

**CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Sitting/Acting as** (if applicable)  
**Policy Session Worksheet**

**Presentation Date:** 11/23/2021   **Approx. Start Time:** 1:30p   **Approx. Length:** 60 minutes

**Presentation Title:** Performance Based Ambulance Services Agreement

**Department:** H3S / Public Health Division

**Presenters:** Philip Mason-Joyner, Public Health Director; Bill Conway, EMS Coordinator; Andrew Naylor, County Counsel

**Other Invitees:** Matt Dale, EMS Council Chair; Josh Santos, EMS Council Vice-Chair; Steve Boughey, Division Chief, TVFR

**WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?**

Providing direction on a performance based ambulance services agreement for the Clackamas Ambulance Service Area (ASA) with American Medical Response (AMR) Northwest or discontinuing work on performance based agreement and working toward ambulance services RFP.

**EXECUTIVE SUMMARY:**

In late 2020, the Board of County Commissioners (BCC) directed County staff to begin negotiations with AMR NW in working towards a performance-based ambulance services agreement for the Clackamas ASA. This presentation will provide background on this project. It will also include a brief overview of the framework for this performance-based contract, including scope of work, performance metrics, auditing / reporting requirements, progress to-date, and work that still needs to be accomplished. A proposed timeline for implementation is also provided, along with a document that shows the existing ambulance contract requirements compared to the requirements for the performance based contract. This work was developed collaboratively in coordination with the Clackamas County Emergency Medical Services Council.

County staff need Board direction if they would like to move forward with a performance based contract for ambulance services in the Clackamas ASA with AMR NW. If not, County staff would need to begin working on a competitive RFP or alternative direction set by the BCC. The current contract with AMR NW expires on May 1, 2024 and an RFP process for ambulance services takes approximately two years to complete.

**FINANCIAL IMPLICATIONS (current year and ongoing):**

Is this item in your current budget?    YES       NO

What is the cost? This is a franchise agreement and AMR NW receives annual revenue of ~\$6 million (~ \$60 million over 10 year contract), and pays the County \$909,816 annually to administer the EMS Program.

What is the funding source? Franchise Fee & Cost Savings

**STRATEGIC PLAN ALIGNMENT:**

- How does this item align with your Department's Strategic Business Plan goals?

- Emergency Medical Services is an important Public Health program and aligns with Public Health Strategic Business Plan.
- Monthly contract compliance for emergency medical services is a key performance measure incorporated into the County's annual budgeting process.
- How does this item align with the County's Performance Clackamas goals?
  - Ensure safe, healthy & secure communities.

**LEGAL/POLICY REQUIREMENTS:** ORS 682.062 requires each county to establish a plan for the county for efficient and effective ambulance services. ORS 682.063 (1) (b) requires persons and governmental units that desire to provide ambulance services under the plan to meet all the requirements established by the plan.

**PUBLIC/GOVERNMENTAL PARTICIPATION:** N/A

**OPTIONS:**

1. Extend Amendment #2 and instruct staff to move forward with the performance based ambulance services contract with AMR NW. This extension will allow staff and EMS stakeholders time to update the Ambulance Service Plan and prepare a contract for BCC approval by October, 2022.
2. Instruct staff to end good faith performance based contract negotiations with AMR and begin development of a Request for Proposals (RFP) for the Clackamas ASA ambulance contract.
3. Instruct staff on an alternative approach.

**RECOMMENDATION:** Staff recommends Option 1 above, Extend Amendment #2 and instruct staff to move forward with the performance based ambulance services contract with AMR NW. This extension will allow staff and EMS stakeholders time to update the Ambulance Service Plan and prepare a contract for BCC approval by October, 2022.

**ATTACHMENTS:**

- PowerPoint presentation
- EMS Strategic Plan Progress Report from EMS Council
- Scope of Work for Performance Based Contract
- Comparison document – current contract vs. performance based contract requirements
- Ambulance Service Contract between Clackamas County & AMR NW
  - Amendment #1 – extension to May 1, 2024
  - Amendment #2 – agreement to work in good faith towards performance based contract

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_  
 Department Director/Head Approval \_\_\_\_\_  
 County Administrator Approval \_\_\_\_\_

For information on this issue or copies of attachments, please contact Bill Conway @ 503-313-9170 or wconway@clackams.us

# Clackamas County Emergency Medical Services (EMS) Modernization

H3S / Clackamas County Public Health Division  
EMS Council



# INTRODUCTION



## Presentation Outline

- Ambulance Service Governance
- Background
- Ambulance Service Plan
- Performance-based contract
- BCC options & Staff recommendation

## Overview Board Options

1. Extend Amendment #2 and instruct staff to move forward with the performance-based contract with AMR NW to coincide with Ambulance Service Plan review.
2. Instruct staff to end good faith performance-based contract negotiations with AMR and begin development of a RFP for the Clackamas ASA ambulance contract
3. Instruct staff on an alternative approach

# Background



## January 2019

- Clackamas County EMS Strategic Plan developed

## March 2019

- EMS Strategic Plan approved

## April 2019

- EMS Strategic Plan Taskforce created
- Ambulance Service Contract - Amendment #1

## April 2019 – March 2020

- Multiple improvements to county wide EMS system developed and implemented

## March 2020

- COVID-19 global wide pandemic

## November 2020

- BCC direction - Performance-based, non-expiring contract
- EMS Council - Recommendations of Inclusion document

## December 2020

- Ambulance Service Contract - Amendment #2

## January 2021 – June 2021

- County staff and AMR met regularly regarding Performance Based Contract
- Fire agencies assist with county Covid-19 vaccination deployment
- Continual progress on strategic plan improvement

## July 2021 – Present

- Performance Base Contract Work
- EMS System Consultant process

# COVID-19 Global Pandemic

## Response & Vaccinations

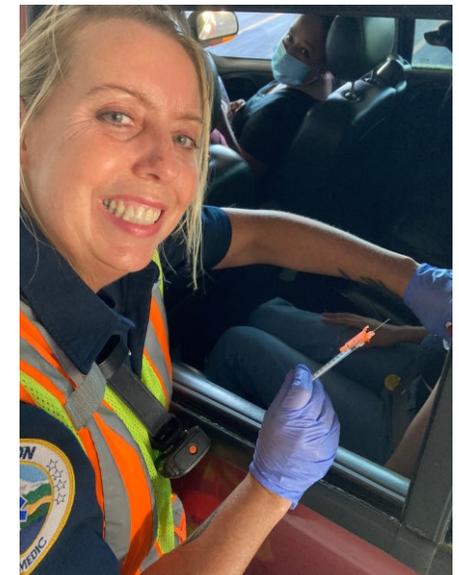


### Response and Mitigation

- Supplies inventory management and acquisition
- Strategic planning coordinating response efforts

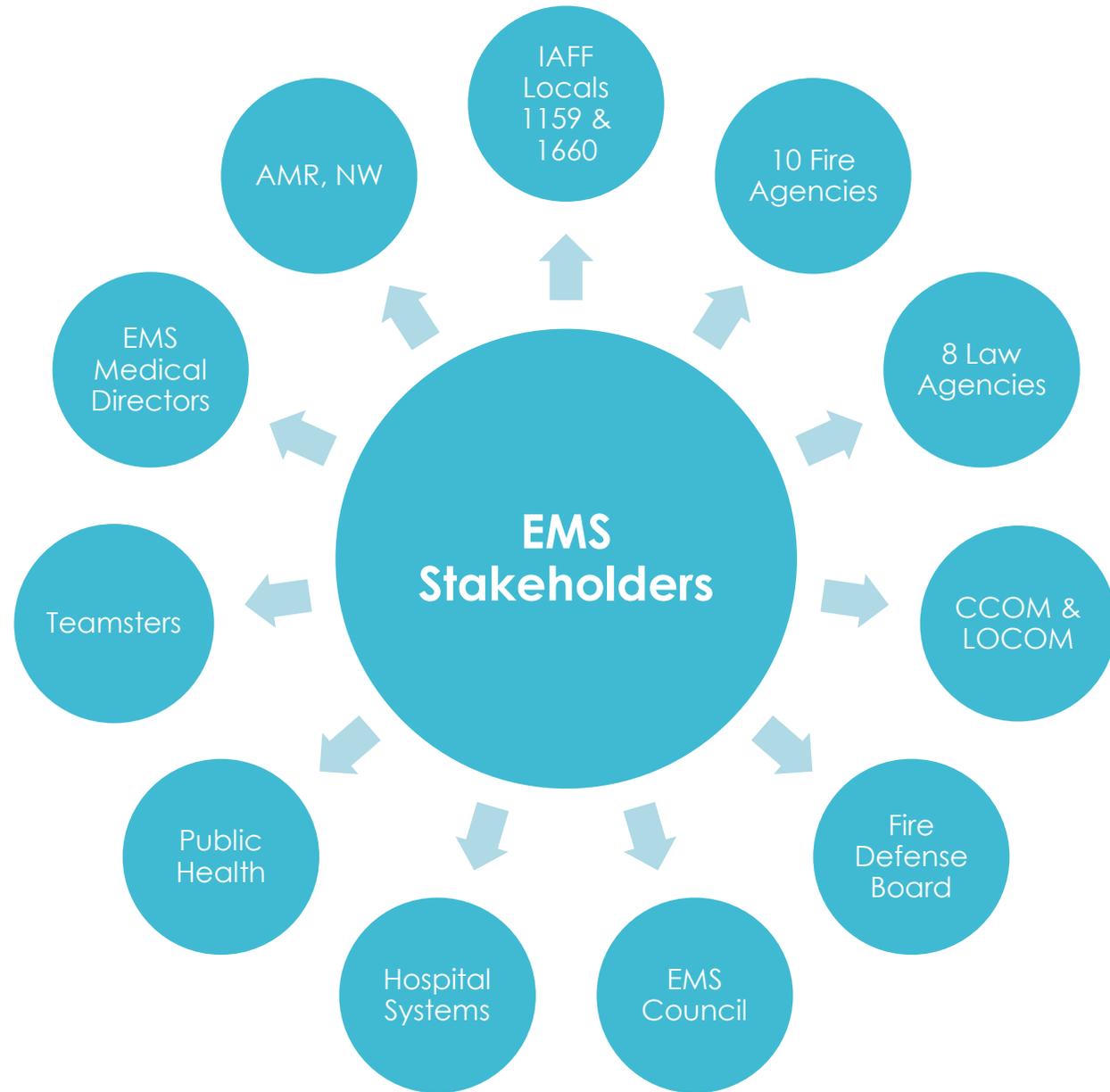
### Vaccines

- Vaccination efforts – 1<sup>st</sup> and 2<sup>nd</sup> doses
- Vaccination clinics
  - Clackamas High School
  - Clackamas Town Center
  - Welches
  - Mary's Woods
  - Molalla High School
  - Clackamas County Fairgrounds
  - Canby Foursquare Church
  - Sandy High School
- Fire Partners administered over 45,000 vaccinations

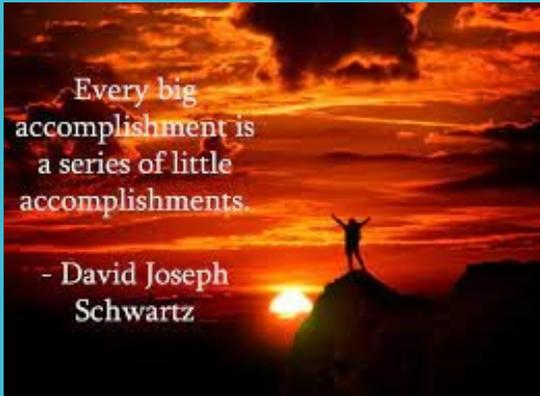


Why participate in vaccination efforts?

# What is an EMS Stakeholder

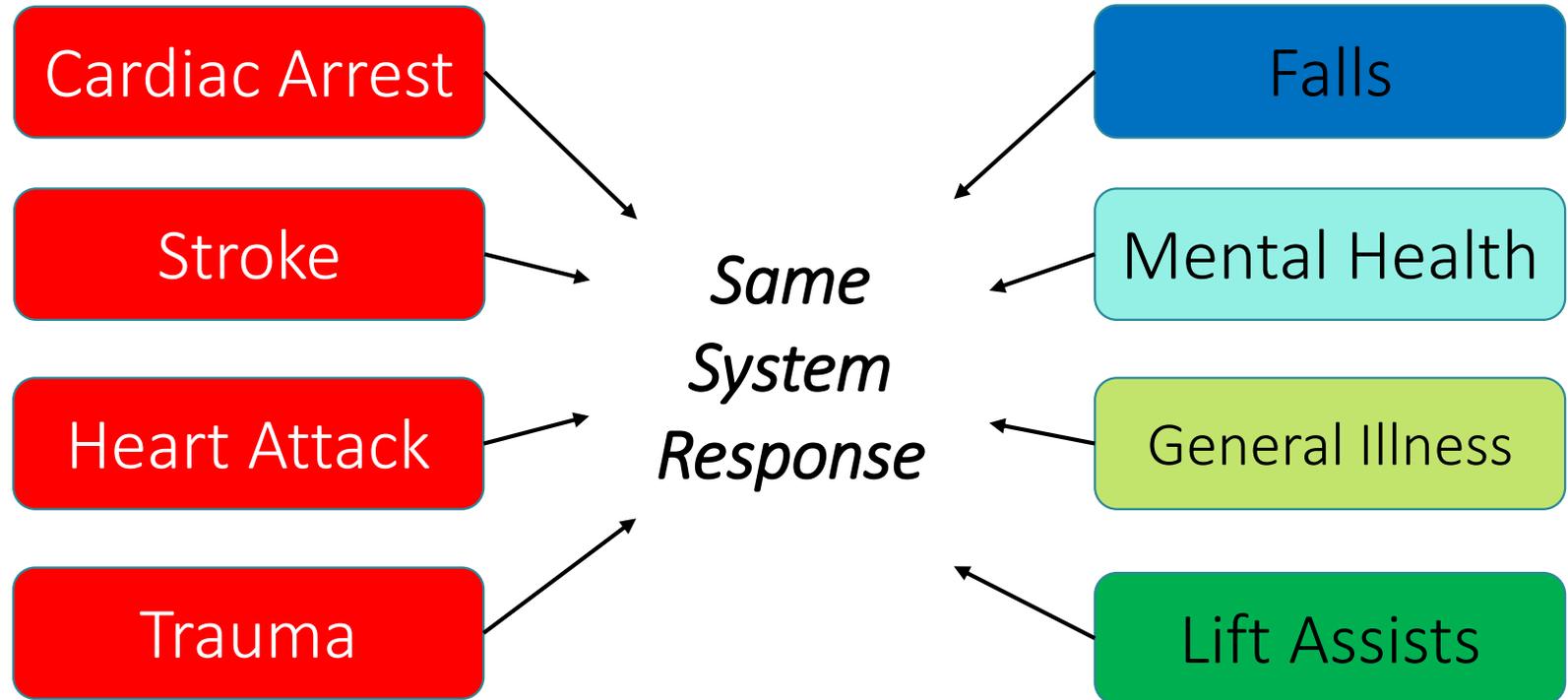


# Accomplishments



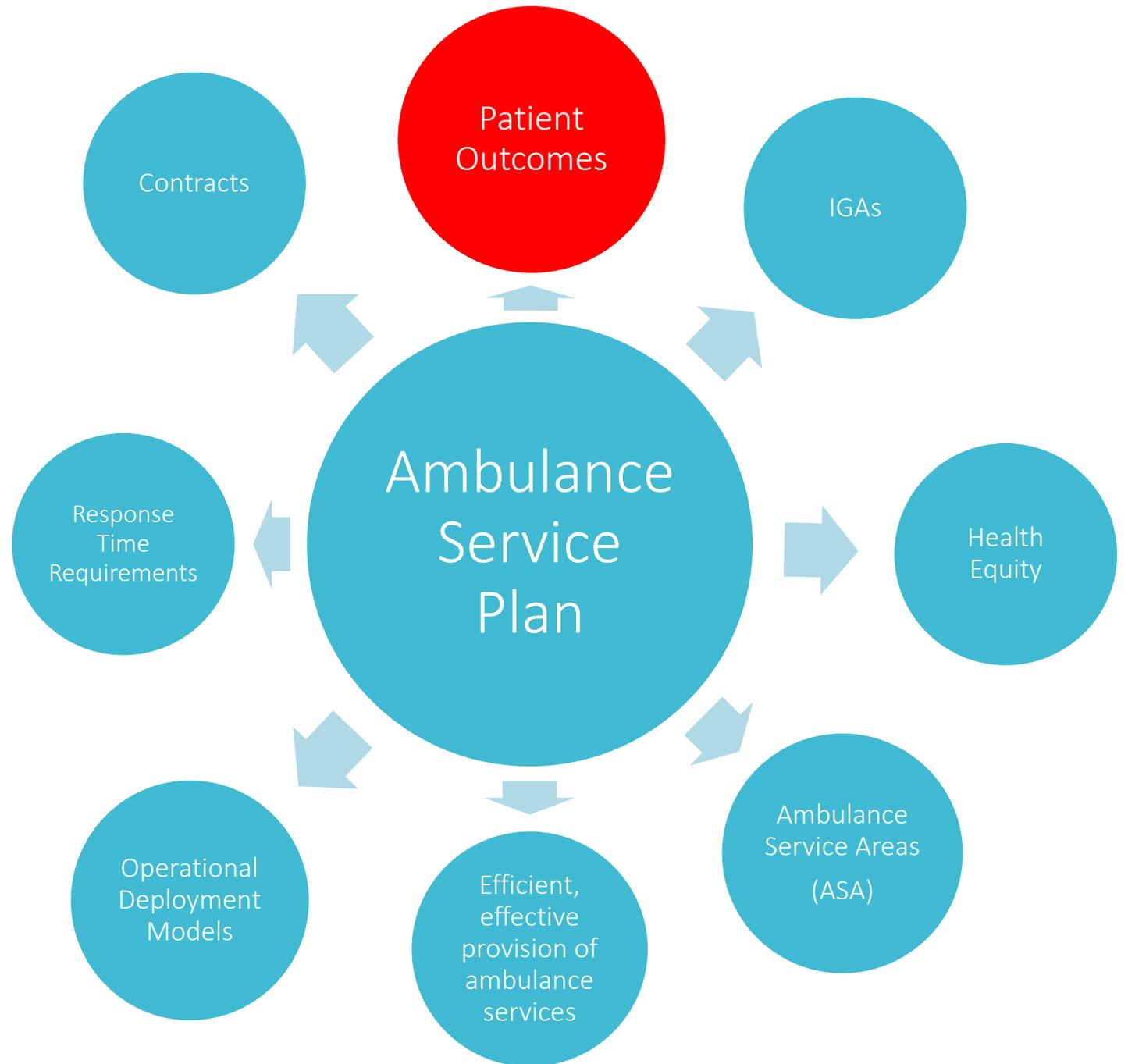
- County-wide roll out of data dashboard/surveillance tool – FirstWatch/FirstPass
- Standardized Electronic Health Record System – ESO
- Standardization of EMS kit for all agencies
- Chose standardized cardiac monitor
- Implemented office of medical director and hired two associate medical directors
- Collaborative county-wide EMS Quality Improvement Committee
- RFP for EMS system consultant to update Ambulance Service Plan
- Implemented alternative deployment models
- System Enhancement Funds purchases
- Vaccinations

