

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 11/26/2013 **Approx Start Time:** 8:30 AM **Approx Length:** 1 hour

Presentation Title: Proposed Contract for Emergency Ambulance Services

Department: Health, Housing and Human Services

Presenters: Cindy Becker, Rich Swift, David Anderson

Other Invitees: Lane Miller, Stephen Madkour, Larry MacDaniels

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

We are requesting continued Board review of the proposed contract for emergency ambulance services in the Clackamas Ambulance Service Area of Clackamas County.

EXECUTIVE SUMMARY:

Staff placed the following documents on the county website for public review and comment October 3, 2013:

- Request for proposals issued by the County February 4, 2013
- Electronic version of the proposal and attachments submitted by American Medical Response Northwest (AMR)
- Current contract for emergency ambulance services with AMR
- Proposed contract.

At the study session on October 22, 2013, the Board directed staff to seek additional public comment on the proposed contract.

FINANCIAL IMPLICATIONS (current year and ongoing):

The financial implications are unchanged from the October 8, 2013 study session.

LEGAL/POLICY REQUIREMENTS:

The County is proceeding as set forth in its Ambulance Service Plan, which was approved by the Oregon Health Authority pursuant to ORS Chapter 682 and is set forth in Chapter 10.01 of the County Code.

PUBLIC/GOVERNMENTAL PARTICIPATION:

At the direction of the Board, additional public review and comment was invited from October 23, 2013 until 4:00 PM, November 21, 2013. Letters and email in support of proposed contract were received from:

- Kayt Zundel, Program Director, Community Outreach Organizer, OHSU ThinkFirst Oregon Brain & Spinal Cord Injury Prevention Program
- Vince Stafford, Fire Chief, Molalla Fire District

- Jim Pryde, Chief of Police, Gladstone Police Department
- Jerry Schmidt, Lead Administrative Pastor, New Hope Community Church, Happy Valley
- Scott Thran, Patrol Lieutenant, Lake Oswego Police Department
- Ashley A. Massey, Public Information Officer, Oregon State Marine Board
- Bruce Kuper, Gresham, Oregon
- Gail Holmes, West Linn, Oregon
- Jeremy Ferguson, Mayor, City of Milwaukie
- Lou Ogden, Mayor, City of Tualatin
- Robert C. Wyffels, President, Tualatin Valley Fire and Rescue Board of Directors
- Tammy Franks, Chair, Safe Kids Oregon Advisory Board
- Kent Studebaker, Mayor, City of Lake Oswego
- Aaron Branum, President, Canby Fire District Board of Directors
- Sandra Edwards, Milwaukie, Oregon

Questions were received from Jason Tuck, City Manager, City of Happy Valley (previously submitted and addressed in a study session October 22, 2013) and Ryan Hari, Deputy Chief, Clackamas Fire District #1. The comments and questions received are attached.

OPTIONS:

1. Move contract to business meeting for approval.
2. Direct staff to continue negotiations.
3. Direct staff to proceed in another fashion.

RECOMMENDATION:

Based on the comments and questions received from all parties, staff continues to recommend moving the contract to a business meeting for approval.

ATTACHMENTS:

1. Proposed contract with redline revision of sections 2 and 14.
2. Graphic presentation of components of the proposed contract for ambulance services
3. Letters and emails submitted in support of the proposed contract
4. Questions submitted during the public comment period with responses prepared by staff

SUBMITTED BY:

Division Director/Head Approval _____
 Department Director/Head Approval *[Signature]*
 County Administrator Approval _____

AMBULANCE CONTRACT

Effective May 1, 2014

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

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

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

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

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

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

Contractor and County agree as follows:

1. Services and Term

- A. Term. Contractor shall provide 100 percent, 24 hour per day coverage for all requests for emergency ambulance services, as County's exclusive franchisee for emergency ambulance services within the Clackamas Ambulance Service Area as set forth in this contract, for a term of five (5) years commencing May 1, 2014 and terminating at midnight on May 1, 2019.
- B. Extensions. Contractor will have the opportunity to earn one-year extensions. To earn each extension, the Contractor must meet or exceed the minimum requirements of the contract during the previous contract year. Extensions may be applied for by Contractor annually, within the 60 day period following the end of a contract year, beginning with the conclusion of the first year of the contract. The first renewal or sixth year of the contract will be granted following the first contract year, if approved by the County.
- C. Criteria for Evaluation of Extension Application. The criteria used by County to evaluate any request for contract extension are:

1. Contractor has met or exceeded the response time reliability requirements of the contract and,
2. The Medical Director certifies that the contractor has met or exceeded all clinical provisions of the contract during the year being evaluated, and,
3. The County verifies that Contractor has met or exceeded the financial requirements of the contract, and
4. The County verifies that Contractor has submitted all required reports and data in a timely manner.

It is the expectation of the County that Contractor will meet or exceed the requirements for each of the criteria for evaluation set forth above. It is, however, acknowledged by the County that on occasion there may be incidental lapses in Contractor's compliance with a contract requirement within the one-year period under consideration. An isolated lapse in compliance with a contract requirement does not mandate a decision that Contractor failed to meet the criteria for the purpose of evaluating an extension. County will consider disclosure, corrective action taken, duration, explanation and the specific contract requirement not met. The County reserves the right, in its sole and independent discretion, to deem Contractor's performance as meeting criteria for an extension for that contract year.

- D. Public Interest Determination - Refusal of Extensions. The Board of County Commissioners may determine that significant changes in the EMS system design or the scope and/or performance requirements of the contract are in the public interest. Should this occur, the County will notify the contractor and attempt to negotiate the required changes in the contract. If the appropriate changes cannot be agreed upon within a reasonable amount of time, as determined by the Board of County Commissioners, the County may, notwithstanding any other provision of this contract, refuse to grant further extensions of the contract term.

2. Contract Documents

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

- A. Applicable Federal and State statutes, laws, rules and regulations.
- B. This Ambulance Contract ("contract").
- C. Chapter 10.01 of the Clackamas County Code and any other applicable County ordinances.

- D. The County's Request for Proposals dated February 6, 2013.
- E. The response submitted by Contractor dated April 24, 2013, to the County's Request for Proposal dated February 6, 2013.

3. Definitions

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

- A. "Ambulance" means any privately or publicly owned motor vehicle, aircraft, or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advanced life support ambulance.
- B. "Ambulance Provider" or "Ambulance Service Provider" means an ambulance service licensed by the State of Oregon that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.
- C. "Ambulance Service Area" or "ASA" means a specific geographic area of Clackamas County which is served by one ambulance service provider.
- D. "Ambulance Service" means any individual, partnership, corporation, association, governmental agency or other entity that holds an ambulance service license issued by the State of Oregon to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.
- E. "Ambulance Service Plan" means the ambulance service plan adopted by Clackamas County, pursuant to Oregon Revised Statutes 682.062, as chapter 10.01 of the County Code.
- F. "Board" means the Board of Commissioners for Clackamas County, Oregon.
- G. "Consortium" refers collectively to fire service agencies which may have entered a contractual relationship with the County to provide emergency medical first response service according to response time standards and other standards set forth in those agreements. Previous members of the Consortium are Clackamas County Fire District No. 1, Tualatin Valley Fire & Rescue, and the City of Lake Oswego Fire Department.
- H. "County EMS Medical Director" ("EMSMD") or "Medical Director" means a licensed physician employed by or contracted to the County to provide medical direction as required.

- I. "Department" or "H3S Department" means the Clackamas County Department of Health, Housing, and Human Services.
- J. "Emergency Ambulance Service" means the provision of advanced or basic life support, and transportation by ambulance, if appropriate, in response to medical and traumatic emergencies.
- K. "EMS" or "Emergency Medical Services" means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.
- L. "EMS Provider" means a person who has received formal training in pre-hospital and emergency care, and is licensed to attend any person who is ill or injured or who has a disability.
- M. "First Responder" or "First Response Agency" means fire and other governmental or private agencies providing Emergency Medical Services.
- N. "Frontier Area" means an area within an ASA which is designated as such on the map incorporated in the Ambulance Service Plan.
- O. "Maximum Average Bill" means the total number of dollars charged for emergency ambulance services during the contract year, minus any charges for franchise fees, medical direction, oversight, regulation, standbys, special events and other special charges, divided by the total number of ambulance patients transported as documented by the number of base rates charged during the same period.
- P. "Participating Provider" or "Participating Agency" means a fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to use agency responses to modify ambulance response time requirements.
- Q. "Region" means one of eight areas into which the Clackamas ASA is divided which are used for reviewing response times for communities inside the service area.
 - i. Region 1 includes Lake Oswego and part of West Linn in the urban and suburban zones west of the Willamette River and north of the Hidden Springs Line.

The Hidden Springs Line is a dividing line west of the Willamette River which follows Mapleton Drive from the Willamette River to Highway 43, then Highway 43 to Hidden Springs Road, then Hidden Springs Road to Rosemont Road. From the junction of Hidden Springs Road and Rosemont Road the line goes northwest to the junction of Mossy Brae Road and Stafford Road, then follows Stafford Road to Borland Road, and then Borland Road to the Tualatin City Limits.

- ii. Region 2 includes West Linn and Wilsonville, the urban, suburban, and rural zones west of Willamette River and south of the Hidden Springs Line.
 - iii. Region 3 is Gladstone and Oregon City.
 - iv. Region 4 is Milwaukie and Oak Lodge.
 - v. Region 5 is urban Clackamas Fire District 1 (not including Region 4) including Happy Valley.
 - vi. Region 6 is suburban Boring, Clackamas Fire District 1, Estacada, Damascus and Sandy.
 - vii. Region 7 is rural Hoodland and Sandy.
 - viii. Region 8 is rural Boring, Clackamas Fire District 1, Fire District #68, and Estacada.
- R. "Response Time" means the length of time between the notification of each provider (Participating Provider or Ambulance Provider) and the arrival of their respective emergency medical service unit(s) at the incident scene or staging area.
- S. "Rural Zone" or "Rural Area" means an area within an ASA which is designated as such on the map currently approved by the Department.
- T. "Suburban Zone" or "Suburban Area" means an area within an ASA which is designated as such on the map currently approved by the Department.
- U. "Urban Zone" or "Urban Area" means an area within an ASA which is designated as such on the map currently approved by the Department.
- V. "Urban Coordinated Zone" means the response time zone which is implemented by contractual agreements with the members of the Consortium, and which would otherwise be an Urban Zone.
- W. "Zone" means an area in the Clackamas ASA which is used for reviewing response times, and is an Urban Zone, an Urban Coordinated Zone, a Suburban Zone, a Suburban Coordinated Zone, a Rural Zone or a Frontier Zone.

4. Contractor Warranty

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

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

5. Response Time Requirements

- A. Performance-based Contract. In this performance-based contract, Contractor has flexibility to choose the means and methods for providing EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of Contractor's expertise and choice of the means and methods, and therefore is solely Contractor's responsibility. An error or failure in one portion of Contractor's operation does not excuse performance in other areas of operation.
- B. Ninety-percent Compliance Standard. The Contractor must operate the ambulance service system so as to achieve 90% response time compliance in each Zone every month, measured separately for Priority 1, Priority 2 and Priority 3 calls. County may combine Priority 2 and Priority 3 calls for determining compliance and liquidated damages. Contractor must also achieve 90% response time compliance in each Region, one through eight, every calendar quarter, measured separately for Priority 1, Priority 2 and Priority 3 calls and combined for the purpose of reporting Region compliance and determining liquidated damages, unless excused as provided below. For example, to be in compliance for Priority 1 responses in urban Zones, the contractor must place an ambulance on the

scene of each Priority 1 call within eight minutes and zero seconds (8:00). Response time requirements are set forth below for Priority 1, 2 and 3 calls in each Zone and within each Region of the County.

