R ambulances are deployed from TVF&R Fire Stations and are not of a "posting plan".

IV. Response Time

TVF&R shall make its best efforts to comply with the Response Times required by Clackamas County in connection with the Ambulance Contract awarded to AMR.

V. Commencement Date

The Commencement Date referred to in Section 9 of this Agreement shall be the effective date of the Clackamas County Agreement for Emergency Ambulance Services.

VI. Future Opportunities

AMR and TVF&R agree to mutually address yet to be identified programs, processes, and ideas, as well as the outcome or expansion of current or future pilot projects, which may affect service delivery and revenue streams to both agencies. AMR and TVF&R agree to work cooperatively to mutually benefit both agencies.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

SCHEDULE "B" ALS AMBULANCES SPECIFICATIONS, EQUIPMENT SPECIFICATIONS, AND DOCUMENT REQUIREMENTS

I. Vehicle

TVF&R will make two (2) ambulances available as the ALS Ambulances, which shall deploy from mutually agreed upon Fire Stations on the west side of the Clackamas Ambulance Service Area (ASA). TVF&R will meet licensing standards and specifications set forth by the Oregon Health Authority for ALS ambulances. TVF&R is not required to meet sustainability standards set forth by Clackamas County in regards to ALS ambulances. TVF&R retains the right to design and purchase its ALS ambulances through vendors selected by TVF&R purchasing policies.

II. Equipment

Any and all necessary supplies and equipment set forth by the Oregon Department of Health Services for the ALS Ambulance shall be provided by TVF&R

III. Dispatch

The ALS Ambulances will be dispatched by the AMR dispatch center via notification to TVF&R.

IV. Housing of ALS Dedicated Ambulances

TVF&R will house its ambulances at the fire stations listed above at its sole expense.

V. Housing of personnel

TVF&R will house its personnel at its own expense.

VI. Conflict resolutions

TVF&R and AMR will set up and agree upon an individual(s) to be their respective dedicated person for conflict resolution between their respective employees. Each employee will answer to their designated supervisor and their policies.

VII. Communication equipment

Each ALS Ambulance is equipped with a VHF radio that has all of Department channels programmed within them. If TVF&R chooses to have an 800Mhz radio placed in to the ALS Dedicated Ambulances, it would be at TVF&R's costs. Additionally, TVF&R shall install AMR-provided GPS/AVL modems in the ALS Ambulances used in the Service Area.

VIII. Document requirements

TVF&R shall provide patient care reports to AMR with sufficient documentation to generate an invoice and to bill the third party payor. TVF&R shall be solely responsible for providing sufficient documentation to demonstrate medical necessity. TVF&R also agrees to transmit clinical data to a central Clackamas County data server.

IX. Quality Assurance and Community Involvement

TVF&R agrees to fully participate in Clackamas County's quality assurance/quality improvement program and also agrees to participate in patient surveying. TVF&R and AMR shall split the costs of surveying patients transported by TVF&R and AMR. TVF&R further agrees to participate in countywide PIO work groups and agrees to align public messaging regarding EMS with other providers.

X. Complaint Resolution

TVF&R and AMR agree to fully investigate any complaints received from outside persons or agencies. TVF&R and AMR will investigate complaints internally following their respective complaint resolution policies.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between American Medical Response Northwest, Inc. ("AMR") and Clackamas County Fire District #1 ("CCFD"). This Agreement is effective as of the Commencement Date defined in Schedule "A", which by this reference is incorporated into this Agreement.

WHEREAS, CCFD is fire district and participates in the delivery of high quality pre-hospital emergency medical services ("EMS") for its Fire District and holds State of Oregon Ambulance Services License #0320;

WHEREAS, AMR is a licensed provider of high quality EMS and holds State of Oregon Ambulance Services License # 2670 that includes CCFD's service area ("Service Area") in Clackamas County;

WHEREAS, to ensure that residents and visitors within the Service Area continue to receive high quality and economical EMS, the parties want to combine certain assets and properties of their individual resources;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Compliance.** CCFD agrees at all times to perform its duties hereunder in compliance with all applicable federal, state and local laws and regulations. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.

2. **Standards.** The Services, which are further described in the attached Schedule A, shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

3. **Billing Services.** CCFD hereby appoints AMR for the term hereof as its true and lawful exclusive billing agent to provide reasonable and necessary billing, bill processing and fee collection for certain, designated medical services. Upon request, AMR shall bill for such services in the name and provider number of CCFD.

a. AMR agrees at all times to perform services hereunder in compliance with all applicable state, federal and local laws. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.

b. CCFD shall be solely responsible for providing sufficient documentation to generate an invoice and to bill third party payers.

4. **Staffing Services and Dispatch Plan.** As consideration to AMR, CCFD may, at its sole discretion, staff one or more Advanced Life Support (ALS) ambulances ("ALS Ambulances") (defined in Schedule "A") with CCFD paramedic

and EMT personnel without cost to AMR, except as provided herein, to provide Services to AMR. CCFD may staff the ALS Ambulances in the manner and during the hours identified in the attached Schedule A, at its sole discretion. CCFD personnel staffing the ambulance shall keep status with AMR during times of availability.

Ambulances staffed by CCFD may be dispatched by the Clackamas County Communications Center (CCOM) when acting as a non-transporting first responder, but shall be dispatched solely by AMR when acting as a transport ambulance.

5. **Compensation.** AMR shall remit to CCFD all monies collected for ambulance transports performed by CCFD under this agreement. CCFD shall not charge transport fees which are greater than its costs to staff the ALS Ambulances. CCFD shall pay AMR a billing fee of \$35.00 for each claim invoiced on behalf of CCFD.

6. **Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible. As applied to CCFD, the foregoing is subject to the tort limitations in the Oregon Constitution and the Oregon Tort Claims Act.

7. **Insurance.** Both parties currently maintain and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against either party arising out of the Services under this Agreement. Both parties shall maintain comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Both parties shall maintain medical professional liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate and workers' compensation insurance in the statutory required amounts. Both parties shall provide to each other upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) calendar days prior written notice to the other party. Further, both parties insurance shall be primary in the event that any claim for professional liability where either staff provided the professional services and shall be exhausted in full prior to any contribution from any other source.

8. **Record Retention.** AMR and CCFD will retain books and records respecting services rendered to patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

9. **Term.** The initial term of this Agreement shall be for five (5) years from the Commencement Date set out in Scheduled "A." The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the "Term."

10. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (90) days' written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the preceding termination rights, (i) AMR may terminate the Agreement with ten (10) days' written notice for a material breach by CCFD that involves CCFD's failure to provide properly licensed, certified and trained personnel as set forth in Schedule "A".

11. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to CCFD:

Fire Chief
11300 SE Fuller Road
Milwaukie, OR 97222

If to AMR:

General Manager
American Medical Response Northwest, Inc.
1 SE 2nd Ave
Portland, Oregon 97214

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

12. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information asserted as and treated as confidential by that party which is gained during the negotiation or during the Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. Notwithstanding the above, the Parties acknowledge that CCFD is subject to the State of Oregon's public records

disclosure laws and may be ordered to disclose such information.

13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and CCFD administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

15. **Force Majeure.** AMR or CCFD shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

16. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), if applicable. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

17. **Compliance Program and Code of Conduct.** AMR has made available to CCFD a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and CCFD acknowledges receipt of such documents. CCFD shall train its personnel to comply with AMR's compliance policies, including training related to Medicare compliance.

18. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

or providing Services hereunder. CCFD shall screen its employees who provide patient care services against the OIG's exclusion list on an annual basis and certify to AMR that its employees have successfully passed the screening.

19. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

20. **Other.** During the term of this Agreement, both parties shall cooperate to provide the best patient care to citizens and shall not disparage the other party.

21. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding


all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern, except as required by ORS Chapter 279B Public Contracting Requirements for the Purchase of Goods and Services.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response Northwest, Inc.

By: 
Tom Wagner, West Region CEO

Clackamas County Fire District #1

By: 
Fred Charlton, Fire Chief



EMERGENCY MEDICAL SERVICES AGREEMENT

SCHEDULE "A" PROVISION OF SERVICES

I. Vehicle

CCFD's staffing services shall be provided during specified hours, which will be expressly identified by CCFD at a later date, in at least one (1) ALS ambulance ("ALS Ambulance") in the Service Area. CCFD shall supply, equip, and maintain such CCFD-staffed ALS Ambulances at its own costs, following CCFD policies and specifications regarding ambulance supply and services. The specifications for CCFD-staffed ALS Ambulances are set forth in Schedule "B", which by this reference is incorporated into this Agreement. The CCFD-staffed ALS Ambulances will contain the Clackamas County Logo and the words, "Clackamas County Emergency Medical Services, Paramedic Unit," subject to approval by Clackamas County. CCFD and AMR agree that this article stipulates a minimum of one (1) CCFD-staffed ALS ambulance, however, the Parties recognize that the number of CCFD-staffed ALS Ambulances and the hours of staffing may increase in the future by mutual agreement between CCFD and AMR.

II. Department Personnel

Each CCFD-staffed ALS Ambulance will be staffed with a minimum of one (1) CCFD paramedic and one (1) CCFD emergency medical technician-basic ("ALS Ambulance Staff"). The ALS Ambulance Staff shall meet any and all requirements of the Clackamas County EMS medical director, or his/her delegates, including but not limited to: background screening, EVOC driver training, compliance training, billing training, and clinical standards, or the equivalents of the preceding, and shall be licensed and certified as required by applicable law to provide ALS Services. CCFD will provide AMR with documentation to satisfy AMR that the requirements in the preceding sentence are met. CCFD ALS Ambulance Staff will continue to work under the direction, supervision, and expectations of CCFD's Medical Director. The ALS Ambulance Staff shall be subject to AMR's billing protocols. CCFD shall be solely responsible for the payment of any and all wages and benefits to the ALS Ambulance Staff. The requirements set forth in this paragraph shall apply to all CCFD personnel who staff its ambulance. CCFD retains the right to determine work shifts and hours for its ALS Ambulance staff. All CCFD employees, whether serving on an ALS Ambulance or otherwise, shall remain the employees of CCFD for all intents and purposes, including but not limited to: compensation, insurance, leave accumulation, wages, working hours, and working conditions. Such employees remain subject to CCFD's policies, rules, and regulations.

III. Service Area

Services shall be provided in and around the Service area of Clackamas County Fire District #1 and any other automatic or mutual aid areas as may be agreed upon by both parties. CCFD and AMR agree that CCFD-staffed ALS Ambulances will be deployed from CCFD Fire Stations and are not part of a "posting plan".

IV. Response Time

CCFD shall make its best efforts to comply with the Response Times required by Clackamas County in connection with the Clackamas County Agreement for Emergency Ambulance Services awarded to AMR.

V. Commencement Date

The Commencement Date referred to in Section 8 of this Agreement shall be the effective date of the Clackamas County Agreement for Emergency Ambulance Services.

VI. Future Opportunities

AMR and CCFD agree to meet at least annually to discuss programs, processes, and ideas, including but not limited to the establishment or expansion of pilot projects such as a public education messaging program and an alternate destination program aimed at improving service delivery and revenue streams to both agencies. AMR and CCFD agree to work cooperatively to mutually benefit both agencies.



EMERGENCY MEDICAL SERVICES AGREEMENT

SCHEDULE "B"

ALS AMBULANCE SPECIFICATIONS, EQUIPMENT SPECIFICATIONS, AND DOCUMENT REQUIREMENTS

I. Vehicles

CCFD will maintain at least one (1) ambulance which qualifies as an ALS Ambulance, and, which shall deploy from CCFD fire stations. CCFD will meet licensing standards and specifications set forth by the Oregon Health Authority for ALS Ambulances. CCFD is not required to meet sustainability standards set forth by Clackamas County in regards to ALS Ambulances. CCFD retains the right to own, maintain, design and purchase its ALS Ambulances at its sole discretion through vendors selected by CCFD purchasing policies.

II. Equipment

Any and all necessary supplies and equipment set forth by the Oregon Health Authority for the ALS Ambulances shall be provided by CCFD.

III. Dispatch

The ALS Ambulances will be dispatched by the AMR dispatch center via notification to CCFD, unless CCFD is acting as a non-transporting responder.

IV. Housing of ALS Dedicated Ambulance

CCFD will house its ambulances at Fire Stations within its District at its sole expense.

V. Housing of personnel

CCFD will house its personnel at its own expense.

VI. Conflict resolutions

CCFD and AMR will set up and agree upon an individual(s) to be their respective dedicated person for conflict resolution between their respective employees. Each employee will answer to their designated supervisor and their policies.

VII. Communication equipment

CCFD's ALS Ambulances shall be equipped with radios enabling communication with AMR's dispatch center and Clackamas County Communications (CCOM). Additionally, CCFD shall install AMR-provided GPS/AVL modems in the ALS Ambulances used in the Service Area.

VIII. Document requirements

CCFD shall provide patient care reports to AMR with sufficient documentation to generate an invoice and to bill the third party payer. CCFD shall be solely responsible for providing sufficient documentation to demonstrate medical necessity. CCFD also agrees to transmit clinical data to a central Clackamas County data server. If CCFD chooses to utilize AMR's electronic patient care reporting system, known as "MEDS", transmission of a completed electronic patient care report will meet the documentation requirements of this section.

IX. Quality Assurance and Community Involvement

CCFD agrees to fully participate in Clackamas County's quality assurance/quality improvement program and also agrees to participate in patient surveying. CCFD and AMR shall split the costs of surveying patients transported by CCFD and AMR. CCFD and AMR further agree to participate in countywide PIO and Public Education work groups and agree to align public messaging regarding EMS with other providers.

X. Complaint Resolution

CCFD and AMR agree to fully investigate any complaints received from outside persons or agencies. CCFD and AMR will investigate complaints internally following their respective complaint resolution policies.

ATTACHMENT E: COMMUNITY SERVICE AND EDUCATION PROGRAM

Community Based Programs

Minimum: Development and implementation of community-based programs to facilitate and improve injury and illness prevention and system access.

Proposer should include a description of specific programs, including training, personnel commitments, equipment and budgeted funds committed for these programs. Innovative approaches and cooperative programs with other agencies are encouraged.

AMR provides a wide array of community service and educational programs that are designed to address needs for specific age groups in the differing stages of life, as well as programs to create a heightened awareness to prevent illness and injury.

Our Community Education Manager, Lucie Drum, also serves as our Public Information Officer (PIO). Both roles have a natural connection because we craft our public information and media relations messages around injury and illness prevention. Part of our focus centers on disaster preparedness. Our PIO and operations personnel meet regularly with City and County officials, EMS agencies, law enforcement and public health providers to prepare for disasters and mass casualty incidents (MCIs). Lucie Drum is a member of the Regional PIO Work Group as well as the Joint Information Center (JIC) Subcommittee. The Regional PIO Work Group developed a Concept of Operations Plan provided in **Attachment 5** for activating a Joint Information System and Public Information Plan in the event of a regional disaster. The Work Group coordinates workshops, operational plans, educational opportunities, and disaster exercises for PIOs throughout the Portland Urban Area that includes Clackamas, Clark, Columbia, Multnomah and Washington Counties with a population of more than two million people. We are making plans for major disaster preparedness exercises this May.

The Difference

AMR's commitment to community education and injury prevention began in the late 1980s. Since then, we have taken a proactive role in educating the public about preventing accidental injuries, illness prevention and access to emergency medical services (911 system). We believe community education programs focused on prevention, health promotion, and early intervention – using data to target areas of greatest need – is an effective way to improve the health of a community. Our educational programs focusing on the warning signs of heart attack, stroke, and other life-threatening illnesses (and the importance of early access to EMS) have enhanced patient outcomes; reduced patient morbidity and mortality; and reduced healthcare costs. **Last year, AMR invested over \$170,000 in our community education in addition to dedicated funding of our Reach and Treat and River Rescue/Safety programs, each have strong injury prevention components.**

Injury/Illness Prevention

Every year nearly one million children die from injuries and tens of millions more require hospital care for non-fatal injuries. In 2011, these “accidents” or unintentional injuries have a combined cost (including medical care and work lost) estimated to be over \$1.3 billion for nonfatal hospitalized injuries, and costs due to injury deaths estimated at over \$2.2 billion.

In Oregon, injury is the *third leading cause of death* behind cancer and heart disease for individuals 1 to 44 years of age. It is also among the leading causes of hospitalization. The good news is that almost all injuries can be prevented, which underscores the importance we place on injury prevention programs and educational initiatives. Through the collective efforts of AMR and other organizations, unintentional injuries for children ages 1 to 14 over the past 10 years have **decreased by 54 percent!**

² Adrienne Greene, MPA, Director Safe Kids Oregon, Oregon Public Health Division 2010 Public Health

We have cultivated long-term partnerships with various agencies including law enforcement, fire agencies, hospitals, schools, and non-profit organizations that share our mission. Our overriding goal is to develop innovative programs that improve patient outcomes, with emphasis on prevention. Over the last three years we have participated in **713** community events on safety and injury prevention reaching more than **258,838** residents, providing **2,095** personnel hours.

We use the science-based *Spectrum of Prevention*³ approach to community education and injury prevention. Their framework reminds us that it takes a broad range of efforts to address public health issues. Our targeted health education and prevention programs are directed to individuals, organizations, healthcare providers, networks, the media, and public policy makers based on the community needs assessments and by identifying injury and illness data trends.

³ <http://cchealth.org/prevention/spectrum>

The Difference

Injury Prevention Professionals (MIPP) – Safe Kids Coalition

AMR has served as the lead organization for Safe Kids Portland Metro (SKPM of Clackamas and Multnomah Counties) since 2004, and as a member of the tri-county Metro Injury Prevention Professionals (MIPP) coalition for more than 15 years.

SKPM/MIPP members include trauma centers, pediatric hospitals, fire departments, law enforcement agencies, Oregon Poison Center, Safe Communities, and others. A Coalition annual report is provided in **Attachment 6**.

Safe Kids Worldwide is an international organization dedicated to the prevention of unintentional childhood injuries from 0 to 14 years of age with educational initiatives targeted for both children and parents. They are leaders in the field and provide prevention research resources and program materials to support more than 600 coalitions across the U.S., including Safe Kids in Clackamas County and with 23 partners around the world. Further information on Safe Kids is available at: www.safekids.org, and www.safekidsoregon.org.

