

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 01/22/2013 **Approx Start Time:** 3:00 PM **Approx Length:** 60 minutes

Presentation Title: Ambulance Services Request for Proposal

Department: Health, Housing and Human Services

Presenters: Cindy Becker, Rich Swift, David Anderson, Larry MacDaniels and Lane Miller

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

We request Board approval of the Request for Proposal (RFP) for emergency ambulance services in the Clackamas ambulance service area prior to issuance. If approved, we request the Board select one of the two schedules below.

EXECUTIVE SUMMARY:

The County currently contracts with AMR for ambulance services. The contract was signed in May, 2006 for a term of seven years (May, 2013) with the option for up to five additional years.

In February 2012, the Board of County Commissioners decided to extend the AMR contract for one year to May 2014 and issue a new RFP for ambulance services. At the direction of the Board, staff began to prepare a request for proposals (RFP) beginning with revision of the Ambulance Service Plan (County Code section 10.01). A national consultant was brought on in January 2012 to assist staff in revising the Ambulance Service Plan and developing the RFP. The following timelines summarizes actions since the AMR contract was extended.

- | | |
|-------------------|--|
| February 29, 2012 | Amendment #3 to Ambulance Service Contract with AMR. The contract was amended to extend the term of the contract to May 1, 2014. |
| February 8, 2012 | Ambulance Service Plan which provides foundation for RFP requirements available for public review and comment through June 1, 2012. |
| July 12, 2012 | Revised Ambulance Service Plan adopted (County Code 10.01). |
| August 15, 2012 | Board of County Commissioners reaffirmed their commitment to a competitive RFP process, directed staff to conduct a phased approach for RFP development, approved changes to proposed timeline moving the selection date to June 2013 and reaffirmed the proposed transition date of 05/01/2014. |
| Week of 9/10/12 | The County's consultant (The Polaris Group, David Shrader) conducted a series of meetings with EMS system stakeholders concerning desired RFP content. |
| October 23, 2012 | Board confirmed an initial contract term of five years with an "evergreen" (continual) structure based on meeting performance metrics and service rates at 20% of the total evaluation score. |

- November 1, 2012 Draft RFP available for public comment until November 21, 2012.
- December 4, 2012 Comments sent to Board. Board directed staff to award 20% of points for price and to require \$1.5 million as amount of required performance security. They directed staff to review and revise scoring for innovative proposals, protection of incumbent workforce and evergreen renewal provisions of contract.
- December 6, 2012 Board directed staff to provide a strike out version of the RFP showing changes made to scoring for price, accreditation, evergreen structure of contract, treatment of incumbent workers and innovation.
- December 11, 2012 Board approved evergreen contract structure and scoring for innovation and directed staff to revise scoring for protection of incumbent workers and quality standards.
- December 18, 2012 Board reviewed scoring for protection of incumbent workers and quality standards. They also recommended waiting for the new Board before finalizing, understanding that sufficient time was necessary to complete the process.

The latest RFP and appendices can be found on the County's website at:
<http://www.clackamas.us/finance/purchasing.html>

Timelines

In order to meet have a new contract in place and meet transition needs if a new provider is selected, we ask the Board to select one of the options. The only difference is that Option B allows more time for responses and negotiation.

Activity	Option A	Option B (Additional time for responses and negotiations)
Advertise RFP	Week of 2/4/13	Week of 2/4/13
Mandatory pre-proposal conference	Week of 2/25/13	Week of 2/25/13
Proposals due	Week of 4/22/13	Week of 5/27/13
Proposals evaluated	Week of 5/6/13	Week of 6/10/13
Notice of Intent to Award issued	Week of 5/13/13	Week of 6/24/13
Negotiations begin	Week of 5/20/13	Week of 7/1/13
New contract in place/signed by BCC	6/24/13	9/19/13
Existing contract expires	5/1/14	5/1/14
Transition time if provider changes	10 months	7 months

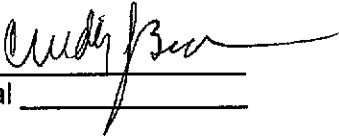
OPTIONS

- 1. Approve the RFP (with/without changes)
 - a. If approved, select Option A or B
- 2. Delay approval
- 3. Do not approve the RFP

RECOMMENDATION:

Assuming the current Board wishes to conduct a competitive solicitation process, we recommend approval of the RFP (with either option) in order complete the process in a timely manner before the current contract ends.

SUBMITTED BY:

Division Director/Head Approval 
Department Director/Head Approval _____
County Administrator Approval _____

For information on this issue or copies of attachments, please contact Larry MacDaniels@ 503-655-8256

REQUEST FOR PROPOSALS

FOR

**EXCLUSIVE EMERGENCY AMBULANCE SERVICES
FOR CLACKAMAS AMBULANCE SERVICE AREA
CLACKAMAS COUNTY**

BOARD OF COUNTY COMMISSIONERS

CHARLOTTE LEHAN, Chair

JIM BERNARD, Commissioner

JAMIE DAMON, Commissioner

ANN LININGER, Commissioner

PAUL SAVAS, Commissioner

Steve Wheeler, County Administrator

Lane Miller, Purchasing Manager

COUNTY REQUEST FOR PROPOSALS OPENING

DATE: XXXXXXXX XX, XXXX

PLACE: Clackamas County Purchasing

Clackamas County Public Services Building

2051 Kaen Road Oregon City, OR 97045

TIME: 4:00 PM

SCHEDULE

RFP ADVERTISED XXXXXXXX XX, XXXX

LAST DATE TO SUBMIT QUESTIONS FOR CONFERENCE XXXXXXXX XX, XXXX

PRE-PROPOSAL CONFERENCE XXXXXXXX XX, XXXX

LAST DATE TO PROTEST SPECIFICATIONS XXXXXXXX XX, XXXX

RFP SUBMITTALS XXXXXXXX XX, XXXX

TENTATIVE CONTRACT AWARD XXXXXXXX XX, XXXX

LAST DATE TO PROTEST AWARD..... SEVEN DAYS FROM NOTICE
OF INTENT TO AWARD

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SECTION 1
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed proposals per specifications until 4:00 PM, XXXXXXXX XX, XXXX for:

**EMERGENCY AMBULANCE AND ADVANCED LIFE SUPPORT SERVICES FOR
CLACKAMAS COUNTY.**

No proposals will be received or considered after that time.

Clackamas County, Oregon announces an invitation to proposers to submit proposals for the provision of exclusive emergency ambulance services within the Clackamas Ambulance Service Area. The successful proposer will be granted an exclusive contract subject to Clackamas County Commission approval for an initial period of five (5) years, beginning May 1, 2014 and will have the opportunity to earn one-year terms of earned extensions under the "evergreen" terms of the contract. The contract under which these services are to be procured will be a term agreement, with the contractor responsible for the collection of patient revenues from appropriate sources other than the County. A mandatory pre-proposal conference has been scheduled for XXXXXXXX XX, XXXX, at Clackamas County from 9 a.m. until 12 p.m. Written questions and requests for clarifications to be addressed at the conference must be received at the office of the Purchasing Manager, no later than 3:00 PM PDT, XXXXXXXX XX, XXXX to be considered by the County.

Proposal packets will be available at Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 07045 between the hours of 7:00 AM and 6:00 PM Monday through Thursday. Sealed proposals are to be sent to Lane Miller – Purchasing Manager at the Kaen Road address.

Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279A.120.

The Clackamas County Board of County Commissioners reserves the right, when it is in the best interest of the County as determined by the Board of County Commissioners, to do any of the following: cancel, delay or suspend this solicitation; reject any and all proposals; and delay, suspend or cancel any award.

DATED this ___ day of _____ XXXX

Lane Miller, Purchasing Manager

SECTION 2
INSTRUCTIONS AND CONDITIONS

INSTRUCTIONS AND CONDITIONS

2.1 GENERAL:

Proposers must study carefully and conform to these "Instructions and Conditions" so that their proposals will be regular, complete and acceptable.

2.2 PROPOSALS:

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals must be signed in ink in the blank spaces provided herein (Section 3). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the contract. The proposals will be considered by the County to be submitted in confidence and proposers will be notified if a request is made for public disclosure of the proposal prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF PROPOSALS:

Sealed proposals must be submitted marked "CONFIDENTIAL" bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed proposal, marked as above, must be enclosed in a package addressed to the Purchasing Manager, Clackamas County Purchasing, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045.

Only one proposal may be submitted by any one firm or association. Where multiple options are requested in the proposal response, this shall constitute a single proposal. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.4 RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

The proposals will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing offerors, the public, and the media during the process of evaluation and negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award along with the contents of the proposals. Once the opening time and date arrive, the names of the offerors submitting proposals are read publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5 WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the Board of County Commissioners:

1. Specifically rejects the proposal, or
2. Awards a contract and said contract is properly executed.

Contractors' proposals must be valid for at least 120 days.

2.6 MODIFICATIONS:

Any contractor may modify his/her proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

2.7 ACCEPTANCE OR REJECTION OF PROPOSALS:

The Board of County Commissioners reserves the right to award the contract to the contractor whose proposal best serves the interests of the County, as determined by the Board of County Commissioners. The Board of County Commissioners also reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure or irregular may be rejected.

2.8 ADDENDA AND INTERPRETATIONS:

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. All requests for an interpretation after the pre-proposal conference shall be made in writing and addressed to the Purchasing Manager and, to be given consideration, must be received no later than XXXXXXXX XX, XXXX. Any and all such interpretations will be sent electronically and mailed to all prospective proposers (at the respective address furnished for such purposes) not later than seven (7) days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9 NONDISCRIMINATION:

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, the contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, sexual orientation, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10 FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11 PREPARATION OF OFFERS:

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12 SPECIFICATIONS LIMITING COMPETITION:

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

**Clackamas County Purchasing
Attention: Purchasing Manager
Specification Protest: Ambulance Services
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045**

Such comments shall be submitted to Clackamas County no later than XXXXXXXX XX, XXXX. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the Purchasing Manager.

2.13 EXCEPTIONS:

Responding vendors taking exception to any requirement of this RFP Document shall indicate such exception(s) on a separate page of their proposal. Proposers failing to indicate any exceptions shall be interpreted so that the responding vendor intends to fully comply with all RFP requirement(s) as written and subsequent agreement terms as stated. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason(s) for which it is taken, in order for consideration to be given to the vendor.

2.14 EMPLOYEES NOT TO BENEFIT:

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.15 COUNTY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Proposals.

2.17 PROTEST OF AWARD:

The ~~notice of intent to award~~Notice of Intent to Award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Purchasing Manager within seven (7) calendar days of the Notice of Intent to Award~~notice of intent to award~~. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have seven (7) calendar days after Notice of Intent to Award~~notice of intent to award~~ has been issued to submit to the County Purchasing Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.18 PROPOSAL DEPOSIT REQUIRED

All proposals must be accompanied by a proposal deposit in the amount of \$20,000, in the form of a certified cashier's check made payable to Clackamas County. This proposal deposit will be returned to any unsuccessful proposers by the County within 30 business days after the award of the contract. The successful proposer's deposit will be returned upon the signing of the contract. No interest will be paid on these proposal deposits.

SECTION 3
PROPOSAL CONTENTS AND RESPONSE

PROPOSAL CONTENTS AND RESPONSE

3.1 GENERAL:

The proposal should contain the required elements as stated in Section 3.2, Detailed Submittal Requirements and Proposal Table of Contents.

- 3.1.1 The proposals shall be submitted by 4:00 PM, XXXXXXXX XX, XXXX, to Lane Miller, Purchasing Manager, Clackamas County Purchasing, Clackamas County Public Services Building 2051 Kaen Road, Oregon City OR 97045.
- 3.1.2 One (1) signed original and ten (10) printed copies of the proposal shall be submitted. Additionally, an electronic copy of the entire proposal shall be submitted on an optical disk in portable document format (PDF). The original shall be marked as such. **One** copy of the Financial Component proposal is to be supplied in a **separate sealed envelope**, see Appendix 3: Pricing Information.
- 3.1.3 Clackamas County reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the County deem such information necessary.
- 3.1.4 This Request for Proposals (RFP) and all ~~supplemental~~ information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.
- 3.1.5 Any Proposer supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.
- 3.1.6 Clackamas County reserves the right to reject any or all proposals, to accept the proposal which is in the best interest of the County, and to negotiate with the proposer whose proposal is in the best interest of the County, as determined by the Board of County Commissioners.
- 3.1.7 All costs associated with participation in this procurement process shall be borne by the proposer. The County will not be responsible for any costs incurred by any party as a result of participation in this process.
- 3.1.8 The proposer shall submit executed notarized investigative releases for the company(s) whose credentials are submitted for review and for all owners, officers and key personnel. Publicly held companies need only submit the

company release and those for the managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal. Copies of the required release forms are provided as Appendix 1, Investigative Releases.

- 3.1.9** Each proposer is specifically advised to use its own expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the contract. "Methods" in this context means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which, taken together, comprise each proposer's strategies and tactics for accomplishing the task. The County recognizes that different proposers may employ different methods with equal success. By allowing each proposer to select, employ and change its production methods, The County hopes to promote innovation, efficiency and superior levels of performance.
- 3.1.10** The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transports, or frequency of special events coverage that may be associated with this procurement. Any and all historical data related to past volumes of business within the Clackamas County EMS system are provided to illustrate the historical level of performance only, and not to guarantee future business volume.
- 3.1.11** Proposers are cautioned that all inquiries must be made to the Clackamas County Purchasing Manager at the following address:

Lane Miller, Purchasing Manager
Clackamas County Purchasing
2051 Kaen Road
Oregon City, OR 97045
503-742-5444
lanem@co.clackamas.or.us

- 3.1.12** Proposers are cautioned that any and all inquiries made following the issuance of this RFP and either before or after the mandatory Pre-Proposal Conference, and up to the issuance of a ~~notice of intent to award~~ Notice of Intent to Award the contract, must be made to the County's Purchasing Manager. Requests for clarification or interpretation of the RFP specifications must be made in writing to the Purchasing Manager. The question(s) and respective answer(s) to substantive questions raised by any proposer will be sent in written form to every

potential proposer who has properly registered with the County. Any information obtained by Proposers from any source other than written communication from the Purchasing Manager should be considered unofficial and possibly in error.