- C. Region Compliance Excused. Contractor is not required to meet Region compliance standards in those Regions which are served by a Participating Provider, as provided in section 6 of this Contract, unless otherwise notified in writing by the County. County may reinstate Region reporting and compliance requirements by written notice to Contractor.
- D. Urban and Urban Coordinated Compliance Combined. When the Urban Coordinated Zone is implemented as part of an agreement with a Participating Provider, as provided in section 6 of this Contract, calls in the Urban Zone will be combined with calls in the Urban Coordinated Zone for the purpose of reporting Zone compliance under this section.
- E. Response Times. Response time requirements applicable to the 90% compliance standard are set forth in the following tables for Priority 1, 2 and 3 calls:

PRIORITY	NATURE	MPDS
Priority 1	Life threatening emergency	MPDS determinants: Echo, Delta, Charlie and designated Bravo Calls without a MPDS classification
Priority 2	Non-life threatening emergency	MPDS determinants: Bravo and Alpha
Priority 3	Non-emergency	MPDS determinant: Omega
Priority 3	Emergency transport from a healthcare facility which has clinical personnel and emergency equipment available	MPDS: 33
Priority 4	Non-scheduled interfacility transport	MPDS: 33
Priority 5	Interfacility transport scheduled 4 hours or more in advance with an appointed pick up time	MPDS: 33

"MPDS" refers to Medical Priority Dispatch System classification.

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

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

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

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

a. Response Time Clock

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

b. Time Intervals for Priority

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

stops the response time clock. For priority 1, 2 & 3 responses, the response time will stop with the arrival of the first transport capable ALS ambulance.

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

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

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

c. Upgrades, Downgrades and Reassignments

1) Upgrades

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

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

2) Downgrades

Downgrades may be initiated by medically trained first responders as authorized by the County. If an assignment is downgraded prior to the arrival

on scene of the first ambulance, the contractor's compliance with contract standards and penalties will be calculated based on:

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

3) Reassignment En Route

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

4) Cancelled En Route

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

5) Response Times Outside of Clackamas Ambulance Service Area

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

6) Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the 1st ambulance dispatched and the on scene time of the first arriving Contractor's or authorized mutual aid ground

ambulance will be used to compute the response time for the incident. Ambulances from other entities that are subcontracted under County approved agreements shall be considered Contractor's ground ambulances.

7) Response Time Exceptions and Exemption Requests

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

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

$\text{Overload} = (1.5 \times (1 \text{ Standard Deviation})) + \text{The mean}$ <p>rounded up to the nearest whole call</p> <p>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. These agreements would implement the Urban and Suburban Coordinated Zone response time standards, which replace the Urban and Suburban Zone standards where applicable. Contractor may be able to reduce the number of staffed ambulance units utilized in its system status plan, if these agreements are implemented, 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 may be reviewed and adjusted each even-numbered year. To determine a revised reimbursement rate, first responders shall submit to Contractor an itemized list of each disposable item and medication used 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.

- K. Access to on-line Ordering for Supplies and Equipment. Contractor must offer fire agencies in the County direct access to their on-line ordering system, with supplies shipped directly to the fire agencies' designated locations twice weekly. Contractor must also provide fire agencies access to its nationwide contracts for equipment, such as cardiac monitors, AEDs, backboards, respiratory equipment.
- L. PCEP Training. Contractor will offer no-charge access to Paramedic Continuing Education Program (PCEP) [as described in proposal Section IV. D. *In-service Training of Contractor's Employees*] to all first responder agencies in Clackamas County. First responders have the choice to either log on live via the Internet for an interactive experience, or they can come to the classroom. This program will offer over 60 hours of continuing medical education every year.
- M. NCTI training. Contractor will offer scholarships to first responders to attend National College of Technical Instruction (NCTI) courses listed below:

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

- N. Contractor will offer three full scholarships to rural first responders to NCTI's paramedic course, plus five scholarships for the EMT-Basic course. Eligible personnel are those from the following agencies: Sandy, Boring, Hoodland, Estacada, and Gladstone.
- O. Contractor will offer quarterly EMS training blocks for East Clackamas County fire agencies at their facilities.
- P. Contractor will offer instruction and skills testing for East Clackamas County fire agencies for re-licensure at their stations.
- Q. Contractor will work collaboratively with all area fire agencies to enhance services while prioritizing on-scene crew interactions to improve patient care through Multi-agency Training (MAT), mobile training outreach, and enhanced inter-agency operations and communications.
- R. Equipment Retrieval. For all transports covered by this contract, Contractor will retrieve fire agency equipment from hospitals which accompanies patients to those hospitals, and deliver the equipment back to the fire agency. Contractor's supply technicians will make routine rounds to local hospitals, retrieve and decontaminate the equipment and deliver it back to appropriate agency. In the event a fire crew requires replacement of a durable piece of equipment, such as a backboard, Contractor will provide for that replenishment while still on scene.
- S. Contractor shall respond to HazMat and fire standbys without additional compensation.
- T. Contractor will initiate a Critical Incident Stress Management program as provided in their proposal.
- U. Contractor will provide an administrative representative to the County fire and police chief organizations whenever requested.
- V. Return to Station Transportation. When a fire responder accompanies the ambulance to the hospital to assist in providing patient care in critical situations, Contractor will notify its dispatch center that a fire responder is onboard with them to the hospital. Contractor will return the first responder to their station immediately after completing the call at the hospital. If the first responder cannot be returned by the crew or on-duty supervisor, Contractor will order and pay for a taxi to return the first responder to their station.
- W. Automatic Vehicle Locator/Global Positioning System/Mobile Data Computers (AVL/GPS/MDC) Solution. Contractor will provide an Automatic Vehicle Locator/Global Positioning System/Mobile Data Computers (AVL/GPS/MDC) solution, including the equipment, software, and ongoing maintenance solely at Contractor's expense. Contractor's ambulances and supervisor units must be equipped with a wireless modem

and GPS receiver that links to its Communications Center's CAD system to track vehicle locations and select the closest available unit. The modem passes the GPS packets to the mobile laptop then currently transmits the data by a wireless Verizon card to the CAD. Contractor will install the same capability in all fire department medic units (ambulances) including Canby and Molalla Fire that serve the two other adjoining ASAs. GPS-enabled modems in each fire ambulance will transmit location data to the same server as Contractor's ambulances, providing position and status of all units displaying on the same map screen. While proposed brand names and carriers may change, the same functional capability must be maintained.

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

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

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

- Y. Data Integration with MEDS ePCR. Contractor's ePCRs combine data from the CAD, Contractor field crews, other first responders, and hospitals, all of which are sent to the data warehouse for integration into a single electronic patient care record. A call/record is initiated by Contractor's CAD, which is opened by the field crew to populate patient assessment and care information, including data by Bluetooth connectivity from the

cardiac monitor, and then transmitted to a server that merges the data. A cellular air card or wireless gateway is used to establish a secured connection to send and receive encrypted data to and from the MEDS server while meeting HIPAA standards for patient data security. In addition, laptop hard drives are encrypted with Guardian Edge or other software to prevent data compromise in the event a PC is lost or stolen.

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

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

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

The MEDS ePCR technology will provide patient care reports to hospitals by printers, online Internet-based ePCR viewer, direct interface with hospital electronic record systems, and fax. Contractor will have capability to measure when a PCR is delivered to the hospital, and have MEDS automatically provide a time stamp of that event. Contractor will promptly provide PCRS to receiving hospital staff so that treating physicians can review them, and so they can be integrated into the hospital's medical records.

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 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.

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 in 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 up to eighteen (18) new Type-3 ambulances. The number of ambulances provided may be reduced, subject to County approval, 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 133 percent of the number of units required at the peak load in the system status plan. Each vehicle must meet Federal specifications, except as may be required to meet Oregon state specifications, at the time of original manufacture. Each vehicle shall have a standard floor plan, approved by County and compatible with Type I or III KKK models. Each unit should be a Type I or Type III model, as defined by the above standards.

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

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

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

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

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

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

11. Expansion of Primary Service Area and Outside Work

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

12. Patient Fees (Rates)

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

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

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

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

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

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

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

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

3. Rate Adjustments Due to Substantial Changes: The County may require or allow changes that reduce or increase rates if there have been any of the following circumstances since the last rate adjustment 1) substantial changes in required

operational performance, 2) substantial changes in Medicare or Medicaid reimbursement rates, or 3) substantial changes in market conditions. "Substantial change in market conditions" includes circumstances where the change in the consumer price index as adjusted for collection rates from government payors exceeds the cap on annual rate adjustments for two or more years.

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

4. Establishment of New Baseline Rates. After the fourth anniversary of the implementation of the contract, County may require the Contractor to propose and justify new baseline rates. County may in its sole discretion approve new baseline rates, or may continue to apply the CPI adjustments described above. County may determine each year thereafter whether to require Contractor to propose and justify new baseline rates. If a new baseline rate is approved by County, the CPI annual adjustment will be applied in each of the following four years. Contractor will not be required to propose new baseline rates more often than once every 5 years. In the event that County requires Contractor to justify new baseline rates, and County does not approve the proposed new baseline rates, County may determine whether or not to allow a rate adjustment on any other basis. The process for proposing, justifying and reviewing new baseline rates is as described in Appendix 3 to the Request for Proposals.
5. Due Diligence for Cost Savings. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it does realize such savings or otherwise finds that it is possible to lower the user fees established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine.
- E. On-Scene Collections. Contractor's personnel shall not accept payment for services rendered under this contract either at the scene of the call, enroute, or upon delivery of the patient.
- F. Non-transport fee. Contractor may propose a non-transport fee subject to County approval.
- G. Billing Procedures. It is the Contractor's responsibility to:
 1. Accurately prepare all appropriate billing information in order to submit billings to third party payers and bill patients for services rendered;
 2. Adhere to industry standards of billing patients' third party payer and providing patients with detailed listing of services provided;

3. Mail bills to users; and
4. Professionally and courteously answer questions about billing and payment schedules.

H. Detailed Description of Practices and Procedures. Contractor shall provide the County Department of Human Services with a detailed written description of:

1. Patient billing practices and procedures;
2. Patient billing payment schedules, and
3. Pricing and user fee policies.

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

13. Bills and Collections

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

14. Public Relations and Education

A. Safety Awareness. Contractor will develop and implement community programs aimed at safety awareness and injury and illness prevention. 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. 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.

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.
- 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.

20. Rights and Remedies Not Waived

Contractor agrees that the work specified in the contract shall be completed without additional consideration other than that provided for in the contract; and that the acceptance of work under

the contract shall not be held to prevent maintenance of an action for failure to perform such work in accordance with the Contract. The inaction of the County to enforce any provision of the contract shall not be construed as a waiver by the County of any provision of the contract.

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

21. Indemnification and Hold Harmless

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

22. Insurance and Proof of Insurance

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

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

for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof and damages because of negligent acts, or errors and omissions, in any way related to the contract.

4. If the Contractor has assistance of other persons in the performance of this contract, the Contractor agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. Contractor shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
5. The County, at its option, may require a complete copy of any of the above policies. The commercial general liability and automobile liability insurance shall include the County as an additional insured and refer to and support the Contractor's obligation to hold harmless the County, and its officers, commissioners and employees. All of the above insurance shall provide sixty days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under the insurance. All of these policies shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
6. If any required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
7. The cancellation or other termination of any policy of insurance required hereunder shall constitute a breach of this contract unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination, provided that in the event such cancellation or termination occurs without notice to Contractor, Contractor will not be in breach if it immediately effectuates a new policy which is in form and substance satisfactory to the County.
8. A waiver of all rights of subrogation against the County and the Medical Director, their officers, agents, employees and volunteers for losses arising from the activities arising from or relating to this contract shall also be provided.

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

23. Equipment and Vehicle Sublease Agreements

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

- B. Vehicle and On-Board Equipment Arrangement.

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

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

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

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

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

If a lease arrangement is desired, Contractor must provide a plan whereby the County is a party to the lease so that immediate control of the vehicles and on-board equipment can be exercised by the County, at its discretion, in the event of breach of contract, declared

bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations.

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

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

24. Mutual Aid

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

25. Medical Direction Fees

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

26. Medical Direction

Contractor agrees to adhere to rules for operation, patient treatment protocols, telephone protocols, dispatch protocols and other protocols, policies and/or procedures both currently in force and subsequently promulgated by the County. Contractor agrees to train and certify personnel, and implement medical innovations required by the County. Contractor agrees to respond in a timely manner to requests for reports and other inquiries made by the County.