911 Access and Education

Throughout the year, AMR also reaches thousands of residents with information on how and when to access the 911 system. As demonstrated in the table below, we conducted **283 hours** of education reaching almost **70,000 residents** with this message in 2011 and 2012.

Legacy Health Systems operates six hospitals in the Portland-Vancouver area and recently aggregated data that shows 80 percent of emergency cases they receive do not come through the 911 system, which highlights the need for public education messaging to close this gap. AMR, Legacy and Tualatin Valley Fire & Rescue recently pledged \$5,000 each for a media campaign on "When to Call 911." With matching media funds, this single initiative will deliver \$30,000 worth of media messaging this spring.

AMR has set aside an additional \$10,000 for public service announcements. We will use those funds to partner with other agencies, similar to the above, to maximize the value of these critical messages.

Targeted Messaging

Every year we provide targeted intervention programs for children and families of all ages addressing the following topics:

- 911 Education including the Chain of Survival, Heart Attack and Stroke Awareness

- Bike and Pedestrian Safety
- CPR
- Choking/Strangulation Prevention
- Child Passenger Safety
- Concussion Prevention
- Disaster Preparedness
- DUI/Distracted Driving Prevention
- Fall Prevention – Senior Falls/Pediatric Window Falls
- Flu/Illness Prevention
- Halloween Safety
- Home Safety
- Motor Vehicle Safety – Seat Belt/Hyperthermia
- Poison Prevention
- Safe Sleep/Suffocation Prevention
- Toy Safety
- Water Safety – Open Water Safety/Life Jacket Use/Pool and Spa Safety

To demonstrate the power of prevention and education, the following table outlines the costs and savings our community can and has received by taking advantage of some very simple preventive measures that will also improve their quality of life, and create a safe and secure environment for their families:

**Return on Investment (ROI) is defined as the amount of injury prevention interventions saved by preventing injuries including medical costs, other resource costs (police, fire services, property damages, etc.), work loss, and quality of life costs calculated in 2012 dollars. ⁴*

⁴ "Injury Prevention: What Works? Summary of Cost-Outcome Analysis for Injury Prevention Programs (2012 Update), Children's Safety Network, Pacific Institute for Research and Evaluation, <http://www.childreusafetynetwork.org>

We are dedicated to ensuring the safe travel for the even the youngest Oregonians. We began child safety training when it first became available. We now have a team of 13 nationally certified Child Passenger Safety Technicians who participate in car seat inspections during "check up" events and by appointment at our operations facility. To-date, we have distributed 200 car seats to low income families based on the generosity of a grant we have received over the past several years. Our Community Education Manager has served on the Child Safety Resource Center Committee to strategically plan our child safety outreach events across the community.

AMR's Community Education and Media Relations Department is made up of two employees: Lucie Drum, Community Education Manager, and Dea Boldt, Community Education Coordinator. We also engage several specialty teams to deliver specific messages, including: the Bike Medic Team, BLS Instructor Team, River Rescue Team, Child Passenger Safety Team, and Reach and Treat Team, to name a few. We participate in professional development opportunities to stay apprised of the latest developments and techniques to enhance our

Education Programs for Schools

Many ambulance companies participate in school demonstrations that are intended to highlight the local EMS provider and system. Our school programs differ from the norm in that they focus on specific age-related education aimed at decreasing injuries and improving health.

Preschool to Sixth Grade. We provide presentations focused on occupant protection, motor vehicle, bike, and water safety (the most common injury areas for this age group) and on 911 ambulance awareness programs. In 2012, we participated in 195 public education events and

meetings dedicated to coordination and development of public education initiatives and activities reaching 67,000 residents. We contributed 561 personnel hours to wellness and injury prevention efforts for the County.

Middle Schools. Presentations for middle school students focuses on preventing common injuries experienced for this age group including motor vehicle, bike/pedestrian, and falls, in addition to CPR training and EMS career presentations.

High Schools. Distracted driving and motor vehicle crashes pose the greatest injury risk for high school students and young drivers. Each year, AMR participates in Driving Under the Influence (DUI) Prevention programs including: "Operation Prom Night," (a crash re-enactment) and the "Every 15 Minutes" program. These highly successful programs emphasize the consequences of driving while under the influence of intoxicants, seat belt use, distracted driving and riding with an impaired driver.

Basic Life Support Training Center – CPR Courses

AMR supports an American Heart Association (AHA) Basic Life Support Training Center at our Milwaukie location. The National College of Technical Instruction (NCTI) is our BLS and ALS Training Center for our EMTs and paramedics. AHA-certified BLS instructors provide CPR training for schools, businesses, and other organizations. Our staff frequently provides presentations on the importance of recognizing the warning signs of heart attack and stroke, and early access to 911 (also known as the "Chain of Survival"). We also provide CPR training for the professional and lay rescuer. Additional courses offered include: American Heart Association Healthcare Provider, Heartsaver Adult, Infant and Child, Heartsaver AED, Heartsaver First Aid or their equivalent. Classes for schools are typically provided at no cost.

Partnerships for Public Education

AMR has developed several long-term partnerships to assist in our public education and outreach efforts with the following organizations listed below:

- AAA Oregon
- ACTS Oregon
- Boring Fire District
- Brain Injury Association of Oregon
- Child Safety Resource Center
- Clackamas County Fire District #1
- Clackamas County Safe Communities
- Oregon Burn Center
- Oregon EMS for Children
- Oregon Impact
- Oregon Poison Center
- Portland Fire & Rescue
- Portland Police Bureau
- Randall Children's Hospital at Legacy Emanuel
- Clackamas County Sheriff's Office
- Consumer Product Safety Commission
- Forest Grove Fire Department
- Hillsboro Fire Department
- Lake Oswego Police
- Safe Kids Oregon
- Safe Routes to School (PDOT)
- Safety Resource Center at Legacy Emanuel
- Sandy Fire District
- Tom Sargent Safety Center at Doernbecher Children's Hospital
- ODOT Region 1
- OHSU Think First Oregon
- Operation Lifesaver
- Tualatin Valley Fire & Rescue
- Trauma Nurses Talk Tough
- Washington County Sheriff's Office

ATTACHMENT F: WILDERNESS MEDICAL PROGRAM

Minimum: Development and implementation of a wilderness medical program providing appropriately trained and equipped personnel available to safely provide advanced medical care and specialized rescue services in the wilderness and to respond to requests for service from the Sheriff's Office within 2 hours at any time.

Proposer should include a description of specific training, personnel commitments, equipment and budgeted funds committed for this program. Training for high angle rescue, navigation, shelter and survival, avalanche safety, back country travel, medical protocols, and basic SAR operations should be covered.

Our nationally recognized Reach and Treat Wilderness Medicine Team is based in Sandy, Oregon. This program was designed and launched 25 years ago to deliver advanced life support care to individuals who are ill or injured in the rugged alpine and wilderness environments in East Clackamas County. It was the first team of its kind in the U.S., and is well respected for its excellent record, dramatic impact on patient care, research into wilderness medicine, and the advice, best practices, and lessons learned that can be shared with similar teams throughout the world. Since the team began, it has received unprecedented recognition from the Oregon State EMS Division as the only rescue team that has received the Oregon State EMS Unit Citation twice; and three of the team members have been awarded Oregon State's Medals of Valor for their work in extreme search and rescue situations.

An estimated 10,000 people attempt to climb Mt. Hood each year. More than 130 have died trying, and many more have been injured. Even the most seasoned climber can end up a statistic when it comes to traversing the rugged terrain. The worst tragedy happened in May 1986 when nine people (seven students and two adults) lost their lives after digging a snow cave during a sudden storm. Because of tragedies like this, AMR developed the knowledge, acquired equipment, and launched our successful Reach and Treat Program in 1988. The extreme popularity of Clackamas County's wilderness areas can draw as many as 20,000 individuals each weekend during ski season, and created a challenge when the need for emergency medical services arose. There was no immediate ALS resource available that provided fast assessment and response to the situation. By working collaboratively with the mountain communities, other EMS responders, ski resorts, Portland Mountain Rescue, CCSO, and other vested community members, we launched the Reach and Treat Wilderness Medical Program. Today, our Reach and Treat Team is available 24/7 responding to requests for assistance.

Over the past 25 years, the team has honed its skills and operational abilities, **and is able to go anywhere, anytime, in any weather** to provide medical care and assist in the rescue of patients in wilderness areas. Many of the members have been part of the team for more than 10 years. They have responded to hundreds of calls and have expanded their area of service to other Sheriff offices in the State, the U.S. Forest Service, and the Confederated Tribes of the Warm Springs Nation.

Per Oregon's Revised Statute, the Sheriff's Department has jurisdiction over search and rescue (SAR) incidents in their county. Once a SAR incident is initiated, we respond. The team uses specialized ambulances equipped with four-wheel drive that carry an array of mountaineering equipment and supplies including: cross country skis, snowshoes, cold weather clothing, ropes, land navigation supplies, technical rescue gear, avalanche rescue equipment, mountaineering and climbing gear, and swift water rescue equipment that allows AMR to respond and provide medical care in unique wilderness settings. A more extensive listing of the program and the

equipment needed to run the operation are included in **Attachment 8**.

Team paramedics have medical protocols that allow them to provide the highest level of care in dangerous and challenging situations. The paramedic protocols were developed and are closely monitored by the AMR Reach and Treat Team's Physician Supervisor, Terri Schmidt, MD, who is also the County EMS Medical Director, to ensure that appropriate medical care is provided in the field.

The team responds to 911 emergencies, SAR incidents, and allied agency requests that may include: assisting climbers who have fallen into a crevasse on Mt. Hood; a hiker who slipped off the trail and has broken a leg; helping skiers trapped by an avalanche; or a hunter who has fallen ill in the back country river canyon. No call is ever the same. No incident is risk-free and no single rescue is more important than the others.

Because our team operates 24/7, we are able to respond as soon as dispatched in most cases, exceeding the standard County response time standards. We are usually on scene prior to other responders, including the Clackamas County Sheriff's Office (CCSO) Incident Command staff. The team's expertise and geographic experience is critical in gathering intelligence from reporting parties and assisting with resource or deployment decisions for allied agencies.

Once activated, the team responds immediately from one of three stations: Sandy, Welches or Government Camp. The team responds to calls that involve back country areas, rivers, or off-road responses; ski trails or slopes; hiking trails; steep or high angle environments on snow, ice, or rock; avalanche accidents; or other special rescue needs. When the team arrives at the trailhead or limit of snowcat travel, they first assess the rescue needs of the situation and then prepare to "reach" and "treat" the patient.

Our crews adhere to the standard IC operational periods as well as the standard IC safety structure. Depending on the nature of the incident and access problems, the initial responding crew could be assigned for 16 to 24 hours at a time.

The team's primary function is to reach and provide emergency medical care; continue care and treatment throughout the rescue; and transport the patient to the hospital. The team works alongside rescue agencies during the evacuation process providing valuable medical care. In addition, the team provides valuable medical standby services for all members of the incident response as the rugged wilderness terrain and weather conditions can pose a risk to everyone involved.

The Reach and Treat Team complements SAR services within the County including:

- CCSO (Incident Command/SAR/Patrol/Public Information)
- State Police
- Area fire departments
- Mt. Wave Communications
- Portland Mountain Rescue
- Mt. Hood Ski Patrol
- Civil Air Patrol
- National Guard for helicopter evacuation.

We have developed a long-term relationship with the agencies serving the Pacific Northwest. These agencies are well aware of our teams' unique capabilities.

The team also responds to wildland fires that are coordinated through either the federal or State resource ordering procedure. Because of our standardized and high level of training, our team is able to be part of the resource pool with these government agencies.

The Difference

There are no fire first responders available in the area referred to as “no man's land” East of Government Camp and extending into Deschutes County, but AMR responds to those calls. Also, AMR is a sponsor of Mt. Wave Emergency Communications, a volunteer organization that sets up a communication network in remote areas that do not have adequate radio and cellular coverage. **AMR provides Mt. Wave with a temperature-controlled 800 square foot facility attached to our Reach and Treat Team station in Sandy, Oregon, free of charge.** This enables Mt. Wave to store their equipment and vehicles, most of which were donated by AMR, closer to likely incident sites in order to respond more quickly.

AMR's Reach and Treat Team responds to locations all over the region. We have run calls along roadways because of steep high angle needs. We have assisted with MCIs at the ski areas, and assisted with water rescues with Hoodland Fire Department within their own response area.

Becoming a Reach and Treat Team member is a lengthy process within the SAR community requiring strenuous, physical and medical training to perform in a wide variety of challenging environments, weather, and unique situations while providing advanced life support medical care. They must be experienced in mountaineering, swift water rescue, have first-hand knowledge of the geography of the Mt. Hood wilderness, along with EMS skills and experience.

Potential candidates must apply to the Training Academy. Our training program (both initial and refresher) has been fine tuned over 25 years and has been modeled after the federal process/standards that include a clear set of objectives, initial training, task book phase to demonstrate skill competency, and provide feedback for demonstrated skills/abilities throughout the process. It also includes minimum standards at different participation levels. These standards of performance and lengthy experience requirements ensure quality care for the sick/injured and ensure the safety of the team members in the rescue environment.

To be eligible for the training program, candidates must:

- Undergo a written application process
- Be in good standing with the AMR Clinical Education Services Department and EMS Medical Director
- Complete a fitness test that exceeds the USFS “Hotshot” test.

Once accepted, the candidate enters an extensive training program lasting one full year that covers the following:

After successfully completing the training program, AMR personnel are tested and internally certified to function on the Reach and Treat unit. The team responds in teams of two with an experienced paramedic acting as team leader.

We exceed the most progressive medical protocols in the country, Rescue 3 rope rescue and water rescue standards. Our alpine training is modeled after the MRA (Mountain Rescue Association) standards. Our mandatory levels of experience for participants can be found in the Program Description in **Attachment 8**.

This very unique resource developed by AMR in Clackamas County is here to serve the needs of the community. Currently, the team is made up of 23 active members including eight new trainees who are in their second phase of training following the Initial Training Academy.

We are pleased to provide the names and photos of the individuals that make up the **leadership** of this specialized team. Without their clinical skills, years of experience in wilderness SAR, and their passion and dedication to serve their community, the team would not be what it is today. **This non-reproducible team has over 113 years of experience.**

Clackamas County has become the model that all other programs strive to achieve for similar integrated SAR teams. This public/private partnership between AMR and the Clackamas County Sheriff's Office has served thousands of individuals.

The Difference

Barriers for Other Agencies to Perform the Reach and Treat Team Job

A program of this magnitude requires years of relevant experience and substantial financial resources. AMR Northwest is the only provider poised to deliver and maintain this unparalleled service to the people of Clackamas County and its visitors. We have over 25 years of expertise in delivering this program. Below is a glimpse of what it would take to begin to replicate a program of this complexity.

Our Reach and Treat team is actively involved in the search and rescue community conducting training, outreach and attending educational events to build awareness and further develop their extensive skills and experience including:

- Regular joint training with Portland Mountain Rescue, Pacific Northwest SAR, Hoodland Fire District, and Mt. Hood Ski Patrol.
- Regular system enhancement opportunities providing gear and training to Mt. Hood Ski Patrol; High Cascade Ski/Snowboard Camp; and training with Hoodland Fire District.
- Provide standby medical coverage and outreach information during multiple wilderness events including the Timberline Marathon, Hood to Coast Relay, Oregon Trail Rally Race in Hood River, Upper Clackamas Whitewater Festival.
- NW Search and Rescue Conference (NW SARCon) sponsored by the Clackamas County Sheriff's Department. For the past four years, our team has coordinated and taught a Wilderness Medical Track of classes including: Wilderness medicine principles, assessment, triage, fracture/dislocation management, patient packaging, environmental injuries/illness, SAR team member safety/care of self, SAR physician panel Q&A.



REACH AND TREAT TEAM PROGRAM DESCRIPTION

(Public Relations Version)
Updated March 2013

Team Description

The Reach and Treat (R.A.T.) Team is a specialized operation of American Medical Response Northwest, Inc. This group of specially trained Paramedics is capable of providing advanced patient care and special rescue services in a variety of wilderness environments. The Reach and Treat Team has been based in Clackamas County Oregon since 1989. The R.A.T. Team has the ability to operate in the alpine, high angle, trail, and water environments. The team has been utilized extensively for local Search and Rescue, National Disasters, Wildfire Incidents and as Educational Liaisons to the public regarding care of the sick and injured. The goal of the Reach and Treat Team is to provide specially trained Paramedics using advanced medical care to rapidly assess, stabilize, and assist in the evacuation of patients from any wilderness environment.

Training Description

RAT Team members are expected to attend an Initial Reach and Treat Training Academy as outlined in the Levels of Participation section. The initial training academy will consist of a minimum of 168 hours of both didactic and field instruction. Once each individual is an active team member they will be required to adhere to refresher training standards and skills compliance outlined below.

Initial Training Academy

Academy Topics

- Basic Search and Rescue operations
- Risk management
- Advanced medical interventions
- Low elevation mountaineering
- High elevation mountaineering
- Land navigation
- Low and high angle operations
- Trail rescue operations
- Water rescue operations
- Mock rescue testing scenario
- Final fitness and skills evaluation

Academy Entry Criteria

- Oregon EMT-P Certification in good standing (EMT-B/I will be considered on a case

- by case basis during the interview process)
- Commitment to the long term success of the Reach and Treat Team
- Pre-existing high fitness level and passion for outdoor recreation
- Successful completion of pre-entry Physical Agility/Fitness Evaluation and Interview

Didactic Introduction

1) Welcome

- a) Introduction to the course
 - i) Course format
 - ii) Textbook and supplemental information
 - (1) Required textbook purchase prior to Academy
 - (a) The Mountaineers Press. 2008. *Mountaineering-The Freedom of the Hills* (7th edition).
- b) Medical protocols and skills
 - i) Reach and Treat Team standard of care
 - (1) Physician supervisor
 - (2) Pharmacology
 - (3) Airway and respiratory considerations
 - (4) Head/neck/back injuries
 - (5) Orthopedic injuries
 - (6) High altitude considerations
 - (7) Wound management
 - (8) Introduction to MHC in the standby environment

2) Medical skills stations

- a) Basic ALS skills and RAT medical kits
- b) Dislocations
 - ii) Reduction
 - iii) Packaging considerations
- c) C-Spine clearing procedure

Required equipment

- Scholastic supplies (including textbook, SOP's, and Reach and Treat Protocols)
- Comfortable clothing
- On day two, bring for inspection all of the appropriate outdoor gear/clothing that you currently have. There will not be a need to rent or borrow gear at this point. We just want to get an idea of what everyone has. We will have a time dedicated for questions regarding gear.