# Current state of 911 response



# Ambulance Service Plan

## Connecting the dots



# Modernizing the Ambulance Service Plan

Plan review &  
update

- ORS 682.062
- 911 utilization
- Equity of care
- Allocation of resources
- Effectiveness
- System partnerships
- Provide performance metrics for the areas of inclusion for an Ambulance Service Agreement
- Importance of getting this right

## Performance Based Contract

A contract that is measured by a determined set of metrics  
Operational and clinical



### Operational

- Closest EMS resource deployment
- Response time standard compliance
- Demand analysis/system status management
- Daily unit hour minimum requirements
- Community equity zone response
- 911 ambulance response vs non-emergency ambulance response
- Real-time resource availability notification

### Clinical

- Compliance with system-wide clinical key performance indicators (KPI) as developed by County QI
- Current or developing KPI include:
  - STEMI (heart attack) care
  - Stroke care
  - Emergency airway management
  - Cardiac arrest
- National EMS Quality Alliance measures
  - Treatment of hypoglycemia (low blood sugar)
  - Pediatric respiratory assessment and management
  - Pediatric weight or length measurement
  - Use of lights and sirens
- Equity of care



# \*REVISED\* Workplan for Q1 2022 – Q1 2023

	Q1 2022 (Jan - Mar)	Q2 2022 (Apr - Jun)	Q3 2022 (Jul - Sept)	Q4 2022 (Oct - Dec)	Q1 2023 (Jan - Mar)
<b>Ambulance Service Area Plan Review</b> <i>Lead: EMS Strategic Plan Taskforce</i>	Consultant EMS stakeholder interviews. Comprehensive system data collected for consultant team.	Community Paramedic/Mobile integrated Health analysis and recommendations for performance standards. Goal is to provide appropriate resources to EMS requests for service. System resources and operational practices reviewed.	Final report submitted / presented to EMS Council and BCC on Ambulance Service Plan updates.	OHA reviews & approves updated Ambulance Service Plan.	
<b>Performance Based Ambulance Service Agreement</b>	EMS Strategic Plan Taskforce continues working on Performance Based Contract elements.	Researching, creating and refining performance metrics that coincides with Ambulance Service Plan review in progress.	Scope of work finalized. Performance Based Contract drafted.	Performance Based Ambulance Service Agreement to BCC for vote to continue or go to RFP	Performance Based Ambulance Service Agreement implemented according to BCC direction

# BCC Options/ Public Health Recommendations

## BCC Options

1. Extend Amendment #2 and instruct staff to move forward with the performance based ambulance services contract with AMR NW. This extension will allow staff and EMS stakeholders time to update the Ambulance Service Plan and prepare a contract for BCC approval by October, 2022.
2. Instruct staff to end good faith performance based contract negotiations with AMR and begin development of a Request for Proposals (RFP) for the Clackamas ASA ambulance contract.
3. Instruct staff on an alternative approach.

## Staff Recommendation

Staff recommends option #1

# Clackamas County Emergency Medical Services (EMS) Modernization

H3S / Clackamas County Public Health Division  
EMS Council



**Public Health**  
Prevent. Promote. Protect.

Health, Housing  
& Human Services   
CLACKAMAS COUNTY

# INTRODUCTION



## Presentation Outline

- Ambulance Service Governance
- Background
- Ambulance Service Plan
- Performance-based contract
- BCC options & Staff recommendation

## Overview Board Options

1. Extend Amendment #2 and instruct staff to move forward with the performance-based contract with AMR NW to coincide with Ambulance Service Plan review.
2. Instruct staff to end good faith performance-based contract negotiations with AMR and begin development of a RFP for the Clackamas ASA ambulance contract
3. Instruct staff on an alternative approach

# Ambulance Service Plan



## State of Oregon Oregon Revised Statutes

ORS 682.062

- Each county shall develop a plan relating to the need for and coordination of ambulance services
- Establish one or more ambulance service areas consistent with the plan for the efficient and effective provision of ambulance services

ORS 682.683 (1) (b)

- Require persons and governmental units that desire to provide ambulance services under the plan to meet all the requirements established by the plan

## Oregon Health Authority Oregon Administrative Rules

OHA Public Health Division – Chapter 333, Division 260 - County Ambulance Service Area Plans

- What is required to be in the plan
- Plan format
- Subjects to be considered
- System elements
- Provider selection
- Review period

## Clackamas County

County Code Title 10 - Franchises

- Chapter 10.01 - Ambulance Service Plan

Ordinance 06-2012

- Adopts Ambulance Service Plan

# Background



## January 2019

- Clackamas County EMS Strategic Plan developed

## March 2019

- EMS Strategic Plan approved

## April 2019

- EMS Strategic Plan Taskforce created
- Ambulance Service Contract - Amendment #1

## April 2019 – March 2020

- Multiple improvements to county wide EMS system developed and implemented

## March 2020

- COVID-19 global wide pandemic

## November 2020

- BCC direction - Performance-based, non-expiring contract
- EMS Council - Recommendations of Inclusion document

## December 2020

- Ambulance Service Contract - Amendment #2

## January 2021 – June 2021

- County staff and AMR met regularly regarding Performance Based Contract
- Fire agencies assist with county Covid-19 vaccination deployment
- Continual progress on strategic plan improvement

## July 2021 – Present

- Performance Base Contract Work
- EMS System Consultant process

# COVID-19 Global Pandemic

## Response & Vaccinations

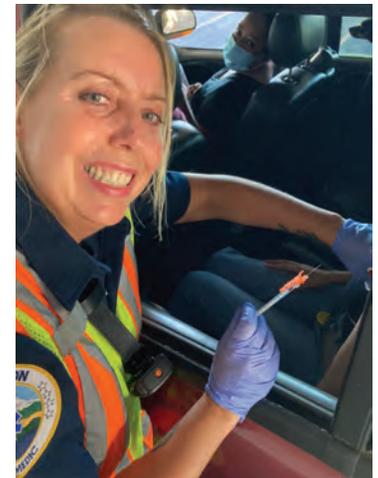


### Response and Mitigation

- Supplies inventory management and acquisition
- Strategic planning coordinating response efforts

### Vaccines

- Vaccination efforts – 1<sup>st</sup> and 2<sup>nd</sup> doses
- Vaccination clinics
  - Clackamas High School
  - Clackamas Town Center
  - Welches
  - Mary's Woods
  - Molalla High School
  - Clackamas County Fairgrounds
  - Canby Foursquare Church
  - Sandy High School
- Fire Partners administered over 45,000 vaccinations



Why participate in vaccination efforts?

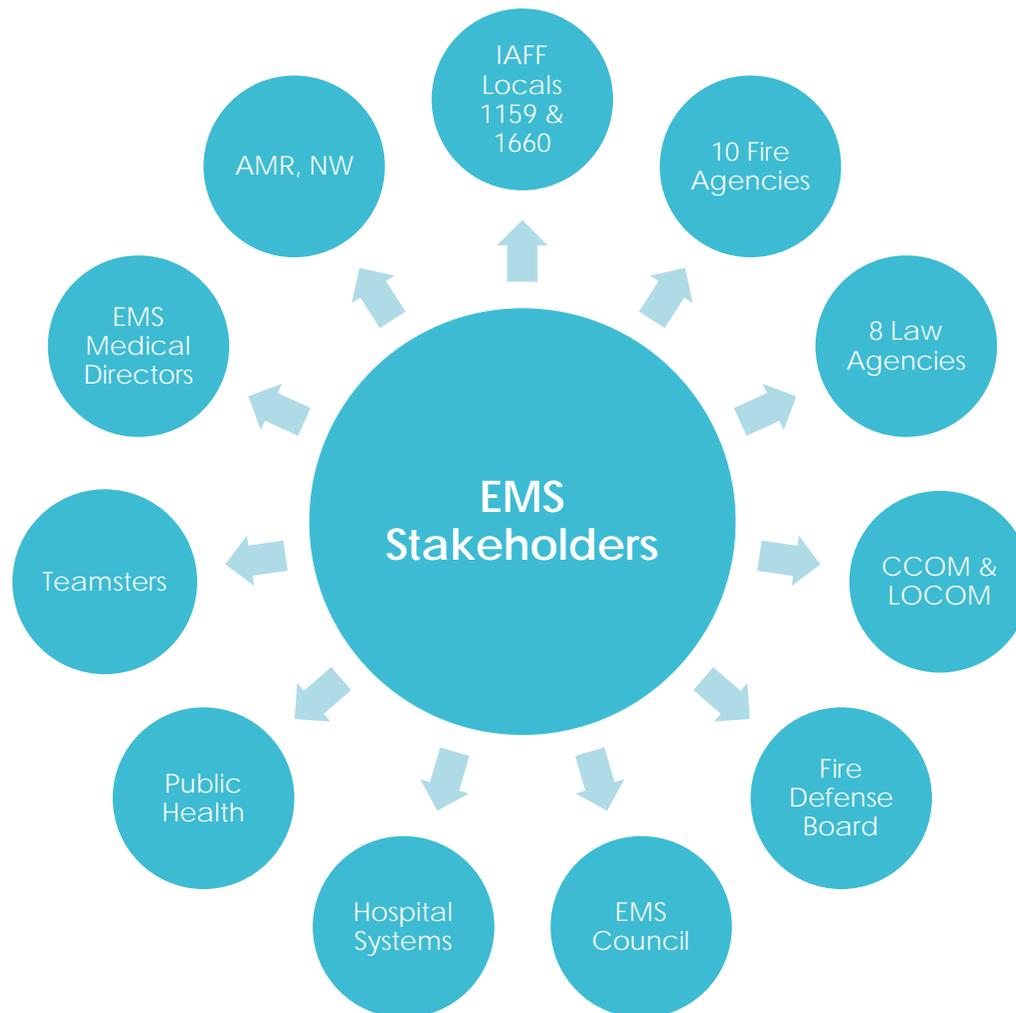
## Other Obstacles & Challenges



- Clackamas County Wildfires
- Clackamas County Ice Storm
- Clackamas County Heat Event
- Civil Unrest



# What is an EMS Stakeholder

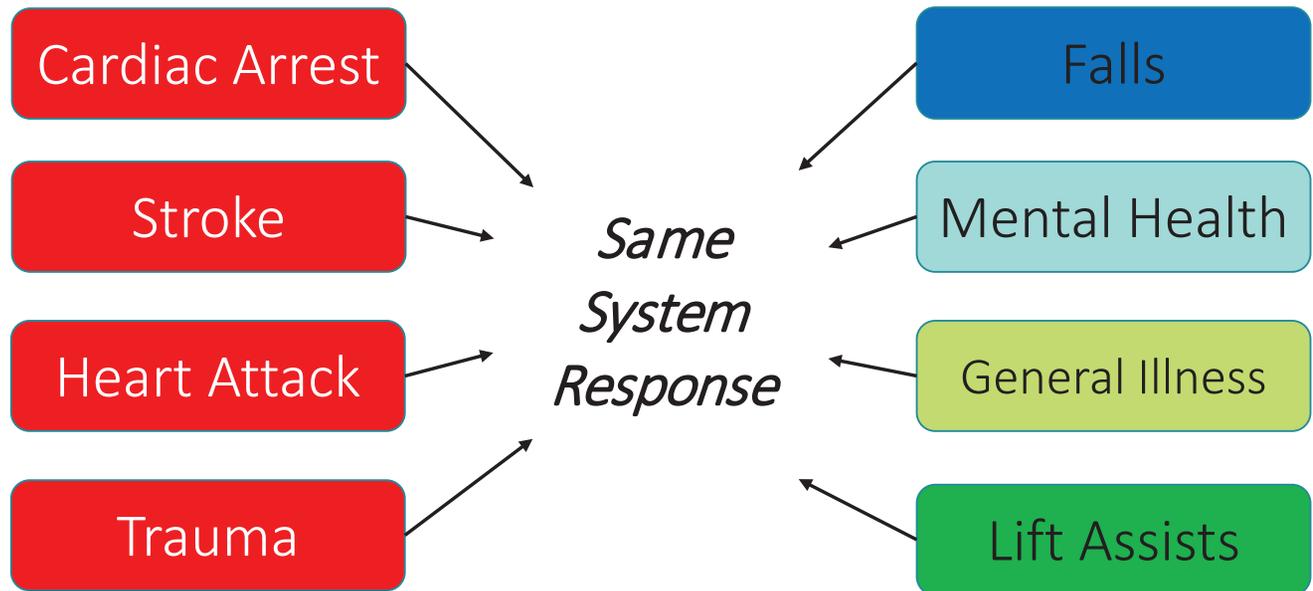


# Accomplishments



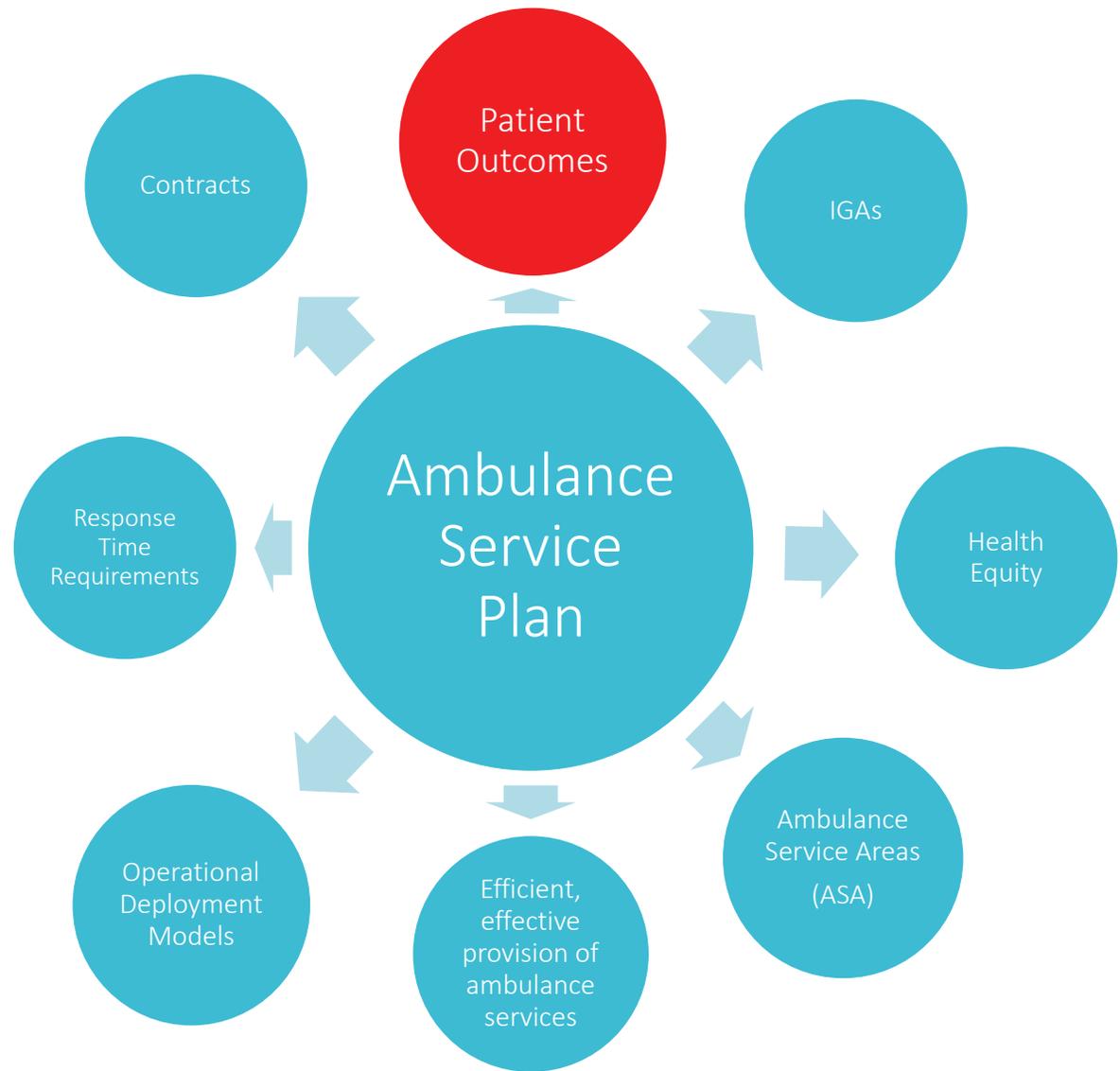
- County-wide roll out of data dashboard/surveillance tool – FirstWatch/FirstPass
- Standardized Electronic Health Record System – ESO
- Standardization of EMS kit for all agencies
- Chose standardized cardiac monitor
- Implemented office of medical director and hired two associate medical directors
- Collaborative county-wide EMS Quality Improvement Committee
- RFP for EMS system consultant to update Ambulance Service Plan
- Implemented alternative deployment models
- System Enhancement Funds purchases
- Vaccinations