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

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

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

27. "Lame Duck" Provisions

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

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

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

28. Stand-by and Special Events Coverage

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

29. Internal Risk Management/Loss Control Program

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

30. Disaster Assistance and Response

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

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the

disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. County will provide all reasonable assistance to the Contractor in recovering these costs, however County shall not be responsible for payments to contractor.

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

31. Performance Security

- A. Service Delivery. Contractor expressly agrees that, in the event of breach by the Contractor, Contractor will work with the County to ensure continuous delivery of services, regardless of the underlying cause of the breach. Contractor agrees that it has a public health and safety obligation to assist County to provide uninterrupted service delivery in the event of breach, even if Contractor disagrees with the determination of breach. Further the contractor agrees that if notified by the County of a determination of breach and intent to execute an immediate takeover of the system, that the contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.
- B. Performance Security – Irrevocable Letter of Credit. Contractor will provide performance security by providing the County with an irrevocable letter of credit in a form satisfactory to the County. The amount of the letter of credit will be one million five hundred thousand dollars (\$1,500,000.00) issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poors, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The federally insured banking institution on which the irrevocable letter of credit is to be drawn shall be acceptable as determined by the County's Finance Director. In the event the performance security is used for breaches such that the total is reduced to one million, two hundred fifty thousand dollars (\$1,250,000), the performance security will be immediately replenished to one million, five hundred thousand dollars (\$1,500,000). The irrevocable letter of credit, if applicable, may be used:
1. To ensure the payment by Contractor of (i) any Liquidated Damages in accordance with this contract, and (ii) any expenses due to violations that result in a breach or "step in."
 2. For the operation of the ambulance service should the County terminate the contract or after a "step-in" has been effectuated by the County including, but not limited to,

the cost of takeover by the County, including any necessary procurement process, renewal, negotiation, or any related administrative expenses.

- C. Notice of Change. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days' prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to Clackamas County, Oregon by the financial institution. Such notice shall be given by certified mail to the Director of the Department of Health, Housing and Human Services, and the County Administrator."
- D. Step-In. In the event of a "step-in" by the County in accordance with this contract, the County may draw down the irrevocable letter of credit from time to time in such amount or amounts as it may determine to cover any expenses or losses to the County due to the "step-in."
- E. Irrevocable Letter of Credit Expiration. The irrevocable letter of credit shall become the property of the County in the event that this contract is canceled by reason of breach or default of the Contractor. The irrevocable letter of credit or cash shall be retained by the County and returned to Contractor at the expiration of this contract, provided there is no outstanding breach, default, unpaid Liquidated Damages or other Contractor payment deductions or adjustments, taxes due by Contractor or any other debts due to the County or debts to other entities due by Contractor or debts due to Contractor's creditors.
- F. Rights Reserved. The rights reserved to the County with respect to the irrevocable letter of credit are in addition to all other rights of the County, whether reserved by this contract, the County Code or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit or cash deposit shall affect any other right the County has or may have.

32. LIQUIDATED DAMAGES

- A. Liquidated Damages Deemed Reasonable. Contractor agrees that failure to comply with any time, performance or other requirements in this contract will result in damage to the County and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Contractor agrees to the liquidated damages specified in this contract. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. It is also expressly understood and agreed that County's remedies in the event of Contractor's breach or any noncompliance are not limited to this liquidated damages provisions. County will bill Contractor for all liquidated damage amounts. Contractor will pay County within 30 days of such billing. All liquidated damage amounts

may be withdrawn from the Irrevocable Letter of Credit if Contractor fails to pay County's invoice within 30 days.

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

C. Zone-Wide Non-Performance Liquidated Damages.

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

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

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

Where Urban or Suburban Zone response compliance has been combined with Urban or Suburban Coordinated Zone compliance based on an agreement with a Participating Provider as provided in section 6 of this Contract, Zone-wide non-performance damages will be assessed, and remedies for breach of Region response requirements will be imposed, only in the combined Zones as a whole.

D. Region-Wide Non-Performance Liquidated Damages.

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

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

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

- E. Compliance to 1/100th percent. Response time compliance will be reported to the nearest one one-hundredth of a percentage point when considering whether compliance with the 90% standard is achieved.
- F. Twenty-Five Responses Minimum for Second Assessment. Should Contractor be determined to be subject to non-performance Liquidated Damages for failure to meet the 90% compliance within a Zone or Region, the Contractor will not be subject to a second assessment of non-performance Liquidated Damages until at least twenty-five (25) additional emergency responses have originated within that Zone or Region. If more than one month (or quarter) passes before twenty-five (25) additional responses occur, and the Contractor remains out of compliance at the end of the month (or quarter) in which the 25th response occurred, Contractor will be considered to have incurred a second consecutive failure to meet response time compliance.
- G. Other Non-Compliance Liquidated Damages. The intent of the reporting requirements is to foster proactive communication regarding potential situations in which liquidated damages could be assessed. Liquidated damages may be waived by the County if reporting requirements are met and the situation does not represent a recurring pattern of poor performance.

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

1. \$500 – Failure to submit any monthly report required herein by either the seventh day of the month following the month for which the report pertains, or if the seventh day occurs on a Saturday or Sunday, the first Monday after the seventh day; and \$250 per day until the report is received.

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

33. Breach

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

1. Failure of Contractor to meet the Zone response time standards in this contract for three consecutive months in the same Zone, or four months in any twelve month period in the same Zone. Where Urban Zone response compliance has been combined with Urban Coordinated Zone compliance as provided in sections 5 and 6 of this Contract, compliance will be measured only in the combined Zones as a whole. Should Contractor fail to meet the 90% compliance within a zone, the Contractor will not be subject to a second determination of failure in that Zone until at least twenty-five (25) additional emergency responses have originated within that Zone. If more than one month passes before twenty-five (25) additional responses occur, and Contractor remains out of compliance at the end of the month in which the 25th response occurred, Contractor will be considered to have incurred a second consecutive failure to meet response time compliance.

2. Failure of Contractor to meet the Region response time standards in the same Region for two consecutive quarters, or three quarters out of any five (unless Region response time compliance is excused as provided in section 5 and 6 of this Contract). Should Contractor fail to meet the 90% compliance within a Region, the Contractor will not be subject to a second determination of failure in that Region until at least twenty-five (25) additional emergency responses have originated within that Region. If more than one month passes before twenty-five (25) additional responses occur, and the Contractor remains out of compliance at the end of the month in which the 25th response occurred, Contractor will be considered to have incurred a second consecutive failure to meet response time compliance.
3. Accumulation of Liquidated Damages that in the sole reasonable discretion of the County are excessive.
4. Failure of Contractor to operate the ambulance service system in a manner which enables the County and the Contractor remain in compliance with applicable federal, state, and local laws, rules, and regulations, and with the requirements of the Ambulance Service Plan.
5. Failure to provide data generated in the course of operations or repeated or willful submission of incorrect data, or falsification of data, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or altering response code designations to enhance Contractor's apparent performance.
6. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
7. Failure to maintain equipment in accordance with manufacturer recommended maintenance procedures.
8. Willful or repeated failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
9. Willful or repeated failure to comply with approved rate setting, billing or collection provisions of this contract.
10. Failure of Contractor to cooperate with and assist the County after a breach has been declared.
11. Acceptance by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when

such consideration or action on the part of Contractor or Contractor's employees could be reasonably construed to be a violation of federal, state or local law.

12. Payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind to any federal, state or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state or local law.
13. Failure to meet medical standards required in this Contract or as reasonably required by the County.
14. Failure of Contractor to maintain insurance in accordance with this contract.
15. Failure to establish or maintain an Irrevocable Letter of Credit meeting the terms and amount specified in the contract.
16. Failure to submit financial statements prepared by a certified public accountant or public accounting firm for any parent company and Contractor within the specified time frame under the terms and conditions of this contract or as directed upon reasonable notice by the County.
17. Any other failure of performance, medical or other standards as required in this contract which is determined in the reasonable discretion of the County to endanger public health and safety.
18. Failure of Contractor to pay franchise fees as required in this Contract.
19. Falsification of information supplied by the contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance the contractor's apparent performance or falsification of any other data required under the contract.
20. Creating patient responses or transports so as to artificially inflate run volumes.
21. The unauthorized sale or transfer of the operating entity contracted to perform all services under this contract, provided that the County will not unreasonably withhold authorization if sufficient evidence of ability and commitment of the acquirer or transferee, to meet the performance criteria is provided to convince the County that the sale or transfer is in the public interest.
22. The filing of any bankruptcy or any other similar action, which, in the opinion of the County, places the performance of the contract at risk.

23. Failure to submit reports and information under the terms and conditions outlined in this contract.

24. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined by the Director of Health, Housing and Human Services and County EMS Medical Director and confirmed by the Board of County Commissioners to constitute a breach or endangerment to public health and safety.

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

C. Provisions for Emergency Takeover or "Step In Rights". In the event the County terminates the contract, Contractor will cooperate completely and immediately with the County to affect a prompt and orderly transfer of all responsibilities to the County or its designee to "Step In" or takeover of Contractor's operations.

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

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

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

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

34. Administration

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

35. Location of Execution and Performance; Venue

This contract shall be performed in the County of Clackamas, Oregon. This contract shall be governed and interpreted by the laws of the State of Oregon, the regulations promulgated thereunder and the ordinances of the County of Clackamas, Oregon. The parties agree that venue shall lie in any dispute involving this contract in Clackamas County, Oregon.

36. Successors and Subcontractors

County and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this contract. No delegation of duties or subcontract under this contract will be effective without the written consent of County, which consent will not be unreasonably withheld. It is understood that Contractor intends to subcontract with the City of Lake Oswego, and with the Tualatin Valley Fire & Rescue District, for the provision of ambulance service west of the Willamette River. 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

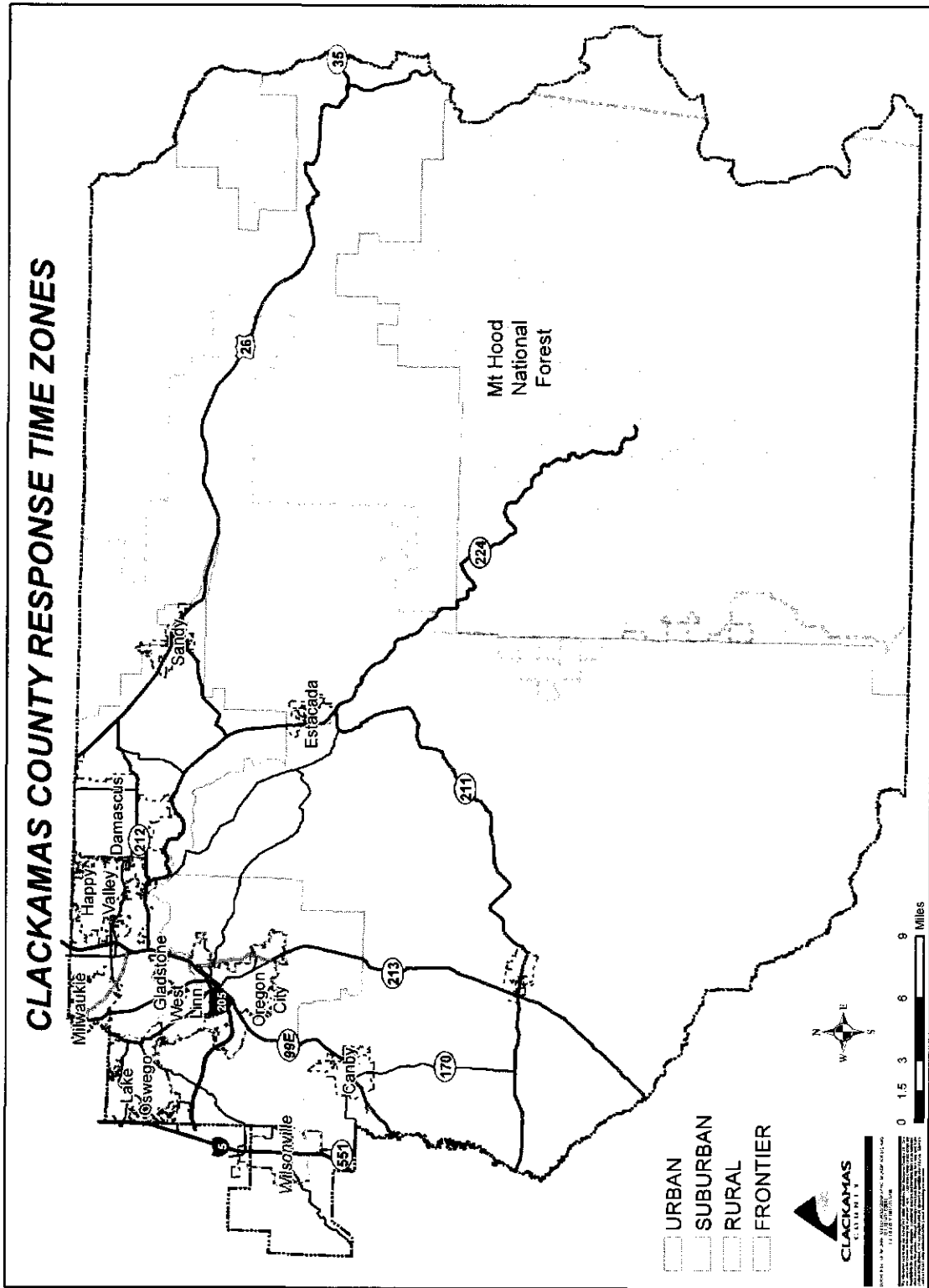
If intended for Contractor, to:

