

April 18, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of Amendment #5 to the revenue Agreement with American Medical Response Northwest Inc, (AMR) for Ambulance Service. Amendment value is estimated to be \$16 million for 1 year. Funding through Franchise Fee & Cost Savings from AMR. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Original 02/20/20214, Amendment # 1 01/31/2019, Agenda Item 013119-A2, Amendment #2 12/17/2020, Agenda item 121720-A5, Amendment #3 12/16/2022 Agenda Item 1211216III.ai, Amendment #4 12/08/2022 Agenda Item 221208IV.C.2 Briefed at Issues – April 16, 2024		
<b>Performance Clackamas</b>	1. Ensure safe, healthy & secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No. This is an amendment to a current contract.
<b>Contact Person</b>	Philip Mason-Joyner	<b>Contact Phone</b>	(503) 742-5956

**EXECUTIVE SUMMARY:**

In February 2014, the BCC signed a five-year ambulance services agreement with American Medical Response Northwest, Inc (AMR) to provide ambulance services to the Clackamas Ambulance Service Area (ASA). This agreement allowed up to five years of extensions.

In January 2019, the BCC signed Amendment #1 to the ambulance service agreement. This amendment extended the contract for an additional five years, expiring May 1, 2024.

In December 2022, AMR began experiencing workforce challenges. This has resulted in AMR having difficulties meeting response time requirements as outlined in the contract. Response time non-compliance has continued on a monthly basis and significant liquidated damages have been incurred.

The BCC agreed to waive the accumulated liquidated damages if the following is met:

- AMR provides Nurse Navigation services. This is a program that allows 911 dispatchers to forward low acuity, non-urgent 911 calls to a nurse line. The nurse can provide nurse advice to mitigate the caller’s issue, connect callers to clinics, schedule transportation to and from appointments, and assist the caller with connecting to a primary care provider. This removes non-emergent 911 calls from the 911 system, freeing up scarce resources and providing the caller with appropriate care. Amendment #5 adds this program to the Clackamas County EMS system.
- Provide \$200,000 in paramedic scholarships to current EMTs.
- AMR meets or exceeds all response time requirements set forth in the contract extension for a period of three (3) consecutive months.

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Contract amendments #2 through #4 directed H3S staff to negotiate with AMR in good faith on a long-term performance-based contract. A performance-based contract was drafted. Due to AMR not meeting contract compliance during the current contract period, the BCC made the decision not to continue with the performance-based contract and directed H3S staff to draft a one-year extension amendment and create a performance improvement plan to assist AMR with improving contract compliance.

An additional one-year extension will provide AMR the opportunity to continue to implement the performance improvement plan and meet the response time compliance metrics identified in the current contract which expires on May 1, 2024. Both parties have come to terms on Amendment #5, which extends this agreement to May 1, 2025 and assures continuity of services for this important life and safety service for the public.

**RECOMMENDATION:** Staff recommends BCC approval of this Amendment to the Personal Services Agreement #6569.

Respectfully submitted,

*Rodney A. Cook*

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

**AMENDMENT #5  
TO THE AMBULANCE CONTRACT BETWEEN CLACKAMAS COUNTY AND AMERICAN  
MEDICAL RESPONSE NORTHWEST, INC.**

This Amendment #5 is entered into between American Medical Response Northwest, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on May 1, 2014 (“Contract”).

The parties have been negotiating, in good faith, towards a potential amendment that would update the Contract to a performance-based structure. The parties have also been attempting to address Contractor’s ongoing staffing issues and the impact those have had on Contractor’s performance under the Contract.

However, the current Contract expires on May 1, 2024. The Purpose of this Amendment #5 is to extend the term of the Contract for an additional one (1) year period to allow the parties additional time to address the various issues described above.

Now, therefore, the parties agree to amend the Contract as follows:

**1. Section 1, Services and Term, Subsection A., Term,** is hereby amended as follows:

The Contract termination date is hereby extended from May 1, 2024, to May 1, 2025. Any extension beyond May 1, 2025 shall be by mutual written agreement of the parties. If the parties do not enter into an additional extension to the term of the Contract, Contractor shall continue to provide all services required under the Contract in accordance with the lame duck provisions of Section 27 of the Contract for a maximum of 3 months, on a best-efforts basis, unless the parties agree in writing to a different time period.

**2. Section 1, Services and Term, Subsection B. and Subsection C.,** are hereby deleted in their entirety.

**3. Nurse Navigation Services.** Contractor shall, at its sole cost and expense, implement a nurse navigation system (the “Nurse Navigation System”) using the Nurse Navigation Program. The Nurse Navigation System is a program designed to increase the availability of ambulance resources for high acuity calls. When a 911 caller’s condition is determined to be non-life-threatening, a nurse navigator uses evidence-based protocols to match the patient with the appropriate level of care or resources.

The Nurse Navigation System may be implemented by Contractor directly, or Contractor may hire a qualified third party, licensed to do business in the State of Oregon, to provide the Nurse Navigation System. The Nurse Navigation System must meet the following minimum requirements:

- a. A nurse navigation line staffed under physician supervision that will provide service for calls originating in Clackamas County, Oregon 24 hours a day, 7 days a week, 365 days a year;
- b. Navigation line nurses will be licensed in the state of Oregon, have professional experience in emergency nursing, and be specially trained in the practice of telephone patient assessments;
- c. Medical information provided during calls will be protected in accordance with applicable law; and
- d. Contractor shall provide County sufficient data to enable the County to review the Nurse Navigation System. Such information will include, but is not limited to, review of calls to

ensure cooperative quality assurance / quality improvement, data on call screening accuracy, appropriateness of referred services relative to patient complaint, quality of care, patient outcomes, patient satisfaction, grievance /complaint ratio, and overall impact of the program on the County's EMS system.