# Current state of 911 response



# Ambulance Service Plan

Connecting the dots



# Modernizing the Ambulance Service Plan

Plan review &  
update

- ORS 682.062
- 911 utilization
- Equity of care
- Allocation of resources
- Effectiveness
- System partnerships
- Provide performance metrics for the areas of inclusion for an Ambulance Service Agreement
- Importance of getting this right

## Performance Based Contract



A contract that is measured by a determined set of metrics  
Operational and clinical

### Operational

- Closest EMS resource deployment
- Response time standard compliance
- Demand analysis/system status management
- Daily unit hour minimum requirements
- Community equity zone response
- 911 ambulance response vs non-emergency ambulance response
- Real-time resource availability notification

### Clinical

- Compliance with system-wide clinical key performance indicators (KPI) as developed by County QI
- Current or developing KPI include:
  - STEMI (heart attack) care
  - Stroke care
  - Emergency airway management
  - Cardiac arrest
- National EMS Quality Alliance measures
  - Treatment of hypoglycemia (low blood sugar)
  - Pediatric respiratory assessment and management
  - Pediatric weight or length measurement
  - Use of lights and sirens
- Equity of care

## Current/Performance Based Contract Comparison



Current Clackamas ASA Contract	Performance Based Contract
Expires May 2024	Non-expiring contract based on performance for renewal
The Contractor must operate the ambulance service system so as to achieve 90% response time compliance in each Zone every month	Scalable/amendable to meet updated Ambulance Service Plan and changing community needs
<p>Current contractor requirements that will also be included in a performance based contract (not all-inclusive list)</p> <ul style="list-style-type: none"> <li>• Annual reporting</li> <li>• Financial audits</li> <li>• Data reports</li> <li>• Contractor facilities/resources requirements</li> <li>• Dispatch requirements</li> <li>• Patient fees</li> <li>• Audit requirements</li> <li>• Quality Assurance &amp; Quality Improvement</li> <li>• Personnel Certifications/requirements</li> <li>• Medical direction</li> <li>• Penalties for non-compliance</li> </ul>	<p>Robust contract extension evaluation process: Contractor's performance under the Agreement shall be reviewed and audited in a time frame which is expected to be between 18-24 months. If Contractor's performance meets or exceeds the established metrics, standards, and other criteria established by the County, in coordination with the EMS and other partners, the Contract will be extended</p>
	<p>Evaluation/performance criteria: The performance criteria established by the County may include existing performance metrics under the Contract (e.g. Section 5, Response Time Requirements) as well as additional metrics and criteria the County is currently developing (collectively, the "Performance Measures"). County anticipates the following additional criteria may be included in the Performance Measures:</p> <ol style="list-style-type: none"> <li>Clinical performance elements focusing on patient needs and evidence-based clinical outcomes;</li> <li>Operational performance elements to ensure continued operational readiness, reliability and efficiency;</li> <li>Revised response time criteria to ensure more equitable access to service throughout service area;</li> <li>Identification and tracking of use of 911 systems for non-emergency transport purposes;</li> <li>Other criteria established in accordance with Ambulance Service Plan</li> </ol>

# CURRENT Workplan Q2 2019 – Q4 2021

	Q2 2019 (Apr - Jun)	Q3 2019 (Jul - Sept)	Q4 2019 (Oct - Dec)	Q1 2020 (Jan - Mar)	Q2 2020 (Apr - Jun)	Q3 2020 (Jul - Sept)	Q4 2020 (Oct - Dec)	Q1 2021 (Jan - Mar)	Q2 2021 (Apr - Jun)	Q3 2021 (Jul - Sept)	Q4 2021 (Oct - Dec)
<b>Ambulance Service Plan Review</b>	Taskforce assigned responsibility to lead this process. Google Doc will be created for members to provide comments prior to July meeting.	Taskforce members have until August 13th to submit comments within Google Doc.	Identify key stakeholders to participate in workgroup; workgroup researches project needs, creates scope of work and need/ budget for consulting services.						Consultant RFP process developed. Evaluation process developed.	Consultant RFP released. Evaluation process completed. Intent to award released for consultant.	Scope of Work for consultant finalized. Contract to be drafted and submitted to BCC for approval. Consultant contract executed.
<b>Performance Based Ambulance Service Agreement</b>					COVID - 19 Global Wide Pandemic Response. ALL meetings/non-COVID work cancelled system-wide.		BCC directed Staff and EMS Council to develop Performance Based Ambulance Service Agreement.	Subgroup of Taskforce created to develop Scope of Work for Performance Based Ambulance Service Agreement.			Original Target Performance Based Ambulance Service Agreement completion date: October. Amendment #2 expires Dec. 31, 2021.

# \*REVISED\* Workplan for Q1 2022 – Q1 2023

	Q1 2022 (Jan - Mar)	Q2 2022 (Apr - Jun)	Q3 2022 (Jul - Sept)	Q4 2022 (Oct - Dec)	Q1 2023 (Jan - Mar)
<b>Ambulance Service Area Plan Review</b> <i>Lead: EMS Strategic Plan Taskforce</i>	Consultant EMS stakeholder interviews. Comprehensive system data collected for consultant team.	Community Paramedic/Mobile integrated Health analysis and recommendations for performance standards. Goal is to provide appropriate resources to EMS requests for service. System resources and operational practices reviewed.	Final report submitted / presented to EMS Council and BCC on Ambulance Service Plan updates.	OHA reviews & approves updated Ambulance Service Plan.	
<b>Performance Based Ambulance Service Agreement</b>	EMS Strategic Plan Taskforce continues working on Performance Based Contract elements.	Researching, creating and refining performance metrics that coincides with Ambulance Service Plan review in progress.	Scope of work finalized. Performance Based Contract drafted.	Performance Based Ambulance Service Agreement to BCC for vote to continue or go to RFP	Performance Based Ambulance Service Agreement implemented according to BCC direction

## BCC Options/ Public Health Recommendations

### BCC Options

1. Extend Amendment #2 and instruct staff to move forward with the performance based ambulance services contract with AMR NW. This extension will allow staff and EMS stakeholders time to update the Ambulance Service Plan and prepare a contract for BCC approval by October, 2022.
2. Instruct staff to end good faith performance based contract negotiations with AMR and begin development of a Request for Proposals (RFP) for the Clackamas ASA ambulance contract.
3. Instruct staff on an alternative approach.

### Staff Recommendation

Staff recommends option #1

# Questions?





## Emergency Medical Services Council

---

### INTRO

The purpose of this document is to update and assure the Board of County Commissioners (BCC) that while in the face of significant obstacles, challenges, and a weary workforce, progress is being made on the proposed performance based ambulance service agreement.

### BACKGROUND

It is important for the BCC to understand the background regarding the EMS Strategic Plan and the performance based contract. This includes how we got here, what has been accomplished, and what we still need to do.

In January 2019, the EMS Council approved the EMS Strategic Plan. This plan was submitted to the BCC who approved the plan and tasked the EMS Council with implementing the plan.

The EMS Strategic Plan Taskforce is a subgroup of the EMS Council and is comprised of EMS leaders from County agencies including AMR, CCOM, LCOM, Public Health, the County EMS Medical Director, and Fire agencies. The focus of this group is specific to the implementation of the EMS strategic plan as directed by the Board of County Commissioners.

Since inception, the Taskforce has placed emphasis on creating a modernized Emergency Medical Services System that not only meets the needs of today, but is scalable to future county growth and demand, takes advantage of the advancements in the healthcare system, and provides focus on delivering sustainable and definitive treatment to the citizens we serve. It is strongly encouraged that the BCC continue to support and promote the ongoing work of the EMS Council's Strategic Plan.

In May 2019, The BCC granted a full 5 year extension of the current Ambulance Service Agreement, moving the expiration date to May 2024. In conjunction with the extension, and in an effort to avoid plateau, the Commissioners tasked the EMS Council with continuing system innovation and improvement. This direction also included providing updates twice annually through May, 2022. The completion date of 2022 was chosen as it falls within the timeline necessary should the BCC direct staff to initiate a request for proposal process.

In November, 2020, the BCC directed staff to develop a non-expiring, performance based ambulance service agreement for the Clackamas Ambulance Service Area (ASA). This performance based agreement would eliminate the RFP process for this ASA. This has caused a significant delay in EMS Strategic Plan work. Developing a performance based contract is



## Emergency Medical Services Council

---

attainable, but it must be done in conjunction with reviewing and updating the Ambulance Service Plan. This is not attainable given the current timeline.

In December 2020, the EMS Council presented the BCC with the “Recommendations For Inclusion” document, which was created for the objective of implementing a Performance Based Ambulance Service Agreement with the goal of EMS system modernization and collaboration, as it has been since this work began in 2019. This was in the midst of an ongoing worldwide pandemic, unprecedented wildfires, a historic winter storm, and a public health vaccination effort, that can only be described as herculean. In the meantime, efforts continued towards the goal of a collaborative system-wide improvement process led by EMS stakeholders to improve and modernize the EMS system that serves the citizens and visitors of Clackamas County.

### ACCOMPLISHMENTS

- Implemented the Office of the Medical Director
  - Hired two EMS Associate Medical Directors
    - Developed RFP process
    - Reviewed RFP proposals
    - Evaluation and interview process developed
    - Evaluations and interviews conducted
    - Contracts finalized, negotiated, and approved by BCC
    - Dr. John Turner and Dr. Thomas Kofoed hired (PICTURE)
- Collaborative multi-agency/multi-discipline, county wide EMS Quality Improvement committee improved
  - Developed Key Performance Indicators for time sensitive emergencies that measure patient outcome and opportunities for improvement
    - Cardiac Arrest
    - Heart Attack
    - Stroke (in progress)
  - CCOM and LOCOM
    - Applied for robust grant for nurse triage line for low acuity 911 calls,
    - Internal communication building between dispatch centers reducing delays in response
    - Implemented internal QA/QI program



## Emergency Medical Services Council

---

- Standardization of EMS Kits for all agencies.
  - Comprehensive evaluation process developed
  - Evaluated numerous products through research and development
  - Focus on ergonomics and safety
  - “Stat Pack” brand kits chosen as standardized EMS kits for all agencies
  - Created and distributed training video to all agencies to assist with standardized implementation
  - Created and developed standardized inventory and associated documents
  - Successful deployment in July 2021
  - Created kit change request process and technology for all agencies to request changes to kits including review and approval process
  - Ongoing management of inventory and configuration based on crew feedback
  
- Standardized electronic health record (EHR) system for all fire agencies.
  - Robust evaluation process developed
  - Researched numerous EHR systems
  - ESO patient care documentation software chosen as standardized County charting platform that includes ability to share data between AMR charting platform and ESO. All fire agencies utilize ESO.
  - A multi-agency administrative working group developed standardized platform settings and training strategies to ensure county wide interoperability.
  - Connection to 911 dispatch centers established.
  - Initial planning and discussions with hospital systems on connection between EMS and hospital data, closing patient outcome loop
  
- County wide roll out of Data Dashboard (FirstWatch)
  - Real time, countywide data tracking and compliance tool for all agencies
  - Connection established to 911 Dispatch Centers are in place and data is flowing
  - Connection established between all agency patient care data (ESO) and FirstWatch
  - Connection established between AMR patient care data and FirstWatch
  - Several modules that include 911 dispatch center quality improvement, clinical performance measures are in progress



## Emergency Medical Services Council

---

- Developed Online Compliance Utility (OCU) module to monitor real-time ambulance performance/compliance in all County ASA's (Clackamas, Canby, Molalla). Anticipate roll out of this module soon.
- RFP for EMS System Consultant
  - Developed RFP process
  - Evaluation and interview process developed and implemented
  - Evaluations and interviews conducted
  - Awarded RFP to Cambridge Consulting Group
  - Scope of Work developed
  - Contract being developed
- Pilots conducted resulting in permanent Alternate Deployment Models
  - Single Resource Response
    - Fire only non-injury vehicle accidents
    - Fire only medical alarms
    - Ambulance only clinic response
- EMS Council and Stakeholders leveraged EMS System Enhancement funds to support initiatives:
  - Purchase of ESO software
  - Purchase of FirstWatch software
  - Purchase of common EMS kits for all fire agencies and AMR
  - Produced and distributed educational video for Long Term Care Facilities and the proper use of 911
  - EMS System Consultant
- Partnered with Public Health to vaccinate Clackamas County
  - Vaccinated first responders
  - Stood up and staffed recurring drive through mass vaccination clinics
  - Stood up and staffed multiple recurring walk-in vaccine clinics
  - Provided mobile vaccinations to vulnerable populations

### NEXT STEPS

The Clackamas County Ambulance Service Plan drives all contracts and associated agreements. Public Health Staff and EMS stakeholders are working with a consultant to review and update this plan. The following is a list of what we believe to be next steps toward developing a performance based ambulance service agreement.



## Emergency Medical Services Council

---

- Ambulance Service Plan Review and update - ORS 682.062 (1)(b) states that any ambulance service area contract must be supported by the Ambulance Service Plan.
  - Consultant -
    - Finalize contract
    - Stakeholder meetings scheduled and work plan commences
    - Review and update Ambulance Service Plan
- Research and develop performance based ambulance service agreement
  - Performance based, non-expiring, Ambulance Service Agreements require routine audits to evaluate current standards, and inspire continued progression based on ASA Strategic Plan.
  - Compliance Review/Audit Process
    - Develop independent compliance committee
      - Diverse stakeholder group providing routine review, and unbiased reconciliation on overall performance. Ultimately, assisting with continual improvement and refinement.
    - Develop detailed reporting requirements
  - Develop clinical performance standards/elements based on patient needs and evidence-based clinical outcomes
  - Update response time criteria to ensure more equitable access to service throughout service area
  - Develop operational performance elements to ensure continued operational readiness
  - Address use of 911 system resources for non-emergency transport
    - Develop alternate response models
      - Lighter forces other than ambulance and fire apparatus
  - Establish daily unit hour utilization minimums
  - Develop surge protection plan
    - Intermittent spikes in call volume
    - Disasters, inclement weather, global pandemic, etc.
  - Develop Mobile Integrated Health, Community Medicine, and Community Health component
    - These programs will move us toward our goal of equal access to care, health equity, and providing definitive care that our patients truly need to get healthy.
      - Opioid and other drug abuse and overdose reduction
      - Mental health response
      - Frequent user/911 abuser mitigation



## Emergency Medical Services Council

---

- Community outreach

### **CLOSING**

Despite the challenges we have experienced, much work has been completed on the EMS Strategic Plan and performance based contract. As the timelines have shifted due to circumstances beyond our control, we are confident in our ability to update the ambulance service plan and deliver a performance based contract to the BCC for review provided we are allowed the time to do it right. The updated timeline we will present to the BCC on November 23 will allow us the time necessary to provide a quality product that allows for innovation, is scalable to meet the growing demands of our communities, and meets the intent of the updated Ambulance Service Plan.