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

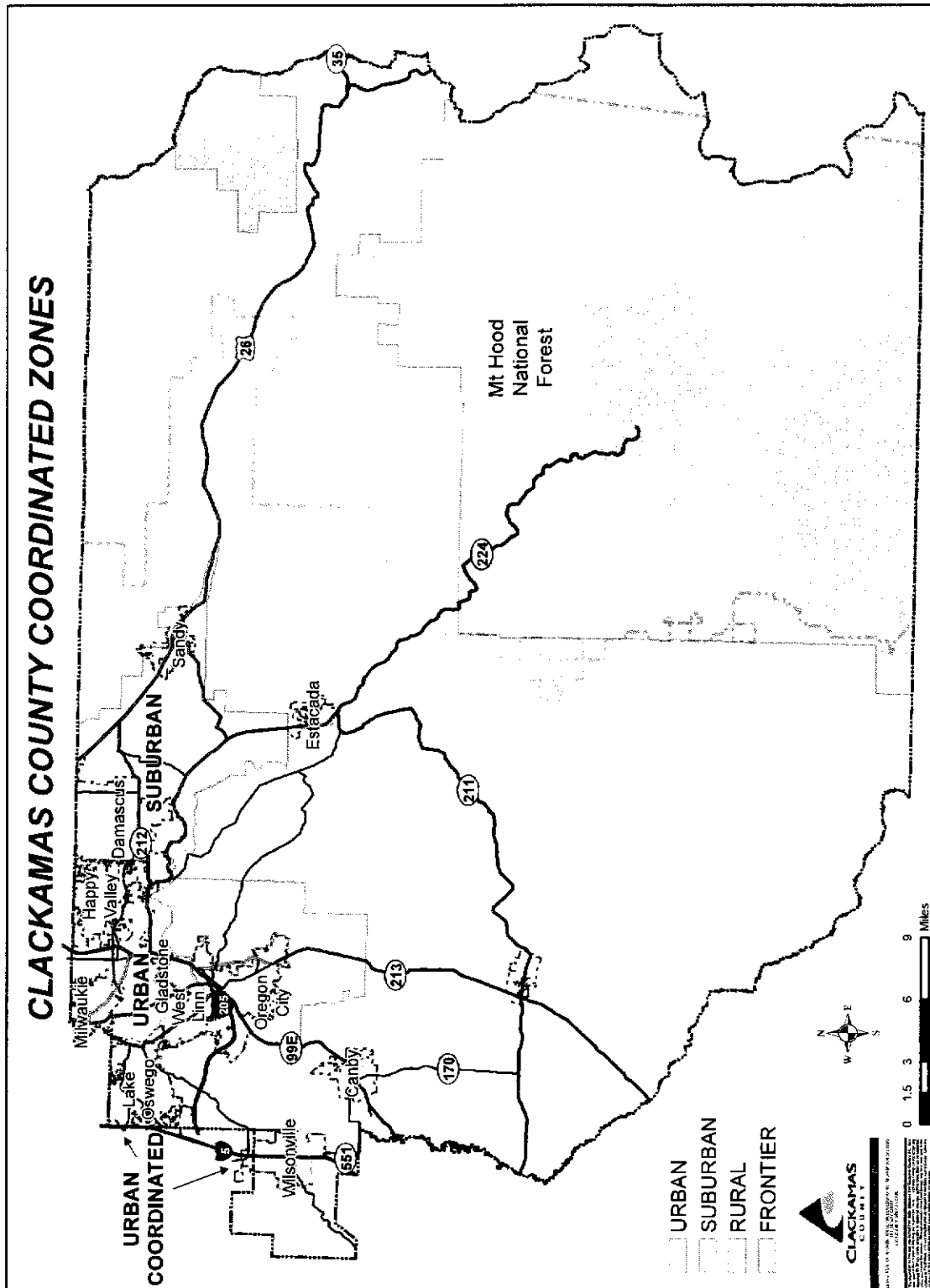
B. Notice of contract breach shall additionally be sent to Contractor at the address shown below in this subsection "B", unless and until County is otherwise notified in writing by Contractor. Mailed notices shall be deemed communicated as of four (4) days after mailing regular mail. To:

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

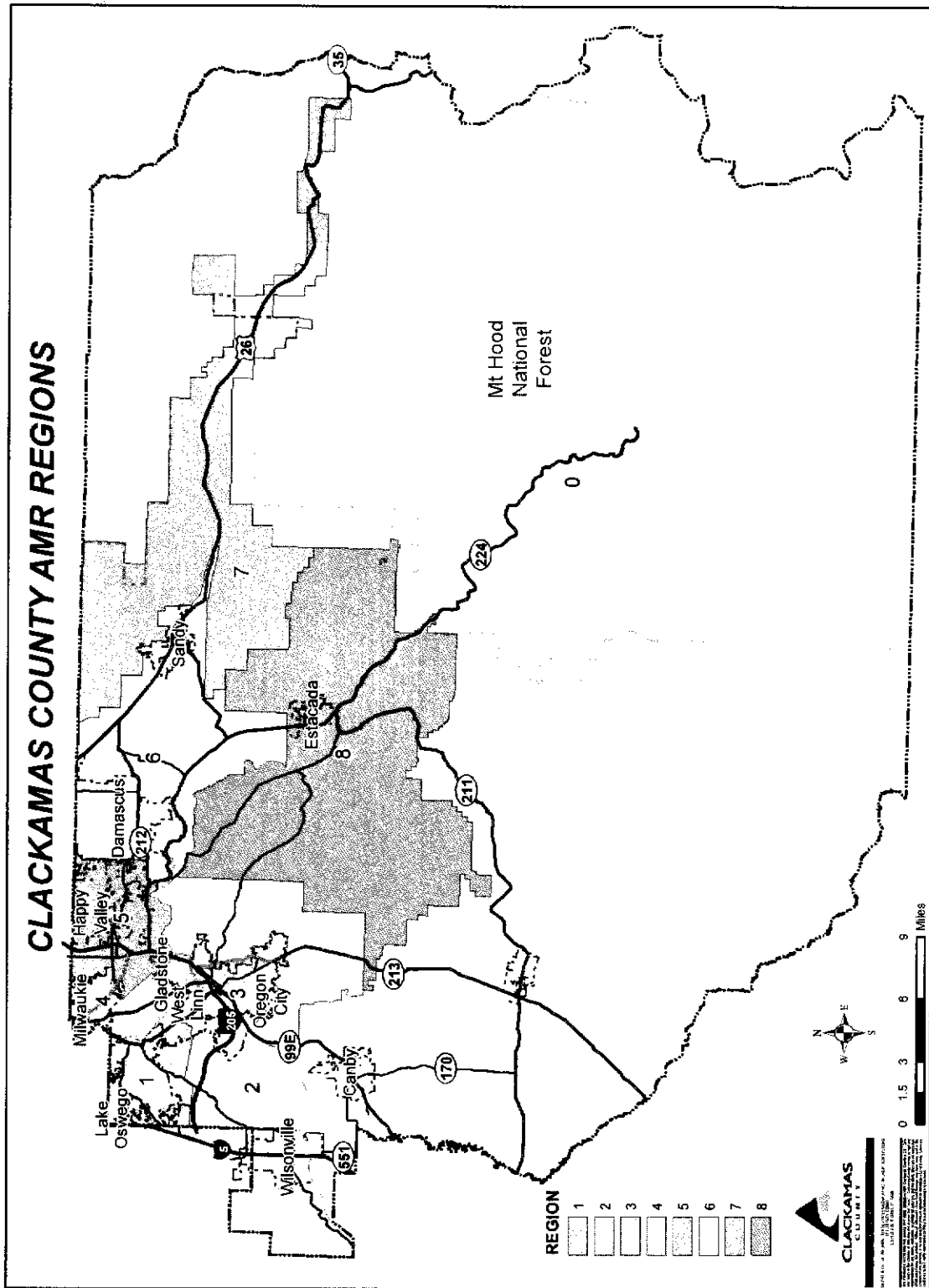
ATTACHMENT A: RESPONSE ZONES



ATTACHMENT A: COORDINATED RESPONSE ZONES



ATTACHMENT A: RESPONSE REGIONS



ATTACHMENT B: CONTINGENT LEASE AGREEMENT
CONTINGENT LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

American Medical Response Northwest, Inc.

BY _____

Printed or Typed Name

Printed or Typed Title

Address

County Of Clackamas, Oregon

BY: _____

Donald Krupp.

County Administrator

APPROVED AS TO FORM:

David W. Anderson,

Senior Legal Counsel, Clackamas County

Contractor Acknowledgment

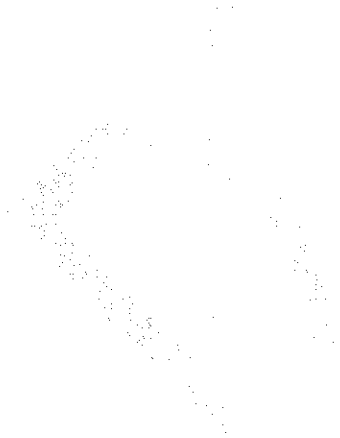
STATE OF _____ §
COUNTY OF _____ §

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

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

Notary Public In and For
The State of _____

Notary's Printed Name
My Commission Expires _____



ATTACHMENT C: MEMORANDUM OF UNDERSTANDING

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

PHASE-1

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

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

2. **Clinical Data Integration**

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

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

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

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

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

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

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

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

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

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

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

AMR will install GPS modems in all Clackamas County ambulances, including 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 by start date for contract.

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.



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 Lake Oswego Fire Department ("LOFD"). This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, LOFD is 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 LOFD'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 properties of their individual resources;

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

1. **Compliance.** 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 LOFD'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.** AMR shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws. LOFD shall not bill for any Services provided under this Agreement, i.e., patient care and transport. LOFD may bill for its unrelated services, i.e., extrication and first response, as permitted by applicable laws. LOFD shall provide to AMR all necessary paperwork to allow AMR to bill third party payors and government payors. Any refund required to be submitted by AMR to a payor due to LOFD's failure to provide appropriate billing documentation shall be deducted from the fees payable to LOFD pursuant to Section 4(b).
4. **Consideration.**
 - a. **Staffing Services.** As consideration to AMR, LOFD shall, as described below, lease to AMR one (1) ALS ambulance ("ALS Ambulance") (defined in Schedule "A") for a monthly lease payment of \$500.00 and shall also lease its paramedic and EMT personnel without cost to AMR, except as provided herein, to

provide Services to AMR. LOFD shall staff the ALS Ambulance upon request by AMR in the event of quasi-disaster, including ice and snow storms and large-scale incidents in the County. LOFD shall have the right to deny such a request by AMR based on LOFD's capabilities at the time.

