

March 07, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services contract with Northwest EMS, LLC for Emergency Medical Services Medical Director services. Contract value is \$447,189 for 3.5 years. Funding through American Medical Response Agreement franchise fees.No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – March 5, 2024		
Performance Clackamas	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, and secure communities		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Philip Mason-Joyner	Contact Phone	503-742-5956

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Northwest EMS, LLC, to provide services as the Emergency Medical Services (EMS) Medical Director for Clackamas County.

The EMS Medical Director serves as a medical advisor to the County on EMS clinical matters, including emergency preparedness planning efforts, and acts as Physician Supervisor for EMTs and paramedics employed by the Clackamas ASA ambulance service provider (Ambulance Contractor) for emergency services.

Without EMS Medical Director services, paramedics and EMTs could not provide services in the County. Northwest EMS, LLC was selected through a Request for Proposal #2023-69.

RECOMMENDATION: Staff recommends that the Board approve Personal Services Agreement #8818.

Respectfully submitted,

Rodney A. Cook
 Director of Health, Housing, and Human Services

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8818 H3S #11246**

This Personal Services Contract (this “Contract”) is entered into between **Northwest EMS Associates, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Health Housing and Human Services, Public Health Division.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective on January 1, 2024. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2027**, and may be renewed for one (1) additional one-year term.
2. **Scope of Work.** Contractor shall provide the following personal services: provide an Emergency Medical Director to perform the work described in RFP 2023-69 (“Work”), a copy of which is attached hereto as **Exhibit A** and incorporated by this reference herein.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, the following amounts per year:

Cost Breakdown					Insurance	Travel
	Hourly	Weeks	Total	Monthly	Yearly Estimated	Yearly Estimated
January 1 - June 30, 2024	\$210.00	26	\$54,600.00	\$9,100.00	\$7500	\$5000
July 1, 2024 - June 30, 2025	\$216.30	52	\$112,476.00	\$9,373.00	\$7500	\$5000
July 1, 2025 - June 30, 2026	\$222.79	52	\$115,850.28	\$9,654.19	\$7500	\$5000
July 1, 2026- June 30, 2027	\$229.47	52	\$119,325.79	\$9,943.82	\$7500	\$5000

The maximum amount County may pay Contractor for performing Work during the initial term of the Contract shall not exceed **Four Hundred Forty-Seven Thousand One Hundred Eighty-Nine Dollars (\$447,189)**. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in the table above and in **Exhibit B**, attached hereto and incorporated by this reference herein. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor.

Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:
PublichealthfiscalAP@clackamas.us

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B and Exhibit C.

7. Contractor and County Contacts.

Contractor Administrator: Ritu Sahni Phone: 503-407-7881 Email: Ritu@nwemsa.com	County Administrator: Bill Conway Phone: 503-313-9170 Email: WConway@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, 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.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

The County shall reimburse Contractor for the cost of Professional Liability insurance coverage, which shall not exceed fifty percent (50%) of the actual cost of coverage, in an amount not exceed \$7,500 per year. Contractor must submit the original invoice from their insurance broker each year the Contractor invoices the County for reimbursement. Any costs of Professional Liability insurance coverage incurred in excess of the \$7,500 annual reimbursement amount provided herein are solely the responsibility of Contractor.

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made covered is on or before the effective date of this Contract, for a minimum of 24 months following completion of the Work, termination of this Contract, or expiration of all warranty periods, if any, provided under this Contract.

County will reimburse Contractor for the cost of the "tail" coverage in an amount not exceed \$7,500. To request reimbursement for the tail coverage costs, Contractor must submit the original invoice from their insurance broker with the Contractor invoice.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 31, and 32 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this

state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, 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 the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against 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.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the

County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

31. HIPAA COMPLIANCE. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160-64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit C** and incorporated by this reference herein

EXHIBIT A
RFP 2023-69



REQUEST FOR PROPOSALS #2023-69

FOR

EMERGENCY MEDICAL SERVICES ("EMS") MEDICAL DIRECTOR

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Contract Analyst
Thomas Candelario

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **October 3, 2023**

TIME: **2:00 PM, Pacific Time**

PLACE: **<https://bidlocker.us/a/clackamascounty/BidLocker>**

SCHEDULE

Request for Proposals Issued.....	August 31, 2023
Protest of Specifications Deadline.....	September 7, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	September 18, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 3, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 3, 2023** (“Closing”), to provide **Emergency Medical Services ("EMS") Medical Director**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-000007999 .

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted 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 submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected 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.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Emergency Medical Services ("EMS") Medical Director.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County Public Health Division is seeking individuals for the position of Emergency Medical Services ("EMS") Medical Director to provide continuous coverage and support medical direction for the County. It is the intent of this RFP to fill the EMS Medical Director position. The Clackamas County EMS Medical Director is responsible for overseeing the medical aspects of emergency medical services & emergency preparedness planning efforts within Clackamas County.

3.3. SCOPE OF WORK

3.3.1. Scope:

- Serve as the Emergency Medical Services Medical Director, the medical advisor to the County on EMS clinical matters, including emergency preparedness planning efforts.
2. Serve as the Medical Director for the provider selected to operate the Clackamas Ambulance Service Area (ASA), CCOM, LOCOM, and additional agencies that contract with Clackamas County for the provision of EMS medical direction services
 - a. Act as Physician Supervisor for EMTs and paramedics employed by the Clackamas County ASA ambulance service provider (Ambulance Contractor) for emergency services including the Reach and Treat Team and River Rescue programs, and all additional agencies contracted with Clackamas County Health Division (CCPHD) for medical direction services
 - b. Provide regular office and telephone consultation: provide approximately two (2) office hours each week and two (2) hours of telephone consultation. The office hours may be used for committee meetings, quality improvement projects, meetings with individual EMTs, and educational planning needs. Telephone consultations will be available for operations and activities with immediate needs.
 - c. Quality Improvement Program: Oversee the Ambulance Contractor's and additional contracted agency's quality improvement program, including the development of countywide clinical Key Performance Indicators (KPI).
 - d. Field Training Program: Oversee the Ambulance Contractor's and additional contracted agency's Field Training Program and provide ride-along time, as needed, for quality assurance.
 - e. Education program. Work with training officers for the ambulance contractor and additional contracted agencies to develop initial and ongoing education – including academy lectures, multi-agency training, recorded/virtual materials
3. Oversee and provide advising and support for county-wide EMS quality improvement program.

4. Serve as the Medical Review Agent for the County ambulance provider contract.
5. Seek feedback and input from EMS physicians before implementing changes within the system.
6. Address urgent issues and complaints of an egregious clinical nature and provide expertise in investigations and/or interventions in collaboration with partner agencies, as needed.
7. Establish and maintain credentialing, certification and authorization standards for ambulance and Participating Providers' EMT and paramedics.
8. Establish requirements for communication with online medical control and receiving hospitals.
9. Serve as a clinical liaison to the hospitals, including the emergency departments and specialty services.
10. Establish initial, recurrent and competency-based training standards and may require training and education.
11. Chair the Clackamas County EMS Physicians Advisory Board.
12. Approve protocols for Emergency Medical Dispatch and Priority Dispatch.
13. Actively participate in the regional Protocol Development Committee.
14. Establish standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures for Participating Provider agencies.
15. Supervise, lead and mentor the County's Associate EMS Medical Directors.
16. Work directly with county staff on multiple EMS matters, including but not limited to:
 - a. Ambulance Service Plan standards
 - b. Clinical standards in ambulance contracts
 - c. Countywide clinical KPI development
 - d. Public health and EMS integration
 - e. Preparedness planning
17. Work directly with County Public Health Officer as necessary
18. Work directly with staff, other County EMS medical directors, agencies, and hospitals on implementing countywide EMS data technologies such as county-wide electronic health records, data aggregation and surveillance (ESO, FirstWatch, and hospital data exchange (HDE)).