- e. Calls transferred to nurse navigation shall be deemed compliant for purposes of response time compliance measurement.

4. **Section 6, Medical First Responders – Integration and Support, Subsection X, Meds ePCR, Subsection Y, Data Integration with MEDS ePCR, and Subsection Z, Maintaining the MEDS ePCR Platform or Equivalent**, are hereby deleted in their entirety and replaced with the following:

ESO Electronic Health Record Software (EHR). Contractor's operation will utilize ESO EHR software system for purposes of providing County information necessary to evaluate Contractor's compliance with the performance requirements set forth in Section 5 of this Contract. ESO is a wireless data collection system for pre-hospital care documentation. Contractor shall deploy mobile data computer devices that meet both military and International Electrotechnical Commission standards for vibration, dust and water- resistance. The data collected is used by Contractor and agency partners to make fact-based decisions regarding operational performance, clinical protocols, and patient treatment methods.

5. **Section 12, Patient Fees**, is hereby amended as follows:

Contractor may increase its current patient rates by 10%, as detailed below:

The approved ALS rates are \$1,675.73, increased from \$1,523.39, and the patient loaded mileage is \$35.10, increased from \$31.91. The franchise fee will increase in accordance with Section 16 of the Contract.

Any further increase of patient rates shall be in accordance with rate adjustment process set forth in Section 12 (D) of the Contract.

6. **New Provisions**. The following new provisions are hereby added to the Contract:

- a. **Liquidated Damages**. Contractor has accumulated liquidated damages during the period between May 1, 2023, and April 30, 2024. In consideration for County waiving the liquidated damages incurred during this time period, Contractor is currently under an improvement plan to address deficiencies leading to the imposition of liquidated damages, a copy of which is attached hereto as Exhibit A to this Amendment #5. Contingent upon Contractor's continued compliance with the improvement plan, and contingent upon Contractor meeting or exceeding all response time requirements set forth in the Contract for a period of three (3) consecutive months, County will waive the liquidated damages accrued during the period between May 1, 2023 and April 30, 2024. The waiver of liquidated damages is limited solely to liquidated damages County may assess for Contractor's non-performance during the period between May 1, 2023 and April 30, 2024.

7. **Miscellaneous.** Except as expressly amended above, all other terms and conditions of the Contract, including all amendments thereto, shall remain in full force and effect. By signature below, the parties agree to this Amendment #5, effective May 1, 2024.

**American Medical Response Northwest, Inc.**

**Clackamas County**

DocuSigned by:  
*Sean Russell* 4/9/2024  
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Authorized Signature Date

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sean Russell, Region President  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Exhibit "A"**

**AMR Performance Improvement Plan**

**Improvement Objective #1:**

Direct \$228,000 to support workforce and recruitment efforts and performance improvement.  
• AMR will provide County with a monthly financial statement documenting funds spent on performance improvement plan with detailed explanation for each expenditure.

**Improvement Objective #2:**

Improve dispatcher compliance with Clackamas County system status plan.  
• Reduce number of deviations from the posting plan by 5% per month or demonstrate a monthly posting plan compliancy of at least 90%  
• AMR to provide the County with a detailed plan to improve system status dispatch compliance.

**Improvement Objective #3:**

Full Time Recruiter  
• Increase number of recruiting events by 1% over a 6-month period, or  
• Show improved interview to hire ratio, or  
• Increase the number of candidates interviewed or the number of offers made, or  
• Improve the interview to hire ratio measured by the average number of interviews made for a job offer to be made.  
• AMR will provide a monthly report detailing recruitment efforts of full-time recruiter as well as number of EMTs and Paramedics hired and lost during that month.

**Improvement Objective #4:**

Provide overtime stipend as incentive to fill vacant shifts.  
• Decrease unfilled overtime shifts by 25%

- AMR will provide the County with a monthly report detailing how many positions each month were filled due to the overtime stipend vs number of unfilled vacancies.

**Improvement Objective #5:**

Reduce number of level-zero events by 50%

- AMR to provide monthly report of number of level-zero events by day of week and time of day.

**Improvement Objective #6:**

Reduce the number of 911 units out of service for extended periods of time.

- AMR will provide a detailed plan to reduce the following:
  - number of secure transports provided.
  - number of code-3 transfers from hospitals.
  - non-911 requests for mobile health provided by 911 units.
  - number of flight requests answered by 911 units.

**Improvement Objective #7:**

**Decrease time to onboard new hires.**

- AMR to provide monthly report detailing onboarding time of all new employees.

**Improvement Objective #8:**

**Hire paramedics directly to Clackamas County.** Page 6

- AMR will provide the County with a detailed plan to hire paramedics directly into Clackamas County.

**Improvement Objective #9:**

**Increase Number of Field Training Officers (FTO)**

- AMR will provide the County with a detailed plan to increase the number of FTOs.
- AMR will provide the County with a monthly written report detailing the number of FTOs added and number of FTOs lost.

**Improvement Objective #10:**

**Evaluate system status plan.**

- AMR will hire an outside consultant to review Clackamas County system status plan and recommend improvements to the plan and provide consultant report to County.

**Improvement Objective #11:**

**Contract with Clackamas Workforce Partnership.**

- Contract with Clackamas Workforce Partnerships to provide additional input regarding short- and long-term workforce challenges.

**Improvement Objective #12:**

**Institute GMR Access2Care Nurse Navigation program in CCOM and LOCOM.**

- Provide Nurse Navigation services to CCOM and LOCOM.