The Agreement is expressly subject to all licensure and regulatory requirements, including the listing, as applicable, of LOFD's personnel on AMR's Medicare and other enrollment applications. AMR shall also retain professional oversight over LOFD's personnel to the extent required to bill for their Services.

LOFD's personnel shall meet AMR personnel requirements including background screening, ambulance driver training (or agreed upon equivalent), compliance training, billing training, employment training, and clinical standards and shall be licensed and certified as required by applicable law to provide Services. LOFD shall be solely responsible for the payment of any and all wages and benefits to its personnel. The requirements set forth in this paragraph shall apply to all LOFD personnel that staff an ALS Ambulance pursuant to this lease by AMR, oversee training, or provide patient care services on a leased Ambulance.

For any breach of these requirements by LOFD (including a failure to ensure its personnel maintain licensure or certification), AMR shall be entitled to recover any and all damages including any refunds that it may make to third-party payors.

b. **Payment for Services.** As consideration to LOFD, AMR shall reimburse LOFD 90% of the billings collected by AMR for the patients transported by LOFD on AMR's behalf. LOFD represents that this reimbursement is not greater than its costs to staff the ALS Ambulance.

5. **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.

6. **Insurance.** LOFD 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. LOFD 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. LOFD 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. LOFD shall provide to AMR upon execution



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT

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, LOFD'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.

7. **Record Retention.** AMR and LOFD 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.

8. **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."

9. **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 LOFD that involves LOFD's failure to provide properly licensed, certified and trained personnel as set forth in Schedule "A".

10. **Standards for Services.** LOFD represents and warrants that: (a) any and all Services shall be provided in accordance with the 911 Contract; and (b) prevailing industry standards.

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 LOFD:

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

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 LOFD 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 LOFD 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 LOFD a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES OVERFLOW AGREEMENT

changed from time-to-time, at AMR's web site, located at: www.amr.net, and LOFD acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute. LOFD personnel who staff AMR's vehicles shall be required to comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

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. LOFD 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.



EMERGENCY MEDICAL SERVICES 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: _____
Ed Wilson, Fire Chief



EMERGENCY MEDICAL SERVICES AGREEMENT

SCHEDULE "A" PROVISION OF SERVICES

I. Vehicle

LOFD's staffing services shall be provided as requested by AMR through one (1) ALS ambulance ("ALS Ambulance") in the Service Area. LOFD shall supply, equip, and maintain the Dedicated ALS Ambulance at its own cost in consideration of a monthly lease payment of 500.00 from AMR. The specifications for the ALS Ambulance are set forth in Schedule "B". The ALS Ambulance 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) LOFD paramedic and one (1) LOFD emergency medical technician-basic ("ALS Ambulance Staff"). The ALS Ambulance Staff shall meet any and all Clackamas County EMS medical director requirements including, but not limited to, background screening, EVOC driver training, compliance training, billing training, employment training, and clinical standards and shall be licensed and certified as required by applicable law to provide ALS Services. LOFD will provide AMR with documentation to satisfy AMR that the requirements in the preceding sentence are met. The ALS Ambulance Staff shall be subject to AMR's billing protocols. LOFD 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 LOFD personnel that staff AMR vehicles or provide patient care services.

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.

IV. Response Time

LOFD 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 8 of this Agreement shall be: May 1, 2014.



EMERGENCY MEDICAL SERVICES AGREEMENT

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

I. Vehicle

LOFD will lease one (1) ambulance to AMR as the ALS Ambulance for a monthly lease payment of \$500.00 from AMR.

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 LOFD

III. Dispatch

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

IV. Housing of ALS Dedicated Ambulance

LOFD will house its ambulance at its sole expense.

V. Housing of personnel

LOFD will house its personnel at its own expense.

VI. Conflict resolutions

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

VIII. Document requirements

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

IX. Quality Assurance and Community Involvement

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



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

THIS CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP 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 fire department and participates in the delivery of high quality pre-hospital emergency medical services ("EMS") for its Fire District;

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.** 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 TVF&R'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.** AMR shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws. TVF&R shall not bill for any Services provided under this Agreement, i.e., patient care and transport. TVF&R may bill for its unrelated services, i.e., extrication and first response, as permitted by applicable laws. TVF&R shall provide to AMR all necessary paperwork to allow AMR to bill third party payors and government payors. Any refund required to be submitted by AMR to a payor due to TVF&R's failure to provide appropriate billing documentation shall be deducted from the fees payable to TVF&R pursuant to Section 4(b).

4. **Consideration.**

a. **Staffing Services.** As consideration to AMR, TVF&R shall lease to AMR two (2) ALS ambulances ("ALS Ambulances") (defined in Schedule "A") and shall also lease 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 year. The Agreement is expressly subject to all licensure and regulatory requirements, including the listing, as applicable, of TVF&R's personnel on AMR's Medicare and other enrollment applications. AMR shall also retain professional oversight over TVF&R's personnel to the extent required to bill for their Services.

TVF&R's personnel shall meet AMR personnel requirements including background screening, ambulance driver training (or agreed upon equivalent), compliance training, billing training, employment training, and clinical standards and shall be licensed and certified as required by applicable law to provide Services. TVF&R shall be solely responsible for the payment of any and all wages and benefits to its personnel. The requirements set forth in this paragraph shall apply to all TVF&R personnel that staff an ALS Ambulance pursuant to this lease by AMR, oversee training, or provide patient care services on a leased Ambulance.

For any breach of these requirements by TVF&R (including a failure to ensure its personnel maintain licensure or certification), AMR shall be entitled to recover any and all damages including any refunds that it may make to third-party payors.

b. **Payment for Services.** As consideration to TVF&R, AMR shall reimburse TVF&R 90% of the billings collected by AMR for the patients transported by TVF&R on AMR's behalf. TVF&R represents that this reimbursement is not greater than its costs to staff the ALS Ambulances.

5. **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.

6. **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



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

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.

7. **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.

8. **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."

9. **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".

10. **Standards for Services.** TVF&R represents and warrants that: (a) any and all Services shall be provided in accordance with the 911 Contract; and (b) prevailing industry standards.

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

If to TVF&R:

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

If to AMR:

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

With Mandatory Copy to:

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

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

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

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

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

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

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



CLACKAMAS COUNTY EMERGENCY AMBULANCE SERVICES PARTNERSHIP AGREEMENT

Anti-kickback Statute. TVF&R personnel who staff AMR's vehicles shall be required to comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

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.



EMERGENCY MEDICAL SERVICES 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 Duyck, Fire Chief



EMERGENCY MEDICAL SERVICES 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. 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 including, but not limited to, background screening, EVOG driver training, compliance training, billing training, employment training, and clinical standards 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. 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 that staff AMR vehicles or provide patient care services.

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.

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 8 of this Agreement shall be: May 1, 2014.



EMERGENCY MEDICAL SERVICES 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 Stations 52 and 58. In the event that Station 52 is renovated, the deployment shall occur from Station 56.

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

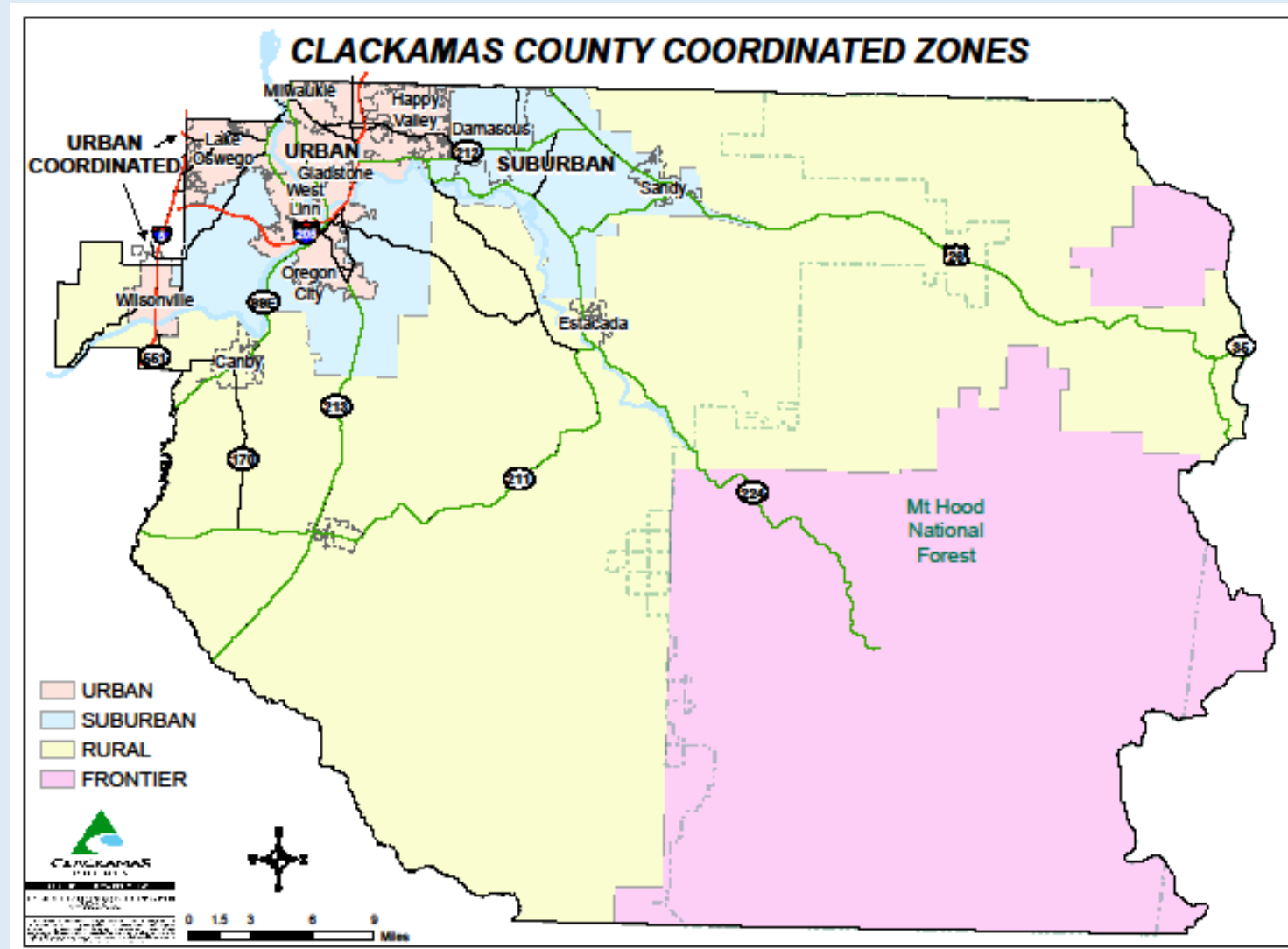
TVF&R agrees to fully participate in Clackamas County's quality assurance/quality improvement program and also agrees to participate in patient surveying. TVF&R and AMR shall split the costs of surveying patients transported by TVF&R and AMR. TVF&R further agrees to participate in countywide PIO work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