EMS Director Requirements

- Must currently have and maintain an Oregon M.D. or D.O. license;
- Must be board certified or board eligible in Emergency Medicine and/or Emergency Medical Services;
- Provide current evidence of credentials, curriculum vitae, and continuing medical education activities;
- Provide current DEA license for controlled medications; and
- Able to qualify as an Oregon EMS physician supervisor (per OAR 847-035-0020)

3.3.2. Work Schedule:

Budget:

The County has an estimated project total of \$455,000, however firms shall provide competitive rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2027**, with the option for one (1) additional one (1) year term.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, Goods & Services Contract, Short Form Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Medical Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The written response to this RFP is the first step in a two-step process for this Project. The proposals received in response to this RFP will be evaluated and scored by the evaluation committee with the top scoring proposers being invited to participate in interviews. The invited Proposers will be notified of the time, place, and format of the interview/presentation

After all of the interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the interviewed finalists. The members of the selection committee will then score the interviewed finalists based on all information received, presented and heard during the interviews. Final scoring will be based on finalist’s response to questions during the interview stage, and through that response, how well each firm can meet the Project and County needs. The proposer that has the highest overall Interview Score will be deemed the Apparent Successful Proposer and enter into negotiations for a contract.

Final scoring of the Interviews will be separate and not cumulative from the short-listing.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation. The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal following interviews. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee from the publication date of the RFP through the publication date of the Notice of Intent to Award. All communication during this period will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-50
Fees	0-20
Available points	0-100
Interview	0-35

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub’s Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2. Proposer’s General Background and Qualifications:

- Description of the firm/individual.
- Credentials/experience of key individuals that would be assigned to this project. Must include
 - **Oregon M.D. or D.O. license;**
 - **Must be board certified or board eligible in Emergency Medicine and/or Emergency Medical Services;**
 - **Provide current evidence of credentials, curriculum vitae, and continuing medical education activities;**
 - **Provide current DEA license for controlled medications; and**
 - **Able to qualify as an Oregon EMS physician supervisor**
- Description of providing similar services to public entities of similar size within the past five (5) years, for ongoing and current services provided:
 - List organizations;
 - List types of services for each organization; and
 - Provide time commitment for each organization.
- Description of the firm’s/individual’s ability to meet the requirements in Section 3.
- Description of what distinguishes the firm/individual from other firms performing a similar service.

5.3. Scope of Work

1. Describe your leadership experience, include any formal training, which have prepared you for this position.
2. As an EMS medical professional, describe how you would ensure that each field provider maintains clinical competency and skills.
3. Describe how you would design or enhance quality improvement activities for Clackamas County's EMS Program. Describe how you see the role of the County in quality improvement.

4. Clackamas County has a commitment to equity and fostering diversity. Describe how you would apply this commitment to the role you identified in number I above.

5.4. Fees

Fees should be on a [time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2023-69

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTORS PROPOSAL

October 3, 2023

Ritu Sahni, MD, MPH
Northwest EMS Associates, LLC
27556 SW Larkspur Terrace
Wilsonville, OR 97070

Thomas Candelario, Contract Analyst
Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Candelario:

Please accept this cover letter and attachments as my response to the Clackamas County RFP #2023-69– Emergency Medical Services (EMS) Medical Director. Please see responses to the individual question below:

5.2. Proposer’s General Background and Qualifications:

- Description of the firm/individual.
- Credentials/experience of key individuals that would be assigned to this project.

Must include

- **Oregon M.D. or D.O. license;**
 - **Must be board certified or board eligible in Emergency Medicine and/or Emergency Medical Services;**
 - **Provide current evidence of credentials, curriculum vitae, and continuing medical education activities;**
 - **Provide current DEA license for controlled medications; and**
 - **Able to qualify as an Oregon EMS physician supervisor**
- Description of the firm’s/individual’s ability to meet the requirements in Section 3.
 - Description of what distinguishes the firm/individual from other firms performing a similar service.

Northwest EMS Associates, LLC is a single-member limited liability corporation, and, as such, I will be the individual providing this service. As current EMS Medical Director for Clackamas County as well as EMS Medical Director for Washington County, I believe that I am well qualified to continue in this role. As is evident in my attached curriculum vitae, I have broad medical direction experience in the EMS industry and a demonstrated track record of leadership. I have held leadership positions such as Oregon EMS and Trauma Medical Director as well as President of the National Association of EMS Physicians.

My interest and experience in EMS and EMS Medical Direction started as a resident at the University of Pittsburgh Department of Emergency Medicine. This residency is well known for its emphasis on EMS and training of national leaders in EMS. I continued my training at Pittsburgh,

completing a subspecialty Fellowship in EMS from 1996-1998. As part of this Fellowship, I obtained a master's degree in public health in which I focused on public and community health services. Beginning in 1998, I was Medical Director of EastCare Air Ambulance in Greenville, NC before being recruited to Portland, OR to serve as LifeFlight Network Medical Director in 2002. I have served in Clackamas County as Lake Oswego Fire Department Medical Director since 2004, transitioning the position to a Clackamas County based position in 2013. Since 2016, I have also served as Medical Director for Washington County, Oregon.

For the past six years, I have served as the EMS Medical Director in Clackamas County. This six-year period has been full of growth and change in Clackamas County EMS. I have been intimately involved in the development of the County EMS Strategic Plan, working directly with County staff and consultants to develop the quality improvement and clinical based tools that will be used to guide and measure our system moving forward. During my tenure, we have grown the participation of the County Quality Improvement Committee to include all agencies AND all hospitals. We have focused on measuring patient clinical outcomes and have demonstrated the value that EMS brings to the community. Additionally, a key focus over the past six years has been unifying our system and gaining participation from ALL EMS agencies as well as better integration with all the components of the EMS systems, including hospitals, Public Health, and the two dispatch centers.

With regards to other positions, I currently provide this service to both Clackamas and Washington Counties. The service provided to Washington has a similar scope of work and I plan to maintain the Washington County position with a commitment of about 9 hours per week. The reality has been that providing this service to both counties has played a significant role in improving collaboration and a more regional approach to the provision of EMS care in the two counties. Additionally, I will maintain my practice of emergency medicine at Providence Portland Medical Center for approximately 20 hours per week.

This track record clearly demonstrates my ability to provide the service as described in section 3 (see below for specifics). The scope of work is nearly identical to my existing duties in Clackamas County as well as very similar to the scope of work in my existing Washington County contract. As I currently work in the position, I meet all the requirements outlined in the section. It is my combination of experiences as both an EMS Medical Director as well as a national EMS leader that make me uniquely qualified for this position and distinguish me from others that perform a similar service.

Requested credentials are attached.

5.3. Scope of Work

1. Describe your leadership experience, include any formal training, which have prepared you for this position.
2. As an EMS medical professional, describe how you would ensure that each field provider maintains clinical competency and skills.
3. Describe how you would design or enhance quality improvement activities for Clackamas County's EMS Program. Describe how you see the role of the County in quality improvement.

4. 4. Clackamas County has a commitment to equity and fostering diversity. Describe how you would apply this commitment to the role you identified in number 1 above.