Didactic Introduction (Day Two)

1) Basic SAR principles

- a) What constitutes a SAR
- b) Search vs. Rescue
- c) SAR statistics
- d) Lost/injured person behavior

2) Reach and Treat Team description

- a) Command structure of SAR in Oregon and Clackamas County
- b) RAT Team responsibilities within the SAR structure
- c) Associated agencies
- d) Call out protocols

- e) RAT Team standard operating procedure
- f) RAT Team risk management
- 3) Helicopter operations
 - a) When to use an aircraft
 - b) Types of aircraft resources
 - i) Capabilities of each type
 - c) Safety around the aircraft
 - i) Landing zone safety
 - ii) Communication with the aircraft
- 4) Wilderness Travel
 - a) Wilderness ethics
 - b) Equipment needs
 - i) Personal gear
 - ii) Ten essentials
 - iii) Reach and Treat gear (medical and access gear)
 - c) Introduction to hardware/software
 - i) Knots used in the rescue environment
 - ii) Commonly used systems
 - iii) Safety gear
- 5) Medical skills stations
 - a) Splinting
 - b) Patient packaging
 - c) Knots and equipment

Low Elevation Mountaineering

- 1) Day one: Introduction to mountaineering on Mt. Hood
 - a) South side geography
 - i) Basic snow travel techniques
 - ii) Snow pack conditions
 - iii) Orientation to South Side geography
 - iv) Ski Patrol/Timberline Lodge resources
 - b) Steep snow travel
 - i) Group communication
 - ii) Roped techniques
 - iii) Crampon/ice axe use
 - iv) Self arrest techniques
- 2) Day two: Advanced snow travel techniques
 - a) South side geography
 - i) Mountain hazards
 - (1) Mountain weather
 - (2) Mountain shelter
 - (3) Mountain nutrition
 - b) Alpine rescue techniques
 - i) Snow anchors
 - ii) Basic raising/lowering systems
 - iii) Patient management in the alpine environment

Required equipment

- 1 Backpack (minimum 5000 cubic inch capacity) and 10 essentials
- 2 Water bottle (minimum 1 quart each)

- 1 Snack food (enough for 24 hours)
- 1 Sunscreen and lip balm
- 2 Sunglasses or goggles
- 1 Billed hat
- 1 Synthetic or wool hat
- 1 Pair of synthetic or wool gloves
- 1 Pair of waterproof over mitts
- 1 Waterproof storm shell (jacket and bibs)
- 1 Insulating layer (jacket and pants)
- 1 Synthetic base layer (shirt and pants)
- 2 Pairs of heavyweight wool blend socks
- 2 Pairs of synthetic sock liners
- 1 Pair of mountaineering boots
- 1 Pair of 12 point crampons
- 1 UIAA approved mountaineering axe (60-70 cm.)
- 1 UIAA approved climbing helmet
- 1 UIAA approved sit harness
- 1 UIAA approved chest harness
- 1 Avalanche snow shovel
- 1 Avalanche transceiver
- 1 Avalanche probe
- 1 20 ft. length of 1" tubular webbing
- 1 Set of prusik ascenders
- 1 4 m. of 8 mm. climbing rope

High Elevation Mountaineering (Overnighter)

- 1) Day one: Travel to Crater Rock/Illumination Saddle area
 - a) South side geography
 - i) Advanced snow travel techniques
 - (1) Group communication
 - (2) Roped techniques
 - (3) Crampon/ice axe use
 - (4) Self arrest techniques
 - ii) Snow pack conditions
 - (1) Avalanche assessment
 - iii) South Side geography
 - b) Alpine rescue techniques
 - i) Snow anchors
 - ii) Raising/lowering systems
 - iii) Patient management and packaging in the alpine environment
 - c) Camp at Triangle Moraine area
 - i) Mountain weather
 - ii) Mountain shelter
 - iii) Mountain nutrition
- 2) Day two: Advanced snow travel on the upper mountain or summit bid depending on group dynamics and weather conditions.
 - a) Upper south mountain geography
 - i) Mountain hazards
 - ii) Common routes and accident areas

Land Navigation

- 1) Day one: Introduction to navigation
 - a) Navigation equipment
 - i) Map/Aerial photography
 - ii) Compass
 - iii) GPS/Altimeter
 - iv) Pacing
 - b) Desktop exercises
 - c) Short course field exercises
- 2) Day two: Long course field exercise
 - a) Plan access to a patient
 - b) Navigate to the patient with all appropriate gear
 - c) Determine extrication needs/route of extrication

Required equipment

- 1 Scholastic supplies
- 1 Backpack and 10 essentials
- 2 Water bottle (minimum 1 quart each)
- 1 Snack food (enough for 24 hours)
- 1 Pair of sturdy hiking boots
- 1 Sunscreen and lip balm
- 2 Sunglasses or goggles
- 1 Billed hat
- 1 Synthetic or wool hat
- 1 Compass with a site mirror and adjustable declination (the 'Silva Ranger' series is a good compass)
- 1 GPS device

Low & High Angle Operations

- 1) Introduction to high angle techniques
 - a) Equipment
 - i) Personal safety gear
 - ii) Knots
 - iii) Packaging and extrication gear
 - iv) Gear limitations/capabilities
 - v) Communication
 - b) High angle forces
- 2) Static (on-the-ground) learning
 - a) Belaying techniques
 - i) Climbing
 - ii) Rescue
 - b) Anchors
 - i) Natural
 - ii) Active/Passive
 - c) Litter management
 - i) Patient packaging
 - ii) Barrowman rigging
 - d) Rescue systems
 - i) Basic haul/belay systems
 - ii) Mechanical advantage systems

- 3) Dynamic (in-the-air) learning (depending on group dynamics this may be postponed until the 20th)
 - a) Ascending/Descending techniques
 - b) Knot bypass
 - c) Escape the belay techniques

Low & High Angle Operations (Day Two)

- 1) Dynamic (in-the-air) learning
 - a) Live skill stations (continuous revolutions until recruits are competent)
 - i) Haul system
 - ii) Belay system
 - iii) Barrowman/Litter management

Required equipment

- 1 Scholastic supplies
- 1 Backpack and 10 essentials
- 2 Water bottle (minimum 1 quart each)
- 1 Snack food (enough for 24 hours)
- 1 Pair of sturdy hiking boots
- 1 Sunscreen and lip balm
- 1 Sunglasses or goggles
- 1 Billed hat
- 1 Synthetic or wool hat
- 1 Pair of leather gloves
- 1 UIAA approved climbing helmet
- 1 UIAA approved sit harness
- 1 UIAA approved chest harness
- 1 20 ft. length of 1" tubular webbing
- 1 Set of prusik ascenders or mechanical ascenders
- 1 4 m. of 8 mm. climbing rope
- 4 Triple action locking carabiners
- 1 ATC belay device

Water Rescue Operations

- 1) Introduction to water rescue (static learning)
 - a) Waterway geology and hydraulics
 - i) Topographic features
 - ii) Flow patterns
 - iii) Above/Below water hazards
 - b) Equipment
 - i) Personal safety gear
 - (1) PFD
 - (2) PPE
 - (3) Human powered watercraft
 - (4) Throw bags
 - c) Medical considerations
 - i) Drowning/Near drowning
 - ii) Water born injuries
 - d) Water crossing techniques
 - i) Tripod with pole

- ii) Tripod with partner(s)
- iii) Angled wading
- e) Swimming techniques
 - i) Basic crawl stroke
 - ii) Ferry angle
 - iii) Downriver flotation
- f) Throw bag techniques

Water Rescue Operations (Day Two)

- 1) Water rescue (dynamic learning)
 - a) Contact swimming with a subject
 - i) Hands on swimming
 - ii) Using a flotation device
 - iii) Using a throw bag
 - b) Floating through rapids
 - c) Immobilization in the water/patient extrication
 - d) Human powered watercraft
 - i) Safe deployment
 - ii) Operating with and without a subject

Required equipment

- 1 Scholastic supplies
- 1 Backpack and 10 essentials
- 2 Water bottle (minimum 1 quart each)
- 1 Snack food (enough for 24 hours)
- 1 Pair of sturdy hiking boots
- 1 Sunscreen and lip balm
- 1 Sunglasses or goggles
- 1 Billed hat
- 1 Synthetic or wool hat
- 1 Rescue PFD
- 1 UIAA approved helmet
- 1 Neoprene wetsuit
- 1 Pair of neoprene gloves/booties
- 1 Pair of sturdy sandals ('Teva' or equivalent)
- 1 Pair of swim goggles

Mock Rescue Scenario (Overnighter)

- 1) Mock scenario
 - a) This will be a mock scenario to bring all aspects of the academy together into a dynamic incident.
 - b) It will include
 - i) Call out
 - ii) Hazard identification/mitigation
 - iii) Access with navigation required
 - iv) Travel in difficult terrain
 - v) Survival of the group in an overnight scenario
 - vi) Coordination/Communication with additional resources
 - vii) Long term patient care with required packaging and extrication

Required equipment

- 1 Backpack and 10 essentials
- 2 Water bottle (minimum 1 quart each)
- 1 Snack food (enough for 24 hours)
- 1 Pair of sturdy hiking boots
- 1 Sunscreen and lip balm
- 1 Sunglasses or goggles
- 1 Billed hat
- 1 Synthetic or wool hat
- All other necessary gear TBA

Final Fitness and Skills Evaluation

- 1) Final testing
 - a) Physical fitness
 - i) Oneonta trail 3.28 mile pack test
 - ii) 500 meter continuous swim test
 - b) Skills testing
 - i) Orienteering
 - ii) Gear/Knot identification
 - iii) Ascend/Descend a fixed rope
 - iv) Belay station
 - v) Rescue raising/lowering system
 - vi) Medical skills
 - (1) Difficult airway
 - (2) KTD application
 - (3) Vacuum spine splint and stokes packaging

Refresher Training Requirements

RAT Team members are expected to attend a minimum 75% of the annual training provided and attendance shall include at least one training from each quarter. Annual written, practical, physical agility and medical scenario testing is mandatory and will apply toward the 75% attendance. A training calendar will be provided annually for dates and expected topics. The training will be provided twice a month to accommodate all shift rotations (A, B, F, and G). The purpose of the training is to help facilitate a level of conditioning and skill for the environment in which a RAT mission will occur. The trainings may be used to help facilitate task book completion. Failure to meet the training standard will result in probationary status. Team Leadership will meet with the individual to establish remediation.

Annual Testing Requirements

Annual testing will be performed to show baseline knowledge, fitness, and skill retention. It is expected that RAT team members will have a working knowledge of all aspects of duty. Failure to pass any particular objective will require retesting of the failed station only. Failure a second time will require remediation set by the Team Leadership. Failure to pass a third time will place the RAT team member on probation.

Written Exam

The written exam will consist of questions as they apply to a knowledge base of the RAT Team and Search and Rescue operations.

Practical Exam Objectives

The practical exam will consist of task oriented objectives. Practical exam objectives include the following:

- Ascend/descend a fixed rope evaluation
- Belay technique evaluation
- Equipment and knot identification
- Medical skills evaluation
- Orienteering evaluation
- Rescue system competency evaluation
- River swimming competency evaluation

Physical Agility and Fitness Evaluation

In addition to the practical exam objectives a physical agility and fitness evaluation will be completed annually. The physical agility and fitness evaluation will consist of a standardized 3.28 mile varied terrain hike. The hike must be completed in less than sixty minutes while carrying a backpack or weight vest loaded with 45 pounds.

Medical Scenario Evaluation

The medical scenario will be either oral or written and is a critical component of the annual testing. It will be done by the Medical Director or his/her designated representative and will consist of knowledge of both the RAT Team protocols and/or the current county protocols.

Staffing Standard

It is the intent to have the Reach and Treat units staffed with two Rescue Level Lead Paramedics, but due to operational limitations the minimum staffing must include a Rescue Level RAT team member and a Support Level RAT team member. Qualifications for the different levels are described in the Levels of Participation section. RAT team members should make every effort to fill their open shifts with a qualified RAT team member if possible. It is due to these expectations that RAT team members assigned to the RAT units must understand that if they desire to move to a different unit, their transfer will be approved only if another qualified RAT team member is available to replace them on the unit.

Levels of Participation

Levels of participation within the RAT Team are designated as Recruit, Trainee, Support, and Rescue. Each level has the required skills as defined by the RAT task books. Maintenance of participation level is determined by continued refresher training and being in good standing with the Operation Manager and Medical Director. Task book completion and ongoing RAT training is the responsibility of the individual in order to maintain good standing. Acceptance onto the Reach and Treat Team will *only* occur under the two following circumstances:

- Successful completion of the Initial Reach and Treat Academy
- Issuance of a Support Level task book and active participation in team activities

Recruit Level

The Recruit Level is not a member of the RAT Team but a potential candidate. These guidelines are established for the application process for the RAT Team Training. These are minimum guidelines and do not guarantee entrance into the RAT Team Training Program.

- Current Oregon certification as an EMT-Basic, EMT-Intermediate or EMT-Paramedic.

- Successful completion an ILS/ALS FTO for the current level of certification at time of application.
- Current physical examination by a physician stating no exclusions to the exertion level of potential training and job duties.
- Pass a pre-entrance physical agility test.
- Successful acceptance of the RAT Team application.
- Successful passing of the RAT Team interview.

Trainee Level

The Trainee level is a probationary member of the RAT Team currently participating in the RAT Team Training Course. These probationary members are not allowed to respond to any RAT mission as a RAT Member. This includes but is not limited to any technical rescues that include travel into the alpine environment, high-angle rescues, swift water rescues, and trail rescues. Failure to complete the training program does not exclude the individual from future training programs and will be at the discretion of the Team Administrator(s). A final written, practical, physical agility and medical scenario test will follow completion of the course for advancement to the next level and member status. A trainee failing to attend all trainings will not be considered for final testing until missed classes are made up. No RAT allowance is available for trainees.

Trainee Level Expectations:

- Attendance at ALL RAT Training Classes unless excused with prior authorization. Two absences will result in immediate expulsion of the program.
- Trainees will be responsible for acquiring all required personal gear as listed in this SOP prior to the start of class. Specialty alpine and water gear may be rented prior to training session.
- Trainees must have their “10 Essentials” at every class, field or didactic, as well as prepared to show instructors upon request.
- Trainees will have written evaluations from all trainings by the instructor. The trainee is expected to read evaluation and add comments as needed. If needed corrective actions may be offered with the expectation of the trainee to complete.
- Written tests and quizzes have a required passing score of 75%.
- Pre-class study is required.
- Maintaining good standing with AMR Operations and the Medical Director.
- Class sizes are limited and candidates will be given preference by certification level (Paramedic, Intermediate, Basic) and lead status (Lead Paramedic then Non-lead Paramedic) with AMR.
- Competent knowledge of the RAT Team medical protocols.
- Completion of the Trainee Level task book

Support Level

The Support Level member must have successfully completed the Initial RAT course and its associated testing procedures. The Support Level member must also have completed the Support Level task book within one year of completing the Initial RAT course. The Support Level member can be an EMT- Basic, EMT-Intermediate, or EMT-Paramedic.

Support Level Expectations:

- Complete the Support Level task book within one year of issuance upon successful completion of the Initial RAT course. The task book is not required of any Support

Level RAT Team member who obtained the status prior to 2003 and is in good standing with Operations and the Medical Director.

- Participate in at least four RAT missions or Wildfire standby as a RAT Team member in the next year following completion of the Support Level task book. This criterion may not be allowable depending on call volume or disaster occurrence. RAT Team Administrator(s) may utilize discretion when designating a Support Level member based on this criteria.
- Attend annual Mobile Health Care Training.
- Attend annual S130/190 Wildfire refresher training.
- Attend annual Level I Avalanche refresher course.
- Attend a minimum of 75% of the RAT refresher trainings in accordance with the training standard.
- Successful completion of annual written, practical, physical agility, and medical scenario test.
- Maintain a physical fitness level to meet the demands of the mission duties.
- Staff extra shifts on a designated RAT unit as a RAT Team member.
- Be in good standing with AMR Operations and the Medical Director to function in the ILS/ALS environment.
- Support Level members must not deploy individually on missions and must be accompanied by a Rescue Level member. It is expected that these individuals have strong intermediate knowledge of advanced rescue systems, advanced wilderness travel, and basic SAR operations for the medical unit. It is expected that they have a strong working knowledge of medical protocols. The Support Level member is also recognized as an individual with limited field rescue experience.
- Act as Assistant Instructor for a RAT Team refresher training or initial RAT Team course.

Rescue Level

The Rescue Level member is recognized as the Gold Standard for the RAT Team. The Rescue Level candidate must have been acting as a Support Level member meeting all expectations for a minimum of one year following the completion of all Support Level criteria. The Rescue Level candidate shall be issued a Rescue Level task book and have it completed within one year of issuance to be considered for Rescue Level status. The Rescue Level member shall also be a Lead Paramedic in good standing with AMR Operations and the Medical Director.

Rescue Level Expectations:

- Complete the Rescue Level task book within one year of issuance. The task book is not required of any Rescue Level RAT Team member who obtained this status prior to 2003 and is in good standing with Operations and the Medical Director.
- Participate in a significant leadership role in at least four RAT missions or Wildfire standby as a RAT Team member. This criterion must be in addition to that of the Support Level mission requirement. This criterion is mandatory and must be completed regardless of call volume or disaster occurrence.
- Attend annual Mobile Health Care Training.
- Attend annual S130/190 Wildfire refresher training.
- Attend annual Level I Avalanche refresher course.
- Attend a minimum of 75% of the RAT refresher trainings in accordance with the training standard.
- Successful completion of annual written, practical, physical agility, and medical scenario test.

- Maintain a physical fitness level to meet the demands of the mission duties.
- Staff extra shifts on a designated RAT unit as a RAT Team member.
- Be in good standing with AMR Operations and the Medical Director to function in the ALS environment.
- It is the standard that the RAT Team will deploy as a two member unit with the Rescue Level member leading the unit. It is expected that a Rescue Level member is capable of being a team leader and perform with an advanced knowledge of advanced rescue systems, advanced wilderness travel, advanced knowledge of SAR operations for the medical unit, and advanced knowledge of the RAT Team protocols.
- Act as Lead Instructor for a RAT Team refresher training or initial RAT Team course.
- Assist Support Level or Rescue Level candidates with their associated task books.