3.1.13 "Blackout period" for purposes of this RFP refers to a time period during which proposers, or their officers, agents, employees, consultants or contractors, may not communicate or lobby, in any manner, regarding this RFP or potential emergency ambulance service contracts with the County, with members of the Board of County Commissioners, the County Administrator, or County staff other than (1) the Purchasing Manager, ~~or~~ (2) such staff members as the Purchasing Manager may expressly assign to assist the Purchasing Manager, (3) the Clackamas County Sheriff and search and rescue personnel associated with the Sheriff's Office or (4) the staff of the County Geographic Information Systems (GIS) Division. The Blackout period will start with the issuance of this RFP and will extend to the date of the ~~notice of intent to award~~ Notice of Intent to Award a contract, or the date when the solicitation is cancelled or all proposals are rejected, whichever first occurs. The duration of the Blackout period may be modified by the Purchasing Manager in writing. Any attempt ~~by these identified above~~ to communicate with or lobby members of the Clackamas County Board of Commissioners or County staff ~~other than the Purchasing Manager (or assigned assistant)~~ except as identified above regarding this procurement or potential contracts for the provision of emergency ambulance service, during the Blackout period, except as otherwise expressly permitted by the provisions of this RFP, will be refused and may result in disqualification from this competitive procurement.

3.2 DETAILED SUBMITTAL REQUIREMENTS AND PROPOSAL TABLE OF CONTENTS

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals must be submitted in the following format. Order and numbering conventions should be consistent with the required Table of Contents. The proposals will be scored in comparison with other proposers' offerings for each section as specified in Section 7, Evaluation and Selection Criteria.

The Proposer will address each item in the order and format provided below. Programs and offerings will be compared to other proposals. Any proposer whose response fails to incorporate or utilize the minimum requirements may be deemed non-responsive. The proposer, at its option, may offer higher levels of performance for any component addressed in this RFP.

Minimum requirements are provided for each section.

I. Letter of Transmittal

The letter of transmittal must clearly state the name or the organization submitting the proposal and identify the proposer's authorized representative for official contacts related to this procurement. An official of the proposing organization authorized to bind the company to the commitments made in the proposal must sign the letter.

A. Proposal Response Form

B. Investigatory Releases

C. Proposal Deposit

II. Introduction - Description of Proposed Organization

The proposer will comprehensively describe the nature of the organizational entity proposed to be directly responsible for the provision of service under the contract. This must include any relationship the proposed organization may have to a "parent" or "sister" company. Financial relationships, ownership, shared directorship, or relationships with other organizations shall be defined. Organizational charts and a complete description of the proposed organization should be included.

III. Credentials

The proposer will document that it meets the minimum requirements and document its credentials to become the County's Ambulance Contractor. Detailed requirements for credentials are contained in the RFP in Section 6.

A. Analogous Experience

B. Demonstration of Financial Depth and Stability

C. Documentation of Regulatory Compliance and Litigation

IV. Clinical Performance

A. Clinical Credentials of Field Personnel

Minimum: Personnel who make up every ambulance crew will be appropriately licensed by the State of Oregon. Each ambulance will be staffed with at least one (1) paramedic and one (1) emergency medical technician, properly credentialed by the County EMS Medical Director.

A detailed organizational chart must be included. Detailed job descriptions and commitments for upgraded certifications should also be provided.

B. Financial Reserve for Clinical Upgrades

Minimum: List the annual dollar amount to be reserved for non-mandatory clinical upgrades.

Funds reserved will be cumulative from one contract year to the next and will be used for clinical system improvements above and beyond those contained in the commitments made in the successful proposal and contract.

C. Quality Improvement Processes

Minimum: Internal quality improvement program that identifies deviations from medical protocols, incomplete and inaccurate patient information and opportunities for improvement.

The proposer should describe a comprehensive quality improvement program covering all aspects of the contractor's operations that it intends to utilize in the performance of this contract. The description of the program should include the type, frequency and quantity of information that would be provided to the County EMS Medical Director to support his/her clinical oversight responsibilities.

D. In-Service Training of Contractor's Employees

Minimum: Programs for employees to retain required certification and meet local requirements for their respective positions.

Proposers will describe continuing education and special classes to be offered to personnel. Proposers will also provide policies regarding which programs are required and which are voluntary, as well as what, if any, cost to employees is involved. Proposer should clearly describe programs for clinical upgrade training, continuing education and any tuition assistance programs for employees.

E. Employee Screening and Orientation

Minimum: Document mechanisms to ensure that well qualified employees are selected and oriented to the system.

Proposers should describe the comprehensive program used and should include details and examples of methods and tools employed. An explanation of Proposer's use of background, criminal records and driving records investigations should be included.

F. Preceptor Qualifications/Status

Minimum: Educational and operational experience qualifications of clinical preceptors who will support the on-going clinical development of the clinical staff.

G. Internal Staff Support for County EMS Medical Director

Minimum: Describe the level, type and amount of staff support that is proposed to facilitate interaction with the duties of the County EMS Medical Director.

V. Community Service and Education

A. 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.

B. 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 Sherriff'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, backcountry travel, medical protocols and basic SAR operations should be covered.

C. 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.

VI. Control Center Operations

A. Qualifications of Personnel

Minimum: Communications workers must be trained according to EMD National Standard Curriculum, approved by the County EMS Medical Director, be certified in EMD and receive appropriate orientation to proposer's deployment methods. Training should include the use of pre-arrival protocols and the proposer's computer aided dispatch system. Currently, the approved EMD system is MPDS provided by NAESMD

B. In-service Training of Contractor's Employees

Minimum: Programs for employees to retain required certification and meet local requirements for their respective positions.

Proposers will describe continuing education and special classes to be offered to personnel. Proposers will also provide policies regarding which programs are required and which are voluntary, as well as what, if any, cost to employees is involved. Proposer should clearly describe programs for communications upgrade training, continuing education and any tuition assistance programs for employees.

C. Employee Screening and Orientation

Minimum: Document mechanisms to ensure that well qualified employees are selected and oriented to the system.

Proposers should describe the comprehensive program used and should include details and examples of methods and tools employed. An explanation of Proposer's use of background, criminal records and driving records investigations should be included. Proposers shall also describe measures

taken to assure that communications employees, supervisory and management staff meet applicable legal and security requirements for access to law enforcement and fire department dispatch centers and information systems, if such access will be even a casual requirement of their employment.

D. Methods for Fine Tuning Deployment Plans

Minimum: Describe the process for modifying deployment techniques to ensure that ambulances are appropriately located by hour of the day and day of the week to respond to requests for service. The description should describe who is involved in the process and how and at what intervals it will be accomplished. Proposers will additionally detail safeguards to assure that non-emergency requests are adequately provided for in the plan.

E. Proposed Computer Aided Dispatch/AVL System

Minimum: Proposers will provide detailed information regarding the features and capabilities of the Computer Aided Dispatch, Automated Vehicle Location and other technology systems to be provided. The proposer should also provide information about system redundancy, fault tolerance, manual back-up and disaster recovery features and procedures. An implementation schedule for the installation of the specified system should be included.

Proposers must provide detailed information regarding access to and security of data. The County may require a "data lockbox" arrangement to assure the accuracy of response time data and reports. Proposers are encouraged to propose such an arrangement and the contractor will be solely responsible for all expenses related to the lockbox

F. Proposed EMD Software.

Minimum: Proposers will provide a plan for the acquisition and installation of EMD software that is compliant with the requirements of the EMSMD. Details of the quality improvement and reporting capabilities of the software should be provided.

G. Proposed Support of EMD Training for County Communications

Minimum: Proposers will include plans for the completion of training and certification for its employees.

Proposers will also explain their commitment, including budgeted funds, to assist the County in obtaining EMD accreditation of CCOM and any other PSAPs.

VII. Human Resources

A. Treatment of Incumbent Workers

Minimum: The incumbent work force ~~will~~must be given consideration for employment by the incoming contractor. Seniority transfer and programs for retaining personnel ~~should~~must be described.

B. Compensation and Benefits

Minimum: Salaries levels will be provided. Each proposer will include detailed wage scale, compensation increases, hours worked and a complete description of the benefit package to be offered.

C. Leadership/Supervisory Training

Minimum: Proposer's initial and on-going training and development program for EMS managers and supervisors will be described.

Minimum: The proposer will describe its internal diversity awareness and involvement plan, including its affirmative action plan and compliance reports.

D. Health and Safety Programs

Minimum: The proposer will document a comprehensive health and safety programs designed to prevent injuries and improve the health of the work force. These will include all government mandated programs and a comprehensive driver safety program.

E. Recruitment and Retention Strategies

Minimum: Document mechanisms to ensure that well qualified employees are recruited and retained in the system.

Proposers should describe the comprehensive program used and should include details and examples of methods and tools employed.

VIII. First Responder Program Support

A. First Responder Equipment and Supply Replenishment

Minimum: A supply and equipment exchange and/or reimbursement program designed to facilitate continuity of care and rapid transfer of patients on-scene. The proposer will also provide a detailed description of its proposed support and funding for first responder training.

B. Support of First Responder In-Service Training

The proposer will detail its offer to support in-service training for first responders, which will benefit the EMS system as a whole. This training should, at a minimum facilitate on-scene interactions with contractor's personnel by offering joint EMS training and provide access to the contractor's educational programs needed for the continued state licensure of first responders including but not limited to ACLS, BTLS or PHTLS and PALS or PEPP or state approved courses.

B-C. Creative Proposals to Enhance Provider / First Responder Partnerships

The proposer may provide a detailed description of any proposed enhancements to the first responder / ambulance contractor relationships.

Proposers may provide specific information such as reductions in deployed unit-hours and improvements in response times that will result from its approach, ~~but no information on proposed price should be included in the proposal.~~

No price information should be provided in the proposal, although proposers may include annotations to the pricing submission that explain any savings in costs and/or price of proposed submissions.

IX. Fleet and Equipment Issues

A. Proposed Vehicles and Safety Features

Minimum: Proposer will provide a detailed description of its proposed ambulance fleet including, at a minimum:

1. The number and type of ambulances and other vehicles proposed.

2. Specifications for the proposed ambulances, including a statement describing which vehicles are new, which are used (including age and mileage) and a description of the proposed vehicle replacement strategy.
3. A commitment regarding the minimum ambulance fleet size as it relates to peak deployment practices.
4. A description of modifications and features of the proposed ambulances, designed to improve vehicle reliability and the safety of patients and crewmembers.
5. A description of any other vehicles that will be used to fulfill the requirements of the contract including their purpose and capabilities.
6. A description of the proposer's approach to driver safety training, monitoring and remediation, including a detailed description of any driver and proposed vehicle performance monitoring system(s).

B. Ambulance Maintenance Practices

Proposer should completely describe the ambulances and other vehicles to be furnished under the contract. Details of specified modifications and maintenance practices specifically designed to increase vehicle service life and eliminate vehicle failures should be provided. Additionally, proposer will identify the location at which ambulance maintenance will be conducted.

C. Equipment Maintenance Practices

The proposer should provide a detailed list of all major items of clinical equipment and document maintenance procedures and contracts to be employed in maintaining them to manufacturer recommended standards.

X. Key Personnel and Implementation Plan

Proposers will identify the key personnel that will be employed to implement and manage services proposed under the contract. At a minimum, the identity and qualifications of the individuals responsible for the overall operation as well as those with functional responsibility for managing the communications center, fleet operations, production, and quality improvement should be included. A description of each key on-site person's experience in managing and providing similar services will be included. Resumes' should be provided for each "key" person. Proposers

will also detail their "management bench strength" and show how other company resources will support the operation.

XI. Administrative

A. Provision of Insurance

Minimum: The proposer will document with a certificate of insurance the availability of the specified coverage. Additionally, the proposer must submit a letter, signed by the appropriate authority agreeing to all specified terms including indemnity provisions.

B. Method of Providing Performance Security

Minimum: Each proposer will describe and document the method(s) by which it will provide the specified performance security. The order of preference for performance security is 1) Irrevocable Letter of Credit, 2) Performance Bond and, 3) Cash Deposit.

C. Proposed Subcontracts

Minimum: The proposer will include descriptions and copies of all proposed subcontracts used to perform services required under this RFP and any resulting contract. The contracts should be arranged in the order in which the items are presented in the proposal and the affected proposal section should make reference to the contract(s) contained in this section of the submittal.

XII. Billing and Accounts Receivable Program

A. Overview of Accounts Receivable Management

Minimum: Each proposer will describe the Accounts Receivable Management system to be used in collecting revenue from fees for service charged under the contemplated contract.

B. Key Personnel

Minimum: Each proposer will identify the key management staff by position, qualifications, credentials and name. Resumes of key individuals should be included.

C. Proposed Onsite and Offsite Staffing

Minimum: Each proposer will propose a local business office, located within the County and staffed during normal business hours, to assist individuals in billing matters. A complete description of all facilities used should also be included.

D. Proposed A/R Information Systems

Minimum: A general description of the information systems employed by the proposer will be provided. This should include information regarding data security, disaster recovery and compliance with HIPAA and other confidentiality requirements.

E. Detailed Description of A/R Process

Minimum: Each proposer shall provide a narrative description of the billing process and cycle, including the billing cycle for different classifications of accounts. Include a flow chart describing the process.

F. Sample Billing Forms

Minimum: Provide representative samples of bills, mailers, past due reminders, final notices, pre-collection and collection letters and all other correspondence used in the proposed A/R system.

G. Customer Service Policies

Minimum: Provide a description of the proposer's philosophy and practices in customer service. Include descriptions of training provided to the A/R staff.

H. Use of Collection Agencies

Minimum: Describe the proposer's use of collection agencies. Include a description of when accounts are assigned and whether the agency(ies) are internal or external.

I. Projected Collections

Minimum: Provide the proposer's estimate of revenue collections used to prepare its budget for all five initial years of the proposed contract.