I have a demonstrated track record of leadership locally, regionally, and nationally. As previously stated, I have served as President of the National Association of EMS Physicians (NAEMSP). NAEMSP is the national medical specialty society for the EMS specialty. Additionally, I continue to serve and have served on various non-profit boards within the EMS industry. My leadership style is collaborative, and I already have a relationship with the EMTs and paramedics that work for American Medical Response as well as their administrative, training and quality improvement staff. I have already worked closely with them on many issues of significance to the county and have no doubt that I can continue to work closely with them to ensure that AMR's field providers provide the very best prehospital emergency care. Over the past six years, we have been able to grow our EMS Medical Direction services and the County now provides EMS Medical Direction for not just AMR but also Clackamas Fire District #1, Clackamas Communications, Lake Oswego Fire Department and Lake Oswego Communications. Additionally, we have worked closely with police departments in the region. As such, I have developed relationships at the field level of all these agencies. As a result of this growth, we have been able to expand the medical direction team to a total of three physicians. Recruiting, training and mentoring these physicians is a key portion of the role of County EMS Medical Director and one that I look forward to as well as taking pride in what we have accomplished so far.

Additionally, I have strong relationships with EMS leadership of the other fire departments in the county. I continue to work closely with the Medical Directors of these agencies as we continue to pursue strong clinical outcomes throughout the county. This will enable Clackamas County EMS to continue to build on a county wide vision for an EMS system instead of an ambulance transport-only system. I will continue to work well with the EMS Medical Directors and EMS administrators for all agencies in the region and continue to focus on building evidence-driven EMS policies and protocols.

With regards to clinical competency maintenance, I have already started working collaboratively with AMR to develop a more formalized competence assessment and maintenance program. We have started working on a new vision in which AMR EMTs will attend paramedic school and receive their field training in Clackamas County. Additionally, we will be increasing the medical director presence as part of a new "EMS Academy" as part of the onboarding of new personnel. As Clackamas County continues to become focused on clinical performance, ensuring clinical expertise is critical. Field practitioners are an extension of the medical director, and it is imperative the competency is maintained and documented. In the past, I have assisted fire departments in hiring clinical staff as well as EMS education during the fire academy training. We plan to continue this activity as well as directly integrate fire and AMR academy training. We want to ensure the high quality of EMS practitioners in all county agencies. Finally, I will continue to work collaboratively with the region's various EMS agencies and their medical directors to develop and teach the biannual multi-agency training that is a long-standing tradition in Clackamas County. From an educational perspective, I am also focused on creating a more county-wide experience and utilizing other forms of media such as podcast and video to provide material to our crewmembers throughout the region.

Quality improvement activities in Clackamas County have historically consisted of primarily case review at an agency level with the only system-wide performance measures focused on contractual

response time compliance. In the past, I have attended AMR QA as well Lake Oswego QA. These meetings allow the agencies to continue to focus on individual performance issues and provide cases for direct feedback. We will continue these meetings but continue develop better feedback tools and ensure that all agencies in the county are able to review and provider appropriate feedback. Recently the Clackamas County Quality Improvement Program has been reinvigorated. We have been able to use patient scenarios and outcome data to drive further training. Patient outcomes and clinical care parameters will drive contract performance and system performance will be reviewed and reported. We have started integrating new tools such as FirstWatch and FirstPass into the system. We must continue to encourage agencies to perform quality reviews while also providing system wide data. As County EMS MD, I will continue to work at both a regional approach as well as an agency specific approach.

Equity and fostering diversity are key core values that are consistent with my practice. In the role of EMS Medical Director, I will continue to work partners to ensure that these values become ingrained in our EMS system. Once the system becomes consistent with its data collection, looking at socioeconomic and geographic equity of services and performance is a goal that the EMS system will work toward. It is imperative that our QI tools start to break down data by equity groups. A data driven and patient-centric approach is the best way to accomplish this. A system cannot be held accountable unless it knows where there are issues, and I am committed to fostering equity of care wherever possible.

5.4. Fees

Fees should be on a [time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

In reviewing the proposal, it appears that it would be a 3.5-year period from January 1, 2024, through June 30, 2027 with an option for an added year.

Proposed fees are:

$\$210\text{hr} * 10 \text{ hours} * 52 \text{ weeks} = \$109,200$. Billed in equal monthly installments of \$9100.

Annual cost of living adjustments of 3%

Year 2: $\$216.3 * 10 * 52 = \$112,476$. \$9373/month

Year 3: $\$222.79 * 10 * 52 = \$115,850.8$. \$9654.23/month

Year 4 (half year): $\$229.47 * 10 * 26 = \$59,662.20$. \$9943.70/month

Professional liability insurance reimbursed as an expense up to \$7500/year. This cost may be shared with another county/contract. Currently, other county EMS MDs are included in this liability insurance (hence the slightly higher reimbursement expense). On average, liability rates have been increasing 3% per year. Additionally, as per the current contract, the county agrees to reimburse the cost of "tail" coverage up to \$15,000 at the time of contract completion.

Mileage expense at current IRS mileage rate. Travel costs for required meetings such as Oregon EMS Medical Director's Forum and Oregon EMS Conference to be reimbursed. Expenses to the National Association of EMS Physician conference may also be shared with Washington County. Expected budget maximum \$5000/year.

Total NTE of \$447,189 over 42 months.

5.5. References

The reference requests one client that is new in the last 36 months. As a single-entity LLC, I only have two clients. Those clients are Clackamas County and Washington County. I have provided a reference from Washington County as well as two key stakeholders from the Clackamas County EMS system. References have provided letters of support that are attached.

Adrienne Donner, Supervisor
Washington County Health and Human Services
Emergency Medical Services (EMS)
Adrienne_Donner@washingtoncountyor.gov

Randy Lauer
Vice President of Operations
American Medical Response Northwest
randall.lauer@gmr.net

Don Johnson
Lake Oswego Fire Chief
djohnson@ci.oswego.or.us

I am excited by the future of EMS in Clackamas County and look forward to playing a key role in its' further development. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. Sahni', written in a cursive style.

Ritu Sahni, MD, MPH, FAEMS, FACEP
Northwest EMS Associates, LLC

CURRICULUM VITAE

NAME

Ritu Sahni, MD, MPH

DATE

October, 2023

PRESENT POSITION AND ADDRESS

June 2012 - present

Attending Emergency Physician

Oregon Emergency Physicians, Providence Portland Medical Center

Portland, OR

January 2016 - present

EMS Medical Director

Washington County, OR

July 2017 – present

EMS Medical Director

Clackamas County, OR

I. BIOGRAPHICAL

Birthdate*:

July 9, 1967

**Marital Status/
Children*:**

Married with two children

Home Address*:

27556 SW Larkspur Terrace, Wilsonville, OR 97070

II. EDUCATION

Undergraduate and Graduate:

Undergraduate B.S. Biology, University of Michigan, June 1989

Medical M.D. Tulane University Medical School, June 1993

Residency University of Pittsburgh, Affiliated Residency in Emergency Medicine, June 1996

Graduate MPH, University of Pittsburgh, School of Public Health, April 1998
Public and Community Health Services

Fellowship Emergency Medical Services, University of Pittsburgh, Department of Emergency Medicine,
Center for Emergency Medicine of Western Pennsylvania, July 1998

Board Certification:

Emergency Medical Services,
American Board of Emergency Medicine; November 2021
Emergency Medicine,
American Board of Emergency Medicine; June 1997, December 2007, December 2017

Licenses (Include State, Date, Status, Number, and Renewal Date):