Personal Gear

It is required to maintain a minimum amount of gear to operate as a Reach and Treat Team member. It is the responsibility of the individual member to maintain the following list of gear in operational status and must be possessed during any team function (including training, mission, or unit staffing). American Medical Response will provide individual team members an allowance to be utilized in accordance with the Reach and Treat Team Gear Purchase Policy. AMR will also provide a cache of team gear to be utilized by the group as a whole during missions, trainings, or special functions.

Required Personal Rescue Gear (The numbers in parentheses are the average retail cost for medium to high quality gear that is minimally acceptable to do the job)

- Avalanche Safety Equipment: Transceiver, probe, shovel (\$340)
- Backpack: Minimum of 4500 cubic inches or 75 liters capacity (\$400)
- Chest harness: CE or UIAA approved (\$40)
- Climbing helmet: CE or UIAA approved (\$50)
- Climbing or rescue harness: CE or UIAA approved (\$60)
- Clothing: *Water gear; Wet/dry suit, neoprene water shoes and gloves (\$640)
- Clothing: Base layer top and bottom (lightweight polypro or equal), socks (\$140)
- Clothing: Gloves; storm and leather (\$160)
- Clothing: Head gear; storm and bill style (\$45)
- Clothing: Mid-weight to heavy-weight layer (\$300)
- Clothing: Outer layer; Gore-Tex® or equal jacket, pant, bibs, gaiters. (\$800)
- Crampons: 12 point rigid or flexible (\$180)
- Hardware:
 - Mechanical ascenders or set of Purcell prusik (\$40)
 - 4-6 non-locking gate Carabiners (\$50)
 - 4-6 locking gate Carabiners (\$200)
- Headlamp (\$40)
- Mountaineering axe (\$80)
- Navigation: Compass, maps, UTM grid reader, GPS device (\$360)
- Personal belay or rappel device (Rappel-8 is not an approved belay device) (\$18)
- Plastic or leather climbing boots (crampon compatible) (\$300)
- Snow Travel Gear: Snowshoes (\$150)
- Software:
 - Set of Purcell prusik or mechanical ascenders (\$40)

- 30 feet of 8mm or equivalent strength Cordelette (\$18)
 - Multiple lengths of 1 inch tubular webbing (\$19)
 - Survival Kit:
 - Matches or other fire starter (\$5)
 - Multitool (\$120)
 - Survival food (\$20)
 - Tarp or bivouac sack (\$180)
 - Water bottle (\$15)
 - Whistle (\$5)
 - UV Light Eye Protection: Glacier glasses, goggles, sunglasses (\$180)
- *Water Gear: Wet suit/dry suit is utilized to prevent hypothermia and reduce the risk to the rescuer during water entry or surface craft use. RAT Team members must wear a wet suit/dry suit whenever entering the water on a rescue or recovery incident. In addition to a wet suit/dry suit a water helmet and PFD must also be worn.
- Average total start up cost at retail value: \$4955

Team Gear

In addition to the standard complement of 911 related medical equipment, it is required to maintain a minimum amount of gear to operate as a Reach and Treat Team. It is the responsibility of the company (AMR) to provide a cache of gear to supplement the individual's required gear. The following list of gear must be maintained in an operational status and available on each active RAT unit, Wildfire Response unit, or other Specialty Response unit.

Patient Packaging Supplies

1-Litter with 4 steel carabineers and litter harness attached
1-Complete SKED with Oregon Spine Splint inside
1-RAT duffel bag with medical kits inside
1-Rope pack containing 2 static 1 dynamic ropes
1-Pack containing assorted hard/software
2-King radios with associated battery packs
1-Backboard with spider straps
1-Insulating foam pad
1- sleeping bag

Hardware & Software

2-60m Static ropes
1-60m Dynamic rope
3-Blue 15 ft webbing
3-Red 25ft webbing
4-Long Prusiks
8-Short Prusiks
1-30ft Cordelette
9-Carabiners
7-PMP
1-Brake Rack
4-Edge protectors
1-Set of passive rock protection
1-Set of Ice Screws

RAT Medical Kit

Airway Component	
1-BVM	1- Large Stylet
1-Pneumo Kit	1-Laryngoscope Handle
1- Quick Trach	1- #3 Mac and #3 Miller
1-King Airway #4	1 OPA 80mm and 100mm
1 each ETT size 5.5-8.5	1-NPA 24mm and 30mm
1- Adult tube holder	1- Sm&Lg blade lights
1-box of 4 "AA"battery	1-10cc and 60cc syringe
1-Tongue depressor	1-suction device
1-Color metric and EID	2-Lubricating gel
Oxygen Delivery Component	
1-Nasal cannula	
1-Nonrebreather mask	
1-Handheld nebulizer	
1-Mask nebulizer	
1-End tidal cannula	
IV Component (divided into two packs)	
2-1000cc NS bag	½" non-sterile 4x4
2-Macrodrop tubing	20-ETOH prep
2-Dial-a-flow device	8-Iodine prep
2-Extension set	10-Bioclusive
2-Pressure infusion bag	2-1" tape
2-IV cath (16-22ga)	2-Tourniquet
2-Sharps shuttle	Assorted nitrile gloves
2-Syringe (1, 3, 5, 10, 20cc)	
1-Tubex injector	
2-Needles (23, 25ga)	
4 Filter straw	
4-Twinpacks	
Medication Component	
20-Acetazolamide 250mg tabs	
1-Adenosine 6mg	

2-Adenosine 12mg	
1-Albuterol inhaler	
3-Amiodarone 150mg	
20-Aspirin 81mg tabs	
1-Atropine 20ml	
1-Calcium 10ml	
1-Cefazolin 1gm	
2-Dexamethasone 10mg	
2-Dextrose 25gm	
2-Diphenhydramine 50mg	
1-Epinephrine 30ml	
1-Flumazenil 5ml	
1-Furosemide 100mg	
1-Glucagon 1mg	
1-Hypertonic saline 500cc	
20-Ibuprofen 200mg tabs	
2-Inapsine 5mg	
2-IPratropium 0.5mg	
1-Lidocaine 50ml	
2-Magnesium 1gm	
1-Naloxone 20mg	
1-NTG bottle of 0.4mg tabs	
4-Ondansetron 4mg IV	
4-Ondansetron 8mg SL tabs	
1-Oral glucose	
1-Sodium bicarb amp	
2-Vasopressin 20units	
1-Vecuronium 10mg	
1-Glucometer	
1-BP cuff and stethoscope	
1-Hyperthermic thermometer	
1-Hypothermic thermometer	
Trauma Component	
1-10x30 Trauma dressing	1-SAM splint
2-8x10 ABD pad	5-Triple antibiotic ointment pack
2-5x9 ABD pad	1-Hemorrhage tourniquet
4-4x4 Sterile gauze	1-Quick-clot dressing
2-4" Gauze roll	1-2" Tape roll
2-5x9 Petrolatum dressing	1-1" Tape roll
2-Triangle bandage	1-Trauma shear

**INTERNAL POSITION ANNOUNCEMENT****RAT Team Administrator**

PRIMARY FUNCTIONS: To assist with the coordination, development, and training of the Reach and Treat Team as well as management activities of the team.

PRINCIPAL RESPONSIBILITIES:

- A. Functions as a lead RAT paramedic and staffs one RAT Team position.
- B. Assists with initial training programs for prospective RAT candidates.
- C. Interface with sheriff and SAR agencies.
- D. Represents AMR at Mt. Hood SAR Council.
- E. Assists with coordination of wildfire contracts.
- F. Development of protocol and curriculum changes in conjunction with the CES Coordinator and the Medical Program Director.
- G. Assist the Clinical and Education Services (CES) Department with training and development programs.
- H. Other Duties as assigned.

QUALIFICATIONS:

- I. Current Oregon paramedic certification, or eligible for OR certification.
- J. Extensive alpine climbing, canyoneering, swiftwater and backcountry travel experience.
- K. Minimum three years as a RAT Team member or equivalent.
- L. Prior experience with RAT Wildland responses or equivalent.
- M. Knowledge of OSHA, ASTM and ANSI standards for rope rescue, SAR and water rescue.
- N. Knowledge of RAT Team policy and procedure.
- O. Prefer at least 2 years experience with a volunteer SAR group, involved in mountain and/or backcountry SAR
- P. Prefer experience instructing RAT Team members and RAT Courses or equivalent.
- Q. Successful completion of Oregon State EMS FTEP Course once in position

POSITION REPORTS TO: Special Programs Supervisor Operations Manager

Employees who wish to apply for an open position must submit a letter of interest, internal application, or resume to the HR Dept, One SE 2nd Ave, Portland, OR 97214;
(Fax) 503-736-3462 or (E-mail) cchristian@amr-ems.com

Position Posting October 30, 2008 Position Closes November 7, 2008

A copy of the complete job description is available upon request.
AMR is an Affirmative Action / Equal Opportunity Employer M/F/V/D.

ATTACHMENT G: RIVER SAFETY PROGRAM

Minimum: Development and implementation of a river safety program providing appropriately trained and equipped personnel available to safely provide surface water rescue 12 hours a day/7 days a week coverage from Memorial Day weekend through Labor Day weekend. Program must address interagency cooperation with police and fire agencies.

Proposer should include a description of specific training, personnel commitments, equipment, and budgeted funds committed for this program.

“The chance that a person will drown while attending a beach protected by USLA-affiliated lifeguards is one in 18 million.”⁵

⁵ Based on the last 10 years of reports from USLA affiliated lifeguard agencies.

AMR's is a USLA accredited team. To meet USLA standards, AMR has adopted a training program with core curriculum as well as additional site-specific training. The River Rescue Team lifeguards are *not* the same as pool lifeguards, but instead, they are highly trained and certified professionals with expertise in lifeguarding, swift water rescue, and medical care.

After 13 people tragically drowned at Glenn Otto Park on the Sandy River in Multnomah County over a five-year period in the late 1990s, AMR worked with local officials and civic leaders to create a pioneering, on-site river safety and rescue program using EMS personnel (EMTs and paramedics) trained as open water technicians specializing in swift water rescue. In 2002, after three people drowned in less than a month at High Rocks Part on the Clackamas River, we doubled our program to cover that site as well. Our combined program aligns with the standards and level of professionalism with the United States Lifesaving Association (USLA), which is recognized internationally as the gold standard for accreditation.

The AMR River Safety and Rescue Program is the only one of its kind exclusively operated by a private EMS provider and supported by strong community partnerships. AMR was honored with the 2010 prestigious Higgins & Langley Memorial Award for Program Development in Swift Water Rescue. The team has also received several State EMS Awards, the Thomas Award, a Rosarian Award, CCFD Civilian Award and Community Safety Appreciation Award from the Clackamas County Chamber of Commerce.

The lifesaving medal and accompanying citation below awarded to AMR River Rescue Specialist Thomas Koehler illustrates that intervention must be swift and effective as opposed to a program requiring a response to the location.

Oregon EMS Lifesaving Medal

This award recognizes acts of personal valor or heroism in the delivery of line emergency medical care, and in good judgment results in the saving of a life under extreme conditions and in extraordinary circumstances.

On the afternoon of August 22, 2009, AMR River Rescue Specialist Thomas Koehler was on station at High Rocks Park in Gladstone. Despite recent heat records park attendance was low. During a routine „census check“, Koehler was alerted by bystanders that someone was in trouble near the southern boundary of the park. He quickly reached a frantic group of swimmers who said a boy had just slipped below the surface while attempting to swim across the river. The family and friends directed Koehler to the last seen position and he began a series of surface dives to search for the victim while his partner activated additional water rescue resources. The cold swift moving water afforded poor visibility. On his first two dives, Koehler was unable to overcome the buoyancy of his personal flotation device to dive deep enough.

The “book” says a rescue swimmer wearing floatation can reach a submerged victim up to ten

feet below the surface. On his third dive, Koehler powered through the pull of the river and his life jacket to reach the victim, Erick Durano, submerged and lifeless fourteen feet down. Erick had been underwater about four minutes.

"I could finally see him on the bottom, grabbed his arm and pulled him up," states Koehler. At the surface, he swam with the victim to a rock about ten meters toward the shore. A family member helped pull Erick onto a rock, where Koehler assessed his condition, and they immediately started CPR. The rock, about three feet across, was just big enough to hold the two men and the young victim-- with his legs hanging over into the water.

An AMR ambulance crew arrived quickly. Erick was moved from the rocks to the shore and up the slope to the ambulance. He was successfully resuscitated and regained a heart rhythm with pulses. A month later, fourteen year old Erick Durano was well enough to go back to school.

AMR's River Safety program is an immediate lifesaving response team. We locate individuals over broad sections of waterways and respond immediately. Our approach to prevention and immediate action within the first 30 seconds **saves lives**.

It took several years for AMR's program to develop and achieve certification from the USLA. The program is unique in the U.S. and is the only certified agency that guards solely in a swift water environment. Because prevention has been an important component of the program, we also developed a life jacket loaner program offering free daily use of over 150 life jackets (sizes from infant to adult) to visitors of the park.

This year will mark the 15th season for the program. In 2012, we realized a decrease in drowning incidents of 98 percent, which translates to 70 lives saved based on pre-program drowning statistics.

Our team consists of 25 Swift Water Rescue Specialists covering the two sites from Memorial Day through Labor Day. We often extend the season if high temperatures continue after Labor Day. Enhancements have been integrated to the program over the years. Our Rescue River Program Specialist, Taneka Burwell-Means, has been with the program for more than 10 years. She is an experienced USLA instructor, serves on the regional USLA Board, and is our representative at their annual meetings and conferences. Her extensive experience in river geography and hydrology have been instrumental in developing staffing that is adapted to fit the areas needs. Her flexible scheduling system accommodates warm weather visitors on short notice and has enhanced the safety of the site for both visitors and lifeguards alike.

We have been able to retain most of our seasoned River Rescue workforce from one season to the next. About half of our team members now work as EMTs on ambulances during the off-season, which allows us to start with significant bench strength year after year. In a perfect world, the goal of our program would be to have no rescues at all, but we do the next best thing. We diligently work to prevent incidents from escalating to tragedies by measures such as preventing a non-swimmer from jumping into the river or getting a poor swimmer to wear a life jacket. We provide constant outreach to warn visitors of the hazards inherent at each site. Our specialists monitor water temperature, current speed, underwater hazards and public census at each site throughout each day. This includes daily in-water assessments at proscribed intervals. Even the most seasoned swimmer can be taken by surprise in the swift moving water, but are less inclined to exercise risky behavior after an on-site expert has informed them of the risks.

High Rocks Park

According to the USLA, the most challenging assignment for a lifeguard is safeguarding natural bodies of water, referred to as open water. Unlike pools and waterparks, crowd conditions, water currents, waves, dangerous animals, weather, and related conditions of open water differ greatly and pose unique obstacles to maintaining water safety. The responsibilities of open water lifeguards include a wide variety of special assignments.

The Clackamas River at High Rocks Park is challenging by any standards. It is comprised of a large outcropping of hazardous rocks next to the I205 bridge crossing. The park attracts adventurers who enjoy jumping from the high rocks. The upstream border is the I205 bridge where the river makes an "S" bend causing the river's speed to increase before it enters a steep rock-lined chute. This combination of factors creates turbulent undercurrents causing extremely hazardous conditions on this particular stretch of the Clackamas River.

River Rescue training continues through the season including joint training sessions with the fire and sheriff departments conducted monthly in both Multnomah and Clackamas Counties. The Clackamas County Water Rescue Consortium: Clackamas County Sheriff's Office, Clackamas County Fire District #1, Lake Oswego Fire Department, TVF&R, Sandy Fire District, Multnomah County Sheriff's Office, and Gresham Fire Department are all participants in regular joint training with River Rescue crews. Interagency training and cooperation has been crucial to the success of the program.

Minimum Equipment Standards

The following standards are required for operating the River Rescue Program:

Water Safety Education

AMR's River Rescue Team has become the expert that media outlets and others turn to for water safety messages. Each year, team members participate in community events to share information on water and pool safety for children and parents. In 2011, Safe Kids Portland Metro/AMR was awarded a water safety grant from Safe Kids Worldwide in the amount of \$3,000. Funds were used to purchase life jackets for the loaner program, the creation of two water safety banners and support for water safety educational programs. In 2012, we received a grant providing pool safety materials from the Consumer Product Safety Commission (CPSC) designed to raise awareness about home water safety that are distributed at events throughout the season.

River Rescue Safety Public Education Events

River Rescue Program Highlights in 2012

AMR's River Rescue Program marked its 14th year of service on the Sandy River at Glenn Otto in Troutdale, and 11 years of service on the Clackamas River at High Rocks in 2012. This year we were again certified as an Advanced Agency through the USLA, accrediting our program as the highest standard in the nation for open water lifeguards.

Our Loaner Lifejacket Program received 20 larger sized PFDs from the Safe Kids grant that was awarded last year. We also saw an improvement in adult (133) and child (438) PFD use at High Rocks. We continued to provide nine water safety seminars for day camps and youth groups at Glenn Otto, directly contacting 189 children. We also provided public education at five safety fairs throughout the season.

AMR provided water safety crews for several events, including "The Sandy River Showdown," a kayak/SUP race on the Sandy River, "XTERRA," a triathlon at Haag Lake, "The Big Float 2," a tubing event on the Willamette, and "The Clackamas River Clean Up," an event we have participated in every year since it started 10 years ago.

Recommendations for the Future

AMR believes that today's best is tomorrow's average. As such, we continually look for ways to improve our service. As is often the case, the best ideas come from those on the front line, so we engage our team throughout the year and specifically in a "season-end after action critique" to make recommendations for improvements. For example, the team's top recommendation for this year is to re-petition the City Councils to allow use of the International Warning Flag System that is a good visual tool to warn people of ever-changing conditions and as a warning that

water conditions are more dangerous than they appear. This flag system has proven effective in other areas to reach people even if they avoid direct contact with lifeguards or who do not speak English.