Respectfully,

*Matt Dale*

Matt Dale  
Chair, EMS Council

Scope of Work

**Background and Purpose**

In May of 2019, the Board of County Commissioners (BCC) granted American Medical Response, NW (AMR) a five year extension of the ambulance Services Agreement for the Clackamas Ambulance Service Area (ASA), moving the expiration date of the agreement to May, 2024.

In late 2020, the BCC directed staff to negotiate, in good faith, with AMR on a performance based agreement that would not expire as long as AMR met the developed performance criteria. Since that time staff has worked with the EMS Council, AMR, and other EMS stakeholders to develop this agreement. Much progress has been made with much work left to do. The goal of staff and stakeholders is to create an agreement that improves patient outcomes and allows for innovation, increased transparency, and continuous improvement, and is scalable to the increasing population and requests for EMS services.

To meet this goal, extensive research is required. Increasing personnel and equipment to keep up with the increased service demands is not sustainable. We must look at alternate deployment models, alternate transport destinations when the hospital emergency department is not appropriate, alternative 911 center triage methods, and protocols that allow for treating a patient at the scene without transport, to name a few.

**Contractor Requirements**

ORS 682.071 states “A city, rural fire protection district or rural ambulance district providing transportation services through use of licensed ambulances that either individually or jointly accept prepayment from persons within their service areas for ambulance and emergency medical services, or ambulance services only, but not for other health care services, and a for-profit or not-for-profit corporation that accepts prepayment for ambulance and emergency medical services, or ambulance services only, but not for other health services, operating within this state or in another state, may enter into an exchange of services agreement for ambulance and emergency medical services.”

Public Health Division - Chapter 333, Division 250 - AMBULANCE SERVICE LICENSING, states “No person shall operate an ambulance service unless issued an ambulance service license by the Oregon Health Authority, Public Health Division.”

A contractor providing ambulance services to Clackamas County are required to meet the above statues and rules (and many others). The ambulance service contracts or agreements must meet requirements of ORS 682, as well as numerous other Oregon Health Authority Rules. A contractor meeting these requirements are eligible to provide ambulance transport services to Clackamas County.

**Budget**

<b>Clackamas County Ambulance Services Contract – Financial Information</b>	
Current patient fees <i>primary source of revenue for ambulance contractor</i>	\$1,399.13 per ambulance transport
Annual revenue for ambulance contractor (AMR NW)	~\$6,000,000
Clackamas County revenue <i>funds used to administer the EMS Program</i>	<ul style="list-style-type: none"> <li>• Annual franchise fee: \$523,816</li> <li>• Annual cost savings: \$386,000                             <ul style="list-style-type: none"> <li>○ Fire agency payments: 60%</li> <li>○ Compassion care: 20%</li> <li>○ System enhancement: 20%</li> </ul> </li> </ul>

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 742-5300 • Fax (503) 742-5352

[www.clackamas.us/publichealth](http://www.clackamas.us/publichealth)

**Responsibilities of Contractor:**

Contractor will submit to robust contract extension evaluation process: Contractor’s performance under the Agreement shall be reviewed and audited in a time frame which is expected to be between 18-24 months. If Contractor’s performance meets or exceeds the established metrics, standards, and other criteria established by the County, in coordination with the EMS and other partners, the Contract will be extended.

Contractor will meet Evaluation/performance criteria: The performance criteria established by the County may include existing performance metrics under the Contract (e.g. Section 5, Response Time Requirements) as well as additional metrics and criteria the County is currently developing (collectively, the “Performance Measures”). County anticipates the following additional criteria may be included in the Performance Measures:

1. Clinical performance elements focusing on patient needs and evidence-based clinical outcomes;
2. Operational performance elements to ensure continued operational readiness, reliability and efficiency;
3. Revised response time criteria to ensure more equitable access to service throughout service area;
4. Identification and tracking of use of 911 systems for non-emergency transport purposes;
5. Other criteria established in accordance with Ambulance Service Plan

**Attachments:**

Appendix A – Operational Performance Metrics Examples

Appendix B – Clinical Performance Metrics Examples

Appendix C – Reporting Metrics Examples

## APPENDIX A

### Operational Performance Metrics Examples

- Closest EMS resource deployment regardless of agency
- Response time standard compliance
- Demand analysis/system status management
- Daily unit hour minimum requirements
- Community equity zone response
- 911 ambulance response vs non-emergency ambulance response
- Real-time resource availability notification
- Calls and transports, by priority, for each response area and areas outside the ASA
- Mutual aid response to and from system
- Vehicle accidents and failures per 100,000 miles driven
- Frequency of employee work related injuries per hours worked
- Employee turnover
- Workplace satisfaction

## APPENDIX B

### Clinical Performance Metrics Examples

- Compliance with system-wide clinical key performance indicators (KPI) as developed by County QI
- Current or developing KPI include:
  - STEMI (heart attack) care
  - Stroke care
  - Emergency airway management
  - Cardiac arrest
- National EMS Quality Alliance measures
  - Treatment of hypoglycemia (low blood sugar)
  - Pediatric respiratory assessment and management
  - Pediatric weight or length measurement
  - Use of lights and sirens
- Equity of care
- Clinical outcomes report as determined by medical director
- Continuing education compliance report
- Summary of clinical /service inquiries and resolutions

## APPENDIX C

### Reporting Metrics Examples

#### (a) Clinical Compliance

- (1) Compliance in all clinical KPI metrics as defined by the County QI Committee
- (2) Clinical Outcomes report as determined by the Medical Director;
- (3) Continuing education compliance reports; and
- (4) Summary of clinical/service inquiries and resolutions

#### (b) Operational

- (1) Calls and transports, by priority, for each response area and areas outside the County ASA;
- (2) A list of each call where there was a failure to properly record all times necessary to determine the Response Time. ?
- (3) Intercepts with regional PROVIDERS; ?
- (4) A list of mutual aid responses to and from system; and - *mutual response?*
- (5) EMS transports to and from medical aircraft performed by PROVIDER.

#### (c) Operational performance indicators to mitigate risk:

- (1) Vehicle accidents or failures per 100,000 miles driven;
- (2) frequency of employee work related injuries per hours worked;
- (3) unit hour utilization as an indicator of workforce fatigue; ? *non-issue in CC*
- (4) employee turnover; and
- (5) Workplace satisfaction. *An annual process to gather employee engagement*

#### (d) Response Time Compliance

- (1) A list of each call dispatched for which PROVIDER did not meet the response time standard; *current process*
- (2) Canceled calls *could be a problem*
- (3) Number on non-emergent/private calls ran by 911 system units; and *currently required*
- (4) Exception reports and (resolution)?

#### (e) ePCR and Response Time Statistical Data

- (1) PROVIDER will provide mirror image database to ensure that the County's independent statistical analysis of contract activity can take place on a real time basis. *First Pass?*
- (2) The records shall, at a minimum, include the following data elements:
  - Unit identifier
  - Location of call – street address
  - Location of call - longitude and latitude
  - Nature of call (MPDS Code)
  - Code to scene
  - Time call received (or for transfers; time pick-up requested)
  - Time call dispatched
  - Time unit en route
  - Time unit on scene
  - Time contact with patient *could have to add*

- Time unit en route to hospital
- Time unit at hospital
- Time unit clear and available for next call
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital
- Trauma system entry, STEMI alert, Stroke alert, Sepsis alert
- Number of patients transported
- Number of first responders accompanying if any

(f) Personnel Reports:

(1) PROVIDER shall provide the County annually with a list of paramedics and dispatchers currently employed by PROVIDER and shall update that list whenever there is a change. Alternatively, PROVIDER may provide County read-only access to that database.

(2) The personnel list shall include, at a minimum:

- Name,
- Address, *would need union approval*
- Telephone number, *would need union approval*
- Paramedic certification and expiration date,
- Specialty certifications and expiration date and
- ~~Driver's license number of each person on the list.~~ ↗

(g) Community/Governmental Affairs Report

- (1) Number of conducted community education events,
- (2) Public Relations (PR) activities,
- (3) First responder recognition,
- (4) Government relations contact report.
- (5) Health equity activities report

(h) Electronic Access to Reports

- (1) PROVIDER shall provide access capability to the County, at the PROVIDER's expense, to all ePCRs and provide First Watch/FirstPass customized reports for the County's monitoring and review.
- (2) The electronic access shall also include real time monitoring of CAD/data interface systems.

(i) Other Reports

- (1) PROVIDER shall develop and maintain other reports as may be reasonably requested to monitor activities associated with the performance as health equity educational and training activities each employee participates in during each year, and other activities related to the performance of this contract, the organizational cultural competency self-assessment, and the approved work plan.
- (2) PROVIDER commits to working actively and cooperatively with other system participants in County-coordinated efforts to improve system level performance on all system level patient Clinical Outcomes.
  - (i) This includes providing appropriate service delivery and supervisory staff to participate in the development and implementation of improvement processes.
  - (ii) Clinical Outcomes and Care Elements, and their associated KPIs, are expected to evolve during this contract period, with the development and evolution of the local EMS system.
  - (iii) PROVIDER will measure, monitor and benchmark KPIs for each Clinical Outcome and Care Element as developed and approved by the Clackamas County EMS QI Committee

- a. PROVIDER shall achieve the specified levels of performance on all Clinical Care Elements KPIs for which PROVIDER is accountable.
  - b. This includes producing periodic reports which describe overall compliance with protocols, and provide analysis of protocol compliance challenges and ideas for their resolution.
  - c. The PROVIDER commits to providing data it possesses that is necessary for the multi-agency outcomes improvement processes coordinated by the County.
- (3) The PROVIDER shall provide the County with such other reports and records as may be reasonably required by the Contract Administrator

## Comparison Document

### Difference between current contract and a performance based contract

Current Clackamas ASA contract	Performance based agreement
Expires May 2024	Non-expiring contract based on performance for renewal
The Contractor must operate the ambulance service system so as to achieve 90% response time compliance in each Zone every month	Scalable/amendable to meet updated Ambulance Service Plan and changing community needs
<p>Current contractor requirements that will also be included in a performance based contract (not all-inclusive list)</p> <ul style="list-style-type: none"> <li>• Annual reporting</li> <li>• Financial audits</li> <li>• Data reports</li> <li>• Contractor facilities/resources requirements</li> <li>• Dispatch requirements</li> <li>• Patient fees</li> <li>• Audit requirements</li> <li>• Quality Assurance &amp; Quality Improvement</li> <li>• Personnel Certifications/requirements</li> <li>• Medical direction</li> <li>• Penalties for non-compliance</li> </ul>	<p>Robust contract extension evaluation process: Contractor’s performance under the Agreement shall be reviewed and audited in a time frame which is expected to be between 18-24 months. If Contractor’s performance meets or exceeds the established metrics, standards, and other criteria established by the County, in coordination with the EMS and other partners, the Contract will be extended</p>
	<p>Evaluation/performance criteria: The performance criteria established by the County may include existing performance metrics under the Contract (e.g. Section 5, Response Time Requirements) as well as additional metrics and criteria the County is currently developing (collectively, the “Performance Measures”). County anticipates the following additional criteria may be included in the Performance Measures:</p> <ol style="list-style-type: none"> <li>i. Clinical performance elements focusing on patient needs and evidence-based clinical outcomes;</li> <li>ii. Operational performance elements to ensure continued operational readiness, reliability and efficiency;</li> <li>iii. Revised response time criteria to ensure more equitable access to service throughout service area;</li> <li>iv. Identification and tracking of use of 911 systems for non-emergency transport purposes;</li> <li>v. Other criteria established in accordance with Ambulance Service Plan</li> </ol>

# AMBULANCE CONTRACT

Effective May 1, 2014

1. SERVICES AND TERM .....	3
2. CONTRACT DOCUMENTS.....	5
3. DEFINITIONS .....	4
4. CONTRACTOR WARRANTY .....	7
5. RESPONSE TIME REQUIREMENTS .....	8
6. MEDICAL FIRST RESPONDERS - INTEGRATION AND SUPPORT .....	13
7. REPORTS AND REQUESTS .....	19
8. CONTRACTOR FACILITIES AND RESOURCES .....	21
9. DISPATCH.....	21
10. VEHICLES, EQUIPMENT AND COVERAGE .....	23
11. EXPANSION OF PRIMARY SERVICE AREA AND OUTSIDE WORK.....	24
12. PATIENT FEES (RATES).....	24
13. BILLS AND COLLECTIONS .....	28
14. PUBLIC RELATIONS AND EDUCATION.....	28
15. AUDIT .....	29
16. FRANCHISE FEES.....	30
17. QUALITY CONTROL.....	31
18. PERSONNEL CERTIFICATIONS & REQUIREMENTS.....	32
19. HUMAN RESOURCES .....	32
20. RIGHTS AND REMEDIES NOT WAIVED.....	33
21. INDEMNIFICATION AND HOLD HARMLESS.....	33
22. INSURANCE AND PROOF OF INSURANCE.....	33
23. EQUIPMENT AND VEHICLE SUBLEASE AGREEMENTS.....	35
24. MUTUAL AID .....	36
25. MEDICAL DIRECTION FEES .....	36
26. MEDICAL DIRECTION .....	36
27. "LAME DUCK" PROVISIONS .....	37
28. STAND-BY AND SPECIAL EVENTS COVERAGE.....	38
29. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM .....	38
30. DISASTER ASSISTANCE AND RESPONSE.....	38
31. PERFORMANCE SECURITY.....	39
32. LIQUIDATED DAMAGES.....	40
33. BREACH.....	43
34. ADMINISTRATION .....	47

<b>35. LOCATION OF EXECUTION AND PERFORMANCE; VENUE .....</b>	<b>47</b>
<b>36. SUCCESSORS AND SUBCONTRACTORS .....</b>	<b>48</b>
<b>37. ASSIGNMENT .....</b>	<b>48</b>
<b>38. SEVERABILITY .....</b>	<b>48</b>
<b>39. HEADINGS .....</b>	<b>48</b>
<b>40. CONSTRUCTION OF CONTRACT .....</b>	<b>48</b>
<b>41. SOLE AGREEMENT .....</b>	<b>49</b>
<b>43. PRODUCT ENDORSEMENT / ADVERTISING.....</b>	<b>49</b>
<b>44. RELATIONSHIP OF THE PARTIES/ NO THIRD-PARTY BENEFICIARIES. ....</b>	<b>49</b>
<b>45. NOTICES .....</b>	<b>50</b>
<b>ATTACHMENT A: ZONES AND REGIONS.....</b>	<b>52</b>
<b>ATTACHMENT B: CONTINGENT LEASE AGREEMENT .....</b>	<b>55</b>
<b>ATTACHMENT C: MEMORANDUM OF UNDERSTANDING – SYSTEM INNOVATION .....</b>	<b>66</b>
<b>ATTACHMENT D: SUBCONTRACTS .....</b>	<b>68</b>
<b>ATTACHMENT E: COMMUNITY SERVICE AND EDUCATION PROGRAM .....</b>	<b>83</b>
<b>ATTACHMENT F: WILDERNESS MEDICAL PROGRAM .....</b>	<b>87</b>
<b>ATTACHMENT G: RIVER SAFETY PROGRAM .....</b>	<b>107</b>

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

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

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

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

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

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

Contractor and County agree as follows:

**1. Services and Term**

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

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

## **2. Contract Documents**

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

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

## **3. Definitions**

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

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

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

- O. "Maximum Average Bill" means the total number of dollars charged for emergency ambulance services during the contract year, minus any charges for franchise fees, medical direction, oversight, regulation, standbys, special events and other special charges, divided by the total number of ambulance patients transported as documented by the number of base rates charged during the same period.
- P. "Participating Provider" or "Participating Agency" means a fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to use agency responses to modify ambulance response time requirements.
- Q. "Region" means one of eight areas into which the Clackamas ASA is divided which are used for reviewing response times for communities inside the service area.
- i. Region 1 includes Lake Oswego and part of West Linn in the urban and suburban zones west of the Willamette River and north of the Hidden Springs Line.  
  