J. Medical Necessity Program

Minimum: The proposer will document its program for the documentation of medical necessity in EMS transportation.

K. Corporate Compliance Program

Minimum: The proposer will provide detailed information and documentation of its Corporate Compliance program including the name and position of its Corporate Compliance Officer.

XIII. Pricing Information

Minimum: Proposer will complete the forms contained in Appendix 3: Pricing Information. **A single copy of these forms must be submitted in a separate sealed envelope accompanying the "original" proposal document.**

Proposers are required to submit pricing information on the forms enclosed in Appendix 3, Pricing Information. Proposers are required to submit total cost information and a maximum average bill for the first year of the proposed contract. The maximum average charge proposed should not include estimates of pass through charges for medical control and franchise fees for system management and oversight. These pass-through charges will be established annually by the County based on the actual costs approved in the respective budgets.

Proposers are also required to complete and submit the First Response Offset Worksheet found in Appendix 3, Pricing Information.

XIV. EMS System Enhancements/Innovation

Proposer may identify system ~~enhancements~~ innovations it is willing to provide as part of its offer.

Examples:

Proposers are encouraged to describe innovative offers that will enhance the clinical outcomes, community service, educational or financial efficacy or efficiency of the overall EMS system. No price information should be provided in the proposal, although proposers may include annotations to the pricing submission that explain any savings in costs and/or price of proposed submissions.

If the proposer intends to offer a "Membership Program" designed to allow potential patients to prepay coinsurance and deductible amounts due from ambulance bills, it should provide a complete description of the program and its benefits. No price information should be provided in the proposal.

- ~~A syndromic biosurveillance system that uses Emergency Medical Dispatch data and determinants to provide information about public health risks and events.~~

Examples that have been offered in the comments include:

- ~~Methods to utilize deployed fire agency resources~~
- ~~Partnership options for fire agency ambulances to be integrated into the Ambulance Service Area~~
- A program to integrate public education efforts with those of the public fire agencies coordinated with the larger healthcare messages that exist in the region.
- A data interface with the County that captures all ambulance data and allows first responders to integrate their data into a single data set kept with the County
- Strategies such as community paramedics, alternate transport destination, and alternate responses in conjunction with public fire agencies and public health

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____, ~~XXXX~~2013

Phone number: _____ Fax number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to assist the County to provide EMERGENCY AMBULANCE AND ADVANCED LIFE SUPPORT SERVICES as specified, in accordance with the qualifications documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The Contractor, by his signature below, hereby represents as follows:

(a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;

3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer fully understands and submits its proposal with the specific knowledge that:

1. The selected proposal is subject to approval by the Board of Commissioners.
2. This offer to furnish **EMERGENCY AMBULANCE AND ADVANCE LIFE SUPPORT SERVICES** will remain in effect at the prices proposed for a period of not less than 120 calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.
 - (d) That this proposal is made without connection with any person, firm or corporation making a proposal for the same service, and is in all respects, fair and without collusion or fraud.
 - (e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
 - (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.
 - (g) That the proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
 - (h) That the proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
 - (i) That the proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
 - (j) That the Proposer is legally qualified to contract with Clackamas County.
 - (k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
 - (l) That all information submitted by the proposer in response to this RFP is true and accurate to the best of the proposer's including but not limited to Section 6 "Minimum Qualifications and Documentation of Credentials."

Proposer understands that proposals which are materially false or inaccurate will result in the proposer being disqualified as nonresponsive.

Resident Bidder, as defined in ORS 279A120

Non-Resident Proposer, Resident State _____

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, ~~XXXX~~2013

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ____ day of _____, ~~XXXX~~2013

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____ Title: _____

Telephone number: _____

SECTION 4

GENERAL INFORMATION

GENERAL INFORMATION

INTRODUCTION

Clackamas County, Oregon announces an invitation to proposers to submit proposals for the provision of exclusive emergency ambulance services within the Clackamas Ambulance Service Area. The successful proposer will be granted an exclusive contract subject to Clackamas County Commission approval for an initial period of five (5) years, beginning XXXXXX XX, XXXX and will have the opportunity to earn one-year extensions under the "evergreen" provisions of the contract. The contract under which these services are to be procured will be a term agreement, with the contractor responsible for the collection of patient revenues from appropriate sources other than the County.

The Clackamas County Board of Commissioners has proclaimed that as part of its selection of appropriate economic development undertakings, personal and professional services contracts, and public construction projects that serve the needs of residents and businesses Clackamas County will place as a priority the selection of projects that result in:

- Ideally, jobs that pay living wages to skilled and educated workers with high productivity, provide health care benefits, encourage the longevity of workers in their positions, promote safety, advance the certifications of workers, and provide an opportunity to make contributions towards a retirement plan; recognizing however that:
- This goal should not be applied to the further disadvantage of employers and workers in trades, industries, or services who due to prevailing conditions are not able to provide higher wages and extensive benefits:
- And that using local sources for workers, materials, and expertise is recognized as the method producing the most immediate economic benefit to the workers and businesses of Clackamas County.

A mandatory pre-proposal conference has been scheduled for XXXXXXXX XX, XXXX at Clackamas County Public Services Building 2051 Kaen Road, Oregon City OR 97045, from XX:XX a.m. until XX:XX p.m. Proposers are required to attend; submissions received from proposers that have not attended this conference will not be accepted. Written questions and requests for clarifications to be addressed at the conference must be received at the office of the Purchasing Manager, no later than 3:00 PM PDT, XXXXXXXX XX, XXXX to be considered by the County. Answers to written questions will be distributed to all registered proposers.

Schedule of Events

The following table provides information about the schedule for this procurement process at the time of RFP release:

Advertise and Issue RFP	
Pre - Proposal Conference	
Credentials and Proposals Due	
Proposal Evaluation	
Oral Presentations	
Notice of Intent to Award	
Last Day to Protest Award	
Final Contract Signed By	
Contract Implementation	

Any adjustment or changes in the schedule after the release of this RFP will be provided in the form of written responses sent to all persons who have registered with the County Purchasing Manager. Verbal notifications are not official and may be incorrect. Proposers may make copies of this RFP for their own use. The County will not be responsible for making notifications to any company, person or entity other than those properly registered with the Purchasing Department through the direct registration in the RFP process.

Proposer Registration

Prospective proposers may register to receive notifications regarding this process by submitting a letter, on company letterhead, requesting registration and identifying the name and address, phone number, facsimile number and email address of the company's contact for matters related to this procurement. Each registered company may register only one contact. The County will not be responsible for making notifications to any company, person or entity other than those properly registered with the Purchasing Department.

Proposers are subject to a "blackout period" as set forth in sections 3.1.11 through 3.1.13 above, which limits the proposer's contact with the County during the procurement process.

A. Overview of System Design

The 2010 census placed the Clackamas County population at approximately 378,480, and an area of 1,879 square miles. Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County are densely populated, while rural areas are much less densely populated. More than one-third of the County consists of federally

owned National Forest or BLM land. There are thirteen incorporated cities located wholly within the County, and four others partially inside County borders. Large parts of the urban area are unincorporated with about 40% of County residents living outside of city boundaries. Geographically the County varies dramatically, rising from the 31-foot elevation at Oregon City to the 11,235-foot peak of Mt. Hood.

The Clackamas County EMS system includes multiple fire agency first responders, some of which provide Advanced Life Support, and three emergency ambulance providers to serve three Ambulance Service Areas (ASAs). The Ambulance Service Plan (Plan) has been adopted through ordinance by the Board of Commissioners and has been approved by the State of Oregon. A copy of the Plan is enclosed as Appendix 4 to this RFP. The Plan includes maps of the service area and a more complete description of the EMS system.

The County currently contracts for advanced life support emergency ambulance services with a single provider for the Clackamas Ambulance Service Area. Contract rights are conveyed through a high performance contract. The County provides no financial subsidy or payments of any kind to the contractor; operating revenue is derived from user fees. The current system design is an emergency only Failsafe Franchise Model. There are approximately 17,000 emergency requests for service each year and the provider may use the ambulances assigned to the contract to serve interfacility and CCT calls.

In addition to emergency ambulance services, the current contractor provides two essential services. These are:

1. A ~~Reach and Treat (RAT)~~ Wilderness Medical Program that provides advanced medical response to remote and wilderness areas of the County in conjunction with first responders and rescue teams.
2. A River Safety Program at High Rocks on the Clackamas River ~~Lifeguard Service which that provides lifeguard and river rescue services in a recreational area.~~

Additional information about these programs will be available at the pre-proposal conference. The County intends to continue these programs through the new contract.

The Failsafe Franchise system is designed to align the interests of the County and the contractor with those of the community and healthcare providers they serve. Through this procurement, the County offers a contract in return for high performance, clinically excellent, professional, EMS ambulance services.

B. County's Functional Responsibilities

Under this Failsafe Franchise Model, the County has the following responsibilities:

- To represent the public interest of its constituents.
- Monitor and enforce the Ambulance Service Plan.
- Monitor compliance and enforce contractual terms.
- Temporarily replace the contractor in case of non-performance.
- Provide certain portions of the system infrastructure.
- Convey exclusive emergency ground ambulance service contract rights to the contractor.
- Regulate rates and fees for EMS services to the extent allowed by law.
- Provide contract administration and funding mechanism for the County EMS Medical Director for clinical oversight and medical control.
- Solicit input from the Emergency Physician's Advisory Board on clinical oversight and medical control.

C. County EMS Medical Director

The position of County EMS Medical Director (EMSMD) is established by the County Ambulance Service Plan. The EMSMD is given broad authority to regulate clinical aspects of the emergency medical system that affect patient care. The Medical Director is contracted by the County and reports to the Director of Health, Housing and Human Services (H3S). Accordingly, the County EMS Medical Director has the following responsibilities without limitation:

- To recommend to the County medically appropriate response time standards.
- To serve as the medical director to the Clackamas ASA ambulance contractor,
- To serve as the medical director to participating first response agencies, and other EMS agencies that request this service.
- To establish standards for patient care including those for ambulances, participating first responder vehicles and on-board equipment.
- To develop and revise protocols for ambulance and participating first responder services.
- Oversee and approve the development of EMS protocols for the communications centers.

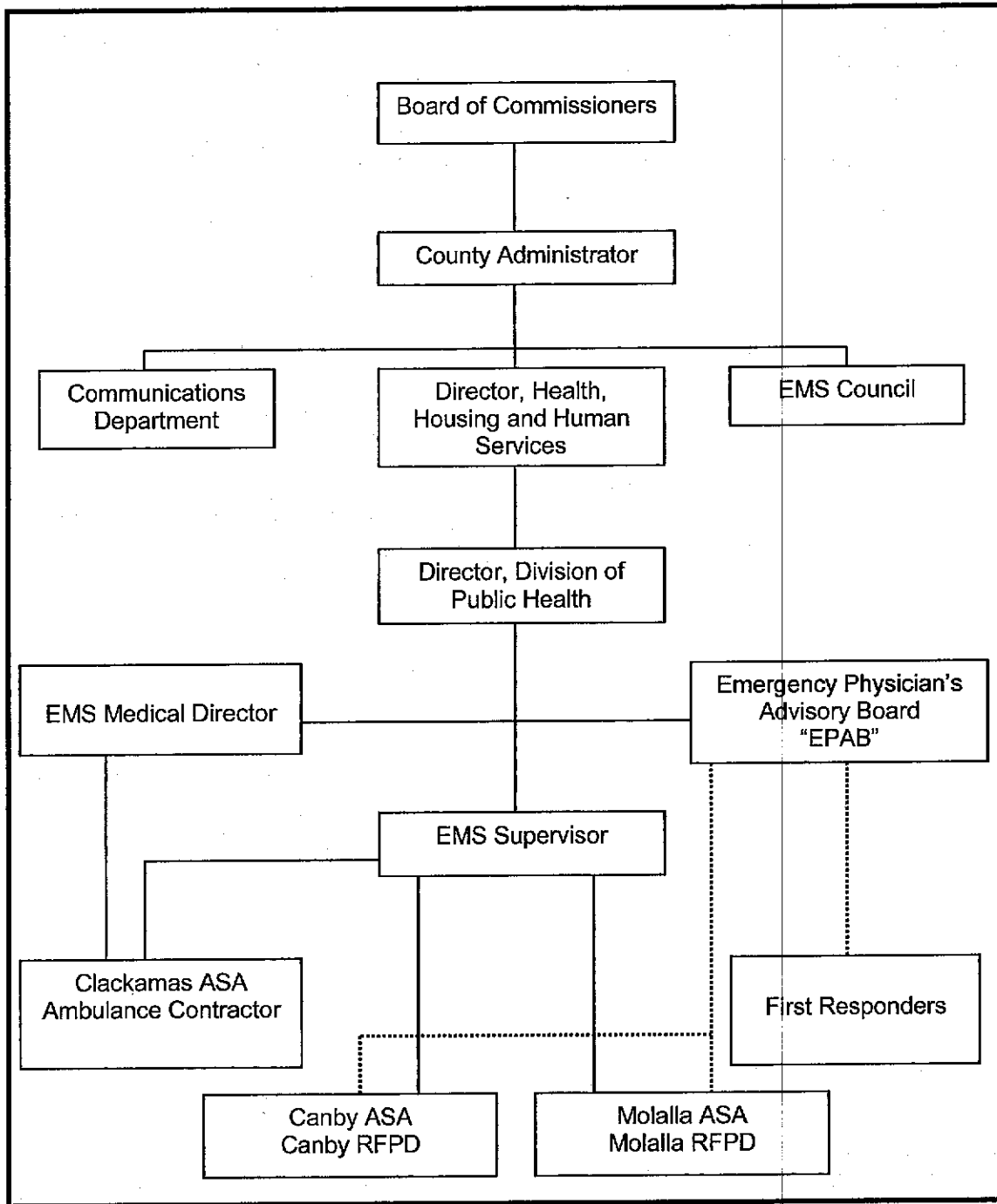
- To conduct medical audits and coordinate a Countywide Quality Improvement Program.
- Oversee and approve the development and administration of written and practical tests for certification of ambulance, participating first responder and emergency medical dispatch (EMD) personnel.
- Oversee and approve the development of educational material and administer tests to assure physicians providing on-line medical control are knowledgeable about the EMS system and its procedures.
- To conduct and oversee inspections of vehicles, equipment and supplies on both an announced and unannounced basis.
- To evaluate and approve any proposed research protocols involving EMS patients.