River Water Rescue Curriculum

Required Course Curriculum

1. Basic rescue – Knowledge and Skill Objectives
 - a. Identify the importance of maintaining a position of safety when effecting a rescue
 - b. Identify appropriate methods of entry based on water conditions (shallow, deep, unfamiliar, surf)
 - c. Identify characteristics of proper approach to a victim
 - d. Identify considerations when making contact with victim
 - e. Identify appropriate victim approach for different rescue situations (front surface, rear, or underwater)
 - f. Identify value of an arm assist or cross-chest carry for a given rescue situation
 - g. Identify appropriate methods of lifting and removing a victim from the water
 - h. Identify the priority of resuscitation over removal of a victim from the water
 - i. Identify the general principles of defense, release, and escape from a panicked victim
 - j. Identify advantages and disadvantages of using swim fins during rescues
 - k. Identify advantages and disadvantages of reaching, wading, and throwing assists
 - l. Identify the need to assess for spinal injury prior to effecting a rescue or moving a victim
 - m. Identify physiological response and behavioral sequences in victim recognition
 - n. Demonstrate stride jump, shallow water dive and porpoising
 - o. Demonstrate heads-up breast stroke, heads up crawl stroke, and quick reverse
 - p. Demonstrate front surface approach, rear approach, submerged victim approach and level off
 - q. Demonstrate the arm assist and cross-chest carry
 - r. Demonstrate appropriate methods of lifting and removing a victim from the water
 - s. Demonstrate releases and escapes from a panicked victim(s)
 - t. Demonstrate donning and use of swim fins in rescue
 - u. Demonstrate donning and clearing of mask and snorkel and surface dive to recover a minimum 150-pound victim from a depth of at least 10 feet of water
 - v. Demonstrate proper spinal injury management during a rescue
2. Professional Lifeguarding Knowledge and Objectives
 - a. Identify primary and secondary functions of a lifeguard
 - b. Identify need for policies and standard procedures
 - c. Explain role of public relations in lifeguarding
 - d. Identify proper methods of communicating with the public
 - e. Identify functions of tower systems, particularly those used by the agency
 - f. Identify use of mobile vehicle support
 - g. Identify uses of both power and non-power vessel support

- h. Identify correct way to interface with other local agencies including ambulance, police, rescue
 - i. Identify importance of equipment maintenance
 - j. Identify factors that increase the risk of in-service training
 - k. Identify need for skin and eye protection from environmental exposure
 - l. Identify risks of personal injury to lifeguards posed by trauma and biohazards during training and rescue responses
 - m. Identify methods of promoting personal safety through stretching exercises, use of wetsuits and protective gear, and use of rescue equipment
 - n. Identify need for and methods to access back-up in emergencies
3. Environmental Conditions – Knowledge Objectives
- a. Identify various types of waves and forces effecting their formation
 - b. Identify characteristics and means of recognizing types of currents experienced in the waters served
 - c. If rip currents are present at beaches served, identify each of various types of currents
 - d. Identify hazards associated with the following:
 - i. Rip currents
 - ii. Longshore currents
 - iii. Tidal currents
 - iv. River currents
 - v. Inshore holes
 - vi. Rocks
 - vii. Reefs
 - viii. Lightning
 - ix. Offshore winds
 - x. Bottom contours and composition
 - xi. Jetties and piers
4. Communications – Knowledge Objectives
- a. Identify basic functions of a communications system
 - b. Identify usefulness and limitations of the following means of communication:
 - i. Personal contact
 - ii. Whistle USLA guidelines
 - iii. Flags
 - iv. Telephones and intercoms
 - v. Two-way radio
 - vi. Public address systems
 - vii. Megaphones
 - viii. Hand signals
 - ix. Signs
 - c. Identify the following arm signals from a lifeguard in the water:
 - i. Assistance required
 - ii. Resuscitation required
 - iii. Missing swimmer (Code X)

- d. Identify the following arm signals from a lifeguard on shore:
 - i. Return to the beach
 - ii. Go farther out
 - iii. Go left
 - iv. Go right
 - v. Stay there or search there
 - e. Identify the “no swimming” flag and the diver flag
 - f. Identify the following signs when used:
 - i. Swimming permitted
 - ii. Swimming prohibited
 - iii. Surfing prohibited
 - g. Identify appropriate telephone procedures
 - h. Identify appropriate radio procedures if two-way radios are used
 - i. Internal radio procedures
 - ii. Radio procedures with other agencies
 - i. Demonstrate all methods of inter-lifeguard communication used by agency including:
 - i. Hand/arm signals
 - ii. Whistle systems
 - iii. Two-way radios
 - iv. Telephones
 - j. Demonstrate all methods of lifeguard to swimmer communications by the agency including:
 - i. Personal contact
 - ii. Whistle
 - iii. Public address systems
 - iv. Megaphones
 - v. Signs
5. Records and Reporting – Knowledge Objectives
- a. Identify need for precision in keeping written records
 - b. Identify important to be included in an accident report
 - c. Identify the importance of incident and activity reports as legal documents
 - d. Identify the need for keeping accurate statistics on agency activities
6. Preventive Lifeguarding – Knowledge Objectives
- a. Identify ways to recognize potential victims and proper water scanning techniques
 - b. Identify hazards experienced at the locale
 - i. Calm and rough water
 - ii. Warm and cold water
 - iii. Jetties
 - iv. Piers
 - v. Storm drains
 - vi. Rocks
 - vii. Reefs

- viii. Creeks or streams
 - ix. Rip currents and other water currents
 - x. Water animals, particularly those that can cause harm
 - xi. Surf
 - c. Identify indications and signals of distress from:
 - i. Power boats
 - ii. Sail boats
 - iii. Divers
 - iv. Surfers including board sailors
 - d. Identify value of an offshore platform in management of swimming crowd and identifying victims in distress
7. Rescue Techniques and Procedures – Knowledge Objectives
- a. Identify usefulness and limitations of rescue tube and rescue can in the following situations
 - i. Unconscious victim
 - ii. Multiple victim rescue
 - iii. Defense against a panicked victim
 - iv. Rescue breathing in the water
 - b. Identify usefulness and limitations of the rescue paddleboard in the following situations:
 - i. Long distance rescue
 - ii. Multiple victim rescue
 - iii. Rough water on high surf rescue
 - iv. Artificial respiration on a rescue board
 - v. CPR on a rescue board
 - c. Identify usefulness and limitations of the landline, if used in the following situations:
 - i. Rescue of a single victim
 - ii. Rescue of multiple victims
 - iii. Special situations
 - d. Identify considerations of the following rescue situations where they may develop on beaches served:
 - i. Rescue from a pier
 - ii. Rescue from rock areas
 - iii. Rescue of scuba diver
 - iv. Rescue of victims in a rip current
 - v. Rescue of victims in various surf conditions
 - e. Identify benefits, limitations and proper methods of using powered and non-powered vessels for the following tasks:
 - i. Preventive lifeguarding
 - ii. Calm water rescue
 - iii. Rough water rescue
 - iv. Multiple victim rescue
 - v. Victim transport
 - vi. Victim resuscitation and CPR

- f. Demonstrate the use of the rescue tube or rescue can for the following situations:
 - i. Conscious victim
 - ii. Unconscious victim
 - iii. Panicked victim
 - iv. Artificial respiration in the water
 - v. Multiple victims
 - g. Demonstrate the use of the rescue paddleboard in the following situations:
 - i. Conscious victim
 - ii. Unconscious victim
 - iii. Artificial respiration on a rescue board
 - iv. Multiple victims
8. First Aid in the Aquatic Environment – Knowledge Objectives
- a. Identify conditions that warrant suspicion of head, neck, and back injuries
 - b. Identify methods of handling head, neck, and back injuries
 - c. Identify the symptoms and treatments for the following injuries or medical problems:
 - i. Injuries caused by dangerous water animals and organisms in the locale
 - ii. Drugs/alcohol
 - iii. Heat cramps, heat exhaustion and heat stroke
 - iv. Sunburn
 - v. Hypothermia
 - vi. Near drowning (water aspiration)
 - d. Demonstrate methods for safely extricating a person with head, neck or back injuries from distress
9. Search and Recovery – Knowledge Objectives
- a. Identify methods for establishing landmarks in searches for submerged victims
 - b. Identify the usefulness and limitations of the line sweep and circular sweep search patterns
 - c. Identify the usefulness and limitations of the use of mask, fins, and snorkel in search and rescue operations
 - d. Identify the usefulness and limitations of scuba in search and rescue operations
 - e. Identify considerations in body recovery
 - f. Identify line and shore signals for search and recovery
 - g. Identify use of range marks in fixing the “last known point” of the victim prior to submersion
 - h. Demonstrate a line sweep or circular sweep search
 - i. Demonstrate use of range marks



INTERNAL/ EXTERNAL JOB POSTING:

River Rescue Technician

River Rescue Technician Multnomah/Clackamas Counties

2013 Seasonal Position: Memorial Day to Labor Day

PRIMARY FUNCTIONS:

SUMMARY: To perform water rescue duties, both prevention and intervention, in and around the Sandy River at Glenn Otto Park and at High Rocks on the Clackamas River, as well as other open water environments during special events. Function as the Incident Commander for water rescues until the Multnomah or Clackamas County Sheriff's Office Marine Unit or SAR Coordinator arrives on scene.

PRINCIPAL RESPONSIBILITIES:

- A. Performs water safety prevention duties in an advisory capacity, to public and media.
- B. Notifies, via radio, the appropriate Police Department of any criminal or alcohol related activities in the park limits.
- C. Inventories and maintains all water rescue and medical equipment daily.
- D. Evaluates water conditions daily at the beginning of shift, including:
 1. Shore-based evaluation of current channels and flow conditions
 2. In-water evaluation of eddies and hydraulics.
- E. Performs shore based rescue techniques, including, but not limited to:
 1. Rope deployment
 2. Buoy deployment
 3. Floatation throw
- F. Performs surface rescue techniques in river and open water conditions, including, but not limited to:
 1. Paddle to subject with a sit on top kayak and tow to shore
 2. Swim to subject and deploy rescue can or buoy
 3. Contact rescue of subject on surface or within 5 feet of surface.
- G. Assists Multnomah or Clackamas County Sheriff Marine Unit with water activities when requested.
- H. Participates in monthly skills drills.
- I. Adheres to the AMR River Rescue Program Standard Operating Guidelines.
- J. At the direction of the Program Coordinator, responds to incidents and events outside the assigned site.

MINIMUM QUALIFICATIONS:

1. Current EMT, Advanced EMT or Paramedic with the State of Oregon
2. Current CPR
3. Ability to swim 500 meters in 10 minutes or less.
4. Ability to multi-task and prioritize.
5. Ability to work independently and as a team member under the direction of the Program Coordinator.
6. Ability to employ discretion and confidentiality in sensitive areas.
7. Ability to perform the essential job functions.
8. Regular and predictable attendance.
9. Current Driver's License; able to meet AMR driving policy standards.

To apply access the EMSC Portal –
Go to <https://portal.emsc.net/home/default.aspx>
Access the “EMSC Common Links” section on the right-hand corner.
Select “Success Factors Recruiting”
“Careers”

Posted: February 9, 2013

Posted Until: March 31, 2013

*A copy of the complete job description is available from Human Resources.
AMR is proud to be an EEO/AA employer.*



4
LANE MILLER
MANAGER

PURCHASING DIVISION

Board of County Commissioner
Clackamas County

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Members of the Board:

Approval to Purchase two 114SD Freightliner Dump Trucks
From McCoy Freightliner for the Department of Transportation and Development

Purpose/Outcomes	Approval to Purchase two 114SD Freightliner Dump Trucks that will replace vehicles #487 and 483, which has reached the end of their usable service life.
Dollar Amount and Fiscal Impact	The cost for each vehicle is \$ 163,389.00. For a total cost of \$326,778.00
Funding Source	Funds for this purchase have been budgeted under Road Funds, FY 2013/2014 under line; 215-2410-00-485520.
Safety Impact	None
Duration	None
Previous Board Action	None
Contact Person	Warren Gadberry at 503-650-3988
Contract No.	HT11-12

BACKGROUND:

The Transportation Maintenance Division is ready to proceed with the purchase of two 114SD Freightliner Dump Trucks. The two Dump Trucks will be purchased through a HGACBuy contract from McCoy Freightliner in Portland, Oregon. The trucks will be used for general road maintenance work. The units will replace vehicles #487 and 483 which are at the end of their usable service life. This purchase has been reviewed by Fleet Services.

This Permissive Cooperative Procurement complies with ORS 279A.215 and qualifies for an exemption from formal competitive bidding under LCRB Rule C-046-0430; Contracts for the purchase of goods or services where competitive offers for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS Chapter 279.

RECOMMENDATION:

Staff respectfully recommends that the Board give approval to the Clackamas County Department of Transportation and Development, Transportation Maintenance Division to purchase two 114SD Freightliner Dump Trucks. Total purchase amount not to exceed \$326,778.00.

Respectfully Submitted,

Dan Nenow, C. P. M.
Purchasing Staff

Placed on the Agenda of February 20th, 2014 by the Purchasing Division

5

Approval of Previous Business Meeting Minutes

January 23, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, January 23, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner John Ludlow, Chair
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith**

EXCUSED: Commissioner Jim Bernard

I. CALL TO ORDER

- Roll Call

Commissioner Bernard is attending another meeting and will not be in attendance today.

- Pledge of Allegiance

Chair Ludlow stated we will do the Public Hearing prior to Citizen Communication.

III. PUBLIC HEARING

1. Board Order No. **2014-02** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Oregon City for a Portion of Thayer Road (County Road #0443, DTD #32003), and All of Thayer Court (DTD #32106), Falcon Drive (County Road #2927, DTD #32056) and Connie Court (County Road #3080, DTD #32084)

Mike Bezner and Rick Maxwell, Department of Transportation and Development presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak on this matter, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Oregon City for a Portion of Thayer Road and All of Thayer Court, Falcon Drive and Connie Court.

Commissioner Schrader: Second.

Clerk to call the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye. The motion is approved 4-0.

II. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Gillian Gates, Portland – spoke in support of AMR.
2. Charles Savole, Milwaukie – concern about the Ambulance decision.
3. Sarah Stoll, Tuner - concern about the Ambulance decision.
4. Zackary Mesberg, Portland – concern about the Ambulance decision.
5. Mandy Gold, Portland - concern about the Ambulance decision.
6. John Erickson, Oregon City – shared a personal experience with AMR – supports AMR.
7. Christina Santoyo, Oregon City - concern about the Ambulance decision.
8. Mike Raschio, Milwaukie - concern about the Ambulance decision.
9. Eric Bishton, Tigard - concern about the Ambulance decision.

- 10. Les Poole, Gladstone – he is always up to speed on issues – supports AMR.
- 11. Jake Shores, Portland – concern about the Ambulance decision.
- 12. Alli Sair, Milwaukie – concern about the Ambulance decision.
- 13. Sherry Sheng, West Linn – spoke regarding Clackamas County Master Gardeners.
- 14. James Lemon, Mulino – concern about the Ambulance decision.
- 15. Frank Gmellin, Camas – concern about the Ambulance decision.

~Board Discussion~

<http://www.clackamas.us/bcc/business.html>

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Chair Ludlow: Second.

~Board Discussion on Consent item B. 1. ~

Commissioner Savas stated that because item B.1 covers some of the Budgets he did not support, he will be voting no.

Clerk to call the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: No.

Chair Ludlow: Aye. The motion is approved 3-1.

A. Health, Housing & Human Services

- 1. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Service Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities. – Social Services
- 2. Approval to purchase Two Medium Size Heavy Duty ADA Transit Coaches from Western Bus Sales for the Mt. Hood Express Service. – Social Services
- 3. Approval of a Revenue Letter of Agreement with CareOregon for Beavercreek, Sunnyside, Gladstone, and Sandy Clinic's Participation in the Patient and Population Centered Primary Care Home Payment Model (PPCPCH) – Health Centers

B. Finance Department

- 1. Resolution No. 2014-03 Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2013 and Describing Corrective Actions on Accordance with ORS 297.466

C. Business & Community Services

1. Resolution No. **2014-04** Amending Resolution No. 2011-03 for the Intergovernmental Agreement Regarding the Management of the North Urban Clackamas County Enterprise Zone
2. Acceptance of a the Clackamas County Tourism & Cultural Affairs Development Grant
3. Approval and Acceptance of the Oregon Business Development Brownfield Redevelopment Fund Grant

VI. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VII. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

February 20, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # 3078
with the Oregon Department of Revenue for
ORMAP Tools Development

Purpose/Outcomes	This IGA will provide funding to develop a data migration plan for the ORMAP Local Government Information Model. This model is used to assist in the development of Assessment Cartographic tools used by many Counties.
Dollar Amount and Fiscal Impact	ORMAP is providing \$1,700.00 which fully funds this project. No County matching funds are required
Funding Source	State of Oregon, Department of Revenue
Safety Impact	Tools developed from this project will allow A&T Cartographers to provide emergency/first responders with more accurate property boundary mapping capabilities and location services through GIS applications
Duration	Terminates June 30, 2014
Previous Board Action/Review	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts or, as in this case, a special project.
Contact Person	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding of GIS digital tax lot capture and the creation of digital Assessor's tax lot maps as well as providing funding for Counties with technical expertise to develop tools for the benefit of all ORMAP participants. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year.

The product created by funds from this IGA contract benefits the County, other Counties, the State, and most importantly, the public. Clackamas County is but a handful of Oregon Counties that has personnel with the technical expertise to develop tools for the benefit of the ORMAP program.

County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # 3078 with the State of Oregon Department of Revenue for the development of a data migration plan and ORMAP tools development.

Respectfully submitted,



David Cummings
Chief Information Officer

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT # 3078**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$1,700 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *June 30, 2014* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *July 31, 2014*.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the

County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.

- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.

- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.
- Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In

addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County

shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
 2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON

THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue

By: _____
Jennifer Jolley, Contracts Administrator

Date: _____

Telephone: (503) 945-8403
Fax No: (503) 945-8382

Authorized Agency Signature

By: _____
Stephanie Lehman, Contracts Manager

Date: _____

COUNTY:

Clackamas County

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

COUNTY PROPOSAL FOLLOWS

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Clackamas		B. Funding Cycle: Spring 2014	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$ 1,700.00	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail
Developing a data migration plan from the ORMAP Model to Local Government Information Model (LGIM). The resulting product is for use by the developers. This data and resulting documentation will be used in assisting in the development tools for the cartographers.			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
<input type="checkbox"/>	Tax Lot Conversion		
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development	Data migration into the Parcel Fabric LGIM	
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
June 30, 2014			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
LGIM Parcel Fabric	1	1	\$1,275.00
Documentation	1	1	\$425.00
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
A. Assessor's Signature & Date:	See File Copy		
F. Fiscal Coordinator – Name & Contact Number:	Eric Bohard, Applications Manager		
G. Project Coordinator – Name & Title:	Eric Bohard, Applications Manager		
E-mail address:	ericboh@co.clackamas.or.us		
Phone Number:	503-723-4814		
Mailing Address:	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045		

Section III. Detail Project Information – Answer all questions

A. Overview

1. **Describe what the project is trying to accomplish.**
This project is trying to determine the amount of effort it will take to migrate parcels into the LGIM for Parcels. This project will include a complete parcel fabric and documentation on the process.
2. **What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**
This project involves converting the parcels located in in Township 3 South, Range 1 W, in Clackamas County. These parcels are already mapped.
3. **What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a "status map" of your county.)**
N/A
4. **Describe, in detail, your technical approach to the project (such as, mapping methodology).**
This is a multistep process. The first step is to verify the topology for the study area. Next, all the associated ORMAP feature class fields will be compared the LGIM fields to find similarities and differences. Add the required ORMAP fields to the LGIM. Prep the ORMAP data for migration into the LGIM. Using the geoprocessing tools, move the ORMAP data into the LGIM.
5. **Describe the project deliverables.**
A document with field mapping and missing fields. A process for prepping the attributes for importing into the fabric. A Parcel Fabric with the necessary ORMAP fields and features for tool development.
6. **Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**
Clackamas County Technology Services Staff.
7. **How will the county cartographer integrate the deliverables into the County's maintenance plan?**
This project is for development purposes. It does not require the county cartographer to integrate a deliverable in the maintenance plan.
8. **Provide a project timeline with milestones or completion dates.**
The plan is to have the project finished by the end of January 2014.
9. **Does this project have any partnerships? If yes, please identify them.**
This project is part of the OMRAP Developers Committee attempt to evaluate the parcel editor. This project is running in conjunction with Polk County's project relate to creating a control layer with the parcel editor.
10. **Describe any innovations utilized by this project.**
This project will utilize ESRI's parcel editor on the Local Government Information Model.
11. **Detail Costs (who is paying for what).**
The ORMAP Developers approved this project. It will come out of the fund allocated to the developers.

B. Quality Control

1. **Who will be responsible for quality control (QC)?**
This is a development project. The goal is to present the final product to the ORMAP Tools committee and the various counties.
2. **Will county cartography staff review the deliverables?**
Yes
3. **Will there be a review by Department of Revenue's cartography staff?**
A sample parcel-fabric dataset will be made available for DOR's review.

4. Describe QC procedures.

After the conversion process, the data we become available for peer review by the Developer's committee. The reviewers will verify that all the required fields and features are present and properly attributed. Clackamas County GIS staff will address any recommended corrections.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No

2. Is this project part of an ongoing or multi-phased remapping project? No

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots			
Tax Maps			

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)? No

5. Is this project part of a multi-county effort? If so, please explain. Yes, this is part of the ORMAP Developers Committee's research into the parcel editor in regards to feature tools development.

6. Will the project cost be affected if it is not fully funding this cycle? This project will not happen if it isn't funded.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

2. Identify any data restrictions or licensing issues.

The deliverables are for ORMAP development purposes only.

E. Background Information

Any other information that you feel may help support the project.

G. Other Issues - Please identify.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

**PROJECT SPECIFICATION
ORMAP ESRI USER GROUP
TOOLS COMMITTEE
1/1/2011**

***INTRODUCTION (Complete before review)**

County: <u>Clackamas County</u>	Date Submitted: <u>11/4/2013</u>
Contact: <u>Jonathan McDowell</u>	Work Estimate (hrs): <u>20 hrs</u>
Phone: <u>503-723-4816</u>	Enhancement: <u>x</u> BugFix: <u> </u>
E-mail: <u>jonmcd@co.clackamas.or.us</u>	Edit Tools: <u> </u> Map Prod. Tools: <u> </u>

Project Name (short 10 word description ie: adding annotation hooks)
Developing Data Migration from ORMAP Model to LGIM for Parcels

Justification (why do it):

To create a cross walk for fields, identify what fields are needed for the LGIM, identify how long it will take to prep the data for conversion, and provide a dataset for tool development.

Brief Deliverable Overview (proposed solution): A document with field mapping and missing fields. A process for prepping the attributes for importing into the fabric. A Parcel Fabric with the necessary ORMAP fields and features for tool development.

***REQUIREMENTS (Complete before review)**

Current Process Summary (how does it work now):

Desired Process Summary (how should it work):

Assumptions/Constraints:

***DESIGN (Complete before review)**

Start State: ASAP

End State: 1/30/2014

Inputs: A portion of Township 3 South, Range 1 West, in Clackamas County in the ORMAP Data Schema.

Outputs: A Parcel Fabric version of the ORMAP Data Schema of Township 3 South, Range 1 West.

Process: Identify the LGIM fields that match ORMAP. Add missing ORMAP fields to the LGIM for Parcels model. Clean the parcel data so it is topologically correct. Add the LGIM fields to ORMAP and calculate. Add a Map Index parcel type. And import the data.

User Interface: Not Applicable

****COMMITTEE REVIEW (Only For General Release Tools)**

Approval Date: _____ Refined Time Estimate(Hours): _____
Priority: __ critical __ non-critical Approved ORMAP funding: _____
Assigned Programmer: _____
Programmer Phone & Email: _____
Help File: _____
Testing County: _____
Comments: I am not including the time to clean up the data for the project.

****WORK PROCESS (Only For General Release Tools)**

Initial Programming Completion Date: _____

Comments:

User Testing Completion Date: _____

Comments:

Review Completion Date By the Committee: _____

Comments:

Accepted For Next Release Date: _____

Comments:

User Documentation Completion Date: _____

Comments:

*Complete before committee review (Note: even if tool isn't planned on ever being added to the main trunk add the tool as a feature request to source forge and attach this document).

1. Introduction
2. Requirements
3. Design

**Complete for tools to be added to the next release or main trunk of source forge.



7

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 20, 2014

Development Agency Board
Clackamas County

Members of the Board:

APPROVING A GRANT OF EASEMENT TO NORTHWEST NATURAL

Purpose/Outcome	Grant of Easement to Northwest Natural
Dollar Amount and Fiscal Impact	Compensation in the amount of \$1.00 for the easement and additional documentation as to gas line location.
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action/Review	N/A
Contact Person	Dan Johnson, Development Agency Manager, 503 742-4325

BACKGROUND:

Northwest Natural Gas has requested the Development Agency grant an easement on property owned at 11805 SE Highway 212 to locate a gas line extension from the Agency's property to adjoining property to the west. The proposed easement is five feet in width and borders the south edge of the proposed Sunrise Corridor right-of-way. The line is needed to provide service to two industrial structures owned by Emmert International. The two structures in question were recently relocated to allow for construction of the Sunrise Corridor.

RECOMMENDATION:

Staff respectfully recommends that the Development Agency Board approve and sign the grant of easement on Development Agency property at 11805 SE Highway 212.

Respectfully submitted,

Dan Johnson,
Development Agency Manager

After recording return to:
Northwest Natural Gas Co.
Risk and Land Department
220 NW Second Avenue
Portland OR 97209

GAS PIPELINE AND UTILITY EASEMENT IN GROSS

Grantor(s): **CLACKAMAS COUNTY DEVELOPMENT AGENCY,**
the urban renewal agency of the County of Clackamas

Grantee: **NORTHWEST NATURAL GAS COMPANY,**
an Oregon corporation

For the sum of one dollar and other valuable consideration, Grantor, **Clackamas County Development Agency, the urban renewal agency of the County of Clackamas** convey(s) to Grantee, **NORTHWEST NATURAL GAS COMPANY, an Oregon corporation** its successors and assigns, an easement to install, operate, maintain, replace and change the size of a gas pipeline or pipelines and related equipment in and upon the following described property

LEGAL DESCRIPTION

A strip of land, five (5') feet in width, situated in the Northeast 1/4, Section 10, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon; being a portion of that property conveyed as "Parcel 1" within Doc. No. 2007-031754, Clackamas County Records, and being 2.50 feet each side of a centerline being more particularly described as follows:

Beginning on the West line of said "Parcel 1" at a point which is 2.50 feet South of, when measured at right angles to, the Southerly right-of-way of the OR 212/224 "Sunrise Corridor" Highway, now under construction (said point bears South 0°46'51" West 41.00 feet from a found iron rod and right-of-way angle point); thence Easterly, following along a line 2.50 feet South of and parallel with said Southerly right-of-way, also being an offset spiral and curve 122.50 feet from the highway centerline, along an arc distance of 276.37 feet (chord bears South 76°32'21" East 275.51 feet); thence leaving said parallel line, South a distance of 50.00 feet, more or less, to an existing gas service line and the terminus of said strip of land.

This easement includes the right of the Grantee to enter and use the above-described property to do or to take any of the actions described in this document.

Grantee will install the pipeline with the least amount of disturbance to Grantor(s)'s property as possible and will, to the extent practical, restore Grantor(s)'s property to the condition existing prior to Grantee's construction. Grantee will reimburse Grantor(s) for any damage to Grantor(s)'s property caused by Grantee during its use of the easement.

Grantor(s) agree(s) that no buildings or other structures or potentially large growing trees will be placed upon the easement and that no actions will be allowed that would jeopardize or interfere with the safe operation of the pipeline.

Signed this ____ day of _____, 2013

GRANTOR

By _____

Title _____

STATE OF OREGON

COUNTY OF _____

This instrument was acknowledged before me on _____ 2013 by
_____ (name(s) of person(s)) as
_____ (type of authority, e.g., officer, trustee,
etc.) of Clackamas County Development Agency.

NOTARY PUBLIC

Print Name: _____

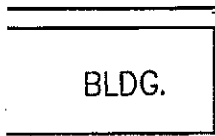
My Commission Expires:



0 50 100'
SCALE: 1"=100'

OR 212/224: SUNRISE CORRIDOR
120-FOOT OFFSET CURVE & SPIRAL SOUTH OF C/L

WIDTH VARIES



PROPOSED GAS SERVICE

5

325' x 5 FOOT EASEMENT



EXISTING GAS LINE

120'

WIDTH VARIES

EMMERT
DOC. NO.
2000-040680

CLACKAMAS COUNTY
DEVELOPMENT AGENCY
DOC. NO.
2007-031754
"PARCEL 1"

EXHIBIT B

LOCATED IN THE NE. 1/4 OF SECTION 10
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

DATE	12/11/13
DRAWN BY	GRA
CHECKED BY	DDL
REVISION	
JOB NO.	1266-93

WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 160 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

Drawing Name: J:\1266-093.13\Survey\CAD\DWG\126693ws.dwg Dec 11, 2013 - 1:27pm - gra

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Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

February 20, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Agreement to Furnish Consulting Services between Clackamas County Service District No.1, Tri-City Service District (the "Districts") and Brown and Caldwell, Inc. for Phase 1B of the Biosolids and Energy Program Development and Solids Handling Planning

Purpose/Outcomes	Planning level exploration of business solutions to reduce the overall costs of managing solids handling, energy, and biosolids by identifying technological investments to supplement existing capabilities. This entire effort is in support of Phase II of the Capacity Management Program as developed in the Tri-City WPWP Site Master Plan Update.
Dollar Amount and Fiscal Impact	Amendment No. 1 is for an amount not to exceed \$595,016. This amount will be divided equally between the two Districts. Funds for the effort are budgeted in the FY2013-14 budget for both Districts.
Funding Source	Clackamas County Service District No. 1 and the Tri-City Service District FY2013-14 Annual Budget. No County General Funds are involved.
Safety Impact	None.
Duration	February 1, 2014 to December 31, 2014.
Previous Board Action	The original contract was approved by the Board of County Commissioners (BCC) on January 19, 2012 – agenda item 011912 – VIII.2. The original contract was structured to award the work in progressive phases by bringing the scope and contract amendments back to the BCC for approval.
Contact Person	Michael S. Kuenzi, Director – Water Environment Services – 503-742-4560
Contract No.	011912-VIII.2.

BACKGROUND:

Phase 1 of the Capacity Management Program constructed new liquids treatment capacity for Clackamas County Service District No. 1 (CCSD #1) to support the existing customer base as well as to accommodate anticipated growth within CCSD #1. The Phase I effort did not include any improvements to the solids processing capabilities of the Districts because of concerns regarding concentrated rate escalation. As stated in a recent facility planning study session with the BCC. Water Environment Services (WES) has now turned its attention to planning activities to improve the management of solids handling and to the challenges posed by local Inflow and Infiltration (I&I.)

The updated Tri-City WPCP Site Master Plan recognizes that new solids handling infrastructure must be online by 2023 and that design and construction should begin by 2018 to meet this date. The current Master Plan assumed a traditional solids management strategy, including construction of new digesters and

supporting infrastructure. Staff believes this timeline allows for the exploration of non-traditional management approaches, including technology solutions, that could produce higher value commercial products from the 2,400 tons of biosolids produced by our plants annually.

Staff solicited proposals in 2011 to support the exploration of non-traditional biosolids technologies and management approaches. WES received proposals from three teams; CDM, Carollo, Brown and Caldwell, Inc.. Brown and Caldwell's (B&C) submittal was ranked the highest and staff, with BCC approval, entered into a professional services contract for \$311,922 for the initial phase of work. The original RFP and contract anticipated modification and contract amendments upon the successful completion of each successive phase.

Phase 1A of this contract was completed in the fall of 2012. A summary of the findings is the last attachment.

WES staff used 2013 to pursue three opportunities for solids handling that arose out of the initial planning efforts. These include:

- Creation of an agreement with Covanta Corporation for disposal of dried solids in their cogeneration garbage incinerator located in Brooks, Oregon. The agreement reduces the Districts' reliance upon Easter Oregon land applications while slightly lowering overall cost to ratepayers.
- Establishment of a research and development relationship with Portland General Electric (PGE) and Portland State University (PSU) to assess the use of biosolids as an alternative fuel source for PGE's Boardman, Oregon power generation plant. PSU is developing and testing new processing techniques to enhance the quality of the final product delivered to PGE for burn testing. WES expects its prepared material to be tested by PGE in its Boardman plant sometime in 2014.
- Pursued an arrangement with Columbia Biogas to produce commercial grade gas from biosolids. The relationship with Columbia Biogas was not pursued after staff economic studies demonstrated that it was not a viable alternative to existing management practices.

Next Steps

Staff is now ready to return to the investigation of innovative biosolids management alternatives by launching Phase 1B (the second phase) of the broader study. The proposed scope is 'Attachment A' to the proposed first contract amendment.

The goals of Amendment 1 - Phase 1B are to:

- Identify and characterize high potential alternatives to existing traditional approaches to biosolids management.
- Create integrated business plans around the most promising alternatives.
- Explore markets for the products and technologies included in these integrated business plans.
- Begin preliminary facilities planning.

Future phases of the contract will include selection of the business plan offering the greatest value to the Districts, initial implementation of that plan, and the initial facilities planning necessary to begin design work for the decided upon solids handling facilities by 2018. This proposed amendment implements the advisory

council's recommendation within a not to exceed amount of \$595,016. The amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of both Clackamas County Service District No.1 and the Tri-City Service District (the "Districts"), approve Amendment No. 1 to the Agreement to Furnish Consulting Services for the Biosolids and Energy Program Development and Solids Handling Planning between the Districts and Brown and Caldwell, Inc. and;
- 2) The Director of Water Environment Services be authorized to execute Amendment No.1 to the Consulting Services Agreement with Brown and Caldwell, Inc. for the second phase of professional services for an amount not to exceed \$595,016.

Respectfully submitted,



Michael S. Kuenzi
Director

**AMENDMENT No. 1
TO
AGREEMENT TO FURNISH CONSULTING SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND
TRI-CITY SERVICE DISTRICT FOR
BIOSOLIDS AND ENERGY PROGRAM DEVELOPMENT AND SOLIDS
HANDLING PLANNING**

This AMENDMENT NO. 1 to the AGREEMENT TO FURNISH CONSULTING SERVICES (this "Amendment No. 1") is made and entered into on January __, 2014, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO.1 and the TRI-CITY SERVICE DISTRICT ("DISTRICTS"), and Brown and Caldwell, Inc., a California corporation ("CONSULTANT"), to provide strategic planning support for long term operational and capital needs related to the biosolids area, hereinafter referred to as the "PROJECT."

WHEREAS, the parties entered into that certain Agreement to Furnish Consulting Services dated January 23, 2012 for the Project, (the "AGREEMENT"); and

WHEREAS, the parties desire to continue and extend the services provided under the AGREEMENT by expanding the arrangement to include Phase 1B as detailed in the attached scope and increasing the maximum compensation contained therein;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect an increase of total compensation by \$595,016, AGREEMENT Paragraph 5.1.1 is hereby replaced in its entirety with:

5.1.1 The DISTRICTS agree to pay the CONSULTANT an amount equal to Five Hundred Ninety-Five Thousand and Sixteen and no/100 Dollars (\$595,016.00) for the Services as billed monthly. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed Nine Hundred and Six Thousand Nine Hundred and Thirty-Eight and no/100 Dollars (\$906,938.00) without prior written approval of the DISTRICTS.

2. To reflect an increase in the scope of services provided by CONSULTANT, AGREEMENT Exhibit A is hereby amended to include the additional services described in Attachment A, attached hereto and incorporated therein:

See Attachment A included with this Amendment No. 1.

3. The DISTRICTS and the CONSULTANT ratify the remainder of the AGREEMENT and affirm that no other changes are made hereby.

In witness thereof, the parties execute this Amendment No. 1 as of the date set forth above.

CONSULTANT

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

Brown & Caldwell, Inc.