State of Oregon, License # MD23912, July 2002
North Carolina Board of Medical Examiners, License #98-000686, July 1998 (inactive 7/2002)
Commonwealth of Pennsylvania, License # MD-056685-L, June 1995 (inactive 12/98)

III. PROFESSIONAL EXPERIENCE

Academic (Include Year, Position, and Institution):

Affiliate Associate Professor, Oregon Health & Science University, Department of Emergency Medicine, July 2014 – present
Adjunct Associate Professor, Oregon Health & Science University, Department of Emergency Medicine, July 2012 – June 2014
Associate Professor, Oregon Health & Science University, Department of Emergency Medicine, July 2006 – June 2012
Assistant Professor, Oregon Health & Science University, Department of Emergency Medicine, July 2002-June 2006
Assistant Professor, Brody School of Medicine at East Carolina University, Department of Emergency Medicine, July 1998 - June 2002
Instructor, University of Pittsburgh, Department of Emergency Medicine, July 1996-June 1998

Administrative (Include Year, Position, and Institution):

EMS Medical Director, Clackamas County, OR, August 2017 - present
EMS Medical Director, Washington County, OR, January 2016 - present
Associate EMS Medical Director, Clackamas County, OR, July 2013-July 2017
Oregon State EMS/Trauma Medical Director, July 2007 – June 2012
Medical Director, All-Terrain Rescue, Education and Consulting, Troutdale, OR, September 2004- June 2019
Medical Director, Lake Oswego Fire Department, Lake Oswego, OR, Sept 2004-present
Medical Director, Lake Oswego Communications Center (LOCOM), Lake Oswego, OR, Sept 2004-present
Medical Director, OHSU Emergency Communications Center, Portland, OR September 2002 – June 2007
OHSU Transfer Center
Medical Resource Hospital (On-line Medical Control)
Regional Hospital (Disaster Management)
Trauma Communications Center
Assistant Director, OHSU Department of Emergency Medicine EMS Fellowship, Portland, OR, July 2002- June 2012
Medical Director, Life Flight Network, Portland, OR, July 2002 – Aug 2004
Medical Director, EastCare Critical Care Transport, University Health Systems of Eastern Carolina, Pitt County Memorial Hospital, Greenville, NC, December 1998-June 2002
Assistant Medical Director, EastCare Critical Care Transport, University Health Systems of Eastern Carolina, Pitt County Memorial Hospital, Greenville, NC, July 1998-December 1998
Associate Medical Director, Center for Emergency Medicine, Paramedic Education Program, University of Pittsburgh, July 1997-June 1998

Other (Include Year, Position, and Institution):

Emergency Medical Services:

On-Line Medical Control Physician, Portland Tri-County Region, July 2002-June 2014

On-Line Medical Control Physician, Pitt County, July 1998- June 2002

Medical Command Physician, City of Pittsburgh Emergency Medical Services, July 1994-June 1998

Medical Command Physician, STAT MedEvac, July 1994-June 1998

Flight Physician, STAT MedEvac, July 1994-June 1998

IV. SCHOLARSHIP

Publications/Creative Work:

Peer-reviewed

- Zimmerman TM, Neth MR, Tanski ME, et al. **Utilization and Effect of Direct Medical Oversight during Out-of-Hospital Cardiac Arrest.** *Prehosp Emerg Care.* . 2022;1-7. doi:10.1080/10903127.2022.2113189, 10.1080/10903127.2022.2113189
- Lupton JR, Neth MR, Sahni R, et al. **Survival by time-to-administration of amiodarone, lidocaine, or placebo in shock-refractory out-of-hospital cardiac arrest.** *Acad Emerg Med.* . 2023 doi:10.1111/acem.14716, 10.1111/acem.14716
- Lupton JR, Neth MR, Sahni R, et al. **The Association Between the Number of Prehospital Providers On-Scene and Out-of-Hospital Cardiac Arrest Outcomes.** *Prehosp Emerg Care.* . 2022;26(6):782-791. doi:10.1080/10903127.2021.1995799, 10.1080/10903127.2021.1995799
- Lupton JR, Jui J, Neth MR, Sahni R, Daya MR, Newgard CD. **Development of a clinical decision rule for the early prediction of Shock-Refractory Out-of-Hospital cardiac arrest.** *Resuscitation.* . 2022;118:1010-1016. doi:10.1016/j.resuscitation.2022.10.010, 10.1016/j.resuscitation.2022.10.010
- Adler DS, Jui J, Sahni R, Neth MR, Daya MR, Lupton JR. **Emergency medical services medical director and first responder attitudes regarding hands-on defibrillation.** *Am J Emerg Med.* . 2021;36(6):646-651. doi:10.1016/j.ajem.2021.06.046, 10.1016/j.ajem.2021.06.046
- Jarvis JL, Lyng JW, Miller BL, Perlmutter MC, Abraham H, Sahni R. **Prehospital Drug Assisted Airway Management: An NAEMSP Position Statement and Resource Document.** *Prehosp Emerg Care.* . 2022;26(sup1):42-53. doi:10.1080/10903127.2021.1990447, 10.1080/10903127.2021.1990447
- Neth, M. R., Love, J. S., Horowitz, B. Z., Shertz, M. D., **Sahni, R.,** & Daya, M. R. (2021). **Fatal Sodium Nitrite Poisoning: Key Considerations for Prehospital Providers.** *Prehospital Emergency Care, 25*(6), 844-850. <https://doi.org/10.1080/10903127.2020.1838009>
- Lupton, J. R., Neth, M. R., **Sahni, R.,** Wittwer, L., Le, N., Jui, J., Newgard, C. D., & Daya, M. R. (2021). **The Association Between the Number of Prehospital Providers On-Scene and Out-of-Hospital Cardiac Arrest Outcomes.** *Prehosp Emerg Care, 1-11.* <https://doi.org/10.1080/10903127.2021.1995799>
- David S. Adler, Jonathan Jui, **Ritu Sahni,** Matthew R. Neth, Mohamud R. Daya, Joshua R. Lupton, **Emergency medical services medical director and first responder attitudes regarding hands-on defibrillation.** *The American Journal of Emergency Medicine, 2021,*
- Vaillancourt C., Petersen A., Meier E.N., Christenson J., Menegazzi J.J., Aufderheide T.P., Nichol G., Berg R., Callaway C.W., Idris A.H., Davis D., Fowler R., Egan D., Andrusiek D., Buick J.E., Bishop T.J., Colella M.R., **Sahni R.,** Stiell I.G., Cheskes S., and the Resuscitation Outcomes Consortium Investigators.: **The Impact of Increased Chest Compression Fraction on Survival for Out-of-Hospital Cardiac Arrest Patients with a Non-Shockable Initial Rhythm.** (Accepted, *Resuscitation, June 2020*)
- Delbridge TR, Dyer S, Goodloe JM, Mosesso VN, Perina DG, **Sahni R,** Pons PT, Rinnert KJ, Isakov AP, Kupas DF, Gausche-Hill M, Joldersma KB, Keehbauch JN. **The 2019 Core Content of Emergency Medical Services Medicine.** *Prehosp Emerg Care.* 2019 May 15:1-14.
- Kurz MC, Schmicker RH, Leroux B, Nichol G, Aufderheide TP, Cheskes S, Grunau B, Jasti J, Kudenchuk P, Vilke GM, Buick J, Wittwer L, **Sahni R,** Straight R, Wang HE for the ROC Investigators. **Advanced vs. Basic Life**