The Hidden Springs Line is a dividing line west of the Willamette River which follows Mapleton Drive from the Willamette River to Highway 43, then Highway 43 to Hidden Springs Road, then Hidden Springs Road to Rosemont Road. From the junction of Hidden Springs Road and Rosemont Road the line goes northwest to the junction of Mossy Brae Road and Stafford Road, then follows Stafford Road to Borland Road, and then Borland Road to the Tualatin City Limits.
  - ii. Region 2 includes West Linn and Wilsonville, the urban, suburban, and rural zones west of Willamette River and south of the Hidden Springs Line.
  - iii. Region 3 is Gladstone and Oregon City.
  - iv. Region 4 is Milwaukie and Oak Lodge.
  - v. Region 5 is urban Clackamas Fire District 1 (not including Region 4) including Happy Valley.
  - vi. Region 6 is suburban Boring, Clackamas Fire District 1, Estacada, Damascus and Sandy.
  - vii. Region 7 is rural Hoodland and Sandy.
  - viii. Region 8 is rural Boring, Clackamas Fire District 1, Fire District #68, and Estacada.
- R. "Response Time" means the length of time between the notification of each provider (Participating Provider or Ambulance Provider) and the arrival of their respective emergency medical service unit(s) at the incident scene or staging area.

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

#### **4. Contractor Warranty**

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

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

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

**5. Response Time Requirements**

A. Performance-based Contract. In this performance-based contract, Contractor has flexibility to choose the means and methods for providing EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of Contractor's expertise and choice of the means and methods, and therefore is solely Contractor's responsibility. An error or failure in one portion of Contractor's operation does not excuse performance in other areas of operation.

B. Ninety-percent Compliance Standard. The Contractor must operate the ambulance service system so as to achieve 90% response time compliance in each Zone every month, measured separately for Priority 1, Priority 2 and Priority 3 calls. County may combine Priority 2 and Priority 3 calls for determining compliance and liquidated damages. Contractor must also achieve 90% response time compliance in each Region, one through eight, every calendar quarter, measured separately for Priority 1, Priority 2 and Priority 3 calls and combined for the purpose of reporting Region compliance and determining liquidated damages, unless excused as provided below. For example, to be in compliance for Priority 1 responses in urban Zones, the contractor must place an ambulance on the scene of each Priority 1 call within eight minutes and zero seconds (8:00). Response time requirements are set forth below for Priority 1, 2 and 3 calls in each Zone and within each Region of the County.

C. Region Compliance Excused. Contractor is not required to meet Region compliance standards in those Regions which are served by a Participating Provider, as provided in section 6 of this Contract, unless otherwise notified in writing by the County. County may reinstate Region reporting and compliance requirements by written notice to Contractor.

D. Urban and Urban Coordinated Compliance Combined. When the Urban Coordinated Zone is implemented as part of an agreement with a Participating Provider, as provided in section 6 of this Contract, calls in the Urban Zone will be combined with calls in the Urban Coordinated Zone for the purpose of reporting Zone compliance under this section.

E. Response Times. Response time requirements applicable to the 90% compliance standard are set forth in the following tables for Priority 1, 2 and 3 calls:

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

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

“MPDS” refers to Medical Priority Dispatch System classification.

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

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

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

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

a. Response Time Clock

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

b. Time Intervals for Priority

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

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

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

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

c. Upgrades, Downgrades and Reassignments

1) Upgrades

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

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

2) Downgrades

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

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

3) Reassignment En Route

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

4) Cancelled En Route

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

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

5) Response Times Outside of Clackamas Ambulance Service Area

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

6) Each Incident A Single Response

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

7) Response Time Exceptions and Exemption Requests

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

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

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

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

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

8) Response Time Audit Trail

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

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

**6. Medical First Responders - Integration and Support**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Reports and Requests**

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

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

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

B. Other Reports.

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

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

## **8. Contractor Facilities and Resources**

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

## **9. Dispatch**

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

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

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

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

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

#### **10. Vehicles, Equipment and Coverage**

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

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

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

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

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

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

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

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

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

**11. Expansion of Primary Service Area and Outside Work**

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

**12. Patient Fees (Rates)**

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

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

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

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

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

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

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

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

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

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

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

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

5. Due Diligence for Cost Savings. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it does realize such savings or otherwise finds that it is possible to lower the user fees established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine.
- E. On-Scene Collections. Contractor's personnel shall not accept payment for services rendered under this contract either at the scene of the call, enroute, or upon delivery of the patient.
  - F. Non-transport fee. Contractor may propose a non-transport fee subject to County approval.
  - G. Billing Procedures. It is the Contractor's responsibility to:
    1. Accurately prepare all appropriate billing information in order to submit billings to third party payers and bill patients for services rendered;
    2. Adhere to industry standards of billing patients' third party payer and providing patients with detailed listing of services provided;
    3. Mail bills to users; and
    4. Professionally and courteously answer questions about billing and payment schedules.
  - H. Detailed Description of Practices and Procedures. Contractor shall provide the County Department of Human Services with a detailed written description of:
    1. Patient billing practices and procedures;
    2. Patient billing payment schedules, and
    3. Pricing and user fee policies.
  - I. Changes in Practices and Procedures. Contractor shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge

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

### **13. Bills and Collections**

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

### **14. Public Relations and Education**

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

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

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

## **15. Audit**

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

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

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

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

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

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

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

## **16. Franchise Fees**

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

## 17. Quality Control

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

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

B. Patient care.

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

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

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

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

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

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

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

## **18. Personnel Certifications & Requirements**

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

## **19. Human Resources**

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

## **20. Rights and Remedies Not Waived**

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

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

## **21. Indemnification and Hold Harmless**

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

## **22. Insurance and Proof of Insurance**

- A. Insurance. Contractor at its own expense shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth below to protect it and the County from claims which may arise out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate for personal injury and property damage, for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to the contract.
  2. Business automobile liability insurance in the amount of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage for the protection of the County, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to the contract.

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

8. A waiver of all rights of subrogation against the County and the Medical Director, their officers, agents, employees and volunteers for losses arising from the activities arising from or relating to this contract shall also be provided.

B. Certificate of Insurance. At all times during this contract, Contractor shall file with the County valid certificates of insurance, and endorsements, acceptable to the County, naming the County and the Medical Director as additional insureds in the amounts and coverages stated above and providing a waiver of all rights of subrogation as listed above.

### **23. Equipment and Vehicle Sublease Agreements**

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

B. Vehicle and On-Board Equipment Arrangement.

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

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

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

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

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

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

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

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

#### **24. Mutual Aid**

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

#### **25. Medical Direction Fees**

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

#### **26. Medical Direction**

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

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

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

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

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

## **27. "Lame Duck" Provisions**

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

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

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

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

## **28. Stand-by and Special Events Coverage**

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

## **29. Internal Risk Management/Loss Control Program**

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

## **30. Disaster Assistance and Response**

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

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

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

### **31. Performance Security**

- A. Service Delivery. Contractor expressly agrees that, in the event of breach by the Contractor, Contractor will work with the County to ensure continuous delivery of services, regardless of the underlying cause of the breach. Contractor agrees that it has a public health and safety obligation to assist County to provide uninterrupted service delivery in the event of breach, even if Contractor disagrees with the determination of breach. Further the contractor agrees that if notified by the County of a determination of breach and intent to execute an immediate takeover of the system, that the contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.
- B. Performance Security – Irrevocable Letter of Credit. Contractor will provide performance security by providing the County with an irrevocable letter of credit in a form satisfactory to the County. The amount of the letter of credit will be one million five hundred thousand dollars (\$1,500,000.00) issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poors, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The federally insured banking institution on which the irrevocable letter of credit is to be drawn shall be acceptable as determined by the County's Finance Director. In the event the performance security is used for breaches such that the total is reduced to one million, two hundred fifty thousand dollars (\$1,250,000), the performance security will be immediately replenished to one million, five hundred thousand dollars (\$1,500,000). The irrevocable letter of credit, if applicable, may be used:

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

### **32. LIQUIDATED DAMAGES**

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

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

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

C. Zone-Wide Non-Performance Liquidated Damages.

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

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

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

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

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

D. Region-Wide Non-Performance Liquidated Damages.

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

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

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

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

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

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

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

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

### **33. Breach**

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

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

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

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

20. Creating patient responses or transports so as to artificially inflate run volumes.
  21. The unauthorized sale or transfer of the operating entity contracted to perform all services under this contract, provided that the County will not unreasonably withhold authorization if sufficient evidence of ability and commitment of the acquirer or transferee, to meet the performance criteria is provided to convince the County that the sale or transfer is in the public interest.
  22. The filing of any bankruptcy or any other similar action, which, in the opinion of the County, places the performance of the contract at risk.
  23. Failure to submit reports and information under the terms and conditions outlined in this contract.
  24. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined by the Director of Health, Housing and Human Services and County EMS Medical Director and confirmed by the Board of County Commissioners to constitute a breach or endangerment to public health and safety.
- B. Provisions for Termination of Contract. In the event of contract breach, County will give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, the Contractor will deliver to the County, in writing, a plan to cure or remedy such breach, or a statement of reasons why it disagrees with the County's notice. A plan to cure or remedy will be updated, in writing, every seven (7) calendar days until the breach is cured or remedied to the satisfaction of County. Contractor shall have the right to cure or remedy such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure or remedy such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the County), or the Contractor fails to timely deliver the cure or remedy plan, or updates to the County, County may immediately terminate the contract. The Contractor is not prohibited from disputing any findings of breach through litigation, provided, however, such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. Such dispute by the Contractor shall not delay the County's access to the funds made available by the Irrevocable Letter of Credit.
- C. Provisions for Emergency Takeover or "Step In Rights". In the event the County terminates the contract, Contractor will cooperate completely and immediately with the

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

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

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

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

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

### **34. Administration**

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

### **35. Location of Execution and Performance; Venue**

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

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

### **36. Successors and Subcontractors**

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

### **37. Assignment**

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

### **38. Severability**

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

### **39. Headings**

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

### **40. Construction of Contract**

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

#### **41. Sole Agreement**

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

#### **42. Compliance with Laws and Regulations.**

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

#### **43. Product Endorsement / Advertising.**

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

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

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

#### 45. Notices

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

If intended for County, to:

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

With a copy to:

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

If intended for Contractor, to:

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

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

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

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

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

AMERICAN MEDICAL RESPONSE  
NORTHWEST, INC.

Cindy J Beck for  
John Ludlow, Chair

Thomas Wagner  
Thomas Wagner  
West Region Chief Executive Officer

2-20-14  
Date

2/20/14  
Date

ATTEST:  
[Signature]  
Clerk of the Board

APPROVED AS TO FORM:  
[Signature]  
County Counsel

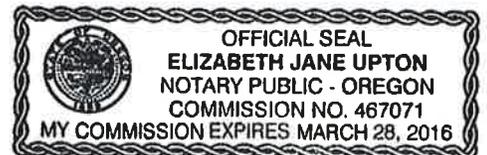
**Contractor Acknowledgment**

State of OREGON §  
County of MULTNOMAH §

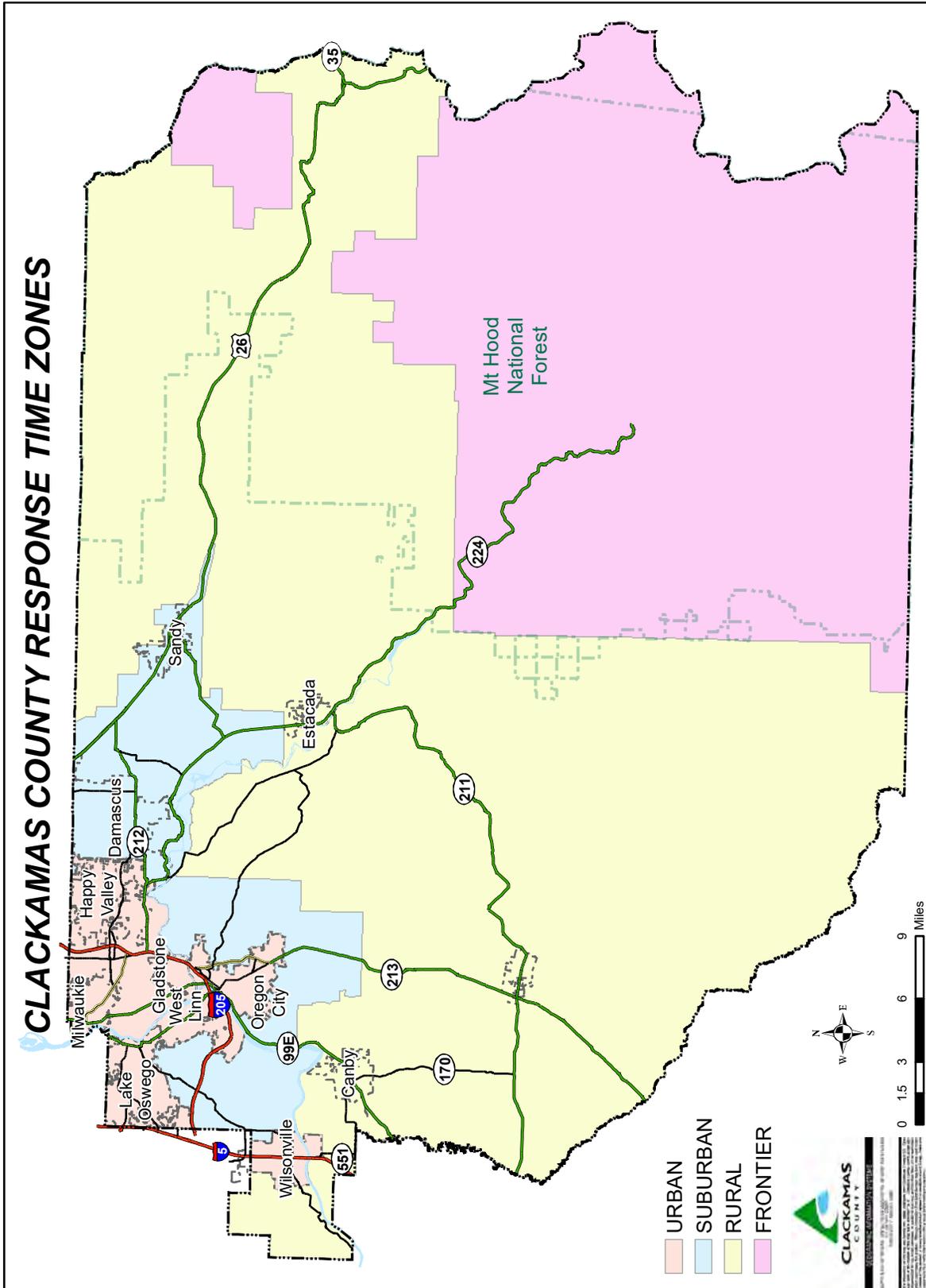
BEFORE ME, the undersigned authority, a Notary Public in and for the State of OREGON, on this day personally appeared Thomas Wagner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of AMERICAN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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20<sup>TH</sup> day of FEBRUARY, 2014.