Clackamas County

Ambulance Contract Components

AMBULANCE SYSTEM

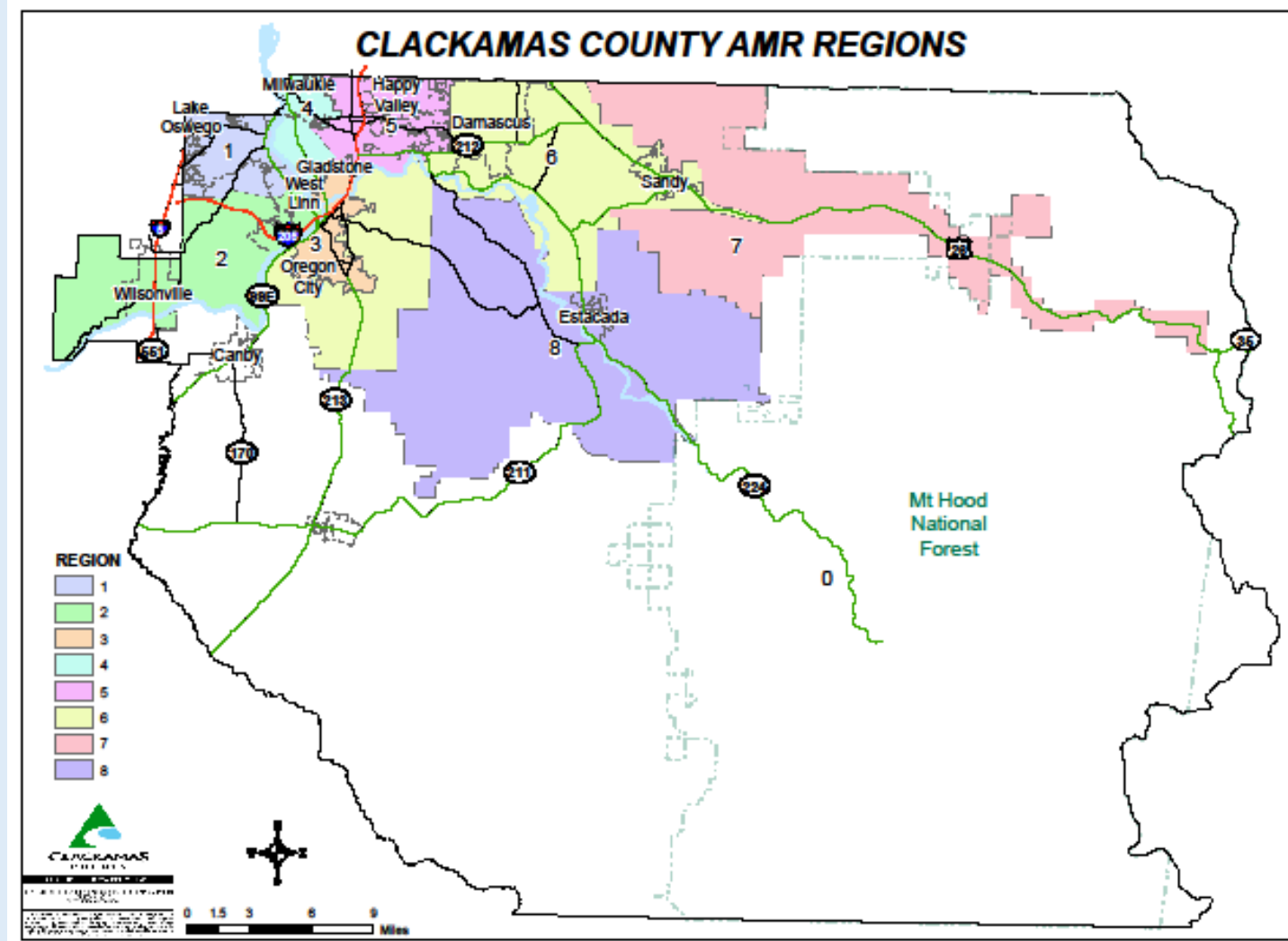
Zones



AMBULANCE SYSTEM

Regions

(Fire District Boundaries)



AMBULANCE SYSTEM

External Bodies

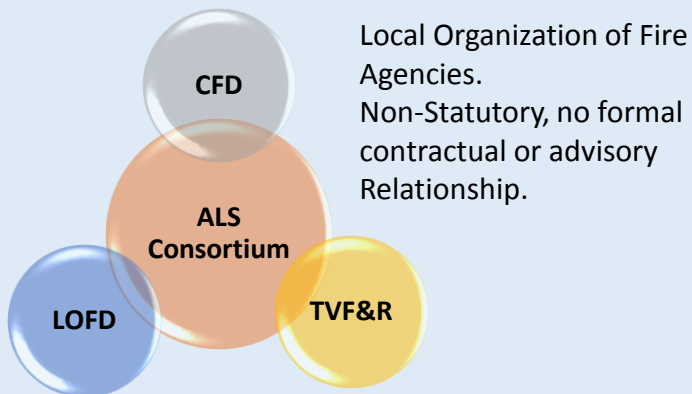


11 Member Counsel
(Statutory) to advise BCC
and staff on all matters
Related to EMS in County



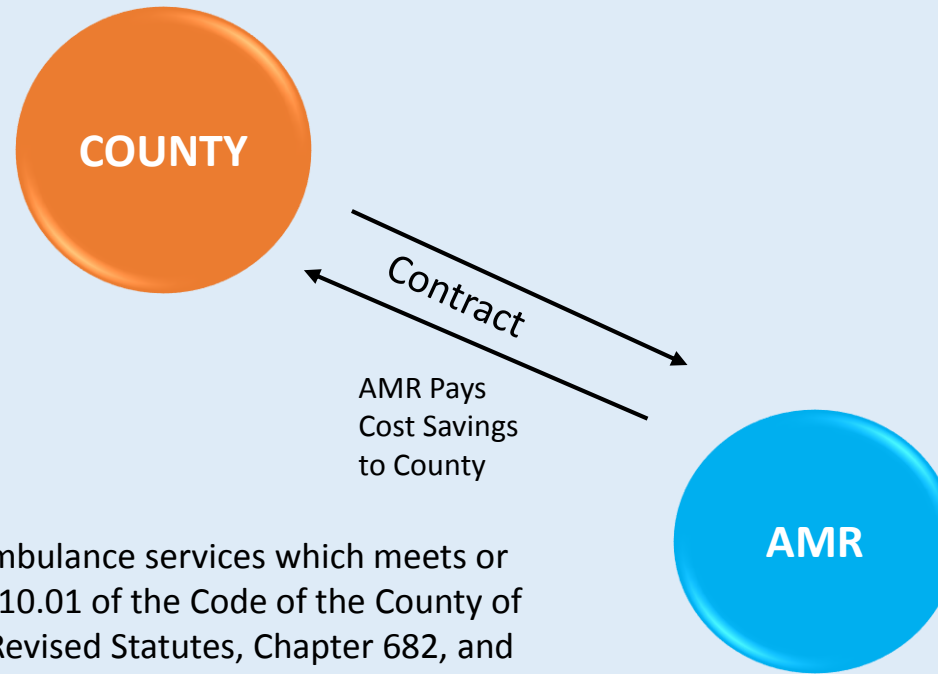
MEMBERS:

- a. One representative of a commercial ambulance service provider;
- b. One representative from a governmental agency that provides ambulance services, if there is such an agency;
- c. One representative from the Clackamas County Fire Defense Board;
- d. One emergency medicine physician from a hospital within Clackamas County.
- e. One Medical Director to an EMS Agency in Clackamas County;
- f. One governmental representative from Clackamas County as recommended by the Director of the Department of Health, Housing and Human Services;
- g. One licensed Paramedic currently providing pre-hospital emergency medical care in Clackamas County;
- h. One Basic Life Support Emergency Medical Provider currently providing pre-hospital emergency medical care in Clackamas County;
- i. One person representing a city in Clackamas County;
- j. One person representing consumers of ambulance services;
- k. One person representing a Primary Public Safety Answering Point (PSAP) Communications Center within Clackamas County.



AMBULANCE SYSTEM

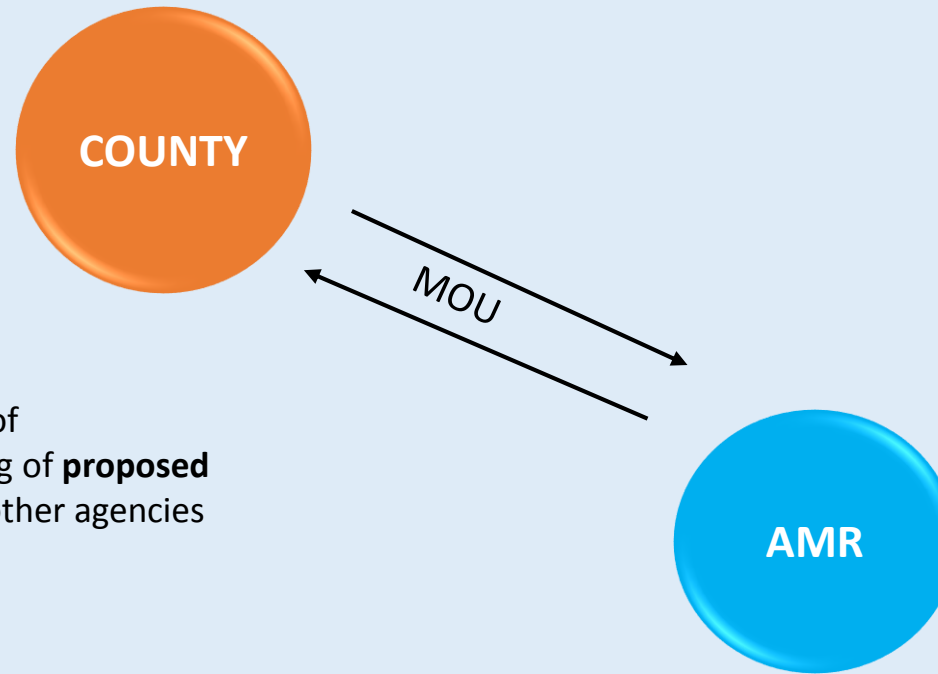
Contract with AMR



Contract is for exclusive emergency ambulance services 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.

AMBULANCE SYSTEM

Innovation MOU



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

Baseline Patient Satisfaction Survey

Clinical Data Integration

 Dedicated Clinical Server

 Clinical Data Analyst.

Development of Severity Scale

Integrate Public Information and Messaging.

Medical Priority Dispatch (MPDS) Utilization

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

PHASE-2

Community Paramedic Specialist (CPS) Program

PHASE-3

Integration of ALS/Paramedic Resources

AMBULANCE SYSTEM

Sub-Contracts

Proposed subcontracts with LOFD and TVFR are for ambulance services.

TVFR will lease two ambulances and staff to AMR available 24 hours each day. TVFR will be dispatched by AMR by notifying TVFR. **These ambulances must meet the same response time requirements as AMR.** They should help improve ambulance response times within region 2.

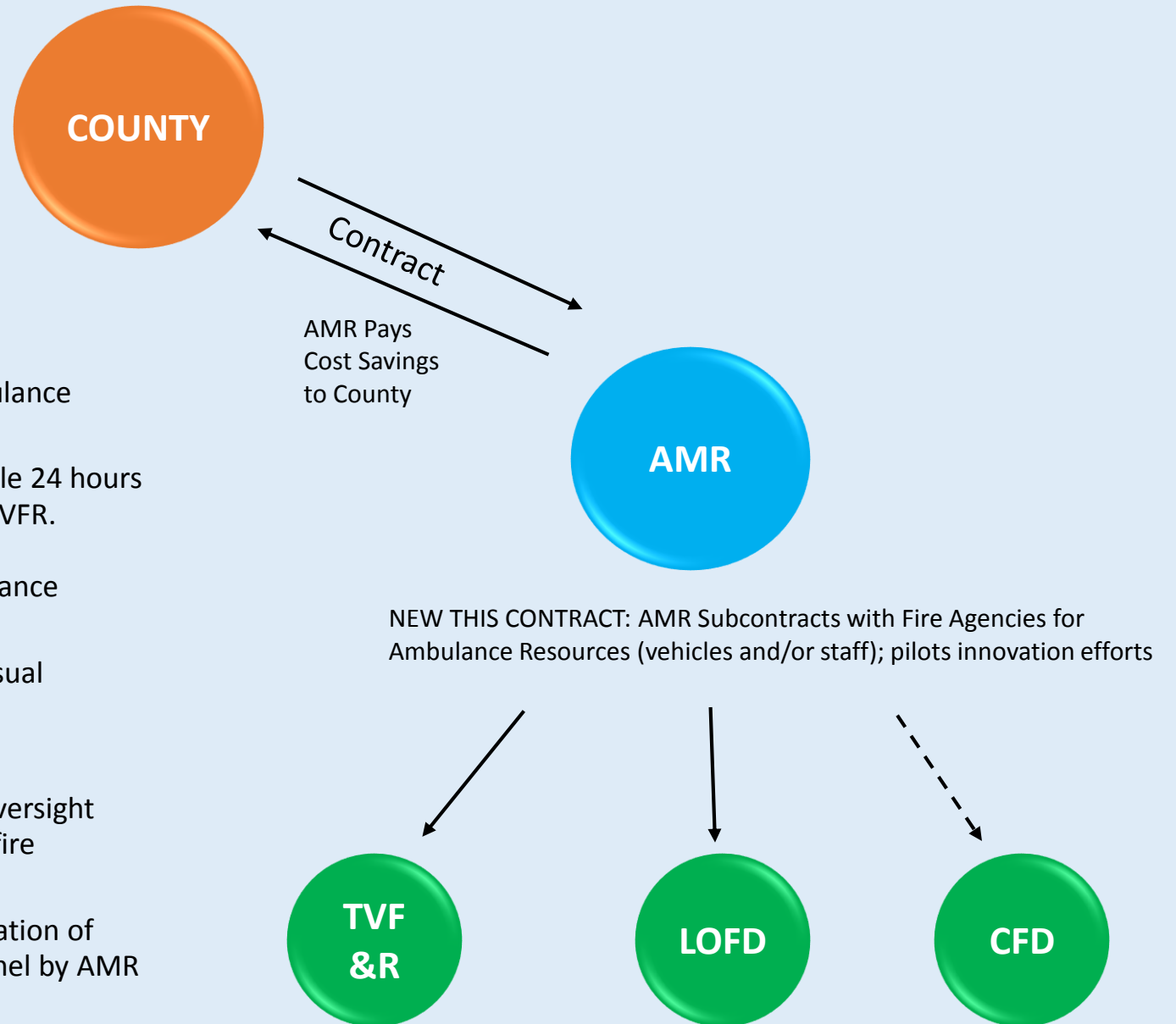
LOFD will lease one ambulance and staff to AMR for unusual conditions (e.g., severe winter storm).