Support in the Treatment of Out-of-Hospital Cardiopulmonary Arrest in the Resuscitation Outcomes Consortium, Resuscitation, Volume 128, Pages 132–137

- Newgard CD, Fu R, Lerner EB, Daya M, Jui J, Wittwer L, Schmidt TA, Zive D, Bulger EM, **Sahni R**, Warden C, Kuppermann N: **Role of Guideline Adherence In Improving Field Triage**, Prehospital Emergency Care, Volume 21, Issue 5.
- Newgard CD; Fu R; Zive D; Rea T; Malveau S; Daya M; Jui J; Griffiths DE; Wittwer L; **Sahni R**; Gubler KD; Chin J; Klotz P; Somerville S; Beeler T; Bishop TJ; Garland TN; Bulger E. **Prospective Validation of the National Field Triage Guidelines for Identifying Seriously Injured Persons**. Journal of the American College of Surgeons, Volume 222, Issue 2, 146 - 158.e2
- Thomas SH, Brown KM, Oliver ZJ, Spaite DW, Lawner BJ, **Sahni R**, Weik TS, Falck-Ytter Y, Wright JL, Lang ES. **An Evidence-based Guideline for the Air Medical Transportation of Prehospital Trauma Patients**. Prehospital Emergency Care, 18 Suppl 1:35-44.
- Gausche-Hill M, Brown KM, Oliver ZJ, Sasson C, Dayan PS, Eschmann NM, Weik TS, Lawner BJ, **Sahni R**, Falck-Ytter Y, Wright JL, Todd K, Lang ES. **An Evidence-based Guideline for prehospital analgesia in trauma**, Prehospital emergency care, 2014, 18 Suppl 1:25-34.
- Newgard CD, Mann NC, Hsia RY, Bulger EM, Ma OJ, Staudenmayer K, Haukoos JS, **Sahni R**, Kuppermann N, Western Emergency Services Translational Research Network (WESTRN) Investigators. **Patient choice in the selection of hospitals by 9-1-1 emergency medical services providers in trauma systems**. Acad Emerg Med. 2013 Sep;20(9):911-9
- Bentley MA, Eggerichs-Purcell J, Brown WE, Wagoner R, Gibson GC, **Sahni R**. **National Assessment of the Roles and Responsibilities of Training Officers**. Prehospital Emergency Care. 2013 July-Aug; 17(3): 373-378.
- Newgard CD, Hsia RY, Mann NC, Schmidt T, **Sahni R**, Bulger EM, Wang NE, Holmes JF, Fleischman R, Zive D, Staudenmayer K, Haukoos JS, Kuppermann N; **The trade-offs in field trauma triage: A multiregion assessment of accuracy metrics and volume shifts associated with different triage strategies**. J Trauma Acute Care Surg. 2013 May;74(5):1298-1306.
- Barnett AS, Wang NE, **Sahni R**, Hsia RY, Haukoos JS, Barton ED, Holmes JF, Newgard CD; **Variation in prehospital use and uptake of the national Field Triage Decision Scheme**. Prehosp Emerg Care. 2013 Apr-Jun;17(2):135-48.
- Perina D, Pons PT, Blackwell TH, Bogucki S, Brice JH, Cunningham CA, Delbridge TR, Gausche-Hill M, Gerard WC, Gratton MC, Mosesso VN, Pirralo RG, Rinnert KJ, **Sahni R**, Harvey AL, Kowalenko T, Buckendahl CW, O'Leary LS, Stokes M. **The Core Content of Emergency Medical Services Medicine**. Prehospital Emergency Care; 2012; 16
- Wouhaybi RH, Yarvis MD, Sharma SS, Muse P, Wan CY, Prasad S, Durham L, **Sahni R**, Norton R, Curry M, Jimison H, Harper R, Lowe RA, **"Experiences with Context Management in Emergency Medicine,"** ACM Transactions on Embedded Computing Systems (TECS) Special Issue on Wireless Health Systems, 2012.
- Newgard CD, Zive D, Malveau S, Leopold R, Worrall W, **Sahni R**. **Developing a statewide emergency medical services database linked to hospital outcomes: a feasibility study**. Prehosp Emerg Care. 2011 Jul-Sep;15(3):303-19
- Newgard CD, Nelson MJ, Kampp M, Saha S, Zive D, Schmidt T, Daya M, Jui J, Wittwer L, Warden C, **Sahni R**, Stevens M, Gorman K, Koenig K, Gubler D, Rosteck P, Lee J, Hedges JR. **Out-of-hospital decision making and factors influencing the regional distribution of injured patients in a trauma system**. J Trauma. 2011 Jun;70(6):1345-53
- Warden C, **Sahni R**, Newgard C. **Geographical Cluster Analysis of Injury Severity and Hospital Resource Use in a Regional Trauma System**. Prehospital Emergency Care. Prehospital Emergency Care; 2010; 14: 137-144.
- Brooks SC, Schmicker RH, Rea TD, Aufderheide TP, Davis DP, Emerson SS, **Sahni R**, Morrison LJ, Sears GK, Griffiths DE, Dorian P and the ROC Investigators. **Out-of-hospital cardiac arrest frequency and survival: Evidence for temporal variability**. Resuscitation 81 (2010) 175–181
- McGinnis KK, Thomas Judge, Nemitz B, O'Connor R, Bass R, Bishop B, Kim D, Kupas D, Rupert R, Eroe ER, Racht E, Brown G, Wikle G, Murray J, Delgado J, Hutton K, **Sahni R**, Rogers S, Pickering T, Cone D. **Air Medical Services: Future Development as an Integrated Component of the EMS System**. Prehospital Emergency Care; 2007;11:353–368

Barrueto F Jr, Salleng K, **Sahni R**, Brewer KL. **Histopathologic effects of the single intramuscular injection of ketamine, atropine and midazolam in a rat model.** *Veterinary & Human Toxicology.* 44(5):306-10, 2002

Gavigan M, Hadi, H , **Sahni R**, Shackelford DP. **Frequency of Perinatal Transfer by Day of Week and Holidays.** *The Journal of Maternal-Fetal and Neonatal Medicine;* 11:1, pp 60-62, 2002.

Williams J, **Sahni R.** **Performance of Retrograde Intubation in a Multiple Trauma Patient.** *Prehospital Emergency Care;* 5:1, pp 49-51, 2001.

Bradley R, **Sahni R.** **NAEMSP Position Statement on Early Defibrillation.** *Prehospital Emergency Care;* 4:3, pp 358. 2000

Sahni R. **NAEMSP Position Statement on Acute Stroke: Implications for Prehospital Care.** *Prehospital Emergency Care;* 4:3, pp 270-272. 2000

Sahni R, Menegazzi J, Mosesso V. **Paramedic Evaluation of Clinical Indicators of Cervical Spinal Injury.** *Prehospital Emergency Care;* 1:1, pp 16-18, 1997.

Non-peer-reviewed

The Edge: Is it Time to Rethinking Cardiac Arrest Care? *EMS World.* Oct, 2021.

The Edge: Reflecting on a Year of COVID. *EMS World.* June 2021.

Grand Rounds: Are There Disparities in EMS and Healthcare? *EMS World,* December 2020.

Grand Rounds: Now is the Time for Advocacy. *EMS World.* June, 2020

This Is Why We Do Advocacy. *NAEMSP Blog.* March, 2018

Sahni R. Exploring Pleural Space Injuries. *JEMS;* 23:10, pp 86-100, 1998.

Books

Cone DC, O'Connor RE, Fowler RL, Krohmer J, **Sahni R**, Schwartz B, Wang H, eds. *Clinical Aspects of Prehospital Medicine.* Kendall – Hunt, 2008.