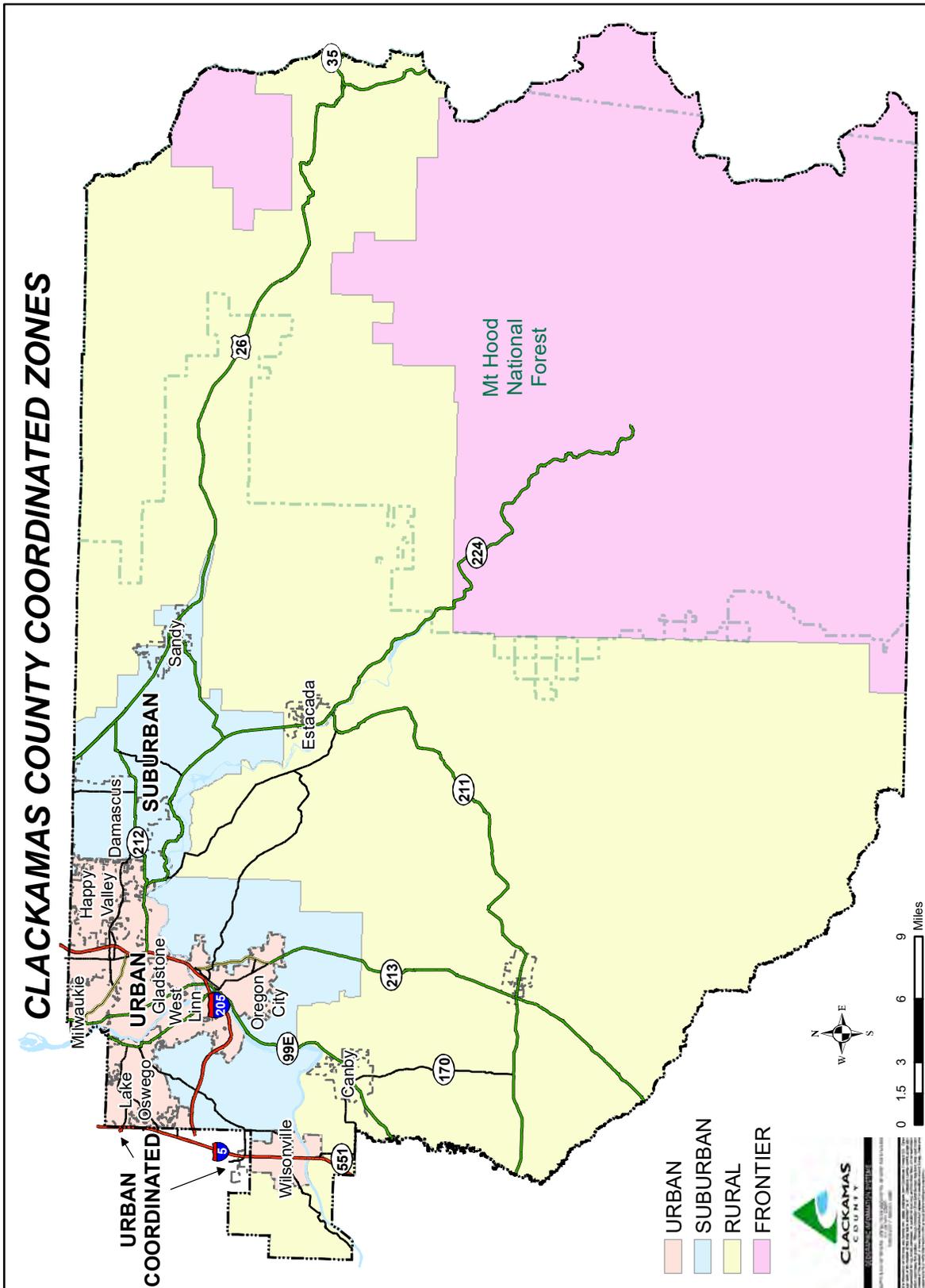
Notary Public In and For the State of OREGON  
My Commission Expires MARCH 28, 2016  
Notary's Printed Name ELIZABETH UPTON



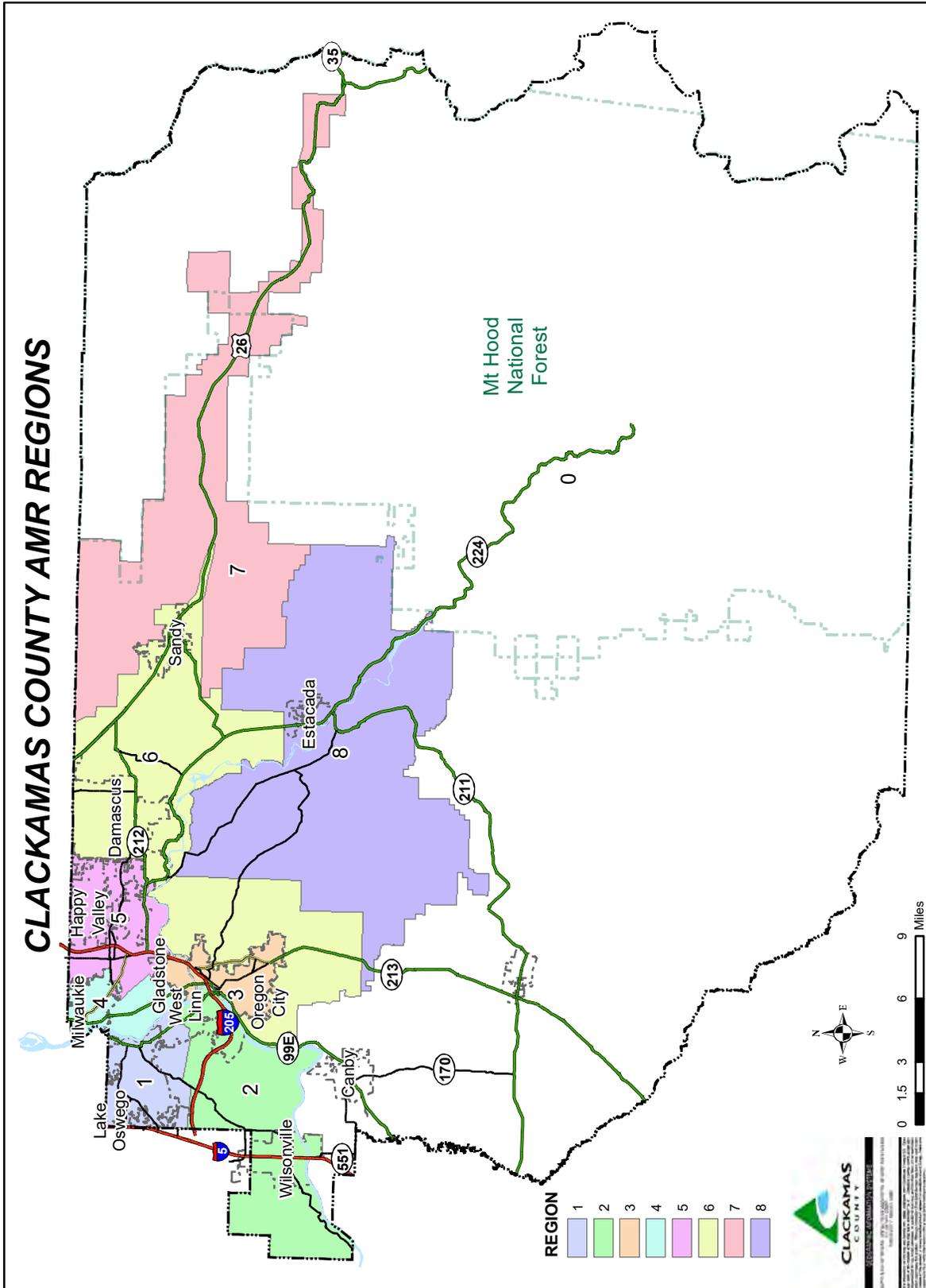
ATTACHMENT A: RESPONSE ZONES



ATTACHMENT A: COORDINATED RESPONSE ZONES



ATTACHMENT A: RESPONSE REGIONS



ATTACHMENT B: CONTINGENT LEASE AGREEMENT  
**CONTINGENT LEASE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**American Medical Response Northwest, Inc.**

BY   
Thomas Wegner

Printed or Typed Name

CEO, West Region

Printed or Typed Title

PO Box 15339

Portland, OR 97293-5339

Address

**County Of Clackamas, Oregon**

BY: 

Donald Krupp.

County Administrator

APPROVED AS TO FORM:  
  
County Counsel

**Contractor Acknowledgment**

STATE OF OREGON §  
COUNTY OF MULTNOMAH §

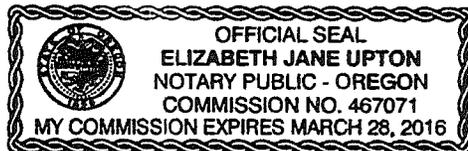
BEFORE ME, the undersigned authority, a Notary Public in and for the State of OREGON, on this day personally appeared THOMAS WAGNER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of AMERICAN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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20TH day of FEBRUARY, 2014.

Elizabeth Upton  
Notary Public In and For  
The State of OREGON

ELIZABETH UPTON  
Notary's Printed Name

My Commission Expires MARCH 28, 2016



## ATTACHMENT C: MEMORANDUM OF UNDERSTANDING

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

### PHASE-1

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

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

2. **Clinical Data Integration**

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

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

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

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

3. **Development of Severity Scale**. AMR will develop a severity scale that utilizes numeric values for pulse rate, respiratory rate, mean arterial blood pressure, Glasgow coma scale, capillary oxygenation (SpO<sub>2</sub>), age and pain in order to determine if EMS intervention changed the patient's condition relative to this scale, and to develop additional clinical interventions targeted to improve these metrics.

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

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

4. **Integrate Public Information and Messaging**. AMR, TVF&R and LOFD will align their public information messaging with the existing Regional Public Information Officer Group's objectives to achieve a system-wide coordination of public information relevant to EMS.

5. **Medical Priority Dispatch (MPDS) Utilization**. AMR's Communications Center is recognized as an Accredited Center of Excellence by the National Academy of EMS Dispatch and will commit resources to assist CCOM and LOCOM become accredited centers.

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

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

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

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

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

## **PHASE-2**

### **Community Paramedic Specialist (CPS) Program**

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

## **PHASE-3**

### **Integration of ALS/Paramedic Resources**

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

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

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

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

## **ATTACHMENT D: SUBCONTRACTS**

**LAKE OSWEGO FIRE DEPARTMENT**

**TUALATIN FIRE AND RESCUE**

**CLACKAMAS FIRE DISTRICT #1**



**CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to CITY:

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

If to AMR:

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

With Mandatory Copy to:

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

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



**CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT**

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

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

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

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

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

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

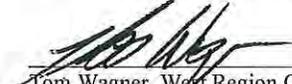
16. **Other.** Both parties shall cooperate to provide the best patient care to citizens and shall not disparage the other party. AMR acknowledges that CITY personnel may have additional rights of speech under state and federal law, and this agreement does not limit such rights nor impose any liability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

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

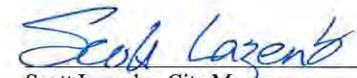
the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not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

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

**American Medical Response Northwest, Inc.**

By:   
Tom Wagner, West Region CEO

**City of Lake Oswego**

By:   
Scott Lazenby, City Manager

Approved as to form:

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



## EMERGENCY MEDICAL SERVICES AGREEMENT

### SCHEDULE "A"

#### ALS AMBULANCE SPECIFICATIONS, EQUIPMENT SPECIFICATIONS, AND DOCUMENT REQUIREMENTS

##### **I. Vehicle**

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

##### **II. Equipment**

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

##### **III. Dispatch**

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

##### **IV. Housing of ALS Dedicated Ambulance**

CITY will house its ambulance at its sole expense.

##### **V. Housing of personnel**

CITY will house its personnel at its own expense.

##### **VI. Conflict resolutions**

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

##### **VII. Communication equipment**

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

##### **VIII. Document requirements**

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

##### **IX. Quality Assurance and Community Involvement**

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

##### **X. Commencement Date**

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



## CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT**

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

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

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

If to TVF&R:

Fire Chief  
11945 S.W. 70<sup>th</sup> Avenue  
Tigard, OR 97223-9196

If to AMR:

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

With Mandatory Copy to:

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

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

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

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

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

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

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



## CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

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

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

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

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



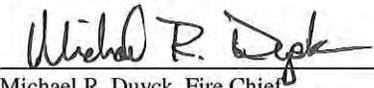
**CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT**

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

**American Medical Response Northwest, Inc.**

By:   
Tom Wagner, West Region CEO

**Tualatin Valley Fire & Rescue**

By:   
Michael R. Duyck, Fire Chief



## CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

### SCHEDULE "A" PROVISION OF SERVICES

#### I. Vehicle

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

#### II. Department Personnel

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

#### III. Service Area

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

#### IV. Response Time

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

#### V. Commencement Date

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

#### VI. Future Opportunities

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



## CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES SUBCONTRACT AGREEMENT

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

#### **I. Vehicle**

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

#### **II. Equipment**

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

#### **III. Dispatch**

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

#### **IV. Housing of ALS Dedicated Ambulances**

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

#### **V. Housing of personnel**

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

#### **VI. Conflict resolutions**

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

#### **VII. Communication equipment**

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

#### **VIII. Document requirements**

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

#### **IX. Quality Assurance and Community Involvement**

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

#### **X. Complaint Resolution**

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



## CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

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

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

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

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

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

1. **Compliance.** CCFD agrees at all times to perform its duties hereunder in compliance with all applicable federal, state and local laws and regulations. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.
2. **Standards.** The Services, which are further described in the attached Schedule A, shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.
3. **Billing Services.** CCFD hereby appoints AMR for the term hereof as its true and lawful exclusive billing agent to provide reasonable and necessary billing, bill processing and fee collection for certain, designated medical services. Upon request, AMR shall bill for such services in the name and provider number of CCFD.
  - a. AMR agrees at all times to perform services hereunder in compliance with all applicable state, federal and local laws. In the event that any term of this Agreement violates any state or federal law, the Parties agree to amend this Agreement as appropriate.
  - b. CCFD shall be solely responsible for providing sufficient documentation to generate an invoice and to bill third party payers.
4. **Staffing Services and Dispatch Plan.** As consideration to AMR, CCFD may, at its sole discretion, staff one or more Advanced Life Support (ALS) ambulances (“ALS Ambulances”) (defined in Schedule “A”) with CCFD paramedic

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

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

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

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

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

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



## CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

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

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

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

If to CCFD:

Fire Chief  
11300 SE Fuller Road  
Milwaukie, OR 97222

If to AMR:

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

With Mandatory Copy to:

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

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

disclosure laws and may be ordered to disclose such information.

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

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

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

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

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

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



**CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT**

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

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

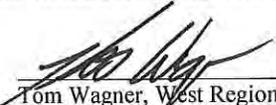
20. **Other.** During the term of this Agreement, both parties shall cooperate to provide the best patient care to citizens and shall not disparage the other party.

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

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

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

**American Medical Response Northwest, Inc.**

By:   
Tom Wagner, West Region CEO

**Clackamas County Fire District #1**

By:   
Fred Charlton, Fire Chief



## EMERGENCY MEDICAL SERVICES AGREEMENT

### SCHEDULE "A" PROVISION OF SERVICES

#### I. Vehicle

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

#### II. Department Personnel

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

#### III. Service Area

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

#### IV. Response Time

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

#### V. Commencement Date

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

#### VI. Future Opportunities

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



## EMERGENCY MEDICAL SERVICES AGREEMENT

### SCHEDULE "B"

#### ALS AMBULANCE SPECIFICATIONS, EQUIPMENT SPECIFICATIONS, AND DOCUMENT REQUIREMENTS

##### I. Vehicles

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

##### II. Equipment

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

##### III. Dispatch

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

##### IV. Housing of ALS Dedicated Ambulance

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

##### V. Housing of personnel

CCFD will house its personnel at its own expense.

##### VI. Conflict resolutions

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

##### VII. Communication equipment

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

##### VIII. Document requirements

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

##### IX. Quality Assurance and Community Involvement

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

##### X. Complaint Resolution

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

## ATTACHMENT E: COMMUNITY SERVICE AND EDUCATION PROGRAM

### Community Based Programs

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

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

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

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

#### The Difference

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

#### Injury/Illness Prevention

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

In Oregon, injury is the *third leading cause of death* behind cancer and heart disease for individuals 1 to 44 years of age. It is also among the leading causes of hospitalization. The good news is that almost all injuries can be prevented, which underscores the importance we place on injury prevention programs and educational initiatives. Through the collective efforts of AMR and other organizations, unintentional injuries for children ages 1 to 14 over the past 10 years have **decreased by 54 percent<sup>2</sup>!**

<sup>2</sup> Adrienne Greene, MPA, Director Safe Kids Oregon, Oregon Public Health Division 2010 Public Health

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

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

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

## **The Difference**

### ***Injury Prevention Professionals (MIPP) – Safe Kids Coalition***

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

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

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

### ***911 Access and Education***

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

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

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

### ***Targeted Messaging***

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

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

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

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

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

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

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

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

### ***Education Programs for Schools***

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

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

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

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

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

### ***Basic Life Support Training Center – CPR Courses***

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

### ***Partnerships for Public Education***

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

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

## ATTACHMENT F: WILDERNESS MEDICAL PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## The Difference

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

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

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

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

To be eligible for the training program, candidates must:

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

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

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

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

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

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

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

## **The Difference**

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

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

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

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



## **REACH AND TREAT TEAM PROGRAM DESCRIPTION**

(Public Relations Version)  
Updated March 2013

### **Team Description**

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

### **Training Description**

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

### **Initial Training Academy**

#### **Academy Topics**

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

#### **Academy Entry Criteria**

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

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

### Didactic Introduction

- 1) Welcome
  - a) Introduction to the course
    - i) Course format
    - ii) Textbook and supplemental information
      - (1) Required textbook purchase prior to Academy
        - (a) The Mountaineers Press. 2008. *Mountaineering-The Freedom of the Hills* (7<sup>th</sup> edition).
  - b) Medical protocols and skills
    - i) Reach and Treat Team standard of care
      - (1) Physician supervisor
      - (2) Pharmacology
      - (3) Airway and respiratory considerations
      - (4) Head/neck/back injuries
      - (5) Orthopedic injuries
      - (6) High altitude considerations
      - (7) Wound management
      - (8) Introduction to MHC in the standby environment
- 2) Medical skills stations
  - a) Basic ALS skills and RAT medical kits
  - b) Dislocations
    - ii) Reduction
    - iii) Packaging considerations
  - c) C-Spine clearing procedure

### **Required equipment**

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

### Didactic Introduction (Day Two)

- 1) Basic SAR principles
  - a) What constitutes a SAR
  - b) Search vs. Rescue
  - c) SAR statistics
  - d) Lost/injured person behavior
- 2) Reach and Treat Team description
  - a) Command structure of SAR in Oregon and Clackamas County
  - b) RAT Team responsibilities within the SAR structure
  - c) Associated agencies
  - d) Call out protocols

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

#### Low Elevation Mountaineering

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

#### Required equipment

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

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

### High Elevation Mountaineering (Overnighter)

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

## Land Navigation

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

### Required equipment

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

## Low & High Angle Operations

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

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

### Low & High Angle Operations (Day Two)

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

### Required equipment

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

### Water Rescue Operations

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

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

#### Water Rescue Operations (Day Two)

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

#### Required equipment

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

#### Mock Rescue Scenario (Overnighter)

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

### **Required equipment**

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

### **Final Fitness and Skills Evaluation**

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

### **Refresher Training Requirements**

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

### **Annual Testing Requirements**

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

### **Written Exam**

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

### **Practical Exam Objectives**

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

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

#### Physical Agility and Fitness Evaluation

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

#### Medical Scenario Evaluation

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

#### **Staffing Standard**

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

#### **Levels of Participation**

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

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

#### Recruit Level

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

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

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

### Trainee Level

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

### Trainee Level Expectations:

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

### Support Level

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

### Support Level Expectations:

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

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

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

#### Rescue Level

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

#### Rescue Level Expectations:

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

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

### Personal Gear

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

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

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

- 30 feet of 8mm or equivalent strength Cordelette (\$18)
- Multiple lengths of 1 inch tubular webbing (\$19)
- Survival Kit:
  - Matches or other fire starter (\$5)
  - Multitool (\$120)
  - Survival food (\$20)
  - Tarp or bivouac sack (\$180)
  - Water bottle (\$15)
  - Whistle (\$5)
- UV Light Eye Protection: Glacier glasses, goggles, sunglasses (\$180)

\*Water Gear: Wet suit/dry suit is utilized to prevent hypothermia and reduce the risk to the rescuer during water entry or surface craft use. RAT Team members must wear a wet suit/dry suit whenever entering the water on a rescue or recovery incident. In addition to a wet suit/dry suit a water helmet and PFD must also be worn.