Michael S. Kuenzi, Director

6500 SW Macadam Ave., Suite 200
Address

Date

Portland, OR 97239
City, State, Zip Code

TRI-CITY SERVICE DISTRICT

Bruce Paulsen
Authorized Signature

Michael S. Kuenzi, Director

Vice President
Title

Date

94-1446346
Federal Tax ID Number

1-14-14
Date

Attachment A:

Amendment 1 - WES Biosolids and Energy Program Development and Solids Handling Planning Project

Phase 1B – Partnership Exploration, Business Planning and Preliminary Facility Planning Scope of Work

The goal of the Biosolids and Energy Program Development and Solids Handling Planning Project is to identify alternatives to expensive conventional solutions with an eye toward reducing long-term ratepayer costs and increasing system-wide efficiency and sustainability. Phase 1A of the project is nearing completion. During this initial phase, the project team started the process of identifying and evaluating new management practices and technologies that could achieve significant annual cost savings for both the Tri-City Service District and Clackamas County Service District No. 1 (Districts). The remaining Phase 1A activities include exploring cost saving opportunities with businesses that have recently expressed an interest in Water Environment Services (WES) products and efforts to identify and explore other potential business partners.

During Phase 1B, the team will further explore regional, national and international partnering opportunities identified during Phase 1A. Integrated business planning and preliminary facility planning activities will begin in Phase 1B and will be completed in future Phase 1C. After Phase 1B and 1C are completed, final facility planning, preliminary design, final design and construction services phases will follow. Budget and scope for phases subsequent to Phase 1B will be prepared and added by amendment as each phase is completed.

A scope of work for Phase 1B is provided below.

Task 1.01 Request for Concept

Objective: To prepare and distribute a Request for Concept (RFC) to organizations that might have an interest in a partnership with WES. The RFC responses will be used to identify the most appropriate teaming partners to consider in Phase 1B. The RFC will be based on, and similar in scope to, the Request for Proposal (RFP) prepared for interim solutions to handling thickened waste activated sludge during Phase 1A.

Activities: Prepare, distribute and summarize responses from parties that respond to a Biosolids and Energy RFC. A total of 304 Brown and Caldwell (BC) staff hours are assumed for this activity. Anticipated activities include the following:

- Prepare for and meet with WES staff to develop a strategy for preparing the RFC. This meeting will include discussion of likely markets and publications. Two of our subconsultants, Rafael Simon and Natalie Sierra (RMC) will participate via phone and each will investigate and provide a summary of likely markets prior to the phone call.
- Prepare draft RFC. The RFC will be based on the RFP prepared during Phase 1A and will include similar content. It will also suggest the strategic location of the Tri-City facility along Interstate 205.

- Facilitate meeting to review the draft RFC and to finalize markets and publications to include in the outreach. Rafael Simon and Natalie Sierra will participate via phone.
- Finalize RFC. WES staff will advertise and receive proposals.
- Facilitate meeting to develop criteria that will be used to review RFC submissions.
- Provide responses to questions from prospective responders. WES will receive all questions and will respond to general and legal questions. Technical questions will be forwarded to BC for responses.
- Receive, review and summarize concept proposals using criteria developed in the previous meeting. A total of 88 hours is assumed for this activity, including 12 hours for Chris Higgins.
- Facilitate a meeting to review responses and determine which should be carried forward in the market outreach effort. Rafael Simon, Chris Higgins and Natalie Sierra will participate via phone.
- Prepare brief summary that identifies those concepts to be pursued further.
- WES staff will follow up and communicate with concept submitters.
- Facilitate a phone call to discuss the current knowledge of science concerning toxics in biosolids and fate and transport in the environment. A brief call summary will be prepared.
- Facilitate analysis of up to six soil samples from local fields for toxic levels to help inform discussions on reality and small scale studies. An allowance of \$3,000 is included in the budget with the type of tests to be performed at a later date. A total of 10 hours is assumed for this effort including up to 6 hours for coordination and interpretation by Chris Higgins.
- Facilitate support of exploration of new targeted technologies by Chris Higgins. An allowance of \$15,000 for the Colorado School of Mines and 10 hours of BC staff time for coordination with the University is assumed.

Deliverables: This task includes the following deliverables:

- Draft and Final RFC
- Responses to technical questions
- Summary of concept proposals
- Summary of recommendations on which concepts should be pursued further

WES responsibilities:

Attend meetings, review and comment on draft RFC document, facilitate advertisement and distribution of RFC, receive and answer non-technical RFC questions, select short list of concepts to be pursued further, and perform follow-up with RFC submitters.

Project Team

participants: BC staff, WES staff, Natalie Sierra (RMC), Rafael Simon, Chris Higgins

Task 1.02 Market Survey Continuation

Objective: To reach out to both local and distant potential end users who were not responsive during the Phase 1A market survey and to follow up on prospective end users who did express an interest or who responded to the RFC. WES staff will partner with appropriate project team staff for these phone calls and meetings. The BC project manager Dan

Laffitte is expected to play a large role in this outreach. Successful completion of this task will result in clear identification of products of interest for potential end users. This information will be used in subsequent tasks to develop integrated business plans that provide long-term value, consider risk avoidance, address rate stability and promote sustainable practices.

Activities:

This task includes the following activities:

- BC will prepare a recommended market outreach plan based on information collected during Phase 1A, additional contacts made by WES staff and the responses to the RFCs. BC will also prepare for a review meeting with WES.
- BC and ECONorthwest staff will meet with WES to brainstorm what additional local market survey outreach is desired and/or recommended beyond that identified to date. Rafael Simon will participate via phone. Additional contacts will be identified and individuals to perform outreach will be assigned. A general strategy and series of questions will be developed for the market survey meetings. This information will serve as a script for calls to potential end users.
- A meeting summary will be prepared that documents major decisions and action items.
- BC staff will finalize potential product quantities and quality information to allow for continuation of the market survey outreach. This includes parameters such as BTU value, electrical power generation potential and heating potential with heat captured from the plant effluent.
- Technology fact sheets will be updated and distributed to core team members for background and use during outreach discussions.
- Identify during a conference call, contact and evaluate recent solids and energy program decisions by other similar entities such as Detroit and the Bay Area Biosolids to Energy Coalition. Outreach to four entities is assumed with 40 total hours distributed between Rafael Simon, BC, and Natalie Sierra.
- WES staff, BC Staff, and, as necessary, ECONorthwest staff, will work together to contact identified end users and set up in-person meetings. BC staff will spend up to 3 half days working in the WES administrative office to participate in phone calls to potential end users. ECONorthwest may participate in some of these phone calls.
- WES staff, BC staff and, as necessary, ECONorthwest staff will participate in up to a total of eight face-to-face meetings with local end users that express interest in the potential products that WES could create. Several interested parties identified in Phase 1A will be explored along with new potential end users to be defined in Phase 1B. If meetings with end users outside of the local market are to be facilitated, BC will coordinate with the WES project manager and ECONorthwest to review the existing budget and, if necessary, develop an amendment for this additional activity.
- A draft findings document summarizing market survey calls and in person meetings will be prepared for all Phase 1A and Phase 1B contacts.
- A meeting will be facilitated to review the results of the initial contacts. Rafael Simon will participate via phone.
- A meeting summary will be prepared that documents major decisions and action items.
- The document summarizing market survey calls and in person meetings will be finalized based on feedback from WES.

Deliverables: This task includes the following deliverables:

- Market outreach plan
- Updated technology fact sheets
- Two meeting summaries
- Market survey findings document (draft and final)

WES responsibilities:

Attend both project and end user meetings, review and comment on market survey summary.

Project team participants: BC, Bob Whelan (ECONorthwest), Konstrukt, WES, Rafael Simon, Natalie Sierra (RMC), Chris Higgins

Task 1.03 BCE Workshop 3 - Brainstorm and Select Integrated Business Plans for Evaluation

Objective: To develop up to four integrated business plans that incorporate products and technologies identified in BCE Workshop 2 (Phase 1A) that have market value as identified through contacts during the initial market investigation. Facility planning activities must be completed to allow for development of the integrated business plans. Successful completion of this task will result in up to four integrated business plans that will be evaluated to determine the most beneficial approach for the District's rate payers and stakeholders.

Activities: This task includes the following activities:

- BC PM staff will prepare for and meet with WES leadership staff to develop a basis for development of the integrated business plans. Strategies could range from one plan that is based solely on proven technologies constructed for a longer term planning horizon to one that considers a regional solution with emerging revenue generating products. Allocation of costs between the Districts will be considered during this meeting.
- BC experts will brainstorm up to four integrated business plans that will serve as straw-men starting points for the facilitation of BCE Workshop 3.
- A meeting with core WES staff and BC experts will be conducted to review and further develop the integrated business plan straw-men.
- A meeting summary will be prepared that documents major decisions and action items.
- Project team members will update the developed straw-men and prepare materials to facilitate BCE Workshop 3
- Prior to the full BCE Workshop 3, a brief meeting will be facilitated with core project team members to review, develop, and finalize workshop content and agenda.
- A 1-day workshop will be facilitated. The following activities will be performed during the workshop:
 - Brainstorm combinations of products and technologies that consider initial market research to develop up to four integrated business plans for full evaluation. Each plan will include up to three biosolids products and three energy products. Each plan will consider the Districts individually and with a combined use approach.
 - Identify opportunities and consider strategies to explore regional partnering opportunities.

- Brainstorm and identify market uncertainties and define parameters to be evaluated in a sensitivity analysis.
- A document summarizing the results of the workshop will be prepared.
- A debrief meeting will be facilitated to review conclusions and to re-evaluate next steps.
- A meeting summary will be prepared that documents major decisions and action items.
- A meeting with WES will be facilitated to develop information to be used to update the RiverHealth Advisory, TC Advisory and Regional WW Advisory committees and the BCC.
- Information for the advisory committees will be prepared and delivered to WES for inclusion in their meeting summaries.
- BC staff will attend up to two committee meetings as requested.

Deliverables: This task includes the following deliverables:

- Two meeting summaries
- Workshop summary document
- Advisory committee information

WES responsibilities:

Attend meetings and the 1-day workshop.

Project Team participants: BC, Jeff Cole (Konstrukt), Bill Burwell, Natalie Sierra (RMC), Rafael Simon, FCS, Bob Whelan (ECONorthwest), WES, CFM contracted directly with WES, Chris Higgins

Task 1.04 Market Screening

Objective: To further explore markets identified for biosolids and energy products that remain viable with the integrated business plans. Successful completion of this task will result in identification of the most interested product end users. The information collected will be used to prepare the pro-forma for each integrated business plan and to identify those end users that WES should consider for partnering agreements.

Activities: This task includes the following activities:

- BC team members will meet with WES staff to identify up to five potential biosolids product end users and five energy end users that will benefit from products developed in the identified integrated business plans that are to be considered further. During this meeting, identify appropriate WES staff to participate in meetings with end users.
- A meeting summary will be prepared that documents major decisions and action items.
- BC staff, and as necessary, ECONorthwest staff will coordinate with WES staff and end users to facilitate meetings with the potential partners to further explore partnering opportunities. A total of ten meetings are assumed and the BC project manager is expected to play a large role in these meetings.
- Meeting notes will be prepared for each end user meeting. BC staff will generate meeting notes and if necessary, review meeting notes prepared by ECONorthwest for their respective site visits.

- A meeting will be facilitated to review all results and identify the most likely end users and their desired product(s).
- A meeting summary will be prepared that documents major decisions and action items.
- A summary will be prepared to document end user visits and recommendations for integration into a tactical action plan.
- After WES has reviewed the draft summary, a meeting will be facilitated to review comments.
- Based on comments from WES, the market summary will be finalized.

Deliverables: This task includes the following deliverables:

- Two meeting summaries
- End user meeting notes
- Market summary with recommendations (draft and final)

WES responsibilities:

Attend planning and client contact meetings as necessary, participate in project meetings.

Project Team participants: BC, Bob Whelan (ECONorthwest), WES, Konstruckt, Rafael Simon

Task 1.05 Findings Summary—Draft and Final

Objective: To memorialize the process and basis of selection of the three integrated business plans to be explored further in Phase 1C. Successful completion of this task will result in an updated document that summarizes project activities in an easy to follow format with backup data provided in document appendices.

Activities: This task includes the following activities:

- The Findings Summary will be updated to document the RFC process, integrated business plans that were developed for further consideration and the market screening activity.
- A meeting will be facilitated to review the updated Findings Summary.
- A meeting summary will be prepared that documents major decisions and action items.
- The Findings Summary will be finalized and will incorporate comments received from WES.
- A meeting with WES will be facilitated to develop information to be used to update the RiverHealth Advisory, TC Advisory and Regional WW Advisory committees and the BCC.
- Information for the advisory committees will be prepared and delivered to WES for inclusion in their meeting summaries.
- BC staff will attend up to two committee meetings as requested.

Deliverables: This task includes the following deliverables:

- Meeting summary
- Draft and final Findings Summary
- Advisory committee information

WES responsibilities: Attend draft Findings Summary review meeting and provide comments.

Project Team participants: BC and WES

Facility Planning Tasks, Preliminary Costs

The first phase of the facility planning portion of the project will include meetings with WES staff members to review existing solids loading data and project future solids expectations, define costing information and assumptions and consider new and pending regulations that could impact any biosolids or energy projects. Preliminary layouts for the integrated business plans will be prepared.

Task 2.01 Facilities Plan Workshop 1—Solids Loading and Growth Projections

Objective: To develop solids loading projections that will be necessary to facilitate dialog with potential partners. The results will also serve as basis for evaluation of integrated business plans and for phasing of potential improvements in subsequent tasks. Successful completion of this task will result in solids loading projections that consider recent growth and county planning trends for each district. The projections will allow for proper sizing and phasing of improvements to minimize capital investment costs.

Activities: This task includes the following activities:

- BC staff will review WES-provided, site-specific flow, load and unit process solids data to identify data gaps. Population projections provided by WES will also be reviewed.
- BC team members will meet with WES staff to identify any additional necessary plant data for the facility planning effort and to discuss process unit capacities. Population and flow projections to date will be discussed during this meeting.
- A meeting summary will be prepared that documents major decisions and action items.
- Projections for solids to each facility (Kellogg and Tri-City) will be prepared.
- BC will review solids process unit information provided by WES staff to estimate the capacity of the existing process units.
- A half day workshop will be facilitated with WES staff to review findings and discuss updates to equivalent dwelling unit growth that might impact the solids projections.
- A meeting summary will be prepared that document major decisions and action items.
- Projections will be updated as necessary to address issues raised during the meeting.
- The solids loading chapter of the facility plan will be prepared and submitted for WES review.
- A meeting will be facilitated with WES to review the draft chapter.
- A meeting summary will be prepared that documents major decisions and action items.
- WES comments will be addressed and the solids chapter will be finalized.

Deliverables: This task includes the following deliverables:

- Three meeting summaries
- Workshop summary document
- Draft and final Solids Loading and Projections chapter

WES responsibilities:

Provide recent reports and 3 years worth of plant flow, load and unit process solids data. Additionally, provide recent planning documents with flow and load projection recommendations to ensure consistency for the solids planning projections.

- Provide size, volume and capacity information on solids process units.
- Attend meetings.

Project team participants: BC and WES

Task 2.02 Regulatory Requirement Review

Objective: To document existing, and explore potential regulatory requirements associated with new biosolids and energy technologies or management strategies. National biosolids trends will be considered and findings from current scientific research will be leveraged to develop future regulatory expectations. Regulatory risks associated with potential partnerships will be brainstormed and mitigation strategies will be developed and evaluated to ensure that risks associated with any new approach are minimized. Regulations associated with waste to energy alternatives will be included in the review. Subsequent regulatory reviews may be necessary in future phases of the program to address technologies or strategies not addressed during Phase 1B. Successful completion of this task will result in clear identification of risks and required mitigation strategies for considered partnerships.

Activities: This task includes the following activities:

- BC staff will prepare a brief summary of current regulations and trends that could impact the regulatory future of biosolids and energy programs. Solid waste regulations that are currently out for public comment will be reviewed and briefly summarized as part of this task. Input from Chris Higgins will be incorporated into the summary.
- BC will facilitate a workshop with WES staff to review the regulatory summary and to brainstorm other potential regulations that could impact business opportunities. During this meeting, mitigation strategies will also be brainstormed for further evaluation and appropriate staff from the project team will be identified to make contact with regulatory agencies. Chris Higgins to participate via phone.
- A meeting summary will be prepared that documents major decisions and action items.
- BC staff and WES staff will coordinate to contact regulatory agencies to explore mitigation strategies identified. WES staff will prepare a brief written summary of correspondence with regulatory agencies. A total of 20 hours for BC are assumed for this activity.
- A draft technical memorandum (TM) that summarizes regulations and mitigation strategies identified will be prepared and submitted for WES review.
- BC will facilitate a meeting to review the draft TM.
- WES comments will be addressed and the final TM will be finalized.

Deliverables: This task includes the following deliverables:

- Brief regulations summary
- One meeting summary
- Draft and final regulatory and mitigation strategy TM

WES responsibilities:

Attend meetings, assist with development of regulatory mitigation strategies, contact regulatory agencies as necessary, and review and comment on the draft TM.

Project team participants: BC, Chris Higgins and WES

Task 2.03 Basis of Cost Estimating

Objective: To define a basis for estimating both capital and operational costs associated with improvement alternatives and partnering opportunities. Successful completion of this task will result in a uniform basis for preparing costs opinions for all alternatives to be considered and for future phases of work.

Activities: This task includes the following activities:

- BC staff will prepare a brief summary that identifies the type of basic financial and operational cost information that might be required for evaluation of alternatives. Cost information required will include such items as interest rates, discount rates, planning period (years), energy costs (electric and gas), chemical costs and other ongoing maintenance costs.
- BC will facilitate a meeting with WES operations staff to review required operating costs.
- A draft TM that summarizes the approach for estimating both capital and operation and maintenance costs will be prepared.
- BC will facilitate a meeting to review the draft TM.
- A meeting summary will be prepared that documents major decisions and action items.
- WES comments will be addressed and the final TM will be finalized.

Deliverables: This task includes the following deliverables:

- Summary of required operational cost
- One meeting summary
- Draft and final cost estimating TMs

WES responsibilities:

Attend meetings, provide current O&M cost information, review and comment on the draft TM.

Project team participants: BC and WES

Project Management

Task 100 Project Management Activities

- Coordinate activities to meet the project goals and schedule.
- Communicate regularly with WES regarding project status.
- Provide regular status reports to WES.
- Develop and update Project Management Plan
- Manage overall contract and scope and budget modifications.
- Reinitiate the overall planning process and re-engage all sub consultants in the process.
- Assist as requested in efforts to update BCC and advisory groups on Phase 1A findings, and Phase 1B content. A total of 88 BC staff hours are assumed for this activity.