Chapters

Fleischman R, Daya M, **Sahni R:** Respiratory Distress. In Cone DC, O'Connor RE, Fowler RL, Krohmer J, **Sahni R**, Schwartz B, Wang H, eds. *Clinical Aspects of Prehospital Medicine.* Kendall – Hunt, Des Moines, IA, 2008, p 211- 222.

Sahni R: Chest Pain. In Traynor OT, Coonan PR, Rahilly TJ, Rubens JS, eds. *The Streetmedics Handbook.* FA Davis Co, Philadelphia, 2004, p 67-73.

Ausbund S, **Sahni R:** Head Injuries. In: Stone, CK, Humphries RL, eds. *Current Emergency Diagnosis & Treatment.* McGraw-Hill, New York, 2003, p. 421-434.

Sahni R: Chest Pain. In Traynor OT, Coonan PR, Rahilly TJ, Rubens JS, eds. *The Streetmedics Handbook.* FA Davis Co, Philadelphia, 1996, p 67-73.

Invited Lectures, Conference Presentations or Professorships:

International and National

“Result That Make You Go, Hmmm....” FAST 19, Murfreesboro, TN, May, 2019

“SecondShift Live” Timberline EMS Conference, April 2019

“Hypertension in Pregnancy.” Timberline EMS Conference, April 2019

“Hypertension in Pregnancy.” State of Jefferson EMS Conference. Medford, OR, March 2019

“Top EMS Papers...” State of Jefferson EMS Conference. Medford, OR, March 2019

“Lights and Sirens Response,” State of Jefferson EMS Conference. Medford, OR, March 2019

“Advocacy: EMS Making a Difference.” FAST18, Murfreesboro, TN, April 2018

“Opioids: Myth Vs Fact.” FAST18, Murfreesboro, TN, April 2018

“Opioids: How Did We Get Here?” State of Jefferson EMS Conference, Medford, OR, March, 2018.

“Making Sausage on the Hill: An EMS Perspective.” State of Jefferson EMS Conference, Medford, OR, March, 2018.

“Advocacy Update.” NAEMSP Advanced Topics in Medical Direction. Austin, TX, January, 2019

“The Impaired EMS Provider.” East Clackamas County EMS Assn Timberline Conference. April, 2017.

“Endocrine and Orphan Diseases.” East Clackamas County EMS Assn Timberline Conference. April, 2017.

“The Impaired EMS Provider.” State of Jefferson EMS Conference, Medford, OR, March, 2017.

“Medications for Pain Management.” State of Jefferson EMS Conference, Medford, OR, March, 2017.

“Endocrine and Orphan Diseases.” State of Jefferson EMS Conference, Medford, OR, March, 2017.

“NAEMSP National Advocacy Update” NAEMSP Annual Meeting. New Orleans, LA. January, 2017.

“Ask the Experts.” NAEMSP Annual Meeting. New Orleans, LA. January, 2017.

“Introduction to Advocacy” NAEMSP Annual Meeting. Advanced Topics in Medical Direction, New Orleans, LA. January, 2017.

“*You Can’t Take Care of Patients Without Breaking Some Law: EMS and the DEA*” Bill Jermyn, III Honorary Lecture in EMS. Washington University School of Medicine, Department of Emergency Medicine. October, 2016.

“Turtlenecks were sexy...” Code 3 Conference, St. Louis, MO, October, 2016

“Cardiovascular research update.” Code 3 Conference, St. Louis, MO, October, 2016

“EMS Advocacy.” State of Jefferson EMS Conference, Medford, OR, March, 2016.

“TBI or not TBI?” State of Jefferson EMS Conference, Medford, OR, March, 2016.

“EMS and the DEA.” State of Jefferson EMS Conference, Medford, OR, March, 2016.

“EMS DEA Update.” NAEMSP Annual Meeting. San Diego, CA. January, 2016.

“Are There Hematologic Emergencies in EMS?” Oregon EMS Conference, Salem, OR, September, 2015

“EMS Interesting Cases.” East Clackamas County EMS Assn Timberline Conference. April, 2015.

“Are There Hematologic Emergencies in EMS?” State of Jefferson EMS Conference. Medford, OR. April 2015.

“Oh No, Not Another Pregnant Patient.” State of Jefferson EMS Conference. Medford, OR. April, 2015.

“Police CPR and AED Use.” Oregon Resuscitation Academy. Salem, OR. June 2014

“Resuscitation.” Resuscitation and Critical Interventions Conference. Anchorage, AK. May, 2014

“EMS in Perspective.” NAEMSP Medical Director’s Course and Practicum. NAEMSP Annual Meeting. Tucson, AZ. January 2014.

Advanced Airway Lab. American College of Emergency Physicians. Seattle, WA. October, 2013

“What About the Children? Pediatric Care During Disasters.” Legacy Pediatric Emergency Medicine Conference. Portland, OR. April, 2013.

“EMS in Perspective.” NAEMSP Medical Director’s Course and Practicum. NAEMSP Annual Meeting. Bonita Springs, FL. January 2013.

“The Role of the EMS Medical Director in the United States.” Asian EMS Conference. Kyoto, Japan. November, 2012

NAEMSP Medical Direction Overview Course. Osaka, Japan. November, 2012

“It Take a Village: A Community Approach to Cardiac Arrest.” Oregon EMS Conference, Bend, OR, October, 2012

“What’s Up with All This Community Paramedicine?” Oregon EMS Conference. Bend, OR. October, 2012

NAEMSP Medical Directors Overview Course. Eugene, OR. April, 2012

“Physician Orders for Life-Sustaining Treatment (POLST) & the POLST Registry: Communicating Patient Treatment Preferences.” National Association of EMS Physicians Annual Meeting, Tucson, AZ, January, 2012

V. SERVICE

Membership in Professional Societies:

Oregon Medical Association 2002-present
 Oregon College of Emergency Physicians, 2002-present
 American Medical Association, 1998-2003

Air Medical Physicians Association, 1998-2010
Pitt County Medical Society, 1998-2002
North Carolina Medical Society, 1998-2002
North Carolina College of Emergency Physicians, 1998-2002
National Association of EMS Physicians, 1996-present
American College of Emergency Physicians, Member, 1993-present
Society for Academic Emergency Medicine, 1993-2012

Granting Agency Review Work:

EMS for Children Federal Grant Review Panel, 2003

Committees:

Committee/Society Leadership

Immediate Past-President, National Association of EMS Physicians, January 2015- January 2017
Chair, National Association of EMS Physicians Advocacy Committee, January 2015 – January 2021
Co-Editor, American Board of Emergency Medicine EMS LLSA, 2015 - 2018
President, National Association of EMS Physicians, January 2013-January-2015
President-Elect, National Association of EMS Physicians, January 2011 - January 2013
Secretary/Treasurer, National Association of EMS Physicians, January 2009 – January 2011
Chair, Oversight, Analysis, and Research Committee, National EMS Advisory Council, June 2008 - 2012
Chair, Tri-County Protocol Committee, Portland, OR, 2004, 2014, 2019
Chair, Life Flight Network Medical Direction Committee, Portland, OR, July 2002 – Aug 2004
Chair, Standards and Practices Committee, National Association of EMS Physicians, January 2001-January 2005
Chair, ALS Medical Director Subcommittee, Eastern Regional Advisory Committee on Trauma, Greenville, NC, 2000-2002
Chair, EastCare Users Group, Greenville, NC, 2000-2002
Chair, Pharmacy and Therapeutics Committee, University Health Systems of Eastern Carolina, Pitt County Memorial Hospital, Greenville, NC, January 2000-June 2002
Chair, Neonatal Medical Directors, University Health Systems of Eastern Carolina, Pitt County Memorial Hospital, Greenville, NC, December 1998-2001
Chair, EMS Matrix, University Health Systems of Eastern Carolina, Pitt County Memorial Hospital, Greenville, NC, December 1998-2001