D. Emergency Physician's Advisory Board Responsibilities

The Emergency Physician's Advisory Board (EPAB) is established by the Ambulance Service Plan. The EPAB is a voluntary board composed of the medical directors of each EMS provider participating in the EMS system and is empowered to provide advice on clinical aspects of the emergency medical system that affect patient care. EPAB has, among others, the following responsibilities:

- To advise the Medical Director in all clinical matters.
- To serve as a resource to the Medical Director.
- To provide advice to the County about clinical issues.
- To provide advice and medical expertise regarding protocol development.
- To provide advice and consultation for EMS research.

E. Graphic Depiction of Clackamas EMS System



F. Contractor's Functional Responsibilities

Under this Failsafe Franchise Model, the Contractor will furnish and manage **EMS emergency ambulance** dispatch, field operations and accounts receivable services including but not limited to:

- Employment of field personnel.
- Direct provision of, or contractual arrangement for communications and dispatch of Contractor's ambulances and
- Supervision and management of contractor's employees.
- Provision and maintenance of the vehicles and equipment necessary to provide the specified services.
- In-service training of Contractor's employees, County EMD personnel and first responders.
- Development and management of an internal quality improvement system, as well as participation in System Quality Improvement (QI).
- Purchasing and inventory control.
- Support services necessary to operate the system.
- Accurate completion and timely submission of approved clinical and billing related data.
- Meeting contractual response time and other performance requirements in compliance with all applicable law, including but not limited to: State regulations, the Ambulance Service Plan, the ambulance contract, the system standards of care and approved medical protocols.
- Participate and cooperate with the Medical Director in medical audits and investigations, with timely responses and completion of assigned tasks.
- Report contract compliance on a daily, weekly and monthly basis, while providing a verifiable audit trail of documentation of that performance.
- Provide patient billing and collections service and operate the membership program.
- Provide indemnification, insurance and other security as stated in this document and the final contract. The required indemnification provision is included in Section 8.

The system design places the responsibility for operational performance, and all of the factors of production necessary to cost effectively achieve that performance, under the contractor's control.

III. Service Area Summary, Demographics and Background

A. Service Area

The County is responsible for providing ambulance services to the entire County. Under the terms of the approved Ambulance Service Plan, this obligation is discharged through the assignment of three ASAs and through several Intergovernmental Agreements. Details of the Ambulance Service Plan are contained in the Plan that is enclosed as Appendix 4 to this RFP by inclusion in a data file that will be made available to registered proposers.

B. Demographics

Demographic data is provided in Appendix 6.

C. Historic Service Volumes

EMS response and patient transport data for January 2011 and January through April August 2012 is available as database files. These files are contained in ~~a data file an~~ Excel worksheet that will be provided to registered proposers. A listing of database fields, ~~data elements, and sector maps~~ is provided in the file Appendix 15: Historic Service Volumes.

SCOPE OF WORK

A. General Contractor Relationship

Through this procurement, the Clackamas County intends to hire a single contractor to provide all of the services specified within this RFP. Should a proposer intend to utilize one or more subcontractors to provide any of the contractor's primary responsibilities, including, but not limited to, ambulance response, medical transportation, staffing, training, communications, call center management, protocol development, accounts receivable management, collection activity, fleet or equipment maintenance, or any similar services, the proposer must include detailed information about the subcontractor and its relationship to the proposer to allow the County to evaluate the quality and effectiveness of the subcontractor's proposed role. Copies of all proposed subcontracts shall be included. Should the successful proposer plan to utilize subcontractors, the County will look only to the primary, general contractor to deliver contracted performance. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the County.

B. Scope of Service

The contractor will provide all emergency ground ambulance service for the entire population of the Clackamas ASA. Should any other provider assigned to serve any other ASA or area of the County covered under Intergovernmental Agreement with another jurisdiction, fail or otherwise abandon or discontinue emergency ground ambulance service within its assigned ASA, the County's Clackamas ASA provider may be required to take over responsibility for the ASA or area under the terms of the Clackamas ASA agreement and franchise. The County will permit and encourage the Clackamas ASA contractor to compete in the non-emergency and critical care segments of the ambulance market outside of the Clackamas ASA using resources that are also used to provide services within the ASA, so long as it does not interfere with the efficient and economical delivery of ambulance service within the assigned ASA.

Helicopter ambulance services are provided by ~~Air Life of Oregon~~ AirLink Critical Care Transport, 2500 NE Neff Road, Bend, Oregon, 97701, 541-385-6305/706-6305 or 800-522-2828/353-0497; Life Flight Network, 1-800-982-9299, and Reach Air Medical Services, 5680 SW Airport Place, Corvallis, OR 97333, 707-324-2400 or 503-930-2228; and will not be the responsibility of the contractor. Additionally, the County may grant limited special exceptions or permits to healthcare facilities within the service area to operate specialized critical care ground transportation units if the County determines that allowing a facility to provide these services to their patients is in the public interest. Examples of limited exceptions include highly specialized clinical teams that provide

transport services that are not readily or routinely available from the contractor such as specialized neonatal or perinatal transportation.

All ambulance services will be provided at the advanced life support (ALS) level. Additionally, the contractor ~~will~~ may furnish standby coverage for special events, and will provide reasonable mutual aid services, special contract services, and communications and medical dispatch services.

Although the contractor may seek outside obligations, the 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 the contractor first presents a plan, which includes cost savings or revenue sharing, to the County and receives approval. Under no circumstances will such outside obligations interfere with the contractor meeting its obligations to Clackamas County.

C. Response Time Performance

In this performance-based contract, the County does not limit the contractor's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of the contractor's expertise and methods, and therefore is solely the contractor's responsibility. An error or failure in one portion of the contractor's operation does not excuse performance in other areas of operation.

Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, the contractor will use its best effort to minimize variations or fluctuations in response time performance according to day of the week, or week of the month.

1. Response Time Requirements

The contractor shall operate the ambulance service system so as to achieve compliance in each zone every month and in each region every calendar quarter. Regional requirements are included in Appendix 7. Compliance is achieved when 90% or more of responses in each priority meet the specified response time requirements in each zone; and when 90% or more of responses in each priority meet the specified response time requirements in each region. For example, to be in compliance for Priority 1 responses in urban zones, the contractor must place an ambulance on the scene of each presumptively defined life-threatening emergency within eight minutes and zero seconds (8:00) on not less than 90% of all Priority 1 responses.

The Contractor will be required to meet the response time requirements for Priority 1, 2 and 3 calls in each zone and within each region of the County. The maximum average price should be calculated using the 8:00 and 12:00 minute response time requirements for urban areas. The optional ALS first response maximum response time requirement listed below should be used by proposers in preparing their proposed maximum average price for service with ALS first response.

Priority	Definition
1	Life Threatening Emergencies
2	Non-Life Threatening Emergencies
3	Non Emergency OR Emergency Transfer From Healthcare Facility

Maximum Response Times

Response priorities are defined according to a standard presumptive priority dispatch protocol approved by the EMSMD. The protocols currently in use at CCOM were obtained from Medical Priority Dispatch Systems and are available for inspection at CCOM Communications. For the purpose of response time calculations, responses are prioritized according to the following table:

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

For every call in every presumptively defined category not meeting the specified response time criteria, the contractor will submit a written report, at least monthly, in a format approved by the County, documenting the cause of the late response and the contractor's efforts to eliminate recurrence.

2. Response Time Measurement

The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the 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. Proposers must provide detailed information regarding their proposed method(s) to assure that the ambulance contractor's CAD clock is continuously and accurately synchronized with the CCOM CAD. The method proposed should be sufficiently accurate to assure that the average difference in clock time will never exceed four tenths (4/10) of a second. Methods utilizing GPS satellites, the atomic clock and/or direct interconnection may be used, however, the 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 the contractor's, or another authorized mutual aid 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 shall not stop the response time clock.

Arrival on scene means the moment an ambulance crew notifies the Contractor's Dispatch Center that it is fully stopped at the location where the ambulance shall 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" shall be the time the ambulance arrives at the designated staging location. The Medical Director may require the contractor to log time "at patient" for medical research purposes. However, during the initial term of this contract "at patient" time intervals shall 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, the contractor may appeal such instances when it can document the actual arrival time through other means, such as first responders or AVL position reporting.

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), the 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.

For example:

- A call is dispatched Priority 3 in the urban zone (required response time of 20:00) and is upgraded to Priority 1 (required response time of 12:00 (with ALS 1st response) after one (1:00) minute has elapsed. Because $12:00 + 1:00 = 13:00$ is shorter than 20:00, the response is subject to the Priority 1 response time requirement and is considered a Priority 1 response.

2) Downgrades

Downgrades may be initiated by medically trained first responders as authorized by the Medical Director. 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.

5) Response Times Outside of Clackamas Ambulance Service Area

The Contractor will not be held accountable 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.

7) Response Time Exceptions and Exemption Requests

The 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 the 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 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.

For the hour of the week for which an exemption is requested, the 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 the 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," the contractor may provide detailed documentation to the County EMS Supervisor and Medical Director 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 five (5) business days after the end of each month. The County EMS Supervisor and Medical Director will jointly review the request and issue a determination. Should the contractor dispute the determination made by the County EMS Supervisor and Medical Director, the contractor may make a written appeal to the Director of Public Health 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

Each proposer will propose a CAD system ~~to that~~ assures a complete audit trail for all response times and assures the County and Medical Director access to the response time data at any time to assure compliance and to calculate liquidated damages. Proposed access and security of data will be considered in scoring proposers' responses. The County may require a "data lockbox" arrangement to assure the accuracy of response time data and reports. Proposers are encouraged to propose such an arrangement and the contractor will be solely responsible for all expenses related to the lockbox.

D. Deviations From Response Time, Performance or Other Standards

The successful proposer understands and agrees as shown by submitting a response to this RFP that the failure to comply with any time, performance or other requirements in this RFP or the final 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, the proposer and County agree to the liquidated damages specified in the RFP and the final 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 the successful proposer's breach or any noncompliance, are not limited to this RFP or the final contract liquidated damages provisions. All liquidated damage amounts will be withdrawn from the security deposit of cash or letter of credit. Chronic failure to comply with the response time requirements may constitute breach of the contract.

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 will measure the response time against the higher priority, and when applicable, the response will be subject to late response time liquidated damages.

E. Non-performance Liquidated Damages

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

Compliance	Month 1	Month 2	Month 3 or thereafter
89%	\$7,000	\$14,000	\$24,000
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	\$48,000

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

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, falls below 90% for a calendar quarter:

Compliance	Quarter 1	Quarter 2	Quarter 3 or Quarter 4
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

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

F. Non-compliance with Other Standards - 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 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.
- 2.3. \$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.
- 3.4. Up to \$1,000~~\$500~~ per ambulance per incident – Failure to have equipment or supplies on board any ambulance as required by the Medical Director.
- 4.5. \$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.
- 5.6. \$500 per incident – Failure to immediately 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.

6.7. \$100 per response if the number of mutual aid responses received from any governing entity or provider exceeds the number rendered by the contractor to that governing entity or provider by more than twenty (20%) percent.

G. RESERVED

H. Reporting Requirements

The contractor will provide, by the seventh day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. The County will assess liquidated damages of \$500 for failure to submit any required monthly report 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. For each day that the contractor fails to provide the reports, the County ~~shall~~will assess liquidated damages of \$250.

I. Equipment Furnished/Infrastructure Available

The contractor will be required to communicate with fire agency responders and dispatch centers within Clackamas County over both the 800 MHz system operate by C800 and 150 MHz radio system. The Contractor will be required to pay for its proportionate use of the 800 MHz system. Contact information to obtain a description, including costs, of this radio infrastructure and required equipment is provided as Appendix 10: Communication Information.

The County currently operates a Computer Aided Dispatch (CAD) System, which is owned and maintained by the County. The County is in the process of specifying and acquiring a replacement CAD. The Contractor will fund any modifications, additions or custom programming to the existing CAD that may be required to meet the requirements of this RFP.

At a minimum, the contractor will be required to provide a real-time, two-way interface between its CAD and the County CAD located at CCOM and provide a mechanism for synchronization of the CAD "clocks." Proposers may propose collocation of the Contractor's communications center with CCOM. If such a proposal is made and accepted, a communications center use agreement will be incorporated into the Ambulance Contract to document the market value of items provided by the County including any dispatch and office space, dispatch chairs, telephones, office furniture/equipment, etc. Proposers wishing to utilize County communications equipment, information or facilities are expressly authorized to contact the director of CCOM using the contact information in Appendix 10.

The current contractor maintains a CAD-to-CAD link with CCOM using an Enterprise Service Bus (ESB). The successful proposer will be required to connect to the ESB to provide multiple CAD and database connections. Information regarding the requirements and data dictionary are available from the Director of CCOM.

In addition to CCOM, two other primary PSAPs dispatch EMS calls in the County. Lake Oswego operates a primary PSAP (LOCOM) using its own CAD system and WCCCA dispatches calls in the area served by TVFR. Proposers are encouraged to contact these agencies and develop interfaces that will make the transfer of calls and data faster and more reliable.

This is a performance-based contract. Consequently, the County requires that the proposer provide the CAD system and system infrastructure that best suits its needs. The contractor will be responsible for the utility and performance of the selected CAD and communications system through operational results. While the County will evaluate the proposer's approach, commitment and proposed systems, the use of any particular CAD, or system including the data or infrastructure provided by the County, will not excuse the contractor from meeting performance criteria. Contractor's CAD will fully interface with ESB and CAD.

An Automated Vehicle Location (AVL) system that is integrated with the contractor's or County's CAD system is required. Proposers are encouraged to provide the infrastructure for an AVL system that would allow any or all Public Safety (Fire, Law, EMS, Public Health, and related agencies to track units on the same system). Proposers are not required to provide mobile or dispatch equipment beyond that necessary for CCOM, LOCOM, WCCCA and contractor to track contractor's vehicles.