- Average total start up cost at retail value: \$4955

### Team Gear

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

#### Patient Packaging Supplies

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

#### Hardware & Software

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

## RAT Medical Kit

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

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



## INTERNAL POSITION ANNOUNCEMENT

### RAT Team Administrator

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

**PRINCIPAL RESPONSIBILITIES:**

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

**QUALIFICATIONS:**

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

**POSITION REPORTS TO:** Special Programs Supervisor Operations Manager

---

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

---

**Position Posting October 30, 2008**

**Position Closes November 7, 2008**

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

## ATTACHMENT G: RIVER SAFETY PROGRAM

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

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

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

<sup>5</sup> Based on the last 10 years of reports from USLA affiliated lifeguard agencies.

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

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

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

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

### ***Oregon EMS Lifesaving Medal***

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

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

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

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

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

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

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

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

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

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

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

### ***High Rocks Park***

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

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

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

### ***Minimum Equipment Standards***

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

#### ***Water Safety Education***

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

#### ***River Rescue Safety Public Education Events***

##### ***River Rescue Program Highlights in 2012***

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

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

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

#### ***Recommendations for the Future***

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

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

## River Water Rescue Curriculum

### Required Course Curriculum

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

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

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

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

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



INTERNAL/ EXTERNAL JOB POSTING:

## River Rescue Technician

### River Rescue Technician Multnomah/Clackamas Counties 2013 Seasonal Position: Memorial Day to Labor Day

#### **PRIMARY FUNCTIONS:**

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

#### **PRINCIPAL RESPONSIBILITIES:**

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

#### **MINIMUM QUALIFICATIONS:**

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

---

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

---

**Posted: February 9, 2013**

**Posted Until: March 31, 2013**

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

**AMENDMENT #1**

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

This Amendment #1 is entered into by and between Clackamas County, a political subdivision of the State of Oregon ("County"), and American Medical Response Northwest, Inc. ("Contractor") and shall become part of the Contract entered into between both parties on May 1, 2014 ("Contract").

The Purpose of the Amendment #1 is to make the following changes to the Contract:

1. **Section 1, Services and Term, Subsection B, Contract Extensions**, is hereby deleted and replaced with the following:  
  
**B. Contract Extensions**. The Board of County Commissioners will consider staff recommendations and, at the Board's discretion, may extend the Contract term for an additional five (5) years. Contractor must be in substantial compliance with the terms of the Contract in order to be considered for a possible extension.
2. **Exercise of Extension**. By execution of this Amendment #1, the parties agree to exercise the extension set forth in amended Section 1, Subsection B. The Contract is hereby extended for an additional five (5) years and shall terminate at midnight on **May 1, 2024**.
3. **Section 6, Medical First Responders – Integration and Support, Subsection B, Cost Savings**, is hereby deleted and replaced with the following:

**B. Cost Savings**. Contractor's proposal identifies the cost savings associated with the reduction of staffed ambulance units based on a reduction in response time requirements (see table in section 5. E.) as \$363,737.00 per annum ("Cost Savings"). Contractor shall pay to the County the Cost Savings amount, as adjusted, on or before May 1 of each year.

Beginning May 1, 2019, the Cost Savings will increase annually by two percent (2%) of the prior year's Cost Savings amount. In no event shall the Cost Savings exceed \$400,000.00 per annum by the end of the 5-year extended contract term.

In accordance with applicable laws and regulatory guidance, the Cost Savings will be used solely for various EMS-related programs including, but not limited to, reimbursement to first responders for extending the transport response time and patient care, a hardship relief program for customers unable to pay ambulance service bills, or other permissible EMS-related programs. The specific allocation of Cost Savings funds for EMS-related programs shall be made by the County in its sole reasonable administrative discretion for EMS related programs in accordance with EMS industry standards and practice. Contractor will submit invoices to County documenting requests for hardship relief which the County may pay from the Cost Savings funds within 90 days of the end of each County fiscal year.

4. **Section 6, Medical First Responders – Integration and Support, Subsection J, Reimbursement for Supplies and Medications**, is hereby deleted and replaced with the following :

Contractor must reimburse first responders for medical supplies and medication utilized by first responders in direct patient care on a one-for-one basis when the patient is transported by Contractor. Reimbursement shall be based on Contractor’s cost to replace those supplies and medications, but will not apply to supplies lost due to expiration, waste, damage or other loss not related to direct patient treatment.

5. **Section 12, Patient Fees (Rates), Subsection D, Rate Adjustment, Section 2, Annual Rate Adjustment**, is hereby amended as follows:

The use of the “[T]he Portland-Salem – All Items index” for annual rate adjustments is hereby deleted and replaced with the “West Urban – All Items index.”

As of the date of this Amendment #1, the approved patient fee rates are as follows:

	APPROVED RATE
BLS Non-emergency	\$1,212.20
BLS Emergency	\$1,212.20
ALS-1 Non-emergency	\$1,212.20
ALS-1 Emergency	\$1,212.20
ALS-2	\$1,212.20
Mileage (per patient-loaded mile)	\$25.39

By execution of this Amendment #1, all previous adjustments made to the annual rate using the West Urban – All Items Index are hereby approved and ratified.

6. **Section 17, Quality Control, Subsection B, Patient Care, Section 3, Quality Improvement Staff**, is hereby deleted and replaced with the following:

Contractor shall assign a minimum average of 10 hours of dedicated staff time a month to function as the Contractor’s liaison to the Medical Director and to participate in activities that support the advancement of quality improvement /assurance activities in Clackamas County.

7. **Section 22, Insurance and Proof of Insurance, Subsection A, Insurance, Section 4**, is hereby deleted and replaced with the following:

If the Contractor has assistance of other persons in the performance of this Contract, the Contractor agrees to qualify and remain qualified for the terms of this Contract as an insured employer under ORS 656.407. Contractor shall maintain employer’s liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 each policy limit.

8. The Contract is hereby amended to add the following new sections:

**46. Additional Terms and Conditions.**

- A. **Termination.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; and (C) This Contract may be terminated for breach of contract pursuant to Section 33 of the Contract.
- B. **Compliance with Oregon law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- C. **Tax Compliance Certification.** Contractor must, throughout the duration of this Contract and any extensions, comply with all applicable tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All applicable tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any applicable tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any applicable tax

provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- D. **Workers' Compensation and House of Labor.** Contractor represents its employees are exempt from the requirements of ORS 279B.235. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- E. **Conditions concerning payment, contributions, liens and withholding.** Contractor shall: (i) make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (iii) not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; (iv) pay to the Department of Revenue all sums withheld from employees under ORS 316.167. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- F. **Conditions Concerning Payment for Medical Care.** The Contractor shall promptly, as due and as applicable, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor has agreed to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**47. 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. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (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.

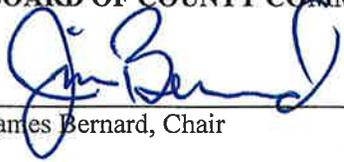
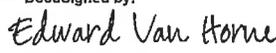
Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations 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.

48. **Strategic Plan.** The Clackamas County Emergency Medical Services Council is in the process of developing the Clackamas County Emergency Medical Services Strategic Plan

("Plan"). Contractor agrees to negotiate in good faith towards the drafting and implementation of the Plan.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

<p><b>CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS</b></p> <p> James Bernard, Chair</p> <p><u>1-31-19 A.Z</u> Date</p> <p>ATTEST:</p> <p> Clerk of the Board</p> <p>APPROVED AS TO FORM:</p> <p> County Counsel</p>	<p><b>AMERICAN MEDICAL RESPONSE NORTHWEST, INC.</b></p> <p>DocuSigned by:  <small>D7464D277E6A4F2...</small> Edward B. Van Horne, President &amp; CEO</p> <p>1/29/2019</p> <p>Date _____</p>
---	--

**AMENDMENT #2****TO THE AMBULANCE CONTRACT BETWEEN CLACKAMAS COUNTY AND AMERICAN MEDICAL RESPONSE NORTHWEST, INC.**

This Amendment #2 is entered into by and between Clackamas County, a political subdivision of the State of Oregon (“County”), and American Medical Response Northwest, Inc. (“Contractor”) and shall become part of the Contract entered into between both parties on May 1, 2014 (“Contract”).

Recitals

County desires to amend the Contract’s Service and Term provisions to incorporate a performance-based structure. Under this structure, the Contract term shall be extended for additional periods of time provided Contractor meets or exceeds specific criteria and performance metrics. Response times will no longer be the primary metric by which Contractor’s performance is evaluated.

The criteria and performance metrics to be used in evaluating Contractor under the amended performance-based structure are currently being developed by the County, with assistance and input from the Clackamas County Emergency Medical Services Council (“EMS”) and other County partners, such as local fire agencies and Contractor.

The parties desire to enter into this Amendment #2 to identify the framework in which negotiations will occur with the goal of ultimately amending the Contract to provide for a new performance-based structure, as well as to identify the key elements the parties anticipate will be included in a performance-based contract.

Now, therefore, for good and valuable consideration, the parties agree as follows:

Terms

1. The parties will negotiate, in good faith, to amend Section 1, Service and Term, to remove the existing Contract term and replace it with a performance-based ongoing Contract term. The parties expect key elements of this structure may include the following:
  - a. Term. A new Contract termination date will be established that may be extended based upon the criteria described below.
  - b. Evaluation and Extensions. Contractor’s performance under the Agreement shall be reviewed and audited in a time frame agreed to by parties, which is expected to be between 18-24 months. If Contractor’s performance meets or exceeds the metrics, standards, and other criteria established by the County, in coordination with the EMS and other partners, the Contract termination date will automatically be extended. The following is an example of how performance metrics will govern extension periods:

<b>Rating</b>	<b>Score</b>	<b>Renewal Amount</b>
<b>Exceptional</b>	95-100%	Extension periods TBD
<b>Very Good</b>	92-94%	
<b>Good</b>	90-93%	
<b>Fair</b>	80-89%	

<b>Poor</b>	79% or below	No extension and corrective action required/possible termination
-------------	--------------	--

- c. Evaluation Criteria. The performance criteria established by the County may include existing performance metrics under the Contract (e.g. Section 5, Response Time Requirements) as well as additional metrics and criteria the County is currently developing (collectively, the “Performance Measures”). County anticipates the following additional criteria may be included in the Performance Measures:
- i. Clinical performance elements focusing on patient needs and evidence-based clinical outcomes;
  - ii. Operational performance elements to ensure continued operational readiness, reliability and efficiency;
  - iii. Revised response time criteria to ensure more equitable access to service throughout service area;
  - iv. Identification and tracking of use of 911 systems for non-emergency transport purposes;
  - v. Other criteria as may be agreed upon by the parties.
- d. Remediation and Termination. The parties will negotiate, in good faith, to establish remedies in the event Contractor fails to meet or exceed the Performance Measures. Such remedies will include limiting the number of years in which the Contract may be extended and requiring immediate corrective action and a remediation plan demonstrating what steps Contractor is or will be taking to address the failures. Continued failure to meet the Performance Measures shall constitute grounds for termination of the Contract.
- e. Renegotiation Events. The parties will negotiate, in good faith, to identify certain events that shall be grounds for renegotiation of the Contract. These events are ones that require reassessment of the Contract and its Performance Measures in light of changes in the law, the County’s strategic plans and goals, and innovations in the emergency medical and ambulance industry. The County anticipates the following events will be grounds to renegotiate the Contract:
- i. *Ambulance Service Plan Amendments*. Upon notice by the County to the Contractor of proposed or actual Ambulance Service Plan Amendments under ORS Chapter 682;
  - ii. *Strategic Plan*. Upon notice by the County to the Contractor of a proposed or actual change to the County’s Emergency Medical Services Strategic Plan;
  - iii. *Change in Law*. Upon notice by the County to the Contractor of any change in applicable law including, but not limited to ORS Chapter 682 and Clackamas County Code Title 10.1, that County determines, in its reasonable discretion, will have a substantial impact on the Contract. As used herein, “substantial impact” includes, but is not limited to, standards of performance, provider selection criteria, and related matters.
- f. Termination for Convenience. The parties will negotiate, in good faith, to include a termination for convenience clause. The clause will permit either party to terminate the Contract with or without cause. County anticipates the clause will contain the following elements:

- i. In the event of termination, Contractor shall continue to provide services and otherwise perform under the Contract during the time period between receipt of County's termination for convenience notice and the termination of the Agreement (the "Lame Duck Period") pursuant to Section 27 of the Contract;
    - ii. Contractor shall cooperate with the County in effectuating a safe and orderly transition to a new ambulance service provider, if applicable;
    - iii. Contractor shall cease performing emergency ambulance business in the ASA after the end of the Lame Duck Period and assert no claim of right to emergency ambulance business in the ASA, nor assert any claim of compensation owed relative to the loss of such business.
    - iv. Contractor shall take all necessary steps, and execute and deliver any and all necessary written instruments, reasonably requested by County to assist in the orderly termination of the Contract.
  - g. Additional Terms and Conditions. The parties will negotiate, in good faith, to amend any terms and conditions of the Contract as mutually agreed upon which may include but is not limited to the following:
    - i. Establish daily unit hour utilization minimum requirements
    - ii. Develop a surge plan to address situations where Contractor is unable to respond to emergencies, utilizing metrics developed by the County in coordination with the EMS;
    - iii. Establish a process for equipment standardization and future modifications and upgrades;
    - iv. Establish interoperability software platforms between County, Contractor, and local partners to support quality patient care.
    - v. Establish detailed Contractor reporting requirements in substantially the manner detailed in the EMS November 25, 2020 correspondence as attachment B, a copy of which is attached hereto as Exhibit A and incorporated by this reference herein.
    - vi. Any other agreed upon addition or amendment to the Contract.
2. **Negotiation Term.** The obligation to negotiate, in good faith, pursuant to the terms of this Amendment #2 shall terminate on January 1, 2022. Nothing herein shall be construed as changing the current Contract termination date of May 1, 2024.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

<p><b>CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS</b></p> <p>_____</p> <p>James Bernard, Chair</p> <p>_____</p> <p>Date</p> <p>ATTEST:</p> <p>_____</p> <p>Clerk of the Board</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>County Counsel</p>	<p><b>AMERICAN MEDICAL RESPONSE NORTHWEST, INC.</b></p> <p>DocuSigned by: <i>Edward B. Van Horne</i> C6CE072ED4F94A9...</p> <p>Edward B. Van Horne, Chief Operating Officer 12/17/2020</p> <p>_____</p> <p>Date</p>
---	---

# Clackamas County Emergency Medical Services (EMS) Modernization

H3S / Clackamas County Public Health Division  
EMS Council



**Public Health**  
Prevent. Promote. Protect.

# INTRODUCTION



## Presentation Outline

- Ambulance Service Governance
- Background
- Ambulance Service Plan
- Performance-based contract
- BCC options & Staff recommendation

## Overview Board Options

1. Extend Amendment #2 and instruct staff to move forward with the performance-based contract with AMR NW to coincide with Ambulance Service Plan review.
2. Instruct staff to end good faith performance-based contract negotiations with AMR and begin development of a RFP for the Clackamas ASA ambulance contract
3. Instruct staff on an alternative approach