International/National

CMS Ground Ambulance Patient Billing Advisory Committee. May 2023 - present

Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions
Board of Directors, October 2016 – present

The National Security Council - Bystanders: Our Nation's Immediate Responders.
Physician Roundtable. 2015

American Board of Emergency Medicine
EMS Committee, July 2014 – December 2018
EMS Examination Task Force, 2010-2014

Advocates for EMS
Board of Directors, 2009 - 2014

National EMS Advisory Council (NEMSAC), 2008-2010, 2010-2012

National Registry of EMTS

Inclusion, Diversity, Equity and Access Task Force, 2020-present
Finance Committee, 2012 - 2014
Credentials Committee, 2008 - 2012
Board of Directors, 2006-2014
Standards and Exam Committee, 2006-2012
Re-registration Committee, 2006 – 2009
Practice Analysis Committee, 2004, 2009

National Association of EMS Physicians

Political Action Committee Board, 2016-2021
Advocacy Committee 2015-present
Council of EMS Fellowship Directors, 2011 - 2012
Executive Committee, January 2009 - 2017
Program Committee, January 2005 – 2010
Board of Directors, January 2001- 2017
Air Medical Services Committee, 2000-2015
Standards and Clinical Practices Committee, 1996-2011
Research Committee, 1996-1999
EMS Fellowship Task Force, 1996-2008

American College of Emergency Physicians, EMS Section, 1993-present

Regional

Life Flight Network

Life Flight Network Governing Board, 2002-2004
Medical Direction Committee, 2002-2004
LifeFlight CQI/Safety/Customer Service Committee, 2002-2004

Tri-County Protocol Development Committee, 2003-present

ATAB (Area Trauma Advisory Board) I, 2002-2012

Eastern Regional Advisory Committee on Trauma, 1999-2002

ALS Medical Director Subcommittee, 2000-2002

Quality Improvement Subcommittee, 1999-2002

State

Oregon Stroke Care Committee, 2015-present

Oregon Emergency Healthcare Taskforce, 2009-2010

Oregon POLST Registry Advisory Committee, 2009-2012

Oregon State Trauma Advisory Board, 2004-2007

Oregon Air Medical Workgroup, 2003-2004

North Carolina State EMS Advisory Council, 2002

Disciplinary Action Committee, 2002

Compliance Committee, 2002

Institutional

Providence Portland Medical Center

Emergency Psychiatric Care Transformation Committee, August 2014- January 2015

Oregon Health & Science University:

Trauma Committee, June 2008 – June 2012
Ambulatory Care Committee, June 2005 – June 2008
ED Triage Remodel Committee, January 2005 – June 2005

Editorial and Ad Hoc Review Activities:

Annals of Emergency Medicine, Peer Reviewer, 1998-2018

Academic Emergency Medicine, Peer Reviewer, 1997-2012

Prehospital Emergency Care,
Editorial Board, 2007-present
Peer Reviewer, 1996-present

Community Service:

Volunteer Camp Physician, B'nai B'rith Summer Camp, Lincoln City, OR, July 2009
OMSI Body Worlds Exhibit, Portland, OR, August, 2007.
Lake Oswego Soccer Club, Youth soccer Coach, Lake Oswego, OR, 2005 - 2011
YMCA Cardiac Rehab (YCT Program) Physician Volunteer, Portland, OR, 2003-2007
Ronald McDonald House Celebrity Classic, Volunteer Medical Staff, Greenville, NC, 2001.
Doctors On-Call, WITN-TV, Greenville, NC, April 10, 1999.
Michael Jordan Celebrity Classic, Volunteer Medical Staff, Greenville, NC, 1998, 1999, 2000.

Clinical Privileges (Emergency Medicine):

Providence Portland Medical Center, Portland, OR, June 2012-present
Oregon Health Sciences University Hospital, Portland, OR, July 2002-June 2014
Legacy Emanuel Hospital, Portland, OR, July 2002- July 2008
Pitt County Memorial Hospital, Greenville, NC, July 1998- June 2002
UPMC Horizon Hospital, Shenango Valley, PA, July 1997- June 1998
UPMC Braddock, Braddock, PA, July 1997 – June 1998
UPMC Southside Hospital, Pittsburgh, PA, July 1996- June 1998
UPMC Passavant Hospital, Pittsburgh, PA, July 1995- June 1998

Honors and Awards

The Super Heart Health Provider Award. Clackamas County Health, Housing and Human Services. April, 2020
NAEMSP Friends of EMS Award. Austin, TX. January 2019
Oregon EMS Impact Award. Oregon EMS and Trauma Program. Bend, OR, September, 2016
National Association of EMT's Advocate of the Year, Washington, DC, May, 2015
EMS Director's Medal. Oregon EMS and Trauma Program. Bend, OR, October, 2012
Member of the Year, Oregon College of Emergency Physicians, Sunriver, OR, January, 2011
Air Ambulance Special Mission Award - EastCare, *Air Ambulance* Search and Rescue Conference, Jacksonville, FL, March 2001
Association of Air Medical Services Program of the Year - EastCare, Air Medical Transport Conference. Salt Lake City, UT, October 2000
Outstanding Senior Medical Student, Louisiana Chapter American College of Emergency Physicians, June 1993
Harry and Rose Caplovitz Medical Award, Outstanding Senior Medical Student, Department of Internal Medicine, Tulane University, June 1993



October 2, 2023

RE: Recommendation of Dr. Sahni as EMS Medical Director

I am pleased to write a letter of recommendation for Dr. Ritu Sahni, sole owner of Northwest EMS, LLC. I highly recommend Dr. Sahni as the Clackamas County EMS Medical Director.

Dr. Sahni has provided medical oversight and direction to the Washington County EMS system, including emergency preparedness planning efforts since 2014. In addition, he is the Physician Supervisor for the EMS clinicians employed by the Washington County 9-1-1 emergency transportation agency as well as one of our allied fire departments. Dr. Sahni's contract has been renewed twice with no hesitation.

Dr. Sahni works collaboratively with all EMS system partners and stakeholders. He provides leadership through active participation in our clinical quality improvement activities focusing not only on time sensitive emergencies, but other areas of care to help drive further initiatives, improved training and, ultimately, better outcomes for our patients.

Dr. Sahni is active not only in local EMS, but also at the state (having been the first State of Oregon EMS Medical Director), and national stage through his participation in the National Association of EMS Physicians, which includes a past presidency and current advocacy work. This is all to say that he brings with him decades of local and national experience as an EMS Medical Director.

As the EMS Program Supervisor, I have had an opportunity to observe Dr. Sahni's participation and interaction in a wide variety of settings. Dr. Sahni is very approachable and charismatic, and I have seen him bring the best out of each group with his knowledge of the EMS system both locally and with peers in the metro region. Additionally, as a practicing Emergency Physician in the Portland Metro Region, Dr. Sahni is able to adeptly act as a liaison and change agent with local physicians and hospitals. He is an outstanding medical director in all respects. I strongly endorse Dr. Ritu Sahni as EMS Medical Director and sincerely hope you choose him for Clackamas County.