At a minimum, Proposers shall propose a plan that allows County staff, CCOM and LOCOM to monitor the location and status of Proposer's units at all times. Proposers should detail their experience and approach to utilizing these systems, and the relative advantages to the County and Contractor of employing such a system.

J. Contractor Provided Equipment

The County does not provide ambulances, clinical equipment or supplies to the contractor. Each proposer must specify in their proposal what vehicles and equipment it proposes for this system.

Each proposer shall submit a description of their local environmental or "green", standards or initiatives for vehicles, facilities, administrative, operational, and logistical programs.

Ambulance Fleet:

Proposers must provide a detailed plan for the management of the ambulance fleet, support vehicles and equipment. At a minimum, this plan should provide detailed specifications that describe the vehicles and equipment to be used. Each proposer should clearly explain the advantages of its particular proposed fleet and plan for the maintenance and replacement of vehicles.

The County requires that the specified ambulances meet the following minimum standards:

- Minimum fleet size of 125% of proposed peak deployment.
- No ambulance to have cumulative mileage of more than 250,000 miles.
- All ambulances to meet Federal Specification KKK-1822F or NFPA 1917 and subsequent revisions, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture. Certain exceptions may be approved. If a proposer proposes exceptions to either standard, it is the responsibility of the proposer to justify the recommended changes.
- All ambulances must be specified and constructed to transport two (2) patients, one (1) Contractor paramedic and one (1) Fire Department first responder in the patient compartment and one (1) family member in the front passenger seat as well as the driver without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled. Additionally, each ambulance shall be capable of simultaneously transporting a total of at least two (2) recumbent patients.
- All ambulances must display approved markings including the words "Clackamas EMS" and the ambulance unit number, in at least 4-inch letters, on all four sides of the vehicle that is in compliance with fire agency unit identification standards. Proposers may suggest creative approaches to the design of an EMS System logo.
- All ambulances must comply with EPA diesel emissions standards in effect on the date of manufacture.
- Each Proposer must include a description of how it will seek out First Responder input for safety and work ergonomics within the patient care ambulance compartment and for patient packaging, movement, and latex free programs, and an implementation plan for new innovations throughout the contract cycle.

- The local Fire Departments utilize the DOT (2011 Edition) Manual on Uniform Traffic Control Devices. Proposer shall describe ways and means for ambulance markings and safety control devices that will be consistent with those of Fire apparatus.

Fleet Safety:

Proposers must describe vehicle specifications and modifications designed to enhance the safety of patients, first responders and proposer's employees. At a minimum, the proposer's approach to the following areas should be addressed:

- Driver education and vehicle operations.
- Systems designed to improve safety, such as: "Low Forces" and other driving, training and monitoring systems.
- Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents.
- The Proposer's approach to providing appropriate child restraint systems for pediatric patients.
- Vehicle monitoring and record keeping systems
- Fleet maintenance procedures designed to promote and enhance safety.

Use of Fire Stations:

Certain Fire Stations may be available for ambulance posts. The Contractor's use of these facilities is dependent on the approval of each individual fire agency. Agreements between the contractor and any fire agency should include terms that recognize the market value of the facilities provided. All ambulance posts will comply with city and county zoning and other ordinances.

K. Supplies for Basic and Advanced Life Support Services

It will be the contractor's total responsibility to provide all supplies necessary and/or required to provide basic and advanced life support ambulance services. Appendix 8, Basic and Advanced Life Support Supplies, is a detailed list with the number and type of each item that shall be carried on every ambulance. The Medical Director will, in cooperation with the contractor, establish a minimum equipment list for all units. This list may be modified from time to time to reflect changing practices within the EMS system. Contractor will be provided an opportunity to participate in the development and revision of the minimum equipment lists.

For each instance in which a contractor's unit fails to meet the minimum equipment list established by the Medical Director, the County will assess liquidated damages of up to \$500. Failure to meet the minimum equipment requirement may be determined as the result of an incident related to a response or as the result of any scheduled or unscheduled ambulance inspection.

L. Performance vs. Level of Effort

This RFP assumes a performance contract rather than a level of effort contract. In accepting a proposer's offer the County neither accepts nor rejects the proposer's level of effort estimates, rather the County accepts the proposer's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical, response time and other performance results required by the terms of the contract.

The proposals must include descriptions of initial ambulance coverage plans and deployment models estimated by the proposer to be sufficient or even in excess of what may be necessary to meet the performance standards required herein. Acceptance by the County of the proposer's contract shall not be construed as acceptance of the proposer's proposed level of effort.

M. Integration of First Responders

Currently, fire agency based first response is available throughout most of the County. Several jurisdictions provide full or part-time advanced life support first response service. The County is interested in better utilizing basic and advanced first response personnel and equipment to the extent that it will improve clinical patient care, overall system efficiency and the cost effectiveness of the EMS system.

Several fire agencies have implemented a system of advanced life support first response that reduces the response time requirements of the contractor in certain areas of the County during the contract period. At a minimum, proposers must agree to participate within the context of the current practices in place with the Fire Department ALS Consortium. Proposers must submit their proposed compensation to the Consortium under the arrangement together with the rationale, based on contractor cost savings used to calculate the proposed compensation. **This compensation proposed shall be submitted with the sealed financial proposal.** To avoid potential conflicts with state and federal regulations, proposers must assure that the proposed reimbursement is estimated to be equal to, or less than projected savings generated by participation with the Consortium.

The local fire agency having jurisdiction has the responsibility for overall scene safety and management. The contractor is included in standard operating procedures within the 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 senior 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 senior 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.

The 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.

Proposers shall provide their commitment to adhering to NIMS certification requirements at each level of the proposed organization. This shall include minimal training requirements for each level of the organization.

Contractor's support of the first responder program shall include:

1. First Responder Equipment and Supply Replenishment

The contractor shall develop mechanisms to exchange re-usable orthopedic appliances, and re-stock or reimburse disposable and ALS medical supplies used by first responders when first responder personnel have provided treatment. Equipment and supplies will be exchanged on a one-for-one basis or reimbursed for actual usage. Whenever possible, equipment exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on scene exchange, or if the Contractor and fire agency have developed another method of reimbursement, the contractor will arrange to accomplish it as soon as reasonably possible.

Proposers are encouraged to detail their proposed support to the first responder program including access to proposer's group purchasing programs, management and delivery of material and funding for, or direct replacement of first responder equipment, including but not limited to AEDs, monitors, defibrillators, back boards, splints, respiratory equipment, pharmaceuticals and similar items.

Please note that Federal anti-kickback regulations specifically prohibit the provision of any consideration in exchange for contract rights in EMS. Any contract that may result from this procurement will include a detailed list of contract rights provided by the County in relation to any financial or in-kind EMS support offered to the County to assure that the contract complies with these regulations.

2. Return to Station

In any situation in which Fire Department personnel assist the contractor during transport to the hospital, the contractor shall provide or arrange return transportation to the fire station for those personnel. This will be accomplished within a reasonable period of time. Proposers should describe how they would accomplish this requirement.

3. Support of First Responder In-Service Training

The proposer will detail its offer to support in-service training for first responders, which will benefit the EMS system as a whole. This training should, at a minimum facilitate on-scene interactions with contractor's personnel by offering joint EMS training and provide access to the contractor's educational programs needed for the continued state licensure of first responders including but not limited to ACLS, BTLS or PHTLS and PALS or PEPP or state approved courses. The proposer will provide a detailed description of its proposed support and funding for first responder training. The proposer will provide a detailed description of its proposed support and funding of training independent of medical training.

While it is not the contractor's responsibility to assure that first responders achieve or retain emergency medical technician or paramedic license, the County is interested in programs that will assist first responders in attaining and retaining their medical license.

N. Communications System Management

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

The contractor will be responsible for providing, in cooperation with CCOM and the County, funding for initial and ongoing Emergency Medical Dispatch Certification training, continuing education and CPR training (for both County and Contractor's employees), including training manuals and updates to the EMD system. Additionally, the contractor will provide the same training and materials for dispatch personnel from other primary PSAPs (e.g.: LOCOM) that adopt the County specified EMD system and participate in the initial receipt and processing of EMS calls within the Clackamas ASA. The Contractor will be responsible for providing the technology to automate the EMD process as well as providing EMD cards for use in instances of CAD failure.

The County and CCOM are interested in achieving accreditation of CCOM by the National Academy of Emergency Dispatch. Proposers should provide information regarding their willingness and commitment to assist CCOM in meeting this goal through support for EMS components of the communications center.

1. Staffing

Staffing levels shall be such that emergency lines from PSAPs will be answered on the first ring. The contractor will be required to provide a minimum of two (2) EMS dispatch personnel at all times. CCOM call-takers provide medically appropriate priority dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the Medical Director. Contractor's CAD system and procedures must be compatible with this system and contractor's personnel must be certified and capable of utilizing the approved procedures to handle overflow calls. CCOM determines, in consultation with the Contractor, the call flow process and radio channel assignment.

2. Hardware

Dispatch communications equipment and radio consoles, telephone equipment, including hardware and software, proposed communication infrastructure enhancements, and other equipment and software, ambulance radios (mobile and portable) and Mobile Data Terminals or Mobile Data Computers employed by the contractor in the delivery of these services will be provided by the Contractor.

The County currently utilizes a Motorola 800 megahertz trunked radio system and a VHF radio system. Contractor must install and maintain the capability for communication on both systems at dispatch and in ambulances and supervisory vehicles. Certain dispatch equipment and a paging terminal may be available. Contact information for additional information and a description of the radio system is provided in Appendix 10.

CCOM maintains a primary answering point for 9-1-1 and has the capability of transferring telephone and/or computer data to the contractor's EMS Dispatch Center.

3. Computer Aided Dispatch System

The contractor shall utilize a computer-aided dispatch system to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes and seconds. All radio and telephone communications, including pre-arrival instructions and time track, must be recorded on tape or by digital systems and kept for a minimum of 180 days. The computer-aided dispatch

system shall meet the reporting requirements as specified herein and proposers shall provide details of their commitment to integrate the collection and availability of dispatch data among all PSAPs and communications centers.

4. Communications Center Personnel Qualifications

Medical communications workers shall, at a minimum, be certified in emergency medical dispatch (EMD). The current standard is MPDS.

The contractor shall provide comprehensive internal orientation and testing encompassing EMD certification, CAD system use, system status management, geography, medical priority dispatch protocols, first responder notification protocols and procedures, air medical notification procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), paging system conventions and uses, data radio system operations, radio telephone, and emergency operations center procedures.

The contractor will be responsible for the management and supervision of its employees. Contractor and CCOM supervisory personnel will cooperate in the resolution of problems and disputes. Contractor's personnel will comply with normal Communications Center standard operating procedures.

The contractor will assign at least one person to participate in the joint Communications Center Quality Assurance/Improvement process.

The contractor will cooperate and participate in obtaining Communications Center accreditation for CCOM.

5. Priority Dispatch Protocols and Pre-Arrival Instructions

CCOM utilizes medical dispatch protocols and pre-arrival instructions approved by the Fellows of the National Academy of ~~EMS~~ Emergency Medical Dispatch (NAEMD). The dispatch priorities are subject to change by the Medical Director. While "priority dispatching" as defined by the Fellows of the National Academy of ~~EMS~~ Emergency Medical Dispatch is acceptable, the County does not allow the concept of "call screening." Unless specifically allowed in protocols approved by the EMSMD and the County, it shall be a major breach of this contract for the contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services to any location within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

During the term of the contract resulting from this RFP, changes in healthcare reimbursement and clinical practices may result in new and creative methods of delivering healthcare services using EMS resources. Programs such as "Community Paramedics," "Readmission Avoidance," "Preventive Visits" and other initiatives may be authorized. In the event that such programs are implemented, it will be accomplished only with the participation and approval of the County and the County Medical Director with protocols and policies that govern such operations. These programs may also involve multiple EMS providers, including the Fire Department ALS Consortium, to assure system wide integration, availability and consistency of the services offered.

Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported on a monthly basis with response statistics. Participation in joint QA/I is required.

O. Data and Reporting Requirements

The long-term success of an EMS system is predicated upon its ability to both measure and manage its affairs. Therefore the County will require its contractor to provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis. The contractor shall provide access to real-time CAD information in the offices of the Medical Director, County EMS Supervisor and CGOM designated PSAPs.

1. Dispatch Computer

The dispatch computer supplied by the contractor shall be capable of the following:

- a. Electronic data entry of every response on a real time basis.
- b. Color coded prioritization of deployment plan, displaying calls received for runs pending, runs in progress, transfers scheduled up to 24 hours in advance, and status of ambulance resources available for service.
- c. Continuous display of unit time in each response status. Automatic display of units exceeding pre-determined "time in status" criteria for deployment and crew safety.
- d. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location or patient name.

- e. On-line, real time visual display showing a deployment plan and prioritization of countywide coverage for that time of day, and day of week. Visual displays of deployment plans should be available for both actual and hypothetical ambulance availability levels.
- f. Automated integration with digital paging, mobile status messages and 9-1-1 ANI/ALI displays.
- g. Simultaneous and continuous printed logs of deployment or another manner of preserving deployment and call information in case of a CAD failure.
- h. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.
- i. GPS monitoring of the entire ambulance fleet location.
- j. Interface with the Enterprise Service Bus currently in use.
- k. A "data lockbox" which would employ a third party organization to maintain CAD data to assure the integrity of CAD and response data.

2. Communication Center Data Capabilities

The contractor's electronic data system must be capable of producing the following reports to be utilized in measuring response time compliance:

- a. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition.
- b. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition.
- c. Out of chute response times by crewmembers.
- d. On-scene times.
- e. Hospital drop times by crewmembers.
- f. Emergency and non-emergency responses by hour and day.
- g. Dispatch personnel response time reports.
- h. Canceled run report.
- i. Demand analysis report.
- j. Problem hour assessment.
- k. Call mode by hour and day.