# Background



## January 2019

- Clackamas County EMS Strategic Plan developed

## March 2019

- EMS Strategic Plan approved

## April 2019

- EMS Strategic Plan Taskforce created
- Ambulance Service Contract - Amendment #1

## April 2019 – March 2020

- Multiple improvements to county wide EMS system developed and implemented

## March 2020

- COVID-19 global wide pandemic

## November 2020

- BCC direction - Performance-based, non-expiring contract
- EMS Council - Recommendations of Inclusion document

## December 2020

- Ambulance Service Contract - Amendment #2

## January 2021 – June 2021

- County staff and AMR met regularly regarding Performance Based Contract
- Fire agencies assist with county Covid-19 vaccination deployment
- Continual progress on strategic plan improvement

## July 2021 – Present

- Performance Base Contract Work
- EMS System Consultant process

# COVID-19 Global Pandemic

## Response & Vaccinations

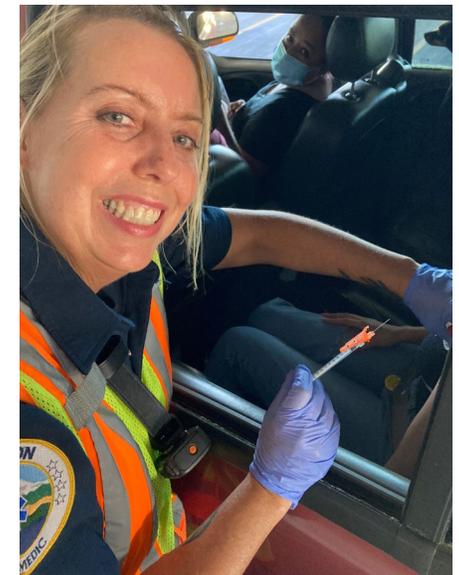


### Response and Mitigation

- Supplies inventory management and acquisition
- Strategic planning coordinating response efforts

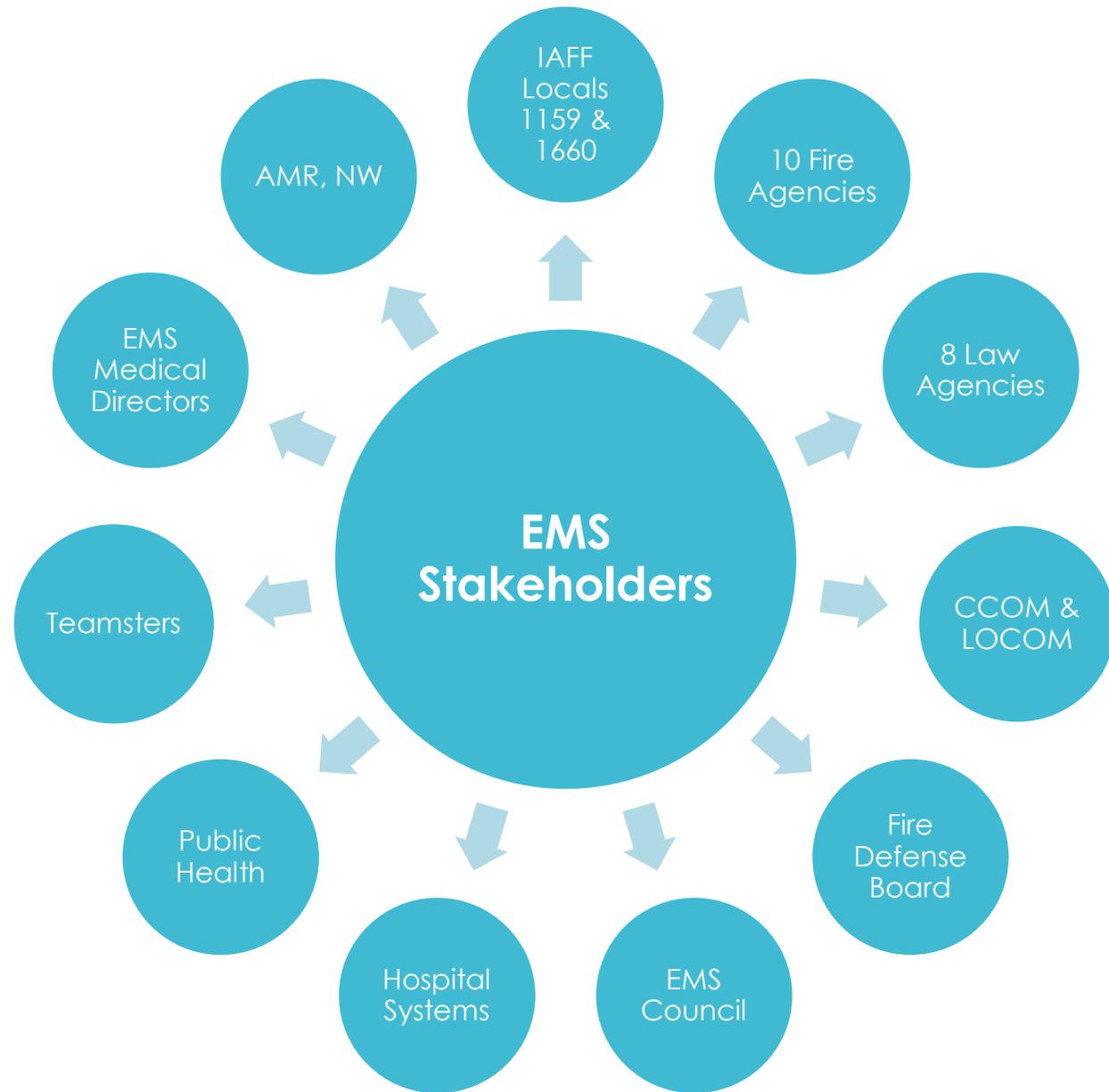
### Vaccines

- Vaccination efforts – 1<sup>st</sup> and 2<sup>nd</sup> doses
- Vaccination clinics
  - Clackamas High School
  - Clackamas Town Center
  - Welches
  - Mary's Woods
  - Molalla High School
  - Clackamas County Fairgrounds
  - Canby Foursquare Church
  - Sandy High School
- Fire Partners administered over 45,000 vaccinations



Why participate in vaccination efforts?

# What is an EMS Stakeholder

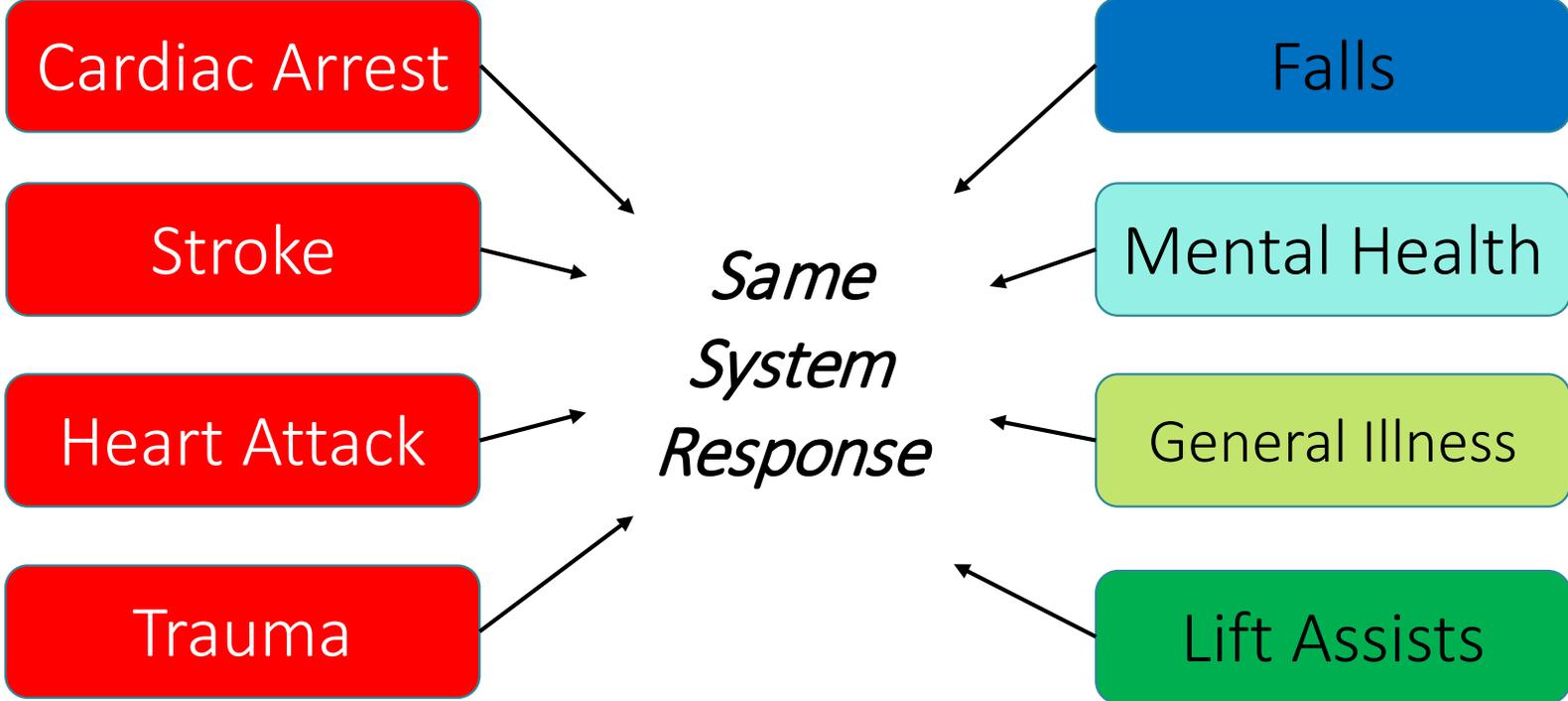


# Accomplishments



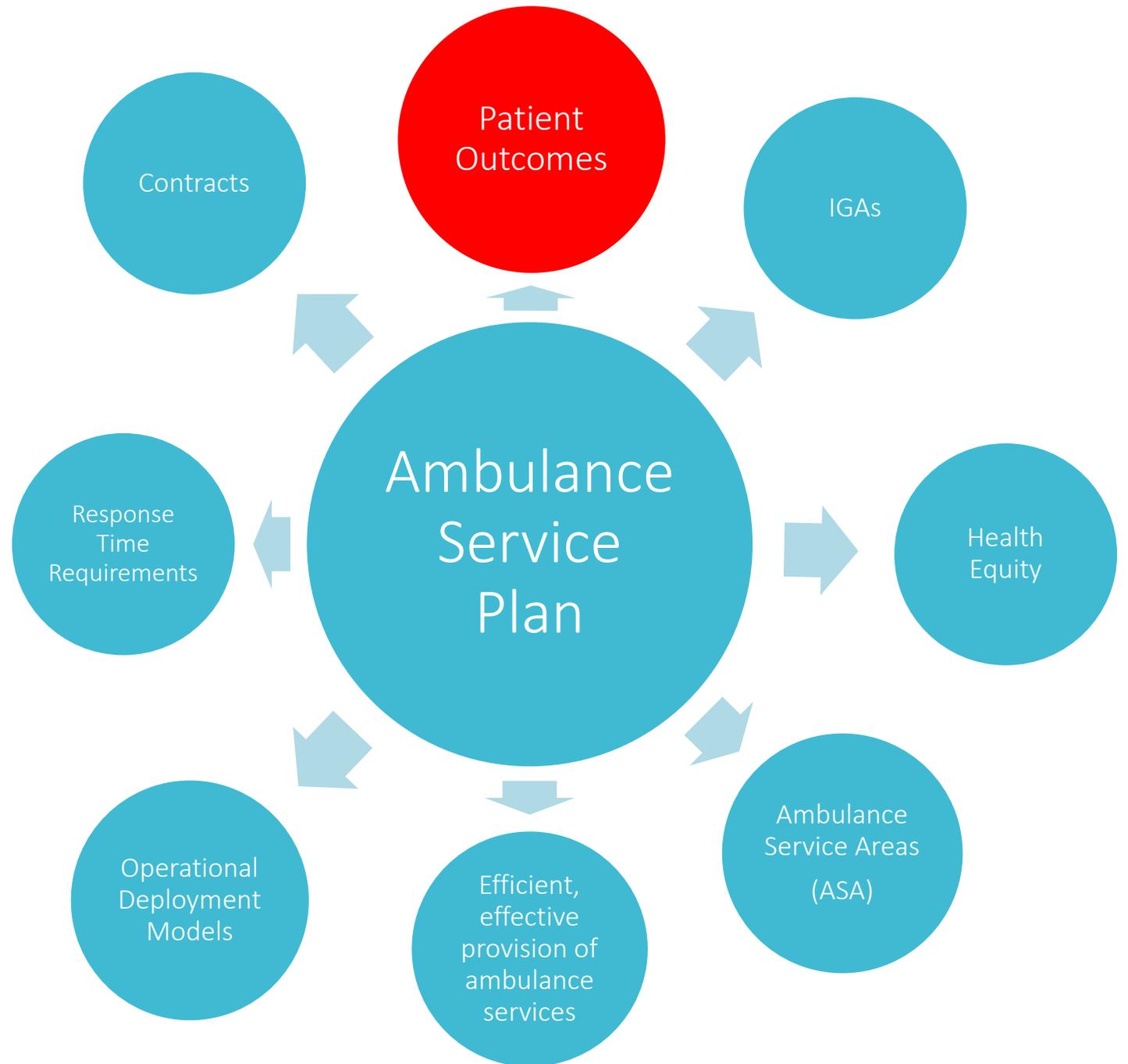
- County-wide roll out of data dashboard/surveillance tool – FirstWatch/FirstPass
- Standardized Electronic Health Record System – ESO
- Standardization of EMS kit for all agencies
- Chose standardized cardiac monitor
- Implemented office of medical director and hired two associate medical directors
- Collaborative county-wide EMS Quality Improvement Committee
- RFP for EMS system consultant to update Ambulance Service Plan
- Implemented alternative deployment models
- System Enhancement Funds purchases
- Vaccinations

# Current state of 911 response



# Ambulance Service Plan

## Connecting the dots



# Modernizing the Ambulance Service Plan

Plan review &  
update

- ORS 682.062
- 911 utilization
- Equity of care
- Allocation of resources
- Effectiveness
- System partnerships
- Provide performance metrics for the areas of inclusion for an Ambulance Service Agreement
- Importance of getting this right

## Performance Based Contract

A contract that is measured by a determined set of metrics  
Operational and clinical



### Operational

- Closest EMS resource deployment
- Response time standard compliance
- Demand analysis/system status management
- Daily unit hour minimum requirements
- Community equity zone response
- 911 ambulance response vs non-emergency ambulance response
- Real-time resource availability notification

### Clinical

- Compliance with system-wide clinical key performance indicators (KPI) as developed by County QI
- Current or developing KPI include:
  - STEMI (heart attack) care
  - Stroke care
  - Emergency airway management
  - Cardiac arrest
- National EMS Quality Alliance measures
  - Treatment of hypoglycemia (low blood sugar)
  - Pediatric respiratory assessment and management
  - Pediatric weight or length measurement
  - Use of lights and sirens
- Equity of care

# \*REVISED\* Workplan for Q1 2022 – Q1 2023

	Q1 2022 (Jan - Mar)	Q2 2022 (Apr - Jun)	Q3 2022 (Jul - Sept)	Q4 2022 (Oct - Dec)	Q1 2023 (Jan - Mar)
<b>Ambulance Service Area Plan Review</b> <i>Lead: EMS Strategic Plan Taskforce</i>	Consultant EMS stakeholder interviews. Comprehensive system data collected for consultant team.	Community Paramedic/Mobile integrated Health analysis and recommendations for performance standards. Goal is to provide appropriate resources to EMS requests for service. System resources and operational practices reviewed.	Final report submitted / presented to EMS Council and BCC on Ambulance Service Plan updates.	OHA reviews & approves updated Ambulance Service Plan.	
<b>Performance Based Ambulance Service Agreement</b>	EMS Strategic Plan Taskforce continues working on Performance Based Contract elements.	Researching, creating and refining performance metrics that coincides with Ambulance Service Plan review in progress.	Scope of work finalized. Performance Based Contract drafted.	Performance Based Ambulance Service Agreement to BCC for vote to continue or go to RFP	Performance Based Ambulance Service Agreement implemented according to BCC direction

# BCC Options/ Public Health Recommendations

## BCC Options

1. Extend Amendment #2 and instruct staff to move forward with the performance based ambulance services contract with AMR NW. This extension will allow staff and EMS stakeholders time to update the Ambulance Service Plan and prepare a contract for BCC approval by October, 2022.
2. Instruct staff to end good faith performance based contract negotiations with AMR and begin development of a Request for Proposals (RFP) for the Clackamas ASA ambulance contract.
3. Instruct staff on an alternative approach.

## Staff Recommendation

Staff recommends option #1