CFD – to be negotiated.

Agencies must meet AMR requirements for personnel, oversight and insurance. AMR will bill for transports made by the fire agencies and retain 10% for billing fee.

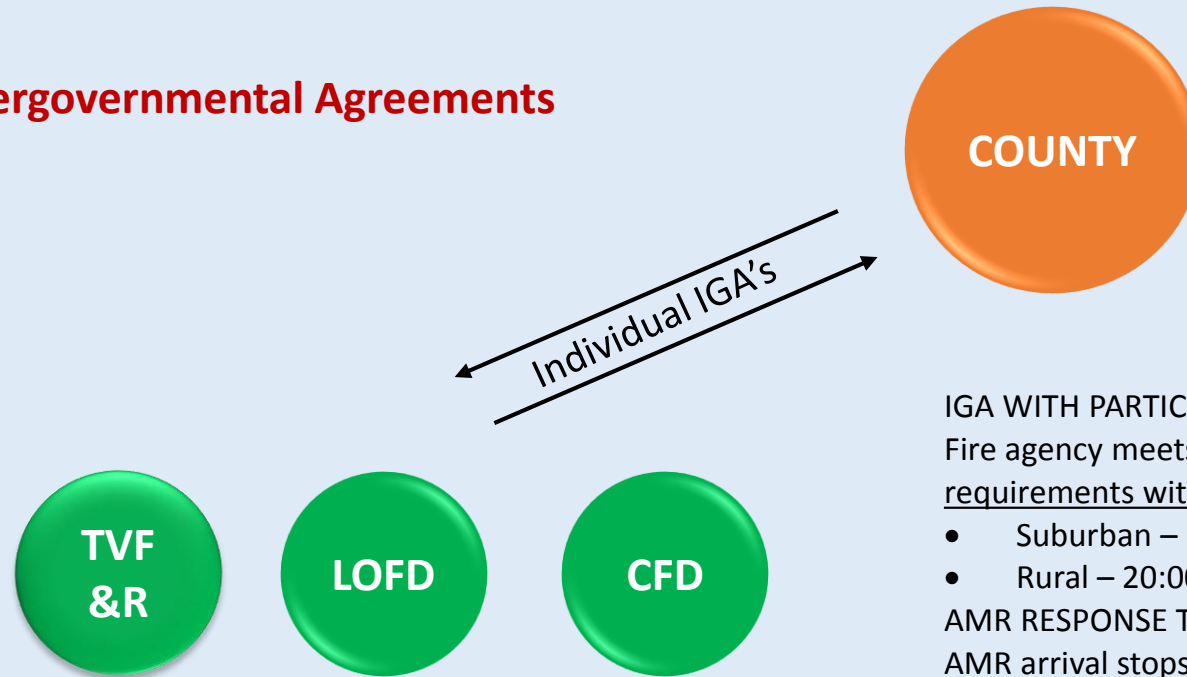
Innovation will include collection of data, and standardization of personnel with sufficient oversight of fire agency personnel by AMR to the extent required to bill for their services.

County has final approval of any subcontracts.



AMBULANCE SYSTEM

Intergovernmental Agreements



IGA WITH PARTICIPATING PROVIDERS – CCFD, LOFD AND TVFR

Fire agency meets 8:00 minute urban zone response time requirement and region requirements within their jurisdiction.

- Suburban – 12:00 minutes ≥ 90%
- Rural – 20:00 minutes ≥ 90%

AMR RESPONSE TIME REQUIREMENTS CHANGE WITH IGA

AMR arrival stops fire agency response time clock

Fire agency arrival does not stop AMR response time clock

Urban coordinated zone created.

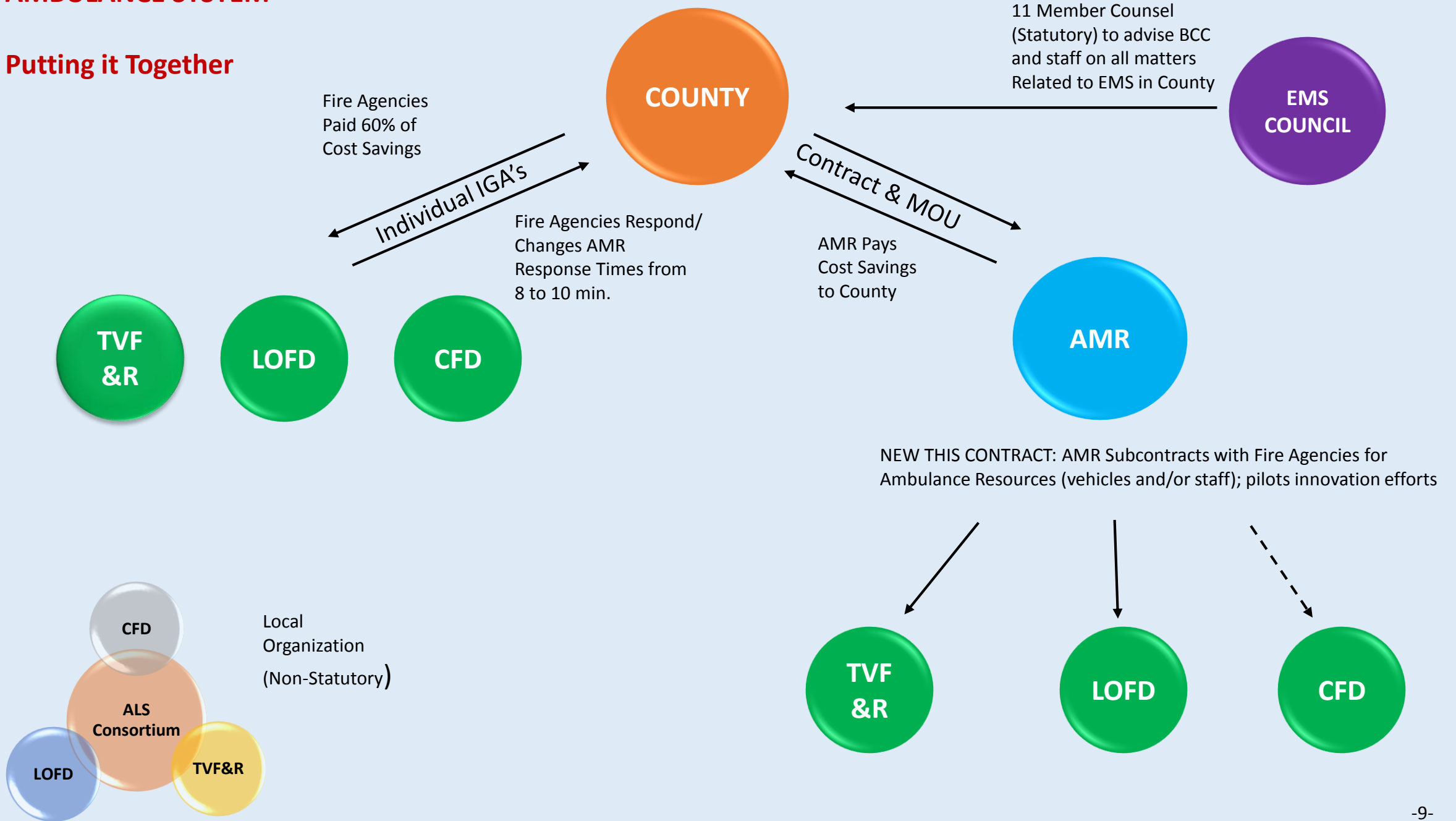
- Urban – 8:00 minutes ≥ 90%
- Urban coordinated – 10:00 minutes ≥ 90%
- Suburban – 12:00 minutes ≥ 90% (15:00 minutes in proposed contract)
- Rural – 25:00 minutes ≥ 90% (no change)
- Frontier – 120 minutes (2 hours) ≥ 90% (no change)

Gladstone response time requirement remains 8:00 minutes ≥ 90% but is combined with urban coordinated zones for measuring and reporting response time compliance.

If the IGA are in place, AMR will be able to alter their system status plan and still meet the response time requirements. The system status plan describes the number of staffed ambulances needed for each hour of the day and day of the week in terms of unit hours. AMR has identified savings of \$363,737 each year in the proposed contract; Fire Agencies are paid 60% of the cost savings.

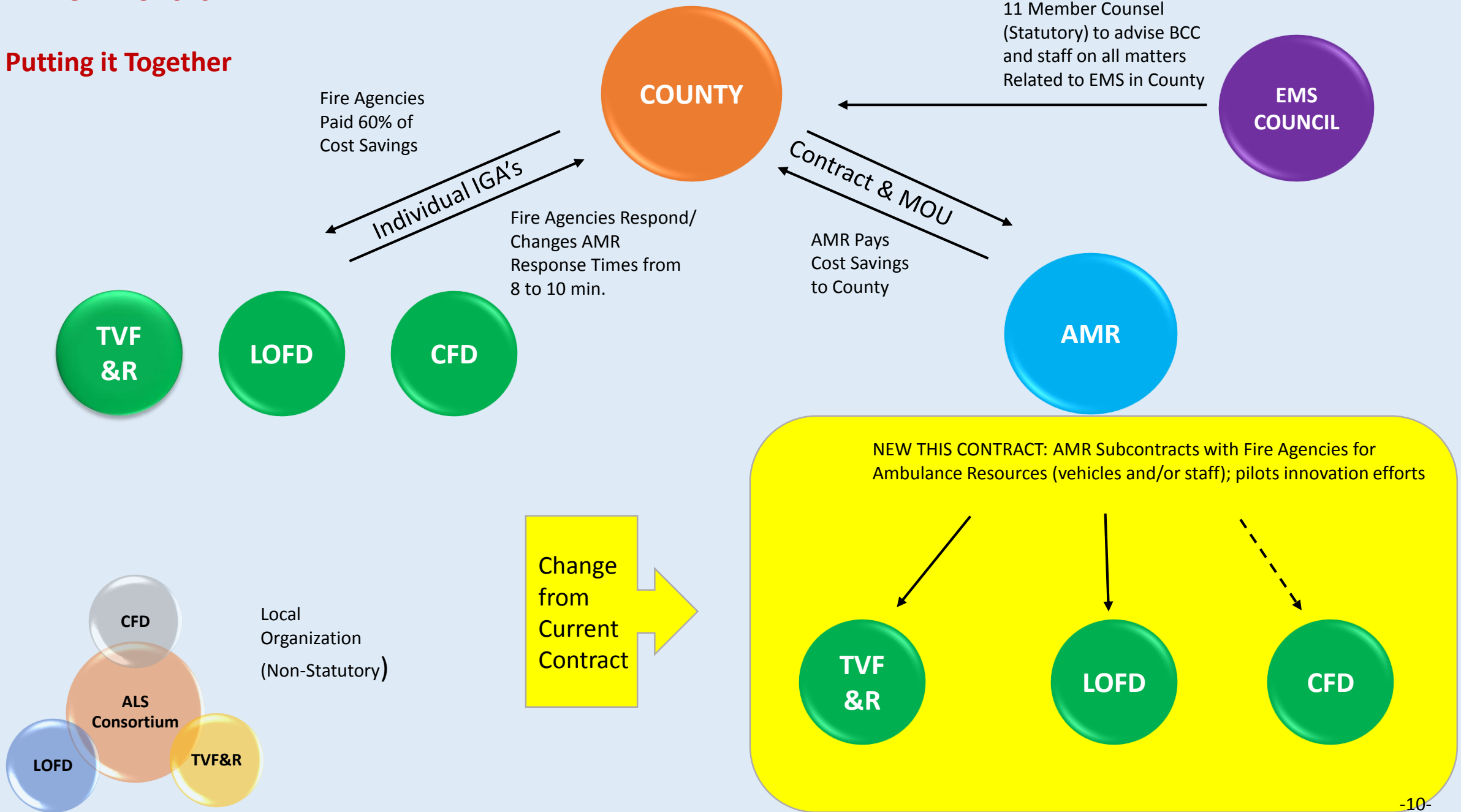
AMBULANCE SYSTEM

Putting it Together



AMBULANCE SYSTEM

Putting it Together



LETTERS AND EMAIL RECEIVED IN SUPPORT OF PROPOSED CONTRACT

November 13, 2013

Kayt Zundel, Program Director, Community Outreach Organizer, OHSU ThinkFirst
Oregon Brain & Spinal Cord Injury Prevention Program