I. Ambulance alert exception report.

In addition, the contractor shall fully complete a manual "dispatch card" approved by the County for each dispatch of an ambulance when the computer is inoperable. The contractor's personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

3. Quality Improvement and Medical Control

The contractor's electronic data system must be capable of capturing and reporting common data elements used within the EMS system. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to medical priority dispatch questioning, and provision of pre-arrival instruction.

4. Records

The contractor shall operate and manage the data collection system in accordance with the Medical Director's standards. It is understood that the data collection system shall include, but not be limited to, the following generally described sources. It is also understood that the contractor shall make these records available upon request of the Medical Director.

- a. A uniform dispatch report form to the Medical Director's specifications.
- b. A uniform patient care form to the Medical Director's specifications.
- c. An inter-hospital patient care form to the Medical Director's specifications.
- d. Equipment maintenance and inventory control schedules as required by the Medical Director and/or Director of Public Health.
- e. Deployment planning reports.
- f. Continuing education and certification records documenting training and compliance with the Medical Director's requirements.

An electronic patient care report form is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport counts as two transports, other than "wait and return" trips, which are to be counted as one transport. A round trip transport occurs when an ambulance takes a patient to a destination then leaves the location. When the patient is ready for transport back to the point of origin, an ambulance is once again dispatched to transport the patient. A wait and return occurs when the ambulance

remains on scene and dedicated to that patient, before transporting back to the point of origin.

To allow comprehensive quality improvement activities, the contractor is required to provide the Medical Director with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity.

Contractor shall propose a system that will provide all patient care records in an electronic format. It is the County's desire to develop a single patient records and CQI data system for use by CCOM, first responders and the Contractor. Each proposer will provide detailed information regarding the method proposed to accomplish this goal, including technical specifications, edit and audit capabilities, provisions for security and the advantages of the proposer's approach to electronic patient records.

The County requires patient care forms to be delivered to the Medical Director on demand. The County may assess liquidated damages of \$500.00 for every patient care form that is not accurately completed and turned over to the County EMS Medical Director within the specified time.

5. Monthly Reports Required

Contractor shall provide, by the tenth day of each calendar month, reports detailing its performance during the preceding month as related to the clinical, operational and financial performance stipulated herein. The format of such reports shall be subject to the County's approval.

6. Financial Statements

Annual income statements for the contractor's operation under the County contract shall be provided to the County within 90 days of the end of the each contract year. The income statements shall be in the format specified by Appendix 2, and shall be certified by a certified public accountant that has direct responsibility for financial aspects of the contractor's operations under the County contract. It is understood that the County may make these financial statements available to other parties as deemed appropriate. In any contract year, the County may require contractor to submit an audited financial statement for the local operation.

Contractor shall also comply with such other miscellaneous reporting requirements as may be specified by the County.

P. Internal Risk Management/Loss Control Program Required

The County believes that education and aggressive prevention of conditions in which accidents occur is the best mechanism to avoid injuries to patients and the contractor's staff. Therefore, the County requires the contractor to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), initial and on-going driver training monitoring of driving performance, safety restraints for patients and caregivers, infectious/communicable disease training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program.

Q. Stand-By and Special Events Coverage

Upon request by law enforcement and fire department dispatchers, the contractor shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request stand-by coverage from the contractor. The contractor is encouraged to provide such non-dedicated standby coverage to events if possible. If the contractor is requested to provide such services with a dedicated ambulance, then the contractor may provide such services for a charge equal to the approved County rate for standby services to be determined by the contractor. Contractor may also make a paramedic available for pre-scheduled stand-by and special events coverage at an hourly rate. Proposers should provide a plan for the development of a joint special events team utilizing resources provided by the first response agencies that choose to participate, as well as the contractor. Revenues from special events may be used to fund the plan.

R. Community Education Requirements

The County desires that its contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventative health care. These programs are to be made available to schools and community groups. It is the County expectation that the contractor will plan such programs working collaboratively with the fire agency having jurisdiction and other public safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and law enforcement. Community education programs may, at the contractor's option, be provided by on duty units or personnel. All programs shall be approved by the County and whenever possible be conducted as joint efforts with the appropriate agencies. Proposers shall demonstrate their commitment to develop fully integrated Community Education Programs in conjunction with the Fire Department ALS Consortium and other public safety and healthcare providers.

The current contractor provides two essential services, a wilderness medical program that provides advanced medical response to remote and wilderness areas of the County in conjunction with first responders and rescue teams, and a river safety program at High Rocks on the Clackamas River that provides lifeguard and river rescue services. The County intends to continue these programs through the new contract.

Proposers are encouraged to development 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 Sherriff'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, backcountry travel, medical protocols and basic SAR operations should be covered.

Proposers are encouraged to develop 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. Proposer should include a description of specific training, personnel commitments, equipment and budgeted funds committed for this program. Program must address interagency cooperation with police and fire agencies.

S. Mutual Aid

The contractor shall, at a minimum, provide mutual aid as required by the Ambulance Service Plan. Additionally, the provider may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the Clackamas ASA, provided that the level of service is substantially equal to that provided by the contractor and the agreement is approved by the Medical Director and the County. Mutual aid may be utilized to augment, but not replace, the services that the County is requiring from the contractor. In every case, the contractor will be held accountable for the performance, including response times, of any mutual aid provider used in the County.

The contractor will keep records of mutual and regional aid received and given, including the County or other governing entity and EMS provider that provided or received aid. Each month, the contractor will submit to the EMS Supervisor a report detailing all mutual and regional aid responses given and received in the same format as other responses but also including the name of the county, city or other governing entity and EMS provider which provided or received aid. Should the number of responses received from any governing entity or provider exceed the number rendered by the contractor to

that governing entity or provider by more than twenty (20%) percent, the County will assess the contractor liquidated damages up to \$100 per response in addition to any liquidated damages which may also result due to such responses exceeding response time requirements.

Use of ALS transport ambulances under arrangement with the Fire Department ALS Consortium, whether on a subcontracted unit-hour basis, assigned primary response "sub-zone" or on an ad hoc basis, shall not be considered mutual aid for the purpose of these calculations.

T. Disaster Assistance and Response

The contractor shall be actively involved in planning for and responding to any declared disaster in the County. Both a mass casualty incident plan and an emergency disaster plan following incident command system guidelines have been developed.

1. In the event a disaster within the county or a neighboring county is declared, normal operations shall be suspended and the contractor shall respond in accordance with the County's disaster plan. The 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.
2. The direct marginal costs resulting from the performance of disaster services that are non-recoverable from normal payors 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.
3. Proposers should provide detailed information regarding their disaster and emergency operations plans, including, at a minimum, their "essential use" facilities, plans for continuity of service and recovery.

U. Deployment Planning and Initial Plan

During the first two quarters of operation, the contractor shall adhere to or exceed the initial coverage plan submitted in its proposal. It is anticipated that the contractor's initial coverage plan may require more or less unit hours than may be necessary after the contractor has gained additional experience. Proposers must provide sufficiently detailed information in their submissions, including unit hours per day and shift schedules to allow evaluation of the thoroughness of the plan.

Subsequent coverage plan modifications, including any changes in post locations, priorities, and around-the-clock coverage levels, may be made at the contractor's sole discretion by notifying the County in writing at least five business days prior to the implementation of the change. Proposers should include estimates of additional resources that may be required due to seasonal fluctuations in call volume in various areas of the County including High Rocks and Mt. Hood.

The contractor will immediately notify ~~CCOM-PSAPs~~ each and every time that on-duty staffing falls below the minimum specified in the current system status plan and any time that the contractor reaches "level ~~zero~~ one" (i.e. only one ambulance available).

V. Clinical and Employee Provisions

A. Medical Oversight

The County shall furnish medical control services, including the services of a Medical Director, for the contractor and all participating first response agencies in accordance with the Ambulance Service Plan. The Medical Director is employed or contracted by the County and is advised by EPAB. The Medical Director shall receive no compensation or remuneration directly from the contractor.

Contractor will be required to provide funding for medical direction to the County in an amount specified by the County that is equal to the actual cost of medical direction. Contractor will be required to assume funding of the Medical Direction and EPAB budget upon start of contract.

1. Medical Protocols

Contractor shall comply with EMS System medical protocols and policies and other requirements of the system standard of care as established by the Medical Director. Current medical protocols including trauma transport protocols are found in the System Clinical Protocols in Appendix 5.

2. Direct Interaction with Medical Control

Field and communications personnel have the right and responsibility to interact with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential. Particular attention has been given to including safeguards against the contractor's organization preventing or discouraging this interaction from occurring. The Medical Director recognizes the complexity of these interactions, and will not otherwise involve himself/herself in employer's labor matters. The contractor will be required to designate an individual who will be responsible for quality improvement and serve as liaison to the Medical Director.

3. Medical Review/Audits

The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the contractor's responsibility to implement this corrective feedback.

To the greatest extent possible, medical audits are to be scheduled in advance for the convenience of the field personnel. The contractor shall arrange schedule changes, if possible, to make medical audit attendance more convenient.

The Medical Director may review and categorize medical audit requests, separating those with important clinical implications or which potentially involve disciplinary action from those that involve by telephone, and may resolve the matter directly without further involvement, or unnecessary inconvenience of field personnel.

The Medical Director may require that any of the contractor's employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Every employee involved in a case being reviewed is not required to attend unless mandated by the Medical Director.

The Medical Director shall at all times work with contractor to insure that procedures and processes, which are already in place in the contractor's organization, are not altered unnecessarily.

4. Duties of the Medical Director

The duties of the Medical Director are outlined in the Appendix 4: Ambulance Service Plan.

B. Transport Requirement Limitations

Should the contractor determine that specific individuals have abused the required transport provision of the EMS service, they shall report the names of those individuals to the County EMS Medical Director. The EMSMD may establish, within the generally recognized standards of care, reasonable procedures to enable the contractor to decline to transport such abusers after contact with on-line medical control.

C. Minimum Clinical Levels and Staffing Requirements

All ambulances rendering services shall be staffed and equipped to render paramedic care. Initially, the minimum requirement for the second staff member shall be an EMT-B.

Proposers are encouraged to submit proposals that exceed the minimum staffing requirements, provided that such proposals include a description of how the proposed staffing model will improve patient care and/or system cost effectiveness.

D. Demonstrable Progressive Clinical Quality Improvement Required

The County desires that its contractor participate fully in and support a comprehensive quality improvement process for the EMS system. That process shall include, at a minimum, medical dispatch personnel and transport personnel, and should provide for integration of all responders and caregivers for each patient care situation. Ideally, the QI process should include all patient contacts and interventions, including: bystander action, AED or other first responders, including law enforcement, 911 call taking and EMD, multiple agency dispatchers, fire first responders, ambulance personnel, online medical advisors, off-line medical advisors and receiving facilities. Quality improvement processes shall be utilized to improve outcome oriented patient care and facilitate continuing education.

The contractor shall provide in-house or sub-contracted in-service training programs designed to meet employee certification requirements that will be offered at no cost to employees. While the specific compensation strategy utilized by each proposer to attract and retain quality employees is properly left to the expertise of the proposers, the County would like to see the employees compensated for time spent in required training. Such compensation, whether in the form of hourly pay, training bonuses, differential pay or other form should be specifically identified in the proposal.

The contractor shall budget a specific amount each year to be used for non-mandatory clinical upgrades. It is the County's intent to encourage and require its contractor to anticipate increasing internal standards and the funding needs of these enhancements in addition to those that may be externally mandated. Each Proposer will be required to propose a cumulative annual reserve for these upgrades for each year of the contract.

E. Treatment of Incumbent Work Force

A number of dedicated, highly trained personnel are currently working in the County's EMS system. The proposers are encouraged shall provide detailed information including plans and timelines proposed to recruit employees currently working in the system to assure a smooth transition and to encourage personnel longevity within the system. Proposers shall also provide detailed information regarding the treatment of seniority, pay brackets, benefits, vacation, pension and other compensation offered to incumbent employees. Proposers shall further provide specific information regarding hiring policies and the degree of preference they propose for personnel currently working in the Clackamas County EMS System. The County desires to see the incumbent employees

treated fairly and offered the opportunity for employment. Consequently, significant consideration and weight will be given to the degree to which each proposal offers to recruit and employ personnel that are incumbent workers in the current contract.

Oregon law, (ORS 682.089) provides certain requirements for the treatment of incumbent workers during this process. Proposers are hereby notified that they are subject to the requirements of ORS 682.089, where applicable. An excerpt of this statute is provided as Appendix 9.

F. Character Competence and Professionalism of Personnel

The County expects and requires professional and courteous conduct and appearance at all times from the contractor's field personnel, medical communications personnel, middle managers and top executives.

All persons employed by the contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a criminal record check. The contractor shall provide documentation to the County of compliance with this provision.

G. Key Personnel

The County will, in part, base the award of the contract upon the qualifications of the organization, and upon the qualifications of key personnel presented in the proposer's proposal. The contractor will be expected to furnish the personnel identified in the proposal throughout the term of the contract. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practices whether intentional or not.

Additionally, the proposer is required to provide the title, reporting relationship and limits of authority for the senior executive, on site, serving as the main contact with the County. It is the County's desire to have strong local control of the operation.

H. OSHA and Other Regulatory Requirements

It is anticipated during the term of this contract that certain regulatory requirements for occupational safety and health, including but not limited to infection control and blood borne pathogens may be increased. It is the County's expectation that the contractor will adopt procedures that meet or exceed all requirements for dealing with these matters.

Compliance with HIPAA, HITECH and other federal and state privacy programs is mandatory. Proposers shall document their programs.

I. Discrimination Not Allowed

During the performance of this contract, the proposer agrees that it will comply with all applicable provisions of federal, state and local laws and regulations that prohibit discrimination. Specifically, the proposer warrants that it shall:

Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, handicapped status or disability. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, national origin, handicapped status or disability. This shall include, but not limited to the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship;

Comply with Executive Order 11246, as amended, if applicable, and the rules, regulations and orders of the Secretary of Labor;

Be responsible for determining the applicability of and compliance with any federal or state regulation enacted pursuant to: Executive Orders; federal legislation or amendments to legislation; and state legislation or amendments to legislation.