Deliverables: Monthly invoices and project status reports

Phase 1C Final Business Planning (TBD)

Phase 2. Finalize Facility Plan (TBD)

Phase 3. Design (TBD)

Phase 4. Construction Services (TBD)

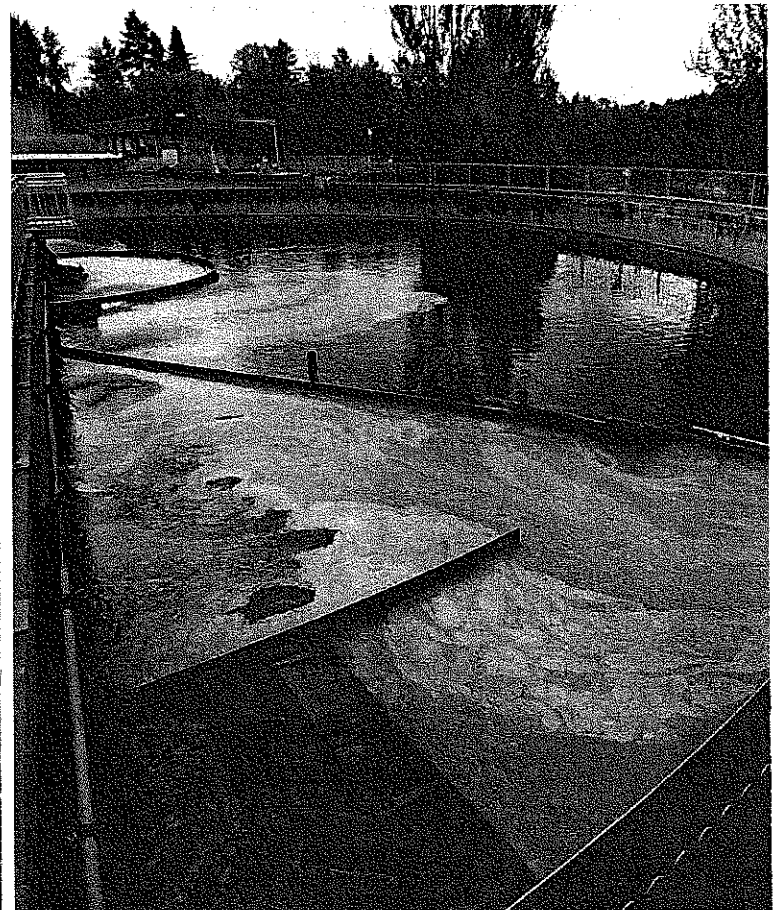
Prepared for
Clackamas County, Water Environment Services

Biosolids and Energy Program Development and Solids Handling Planning Project



Phase 1A – Findings Summary

September 10, 2012



WES Biosolids and Energy Program Development and Solids Handling Planning Project

Phase 1A Findings Summary, September 10, 2012

1. Problem Statement

The Tri-City Service District and Clackamas County Service District No. 1 are both at the limit of their solids handling capacity.

In response, Clackamas County Water Environment Services (WES) has launched a comprehensive study of Clackamas County Service District No. 1's and the Tri-City Service District's biosolids programs along with their closely related energy management programs. The study's objective is to identify alternatives to expensive conventional solutions with an eye toward reducing long-term ratepayer costs and increasing system-wide efficiency and sustainability.

The study team is identifying and evaluating new management practices and technologies capable of transforming current biosolids' and energy management practices to achieve significant annual cost savings for both districts. The options will range from the production and sale of commercially-viable products, such as fertilizers and industrial additives, to the generation and sale of energy from the districts' wastewater stream.

Some assumptions associated with the study process are summarized below:

- WES will maximize use of existing facilities, including recent extensive liquid process improvements.
- Regulation of Class B Biosolids is expected to become even more restrictive in the future and will significantly impact existing practices.
- Emerging technologies will only be considered with appropriate risk management.
- The ultimate solution will show clear economic and environmental benefit to all rate payers.
- The slower than expected growth rate in recent years allows for this focused solids planning effort.
- A market-based approach to solutions will be used.
- Solutions will consider and assist with fulfilling the biosolids and energy strategic intents.

Additional information on the problem statement and background can be found in Appendix 1.

2. What Have We Done So Far?

Figure 1 illustrates the overall project approach and highlights in blue the activities performed so far. The approach will identify a project that minimizes capital costs and ensures flexibility to meet strategic intents and address future regulatory requirements. To do this, we assembled a team consisting of WES staff and a panel of experts with wide industry experience.

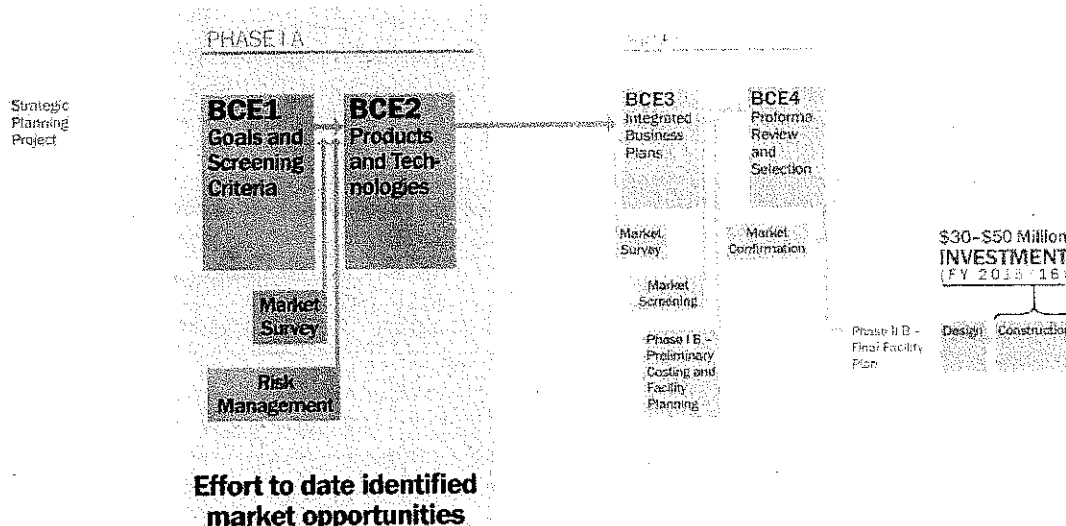


Figure 1. Project Overview and Phase 1A Activities

Phase 1A is essentially complete and generated the following results:

- *Project goals, evaluation criteria and preliminary brainstorming of products and technologies – developed in Business Case Evaluation (BCE) #1.*
- *Market Survey– an initial outreach into the market place to gauge interest in a range of possible biosolids and energy products.*
- *Risk Management Workshop– a workshop with WES management team to consider risk mitigation strategies that might be employed to allow for selection of an emerging technology.*
- *Identified and developed fact sheets for technologies. Project team members further developed potential product lists and ranked technologies to be considered using these fact sheets – done in BCE #2.*
- *Advisory Committee Briefings - the RiverHealth, Tri-City, and Regional Wastewater Advisory committees were updated on the status and direction of the project.*

Additional information on the effort to date can be found in Appendix 2.

3. Findings

Based on the initial BCE workshop and market survey, the products of value and potential end users were identified and are summarized in Table 1. As indicated by the end user comments, opportunities exist to create a consistent revenue stream and associated savings for WES ratepayers.

Table 1 – Marketplace Products of Value

End user	Product	End-user comments
Topsoil manufacturer, fertilizer supplier	Class A dewatered or thermally-dried biosolids	Pro-Gro and Marion Ag Services are both very interested in Class A product. Marion Ag currently purchases Class A material from Puget Sound area.
Plant nurseries, landfills	Class B dewatered or thermally-dried biosolids	Riverbend Landfill interested in use of solids as daily cover.
Gas utility, Portland Metro	Digester gas – boosted to utility or CNG pressures	NW Natural may accept clean gas, Portland Metro is very interested in food waste processing that would increase gas production.
Clackamas Business and Economic Development on behalf of local industry	Hot water	County interested in possible use of hot water system for district heating for local businesses.
WES, Utility	Electricity	WES could significantly reduce operation costs by increasing on site energy production. Excess could be exported to utility.

During the second BCE workshop, products and technologies were further considered and force ranked by the project team. The proven and emerging technologies receiving the highest rankings are summarized in Table 2. The rankings will be used to help select those technologies that the project team will explore in the next phase of the project.

Table 2 – Highest Ranked Technologies

#1 ranked technology	Proven	Emerging
Biosolids	Thermophilic digestion	Thermal hydrolysis
Energy	Co-digestion of fats, oils, grease and high-strength processing wastes	Co-digestion of food wastes

Additional information on the findings can be found in Appendix 3.

4. Recommendations

Phase 1A activities established that business opportunities exist for certain types of products. To leverage these market opportunities, immediate follow up with likely end users is recommended. This market outreach will be critical to creating and evaluating Integrated Business Plans as described in Phase 1B:

- *Market Survey Continuation* – reach out to potential end users that were not responsive during Phase 1A
- *Develop integrated business plans* – BCE #3
- *Preliminary facility planning* – project population, flows, site layouts and capital and operation costs
- *Market Screening* - facilitate meetings with end users based on developed integrated business plans
- *Develop pro formas for each integrated business plan*
- *Review pro formas, select final plan and develop action plan* – BCE #4
- *Market Confirmation* – develop basis of agreement with product end users
- *Final Summary* – prepare a summary of findings for Phase 1B

Figure 2 highlights in blue the major activities associated with Phase 1B of the project.

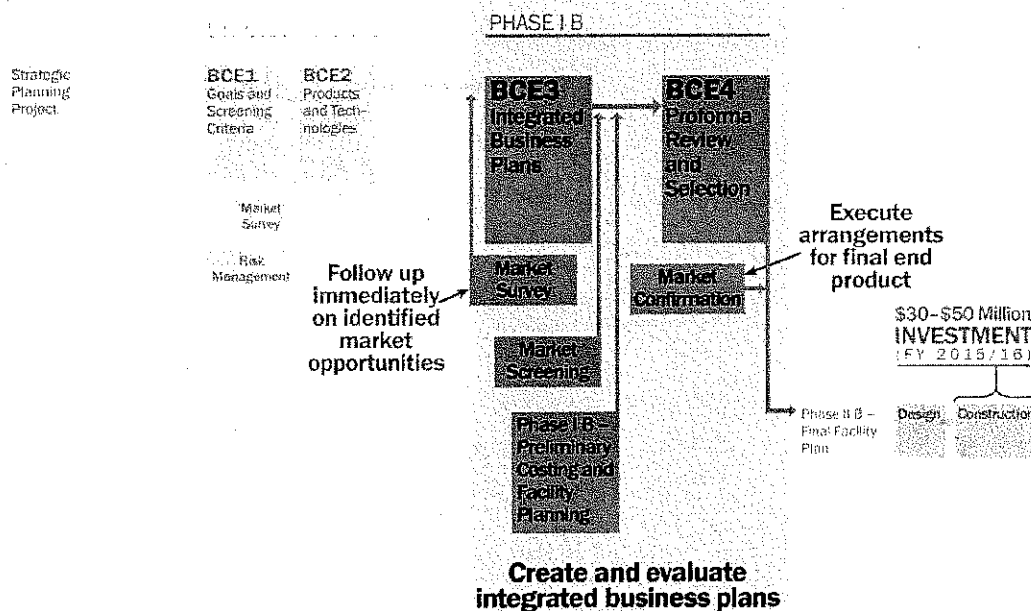


Figure 2. Phase 1B Activities

At the completion of Phase 1B, WES will have one integrated business plan that minimizes long term rate payer costs and provides flexibility for both districts to respond to changing regulatory and market conditions. After subsequent review and approval by the Advisory Committees and Board of County Commissioners, WES will launch implementation.

Additional information on the next steps can be found in Appendix 4.



**WATER
ENVIRONMENT
SERVICES**

Beyond clean water.

9

**Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment**

Michael S. Kuenzi, P.E.
Director

February 20, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF A RESOLUTION REQUESTING AFFIRMATION OF A SETTLEMENT AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (DISTRICT) AND PACIFIC SEA FOOD CO., INC. FOR WASTEWATER SERVICE OVERBILLING

Purpose/Outcomes	Approval of a Resolution requesting affirmation of a Settlement Agreement & Mutual Release of All Claims negotiated with Pacific Sea Food Co., Inc.
Dollar Amount and Fiscal Impact	The total amount agreed to for reimbursement of the overbilling is not to exceed \$107,600.
Funding Source	CCSD #1 FY13-14 Budget – no County General Funds are involved.
Safety Impact	None.
Duration	The payments will extend over a two-year term.
Previous Board Action	In a July 9, 2013 Executive Session the Board was notified of the large customer overbillings that had occurred.
Contact Person	Liz Garcia, Business Services Manager–Water Environment Services 503-742-4563
Contract No.	N/A

BACKGROUND

At a July 9, 2013 Executive Session the Board was notified of an overbilling situation at WES that involved some large District wastewater customers. One of those customers was Pacific Sea Food Co., Inc. The Board was informed that the District had disclosed the overbilling to Pacific Sea Food Co, Inc., who together with the District were engaged in negotiations to remedy the overbilling. The Board at that time directed the District to proceed with negotiations with the intent of reaching a settlement agreed to by both parties. The settlement that was reached, referred to as EXHIBIT A, is reimbursement of the overcharged amount in one initial payment of \$50,000 and the deduction of \$2,400 per month from the Customer's wastewater bill over the course of 24 months.

RECOMMENDATION

Staff respectfully recommends:

1. The Board of County Commissioners acting as the governing body of Clackamas County Service District No. 1 (the "District") approve the Resolution affirming the Settlement Agreement & Mutual Release of All Claims between the District and Pacific Sea Food Co, Inc. for an amount not to exceed \$107,600, and;
2. The Director of Water Environment Services or his designee be authorized to execute the Agreement without further Board action.

Sincerely,



Michael S. Kuenzi
Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Clackamas
County Service District No. 1
Request for Affirmation of
Settlement Agreement



RESOLUTION No. _____

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board"), acting as the governing body of Clackamas County Service District No. 1 (the "District"), at its regularly scheduled meeting on February 20, 2014.

WHEREAS, the District requests affirmation of the Settlement Agreement & Mutual Release of All Claims (the "Agreement") negotiated with Pacific Sea Food Co., Inc. to resolve an overbilling;

WHEREAS, the Agreement is attached as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Board of County Commissioners on behalf of Clackamas County Service District No. 1 affirms the Settlement Agreement & Mutual Release of All Claims agreement with Pacific Sea Food Co., Inc.

Dated this 20th day of February, 2014.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

Chair

Recording Secretary

EXHIBIT A

SETTLEMENT AGREEMENT & MUTUAL RELEASE OF ALL CLAIMS

1. PARTIES

This Settlement Agreement & Mutual Release of All Claims (the "Agreement") is made and entered into by Pacific Sea Food Co., Inc., an Oregon corporation ("Customer") and Clackamas County Service District No. 1, a county service district organized under ORS 451 ("CCSD#1" and, together with Customer, the "Parties").

2. FACTS

CCSD#1 is the wastewater treatment provider for Customer, who is a commercial enterprise that generates high strength industrial waste that is discharged in to CCSD#1's system. CCSD#1 discovered that it had two accounts for Customer, one as a high strength industrial waste contributor and a separate account as a low-strength general commercial business, with each account representing the same equivalent dwelling unit contribution to the wastewater system (the "Claim"). CCSD#1 contacted Customer and disclosed the error and seeks to remedy the overcharging via the unnecessary low-strength commercial account by paying certain amounts as described below and reducing Customer's billings going forward until the full Settlement Amount (defined below) is paid in full.

3. SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

In consideration of the mutual covenants and conditions contained herein and in consideration for the Settlement Amount set forth below, each of the Parties hereby agree to mutually release the other Party and such Party's agents, employees, members, elected officials, successors, agents, assigns, affiliates, insurers, attorneys, trustees, heirs and executors of and from any and all liability and past, present or future claims, demands, claims for relief or causes of action whatsoever which the Parties may have or may have or had against each other, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, including all expenses, costs and attorney fees for damages of every kind or nature arising out of or related to the Claim or which could have been raised pursuant to the Claim.

4. PAYMENT OF SETTLEMENT CONSIDERATION

Within 30 days of full execution of this Agreement, CCSD#1 shall pay Customer Fifty Thousand and No/100 Dollars (\$50,000.00) and deduct Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) per month from Customer's wastewater bill over the course of twenty-four (24) months. The payment of \$50,000.00 and reduction of monthly billings by an aggregate total of \$57,600.00 (together, the "Settlement Amount") for a total of \$107,600.00 is and shall be considered full and final payment of the Claim.

5. GENERAL ARGREEMENT

The Parties further agree on this resolution of claims as follows:

A. **Facts.** The parties herein incorporate herein by this reference the recitals listed above and affirm the truth of the same.

EXHIBIT A

B. Legal Counsel. The parties each acknowledge that they have had the opportunity to consult with legal counsel regarding the terms of this Agreement. The parties acknowledge the form of this Agreement as a result of negotiation and cooperative drafting. As such, this Agreement shall not be strictly construed against any particular party.

C. Entire Agreement. This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital. This Settlement Agreement, Mutual Release and Covenant Not to Sue may be signed in counterparts. The terms of this Release shall be binding upon heirs, representatives, successors and assigns of each of the parties hereto.

D. Counterpart Originals. This Agreement may be signed in one or more counterparts.

* * * * *

We, the undersigned, have read the foregoing Agreement carefully, we fully understand its contents, and we fully understand that no other consideration or payment of any kind other than the aforesaid amounts will be made, and that there is no other agreement, promise or inducement of any kind for this agreement other than what is herein expressed. The undersigned further agree that this Agreement is intended by them to be a complete and final agreement to settle all claims relating to the aforementioned claim.

We, the undersigned, hereby execute the Settlement Agreement and Mutual Release as our free and voluntary act and deed.

Date: 6/6/13 _____
James Hill
Pacific Sea Food Co., Inc.

Date: 6-13-13 _____
Yvonne Garcia
Clackamas County Service District No. 1
Acting Director

...that this Agreement is intended by them to be a complete and final agreement to settle all claims relating to the aforementioned claim.