Sincerely,

Adrienne Donner, Supervisor

Washington County Health and Human Services
Emergency Medical Services (EMS)
503-846-3769 desk · 503-956-3865 cell



September 11, 2023

Philip Mason-Joyner
Office of Public Health Emergency Services
2051 Kaen Road, Suite 367
Oregon City, OR 97045

Re: Med EMS Medical Director Selection

Please consider this correspondence to be a letter of strong support for Dr. Ritu Sahni as the Emergency Medical Services Director of Clackamas County. I have known Dr. Sahni for more than 12 years in my capacity as both Police Chief and Fire Chief of the City of Lake Oswego. During our years together, Dr. Sahni served as the Medical Director for all Public Safety in the city of Lake Oswego, and most recently, I have worked in partnership with him in his role as EMS Medical Director for the County.

Dr. Sahni lead efforts in training for first responders countywide with a focus on quality improvement, skills enhancement, and EMS system integration. These efforts have resulted in the creation of an EMS service delivery model that is truly remarkable. Dr. Sahni's work has also resulted in a local EMS system that thrives on and encourages innovation to improve patient outcomes. These advances have come from protocol development that is cutting edge, to Key Performance Indicator (KPI) development and implementation, to setting Clinical Standards for Ambulance Transport.

Dr. Sahni has established relationships with every component within the EMS System for Clackamas County, from Intergovernmental relations, to professional affiliations with hospital providers, to national experts in the field. Dr. Sahni has been able to advance paramedicine in Clackamas County by leveraging the relationships he nurtured during his tenure as Medical Director.

Finally, and most important for me as a Fire Chief, Dr. Sahni always makes himself available to lead or support EMS improvements in Clackamas. He works tirelessly with all first responders in building a high-quality EMS system and is always willing to invest himself for the good of the patient, the community, and for first responders.

My sincere thanks for your consideration of my comments in choosing the Medical Director for Clackamas County. The decision is important to every stakeholder.

A handwritten signature in black ink, appearing to read "Don Johnson".

Don Johnson
Lake Oswego Fire Chief



October 2, 2023

Philip Mason-Joyner, MPH
Public Health Director
Clackamas County Public Health Division
Department of Health, Housing & Human Services
2051 Kaen Road, Oregon City, OR 97045

Dear Philip:

I am writing to recommend renewal of Dr. Ritu Sahni's contract as Clackamas County EMS Medical Director. I have known Dr. Sahni for many years, including during his time as CCEMS Medical Director, and Lake Oswego Fire before.

Dr. Sahni is a hands-on Medical Director, frequently engaging with field crews and the leadership of every EMS organization in Clackamas County. He has a very friendly and engaging personality and approach to EMS leadership. He listens to input and incorporates that input when it makes sense. Unlike another regional Medical Director, Dr. Sahni is not set in his ways, but rather is open, collaborative and solution oriented.

Because Dr. Sahni is also the Washington County Medical Director, and now that AMR is the emergency ambulance provider, we are better poised to take advantage of regional cooperation unlike any other time in my 42-year career. Changing Medical Directors in Clackamas County now could interrupt or delay achieving synergies between the two counties.

I wholeheartedly recommend renewing Dr. Sahni's agreement with Clackamas County. Thank you.

Sincerely,

Randy Lauer, Vice President of Operations
American Medical Response Northwest, Inc.



Oregon Medical Board
1500 SW 1st Ave, Ste 620
Portland, OR 97201-5847
971-673-2700
www.oregon.gov/omb

CERTIFICATE OF REGISTRATION FOR MD License
LICENSE NUMBER: MD23912
PROFESSION: Doctor of Medicine
LICENSE STATUS: Active

EXPIRATION DATE: 12/31/2023
EFFECTIVE DATE: 01/01/2022
DISPENSING: No

**MUST BE POSTED IN A
CONSPICUOUS PLACE**
NON TRANSFERABLE

RITU SAHNI, MD
9155 SW BARNES ROAD
SUITE 420
PORTLAND, OR 97225



For verification of license, please visit the Board's website at www.oregon.gov/OMB or call 971-673-2700.

Active status is granted to you as a licensee who practices within the State of Oregon or one of its approved border towns. This license must be renewed by the expiration date above.

Licensees must notify the Oregon Medical Board within 30 days of changing a practice, home or mailing address. Address changes may be made on the Board's website at www.oregon.gov/OMB; clicking Online Services on the home page will allow you to log in and make updates. If you need assistance, please contact the Licensing Call Center at 971-673-2700.

A licensee who ceases practice in the State of Oregon will be placed at **Inactive** status. The licensee must then reactivate to Active status before returning to practice in Oregon. The reactivation process takes approximately 4-6 weeks.

<p style="text-align: center;">State of Oregon OREGON MEDICAL BOARD</p> <p>This certifies that having fulfilled all the requirements of the Laws of the State of Oregon and possessing the prescribed qualifications, the following person is hereby licensed as a MD Licensee in the State of Oregon.</p> <p>RITU SAHNI, MD MD23912 Original Issue Date: 07/12/2002 Effective Date: 01/01/2022 Expiration Date: 12/31/2023 License Status: Active</p>	<p style="text-align: center;">OREGON MEDICAL BOARD 1500 S.W. 1st Avenue, Suite 620 Portland, Oregon 97201-5847 (971) 673-2700</p> <p>* Furnish your OREGON license number when contacting the Board. * Reactivation is required to change to ACTIVE status from INACTIVE or any other practicing status. * ALWAYS keep the Board informed of your correct MAILING ADDRESS. Failure to do so may result in discipline.</p> <p>For verification of license, please visit the Board's website at www.oregon.gov/OMB or call 971-673-2700.</p>
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AMERICAN BOARD OF EMERGENCY MEDICINE

Ritu Sahni, M.D.

is certified in the subspecialty of

EMERGENCY MEDICAL SERVICES

As of November 19, 2021

Expires: December 31, 2031

Status: Active



The ABEM mission is to ensure the highest standards in the specialty of Emergency Medicine.



239/533
 1:12 SAHNI, RITU (MD)
 12438 SE CAPPS RD
 CLACKAMAS, OR 97015-0000



10007724.2/006836-1/1-0

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FS7284817	02-29-2024	\$888
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	01-20-2021
SAHNI, RITU (MD) AMR CLACKAMAS COUNTY OPS 12438 SE CAPPS RD CLACKAMAS, OR 97015-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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SAHNI, RITU (MD) AMR CLACKAMAS COUNTY OPS 12438 SE CAPPS RD CLACKAMAS, OR 97015-0000		

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THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

PROPOSAL CERTIFICATION

RFP #2023-69

Submitted by: RITU SAHNI DBA NORTHWEST EMS ASSOCIATES, LLC
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: RITU SAHNI Date: 10/3/23
Signature: [Signature] Title: OWNER
Email: RITU@NWEMSA.COM Telephone: 503-407-7881
Oregon Business Registry Number: 866618-90 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT C
QSOBAA

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT
Contract #8818 H3S #11246

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Public Health Division** (“Covered Entity”) and **Northwest EMS Associates, LLC** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;
Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);
Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;
Whereas, the Parties agree to establish safeguards for the protection of such information;
Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules and the Confidentiality Rule;
Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity

- available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the

Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Northwest EMS Associates, LLC

Covered Entity
Clackamas County

By: Ritu Sahni
Signature Authority

Digitally signed by Ritu Sahni
Date: 2024.02.07
16:40:32 -08'00'

By: _____
Chair

Title: Owner

Date: _____

Date: _____