J. Work Schedules and Employee Affairs – An Employer Matter

Although this is a performance-based RFP and proposers are encouraged to be creative in delivering service, the proposers are expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.

The County expects that to attract and retain outstanding personnel, the contractor must offer reasonable compensation. The contractor is not to use sub-standard compensation levels in order to deliver the economic efficiencies necessary to profitably manage this contract. Average salary levels, which may be proposed, at a minimum, shall be equal to or exceed current salary levels. The County in no way intends to restrict the ingenuity of the contractor and its employees from working out new and creative compensation (salary and benefits) programs.

The County emphasizes that the contractor is responsible for conducting the affairs with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the contract, which will be ultimately executed by the contractor. The County will not otherwise involve itself in contractor/management/employee relationships.

K. Contractor Recruitment and Retention Strategies

The contractor shall propose creative strategies to recruit and retain employees that meet the goal of minimizing employee turnover.

SECTION 6

MINIMUM QUALIFICATIONS AND DOCUMENTATION OF CREDENTIALS

MINIMUM QUALIFICATIONS AND DOCUMENTATION OF CREDENTIALS

A. Overview

This section describes the minimum qualifications that a proposer must meet to be eligible for contract award. The successful proposer will be required to deliver a high level of performance within an EMS system that is among the most sophisticated and complex in the country. This process will require the submission of a single proposal document containing both the proposer's credentials statement and detailed service proposal.

Credentials statements will be evaluated to establish the relative strength of each proposer in the areas of analogous experience, financial depth and stability, and documentation of regulatory compliance. Proposers are cautioned about submitting incomplete credentials statements or proposals.

Credentials scoring will be accomplished by assigning the highest number of points in each category to the proposer documenting the strongest qualifications. Other proposers will receive proportionately fewer points based on the County's Selection Committee's evaluation of the relative qualifications of each proposer. Submissions failing to demonstrate minimum qualifications in any category will receive a "0" score for that category. The following table illustrates the credentials categories and their corresponding potential points:

Category	Maximum Points
Analogous Experience	40
Sound Financial Strength <u>Position</u>	40
Documentation of Regulatory Compliance	20
Maximum Total Credentials Points	100

B. Standard Method for Qualifications

Proposers must provide detailed information and supporting materials to enable the County to fully evaluate their qualifications. Proposers having multiple sites may use information from any site to establish qualifications. However, information presented which does not reflect the experience of the operational site responsible for performance under this proposal shall be noted.

Should any group of entities submit a proposal as a joint venture, or should any proposer propose to use a subcontractor to fulfill obligations specified in this RFP, any information presented which does not reflect the experience of the operational unit submitting the proposal shall be so noted.

1. Analogous Experience

Each proposer shall provide the following:

- a. Documentation clearly demonstrating that the proposer has experience managing an emergency high performance¹ ambulance service in a community with a population of at least 250,000 persons. Information should include a list of communities in which the service is operated, name(s), address(es) and phone number(s) of the Medical Director(s) and contract officer(s) or designated public official(s) with oversight responsibility. Documentation of independently verifiable maximum (fractile) response time performance, the number of responses provided in each of the last two years and a brief description of the community, its EMS system and the services provided by the proposer must be included.

Or,

- b. Documentation of existing sophisticated internal emergency services management systems and personnel that can facilitate its transition to managing such a service. This information should include, but not be limited to, descriptions of operational methods:

1. System Status Planning and Deployment methods
2. Communications Center Management
3. Field Supervision
4. Training and Management of Clinical Personnel
5. Recruitment, Orientation and Retention of Personnel
6. Quality Improvement Process Management
7. Interactions with First Responders
8. Management of a Material Management and Distribution System
9. Fleet Management
10. Driver Training and Risk Management
11. OSHA Compliance and Exposure Control
12. HIPAA Compliance
13. Participation in Medicare / Medicaid Compliance Program

¹ As defined in Contracting for Emergency Ambulance Services. American Ambulance Association. Chapter 1.

- 14. Compliance and Quality Assurance methods for third party billing
- 15. Accounts Receivable Management

Proposer shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible and accountable for providing services under this RFP.

Proposer shall demonstrate its ability to comply with response times by one of the following methods:

1. Experience in managing and operating a service which is required to comply with specified emergency response times based on fractile compliance (e.g. 90% of life threatening emergencies responded to within 8 minutes and 59 seconds). Documentation shall include a copy of contract language, regulation or ordinance which requires compliance and the services response time performance for the past full year for which information is available. This information shall be provided on a monthly compliance basis and in the following format:

Life Threatening Emergencies

Month												
Responses												
Exceptions												
Compliance %												

Or, if the proposer does not have experience managing and operating a service that is required to comply with specified response time;

2. The proposer shall provide clear and convincing information that demonstrates the capability to implement and manage such a system. The proposer should include information about the steps, policies, procedures, training, equipment and management techniques that would be utilized to fulfill the requirements of the contract.

3. The proposer shall provide detailed information concerning accreditation of its operations (local, regional and national) including the accrediting agency (e.g.: CAAS, CAMTS, CFAI, etc.). Additionally, the proposer shall provide information regarding the accreditation and certification of its personnel from agencies such as CPSE and AAA.

2. Demonstration of Sound Financial Position

Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the proposer's performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official that clearly has the authority to bind the parent organization. The proposer will also provide and document the following:

- a. Access to sufficient capital to provide for implementation and start-up of the contract.
- b. Financial reserves or net worth sufficient to sustain the operation in case the proposer has incorrectly estimated expenses or profits from the operation.
- c. Any issue or potential event that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
- d. If the proposer's organization or its parent company is publicly traded, a copy of the most recent annual report and SEC forms 10-(k) and 10-(Q). These must include audited financial statements for at least the past 2 years.
- e. If the company is not publicly traded, copies of audited financial statements for the last 2 years. If no audited financial statements are available, the company must provide other convincing evidence of financial capability and stability such as financial statements and personal or institutional guarantees of the company's obligations and performance. The burden of proof of financial stability is upon the proposer.
- f. Clear evidence of the ability to secure insurance coverage required under this procurement. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided. Detailed insurance coverage requirements are in Section 8.
- g. A federal programs (Medicare & Medicaid) and third party payor billing and documentation compliance program. Proposer should identify its program,

methods, documentation guidelines, and implementation procedures. Proposers will also identify the firm's compliance officer and detail policies related to reporting and resolution of compliance issues. The County intends to compare documentation of compliance programs to the Draft OIG Compliance Program Guidance for Ambulance Suppliers, found in the Federal Register / Volume 67, No. 109 / Thursday, June 6, 2002 / Notices, as part of the evaluation.

h. A plan to comply with HIPAA and HITech.

3. Documentation of Regulatory Compliance and Litigation

- a. The proposer shall detail any and all regulatory investigations, findings, actions, complaints and their respective resolutions. Proposer will specifically include details about any and all emergency (911) contract terminations within the last two years. Additionally, the proposer will detail the circumstances and resolution of any contract disputes or notices of non-compliance.
- b. Specifically, the proposer will provide a description and documentation of the results of any ambulance license termination or federal programs (Medicare, Medicaid or similar programs) compliance investigations of any of their owned or related organizations.
- c. The proposer will provide a detailed list of all litigation with an anticipated or reserved exposure of \$200,000 or more in which the proposer is involved.
- d. The documentation and regulatory compliance and litigation requirements must include the actual business unit that is proposed to directly provide the service and any related or parent companies or organizations.

SECTION 7
EVALUATION AND SELECTION CRITERIA

A. General Submission Information

1. Procurement Time Frames

The schedule for the Clackamas ASA procurement is outlined in the Schedule found on page 2.

2. Cost of Participation

All costs associated with participation in this procurement process shall be borne by the proposer. The County will not be responsible for any costs incurred by any party as a result of participation in this process.

3. County to Investigate Credential and Proposal Submissions

The proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for all owners, officers and key personnel. Publicly held companies need only submit the company release and those for the managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal. Copies of the required release forms are provided as Appendix 1, Investigative Releases.

4. Own Expertise and Judgment Required

Each proposer is specifically advised to use its own expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the contract. "Methods", in this context means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which, taken together, comprise each proposer's strategies and tactics for accomplishing the task. The County recognizes that different proposers may employ different methods with equal success. By allowing each proposer to select, employ and change its production methods, The County hopes to promote innovation, efficiency and superior levels of performance.

5. Estimated Business Volumes

The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transports, or frequency of special events coverage that may be associated with this procurement. Any and all historical data related to past volumes of business within the Clackamas County EMS system are provided to

illustrate the historical level of performance only, and not to guarantee future business volume.

B. Evaluation of Proposals

A Selection Committee composed of representatives appointed by the County will evaluate proposals. The County's consultant and representatives from the County's Legal, Finance, and Risk Management Departments will assist the committee. The County's consultants and legal advisors will not serve as members of the Selection Committee but may be asked to provide technical support for the committee.

Investigations of proposers' submissions and services may be conducted as deemed necessary by the County. Such investigations may include a site visit.

Proposals will be evaluated according to the following methodology:

- **Compliance with the RFP**

Proposals determined to be non-compliant with the RFP will not be evaluated. Compliance means that the proposal was received prior to the deadline for submission, the proposal deposit in the amount and form specified was received, the mandatory table of contents was followed, ordering and numbering conventions are consistent with the required table of contents and format stipulated in the RFP.

- **Review of Credentials**

Credentials statements submitted by all proposers will be evaluated and scored. Points accumulated as a result of the credentials review will be included in the final scoring of the proposals.

Credentials scoring will be accomplished by assigning the highest number of points in each category to the proposer documenting the strongest qualifications. Other proposers will receive proportionately fewer points based on the Selection Committee's evaluation of the relative qualifications of each proposer. Submissions failing to demonstrate minimum qualifications in any category will receive a "0" score for that category.

Points awarded as a result of credentials review will be added to the proposal points in the final compilation process so that, in the event two or more Proposers receive close scores, the more experienced or qualified firm will receive an advantage for demonstrating superior credentials.

- Review of Proposals to Provide Ambulance Service

Each qualified proposal will be reviewed and scored by the Selection Committee.

- Award of Points for Proposals to Provide Ambulance Service

Scoring will be based on a point system with points allocated to each category in the required outline format of the proposal. Each proposal will be separately and independently scored by each Selection Committee member as follows:

- ❖ *Compare.* Each committee member will individually compare submissions related to a single category.
- ❖ *Identify the strongest submission and assign highest points.* On the basis of that comparison, each committee member will identify the strongest submission in that category and award to that proposer the highest number of points for that category.
- ❖ *Award relative points to other submissions.* Having assigned the highest points to the strongest submission, each individual committee member will then award points to the other proposals in that category, consistent with that member's assessment of the relative strengths of the competing proposals, on that category only.
- ❖ *Repeat the process for all criteria.* Each individual committee member will then repeat steps a. through c. for all categories shown on the scoring sheets.
- ❖ *Tabulate scores.* County staff members will tabulate the points.

- Overall Compilation of Points, other than pricing for Ambulance Service

The total number of quality points for proposals to provide ambulance service will be divided by the number of Selection Committee members to obtain the arithmetic average score for each proposer.

- Award of Points for Pricing for ALS Transport

Pricing for ALS transport will be evaluated by the County staff, and will be presented to the Selection Committee. The proposer judged to have the lowest price (MAB) will be awarded the highest number of points. Points for the remaining proposals will be awarded based on an inverse relationship of each proposer's price to the best price.

Low Price ÷ Price = Ratio. Ratio x Points Available = Score

- Overall Compilation of Points for ALS Transport

The average number of points for proposals to provide ALS transport will be added to the pricing points. The proposal with the highest number of points will determine the highest rated responsive responsible proposer.

- At the discretion of the County, proposers may have an opportunity to make an oral presentation to the Selection Committee.

- Selection

The results of the Selection Committee process and recommendation will be submitted to the County Administrator, who will review them and make a recommendation to the Board of County Commissioners regarding approval and authorization to issue the Notice of Intent to Award and to negotiate a contract with the prevailing proposer.

C. Scoring Criteria

<u>Item</u>	<u>Points</u>
I. Letter of Transmittal	0
II. Introduction - Description of Proposed Organization	0
III. Credentials	
A. Analogous Experience	40
B. Sound Financial Strength <u>Position</u>	40
C. Documentation of Regulatory Compliance	20
	100
IV. Clinical Performance	
A. Clinical Credentials of Field Personnel	50 <u>80</u>
B. Financial Reserve for Clinical Upgrades	30 <u>20</u>
C. Quality Improvement Processes	30 <u>40</u>
D. In-Service Training of Contractor's Employees	30
E. Employee Screening and Orientation	20 <u>30</u>
F. Preceptor Qualifications/Status	40 <u>30</u>
G. Internal Staff Support for Medical Director	30
	200<u>260</u>

V.	Community Service and Education	
A.	Community Based Programs	50
B.	Wilderness Medicine Program	50
C.	River Program	50
		150
VI.	Control Center Operations	
A.	Qualifications of Personnel	20
B.	In-service Training of Contractor's Employees	20
C.	Employee Screening and Orientation	20
D.	Methods for Fine Tuning Deployment Plans	20
E.	Proposed Computer Aided Dispatch/AVL System	70
F.	Proposed EMD Software	25
G.	Proposed Support of EMD Training for County Communications	25
		200
VII.	Human Resources	
A.	Treatment of Incumbent Workers	30 130 70
B.	Compensation and Benefits	80 90
C.	Leadership/Supervisory Training	30 40
D.	Diversity Awareness Training and Involvement Plan	10 20
E.	Health and Safety Programs	10 20
F.	Recruitment and Retention Strategies	40 60
		200 300 300
VIII.	First Responder Program Support	
A.	First Responder Equipment and Supply Replenishment	50
B.	Training Support for First Responder Program	50
C.	Creative Proposals to Enhance Provider -- First Responder Partnership	100
		200
IX.	Fleet and Equipment Issues	
A.	Proposed Vehicles and Safety Features	60
B.	Ambulance Maintenance Practices	20
C.	Equipment Maintenance Practice	20
		100
X.	Key Personnel and Implementation Plan	50
XI.	Administrative	
A.	Provision of Insurance	5

B. Method of Providing Performance Security	40
C. Subcontracts	5
	50
XII. Accounts Receivable Management	50
XIII. EMS System Innovation	100
<hr/>	
Total Quality and Credentials Points	<u>1,400,560</u>
<hr/>	
Credential Points	100
<hr/>	
XIV. Pricing Information	<u>300,390</u>
Total Points	<u>1,500,950</u>

SECTION 8
GENERAL CONDITIONS

GENERAL CONDITIONS

Financial and Administrative Provisions

A. Terms and Renewal Provisions

The successful proposer will be granted an exclusive contract subject to Clackamas County Commission approval for an initial period of five (5) years, beginning XXXXXX XX, XXXX and will have the opportunity to earn one-year extensions according to the "evergreen" terms of the contract. To earn each extension, the contractor must substantially exceed the minimum requirements of the contract during the previous term. Extensions must be applied for and approved annually beginning with the ~~third~~first year of the contract. If granted, the first renewal or sixth year of the contract will be granted ~~at the end of~~ following the ~~third~~first contract year, if approved by the ~~Clackamas County Board of County Commissioners~~Department.

Criteria for Evaluation of Extension Application

The contract will contain specific criteria that will be used to evaluate any request for contract extension. At a minimum, these will include:

- Contractor has met or exceeded the response time reliability requirements of the contract for each and every month of the year being evaluated, and,
- The Medical Director certifies that the contractor has met ~~and or~~ exceeded all clinical provisions of the contract during the year being evaluated, and,
- The County verifies that the contractor has exceeded the financial requirements of the contract by proving that it realized an average bill that is lower than the maximum average bill allowed for the year being evaluated. (The "maximum average bill" calculation is composed of the total number of dollars charged for emergency ambulance services during the contract year, minus any charges for standby's, 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. For this purpose, the ~~The~~ maximum average bill will include authorized charges for reimbursement of medical direction, regulation and oversight, in addition to the proposed maximum average charge contained in the successful proposal.)

Modification of Term of Contract in the Public Interest

During the term of any contract extension, the Board of County Commissioners may determine that significant changes in the EMS system design or the scope and/or performance requirements of the contract are in the public interest. Should this occur, the County will notify the contractor and attempt to negotiate the required changes in the contract. If the appropriate changes cannot be agreed upon within a reasonable amount of time, as determined by the Board of County Commissioners, the County may modify the term of the contract to allow implementation of the required changes.

B. ~~RESERVED~~Rate Evaluation Process

The County will use a Rate Evaluation Process annually to make needed adjustments to the Maximum Average Bill and Patient Fees. The Rate Evaluation Process allows for adjustments based on changes in the Consumer price Index, changes in payor mix, changes in Medicare and Medicaid reimbursement and extraordinary changes including items beyond the contractor's control or changes in contract requirements.

C. Insurance and Indemnity Provisions

Proposers will provide satisfactory evidence that if chosen as the County's contractor, the company will be able to provide, throughout the term of the contract insurance coverage meeting or exceeding the following requirements:

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 obtained by the successful proposer. 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.

Additionally, the successful proposer must agree to the following indemnity clause in the agreement: 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.

The insurance, other than the Workers' Compensation, Professional liability shall include the County as an additional insured. Proof of insurance must include a copy of the endorsement showing the County as a scheduled insured. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This

policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. Performance Security

Due to the importance of the EMS System to the community it serves, the County must do everything possible to eliminate the potential for a system failure. Ambulance service is an essential service and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the contractor.

The County will use a combination of performance security provisions to safeguard the public. The contractor will execute a three way leasing agreement or standby lease agreement, which will assure the County immediate access to any and all equipment and supplies, and other assets that the County determines are necessary for the continued operations of the system. In addition, the County has the right to terminate the contract for major breach.

1. Continuous Service Delivery

The contractor expressly agrees that, in the event of breach of contract by the contractor, the contractor will work with the County to assure continuous delivery of services regardless of the underlying cause of the breach. The contractor agrees that there is a public health and safety obligation to assure that the County is able to provide uninterrupted service delivery in the event of breach even if the 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.

2. Performance Letter of Credit or Cash Escrow Account and Replenishment

Contractor will provide performance security in the amount of ~~two one~~ million, five hundred thousand dollars (~~\$2,500,000~~1,500,000) in a form acceptable to the County.

The County believes that an irrevocable performance security letter of credit provides improved access to working capital in the event of a contractor failure and is therefore the preferred method of securing performance. Accordingly, the award of points for provision of performance security during the scoring process will favor this method.

Because it will be impracticable to determine the actual damages in the event of contractor's breach, the parties shall contract that this amount of ~~two~~one million, five hundred thousand dollars (~~\$2,500,000~~1,500,000) is a reasonable amount for total liquidated damages and a source for any liquidated damages set out in this RFP or the contract. It is expressly understood and agreed by the proposer and County that this ~~two~~one million, five hundred thousand dollars (~~\$2,500,000~~1,500,000) total or the lesser amounts of liquidated damages set out in this RFP and final contract are not considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. If used, the Letter of Credit must be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of 1A or higher; A or higher by Standard and Poor's; A or higher by Moody's investors; or, have a comparable rating by another rating system acceptable to the County. In the event the performance security is used for minor or major breaches such that the total is reduced to ~~two~~one million, two hundred fifty thousand dollars (~~\$2,250,000~~1,250,000), the performance security will be immediately replenished to ~~two~~one million, five hundred thousand dollars (~~\$2,500,000~~1,500,000). Withdrawals of liquidated damages shall be made by a letter signed by the Director of Department of Health, Housing and Human Services and no other action will be required for the immediate release of funds to the County.

Should a proposer initially prevail in this procurement and then fail to provide the required letter of credit, bond or cash account specified herein, the County will not execute the contract, the proposer will be disqualified and forfeit the proposal deposit. Any replacement, renewal or material alteration in the performance security during the term of the contract will be subject to review and approval by the County.

The letter of credit or cash account will be used to assure the operation of the ambulance service, as well as payment for any liquidated damages for delay or nonperformance or as otherwise set out in this RFP and the final contract, including, but not limited to the conduct of a procurement process, negotiation or related administrative expenses, should the County terminate the contract because of breach.

3. Notice of Change Required for Letter of Credit

Any performance letter of credit or performance bond shall contain the following endorsement: "at least 60 days prior to cancellation, replacement, failure to renew, or material alteration of this performance letter of credit, (or bond) written notice of such intent will be given to Clackamas County, Oregon by the financial institution. Such notice will be given by certified mail to the Director of the Department of Health, Housing and Human Services and County Administrator."

4. Forfeiture of Performance Security

In the event the County terminates the contract in accordance with its terms, the contractor will immediately forfeit the full amount of its performance security as liquidated damages.

5. Lockbox

The primary method of funding the County's EMS system and Ambulance Contract is through fees for service that are collected by the contractor. It is, therefore, essential that the County be able to accurately determine the amount of money collected by the contractor through its accounts receivable activities.

Therefore, the County will require that all monies collected from fees for emergency service under this contract will flow through a lockbox at the County's depository bank. The lockbox will be established through a tri-party agreement between the County, the bank and the contractor. The contractor will fund the cost of maintaining the lockbox.

E. Contractor Breach and Provisions for Early Termination

Conditions and circumstances that constitute a breach of the contract include but are not limited to the following:

1. Failure of the contractor to operate the system in a manner which enables the County and the contractor to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the Ambulance Service Plan and/or related rules and regulations.
2. 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.
3. Creating patient responses or transports so as to artificially inflate run volumes.
4. Failure of the contractor to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and present a professional appearance.
7. Failure of the contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures.
8. Failure of the contractor to cooperate with and assist the County after breach has been declared.
9. Acceptance by the contractor or contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor's employees could be reasonably construed as a violation of federal, state or local law.
10. Payment by the contractor or any of the contractor's employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably be construed as a violation of any federal, state or local law.
11. Failure of the contractor to meet the system standard of care as established by the Medical Director.
12. Failure of the contractor to maintain insurance in accordance with the contract.
13. Failure of the contractor to meet response time requirements as set forth in the contract.
14. Failure to maintain a letter of credit or cash account meeting the terms and amount specified in the contract.
15. The unauthorized sale or transfer of the operating entity contracted to perform all services under the 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.
16. The unauthorized assignment of any assets, used in the performance of the County contract to any third party.
17. 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.

18. Failure to submit reports and information under the terms and conditions outlined in this RFP and any subsequent contract.
19. 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.
20. Failure to timely establish or replenish the letter of credit or cash escrow.

F. County's Remedies

If conditions or circumstances constituting a breach as set forth above, are determined to exist, the County shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract.

G. Provisions for Termination of Contract

In the event of contract breach, the County will give the 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 such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. The contractor shall have the right to cure such breach within 30 calendar days of receipt of notice of breach. If the contractor fails to cure 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 plan, or updates to the County, the County may immediately terminate the contract in accordance with the contract. The contractor will cooperate completely and immediately with the County to affect a prompt and orderly transfer of all responsibilities to the County.

The contractor will not be prohibited from disputing any findings of breach through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the County. Such dispute by the contractor will not delay the County's access to funds made available by the letter of credit or cash account. These provisions will be 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 will be initiated and shall take place only after the transfer of operations to the County has been completed, and will not, under any circumstances delay the process of transferring operations to the County or delay the County's access to performance security funds as needed by the County to finance such transfer of operations.

The contractor's cooperation with and full support of the County's termination of the contract, as well as the 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 to affect a smooth and safe transition shall itself constitute a breach of contract.

H. "Lame Duck" Provisions

Should the contractor fail to prevail in a future procurement cycle, the 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, the 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:

1. The 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.
2. The 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.
3. The County recognizes that if a competing organization should prevail in a future procurement cycle, the contractor may reasonably begin to prepare for transition of the service to a new contractor. The County will not unreasonably withhold its approval of the 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 the contractor's performance during this period.
4. During the process of subsequent competition conducted by the County, the contractor will permit its non-management personnel reasonable opportunities to discuss with competing organizations, issues related to employment with such organizations in the event the contractor is not the successful proposer. The contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the contractor's current operations and the contractor may also prohibit its management personnel from communicating with representatives of competing organizations during the competition.

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

I. General Provisions

1. Assignment

The 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 the contractor's ownership shall, for the purposes of the contract, be considered a form of assignment. The 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.

2. Permits and Licenses

The contractor shall be responsible for and hold any and all required federal, state and local licenses required to perform the duties under the contract. In addition, the contractor will make all necessary payments for licenses and permits to conduct its business and duties under the contract. The contractor will assure that all necessary renewals are made on time. The contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all times required to meet the contractor's responsibilities under the contract.

3. Compliance with Laws and Regulations

All services furnished by the contractor under the 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 the contractor and to comply with them at all times. Furthermore, the contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by Medical Director pursuant to the Medical Direction Ordinance.

4. Product Endorsement / Advertising

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

5. Audits and Inspections

County and Medical Direction representatives may at any time, and without notification, directly observe the contractor's operation of the communications center, maintenance facility and any ambulance post location. A County or Medical Direction representative may ride as an observer on any contractor ambulance at any time, provided that in exercising this right to inspection and observation, County and Medical Direction representatives shall conduct themselves professionally and shall not interfere with the duties of the contractor's employees, and shall at all times be respectful of the contractor's employer / employee relationships. County and Medical Direction representatives shall have the right to audit the reports and data that the contractor is required to provide under the contract. Such audits will be conducted during normal business hours with a minimum of 48 hours notice to the contractor.

6. Return of County Equipment

The contractor agrees to return any County issued equipment in good working order, normal wear and tear excepted, at the termination of the contract. For any County equipment not returned at the conclusion of the term, or, for any equipment returned damaged or unusable, the County shall repair or replace said equipment at the contractor's expense.

7. Relationship of the Parties

Nothing in the contract resulting from this RFP 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. Nothing in the contract shall create any rights or remedies in any third party, it being solely for the benefit of the County and the contractor.

8. Rights and Remedies Not Waived

The acceptance of work under the contract shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract.

The inaction of the County to enforce a minor or major breach of the contract shall not be construed as a waiver by the County of any breach or covenant by the contractor.

9. Consent to Jurisdiction

The contractor and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the state of Oregon, or a federal court in Oregon in any and all actions and proceedings between the parties hereto arising under or growing out of the Contract. Venue shall lie in Clackamas County, Oregon. The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of the agreement.

10. End Term Provisions

The contractor shall have ninety (90) days after termination of the contract in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the contract at the end of the term.

11. Notice of Litigation

The contractor shall agree to notify the County within twenty-four (24) hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the County all litigation involving the contractor, the contractor's related organization, owners and key personnel.

SECTION 9
STANDARD STATUTORY REQUIREMENTS

STANDARD STATUTORY REQUIREMENTS

- A. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
 2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
 3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.
 4. All subject employers working under this contract are either employers that comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- B. The CONTRACTOR certifies that, at present, he is not a program, County or Federal employee.
- C. The CONTRACTOR certifies that he is not a member of the Public Employees Retirement System.

CONSTRAINTS:

The CONTRACTOR agrees:

- A. If the services to be provided pursuant to Section II are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B. This contract is expressly subject to all applicable State contracting laws and further, it is expressly subject to the debt limitation of Oregon counties set forth in Article XI, section 1 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with laws are deemed inoperative to that extent.

- C. Pursuant to the requirements of ORS 279B.220 through 279B.230 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this agreement:
1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR incurred in the performance of this agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
 3. CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all monies and sums which CONTRACTOR collected or deducted from the wages of CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- D. The CONTRACTOR shall indemnify, save harmless and defend the COUNTY, its officers, commissioners 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 caused by negligence of the CONTRACTOR or the CONTRACTOR'S employees.
- E. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the services involved in providing the

appropriate services. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

1. Reducing or withholding payment;
2. Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
3. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

SUBCONTRACTS:

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.