November 14, 2013

Vince Stafford, Fire Chief, Molalla Fire District

Jim Pryde, Chief of Police, Gladstone Police Department

November 15, 2013

Jerry Schmidt, Lead Administrative Pastor, New Hope Community Church, Happy Valley

Scott Thran, Patrol Lieutenant, Lake Oswego Police Department

November 18, 2013

Ashley A. Massey, Public Information Officer, Oregon State Marine Board

Bruce Kuper, Gresham, Oregon

Gail Holmes, West Linn, Oregon

Jeremy Ferguson, Mayor, City of Milwaukie

Lou Ogden, Mayor, City of Tualatin

November 19, 2013

Robert C. Wyffels, President, Tualatin Valley Fire and Rescue Board of Directors

Tammy Franks, Chair, Safe Kids Oregon Advisory Board

Kent Studebaker, Mayor, City of Lake Oswego

November 21, 2013

Aaron Branum, President, Canby Fire District Board of Directors

Sandra Edwards, Milwaukie, Oregon

November 13, 2013

Dear Clackamas County Board of Commissioners,

As the OHSU's Think First Oregon program director, I am writing this letter of continuing support for American Medical Response (AMR). OHSU ThinkFirst Oregon Brain and Spinal Cord Injury Prevention Program recommends Clackamas County continue to contract with AMR as the ambulance provider of choice. ThinkFirst Oregon has worked closely with AMR for more than twelve years to reduce the incidence of brain and spinal cord injuries in Clackamas County through education, outreach, and policy support. OHSU ThinkFirst has partnered with AMR to create and participate in numerous injury prevention projects and community events. AMR is an asset to any community they serve and an extremely important partner to our programs in Clackamas County.

As emergency services professionals, AMR shares and reinforces our mission to reduce the incidence of brain and spinal cord traumatic injuries by reducing motor vehicle crashes, falls and other incidents. AMR supports the efforts of ThinkFirst by participating in education, prevention and awareness activities including:

- Educational campaigns
- Serving as board members
- Hosting and/or sponsoring events
- Providing volunteers for community events

AMR is a valuable community partner and one who provides support to valuable community service programs such as Think First and their AMR River Rescue and Reach & Treat Programs. As a lead organization of the Safe Kids Injury Prevention Coalition in Clackamas County we have partnered with AMR in educational efforts to reach hundreds of thousands of residents in Clackamas County and the Portland Metro area.

We hope AMR will be in the position to continue their participation in injury prevention activities for and their ambulance services to the citizens of Clackamas County for years to come.

Sincerely,

Kayt Zundel

Kayt Zundel
Program Director
Community Outreach Organizer
OHSU ThinkFirst Oregon
Brain & Spinal Cord Injury Prevention Program
zundel@ohsu.edu
Office: (503) 494-5353



Molalla Fire District

P.O. Box 655 • Molalla, OR 97038
Fire Chief
Vince Stafford

Telephone: 503-829-2200
Fax: 503-829-6392
email: vstafford@molallafire.org

Molalla Fire District supports AMR with the current proposal for the following reasons.

- AMR prevailed in a very detailed process laid out and conducted by the County that took nearly two years to complete.
- The County achieves a 19% reduction in ambulance rates.
- The new contract preserves the high quality, family wage and benefits jobs of the current, highly experienced ambulance EMTs and Paramedics in Clackamas County.
- The new contract achieves a high degree of public and private sector collaboration (AMR and fire departments).
- The new contract benefits rural first responders by providing no cost courses and training to upgrade or maintain clinical certifications.
- AMR will purchase new ambulance chassis' from a Clackamas County dealer, which helps the local economy.
- Clackamas County retains the life-saving benefits of AMR's River Rescue and Reach and Treat Teams, which provide unique swiftwater rescue and wilderness medicine programs that other EMS systems do not have.

Respectfully;

Vince Stafford
Fire Chief



www.molallafire.org



From: [James Pryde](#)
To: [Contract Review](#)
Subject: Comments re AMR Contract Renewal [Gladstone Chief of Police]
Date: Thursday, November 14, 2013 11:35:46 AM

AMR has been a solid and professional public safety partner in the city of Gladstone since I became police chief in 2009. In particular, their river rescue component at High Rocks Park in Gladstone has been a blessing and no doubt has saved lives. AMR has participated in our public safety fair – educating our community members on the services they provide.

I have no concerns regarding AMR's operations and would be pleased if their contract is renewed.

Respectfully,

Jim Pryde, Chief of Police
Gladstone Police Department
535 Portland Avenue
Gladstone, OR 97027
503-557-2765
pryde@ci.gladstone.or.us

"A good listener is not only popular everywhere, but after a while he/she gets to know something."

-Wilson Mizner

From: [Jerry Schmidt](#)
To: [Contract Review](#)
Subject: AMR [New Hope Community Church]
Date: Friday, November 15, 2013 9:33:45 AM

Ladies and Gentlemen,

On behalf of New Hope Community Church, I wish to comment on the attributes of American Medical Response that qualifies them for consideration as Clackamas County's premier ambulance provider:

1. AMR has consistently and rapidly responded to 911 calls for emergency medical situations at New Hope Community Church. Their responding technicians have been most respectful of our environment and sensitive to ministry activities that may be in progress upon their arrival to a call.
2. The county achieves a 19% reduction in ambulance rates in allowing AMR to service the defined region.
3. The new contract will preserve the high quality family wage and benefits jobs of the current, highly experienced EMT's and Paramedics in Clackamas County.
4. The new contract achieves a high degree of public and private sector collaboration between AMR and fire departments.
5. For rural first responding agencies, the new contract provides no-cost courses and training to upgrade or maintain clinical certifications.
6. AMR is committed to purchasing replacement ambulance chassis' from a Clackamas County dealer, returning dollars to the local economy multiplied in many ways.
7. Perhaps one of the greatest benefits in selecting AMR is the life-saving outcomes of their River Rescue and Reach and Treat Teams, services not provided by other EMS systems. AMR's annual summer staffing at High Rocks on the Clackamas River has in itself been responsible for saving countless lives by their very presence.

Thank you for valuing AMR as a company that has a long history of excellent management and stellar service to the people and businesses of Clackamas County.

Jerry Schmidt
Lead Administrative Pastor
New Hope Community Church
11731 SE Stevens Road
Happy Valley, OR 97086
503-659-5683 x3041



NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam](#)
[Not spam](#)



POLICE DEPARTMENT

November 15, 2013

John Ludlow, Chair
Clackamas County Board of Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

Dear Chair Ludlow,

The Lake Oswego Police Department writes this letter of support for American Medical Response (AMR) to continue as the contracted ambulance provider in Clackamas County. I have been a City of Lake Oswego Police Officer for over nineteen years and have had numerous interactions with AMR staff. During these nineteen years I have viewed AMR as a solid community partner. AMR not only provides emergency services, but also supports many worthwhile organizations such as Oregon Impact, the local Safe Kids Coalition, the Children's Center, the Child Safety Seat Resource Center and more. I can only speculate as to the number of people that have been positively affected by AMR's direct involvement in these organizations/programs.

Just this past year, the Lake Oswego Police Department has contracted with AMR to perform blood draws on certain subjects arrested during DUII investigations. The AMR staff was flexible and helpful in this process. In providing this on-going service, AMR has helped our agency be more efficient in the time it takes to process DUII arrests. We certainly have an expectation that our contract with AMR will continue to be mutually beneficial in the future.

As emergency services professionals, AMR shares our mission of building community partnerships and enhancing the quality of life in Clackamas County. The Lake Oswego Police department has worked closely with AMR for many years on traffic safety initiatives including efforts to stop impaired and distracted driving-- reducing fatalities and injuries due to motor vehicle crashes on Clackamas County roadways. AMR provides assistance with the coordination of Driving under the Influence (DUI) Prevention Programs (*Every 15 Minutes Program* and DUI Crash Reenactments) as well as ambulances and personnel to participate in these events. I know that both of our community high schools have benefited from these programs.

We know that AMR also provides many other programs, such as the wilderness rescue Reach and Treat Team and the River Rescue Team on the Clackamas River. These teams have been vital in saving lives in Clackamas County every year. It is our understanding that AMR provides these services at their own expense. Although our agency typically doesn't have direct

involvement with these two specific programs, I know that these programs, as well as all of the above mentioned organizations/programs are very well thought of in the law enforcement community.

The Lake Oswego Police Department understands that the current ambulance service contract is set to expire. We understand that AMR is compliant with all standards of their current ambulance contract. We understand that many factors are probably being considered and that these types of decisions are not always easily made. It is the Lake Oswego Police Departments hope that you will consider our high regard for the professional ambulance service and outstanding community commitment AMR has provided over the year as a factor in deciding to extend their service contract.

Sincerely,
Scott Thran
Patrol Lieutenant
City of Lake Oswego

November 14, 2013

Clackamas County Board of Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045
503-655-8581
bcc@co.clackamas.or.us
contractreview@co.clackamas.or.us

Dear Clackamas County Board of Commissioners,

The Oregon State Marine Board strongly recommends a contract extension for American Medical Response (AMR) in Clackamas County. AMR has been especially supportive of search and rescue efforts in Clackamas County's challenging recreational areas including the highly effective AMR River Rescue Program at High Rocks. The Oregon State Marine Board, through contract with the Clackamas County Marine Patrol, has worked closely with AMR for the last several years in efforts to keep water recreationists safe during the warm summer months. Before AMR lifeguard services were at High Rocks, the Clackamas County Marine Patrol, with many members trained in swift water rescue, were called out when persons were reported missing. Often, these situations became drowning recovery operations.

AMR has provided river rescue lifeguarding services for ten years in Clackamas County, after a series of three drowning deaths in 2002. Their efforts at High Rocks have saved many lives. The program is unique in the United States due to their rapid response and superior training in swift water rescue. It was the insight of AMR to create a program that could help prevent drowning incidents from occurring. It took two years to develop and certify the program and AMR is the only Advanced Certified Lifeguard Agency, through the United States Lifesaving Association, in Oregon. Their legacy is lives saved.

Thousands of people have benefitted from the services and presence of AMR's River Rescue Team at High Rocks Park. Hundreds have received life-saving services due to the diligence, training, commitment of AMR and the team.

AMR provides support in water safety efforts and Search and Rescue in Clackamas County by: providing a PFD loaner program, joint training opportunities, equipment and supplies, participation in community safety fairs providing public education on water safety, etc. AMR personnel are also planning to work with the Marine Board to help spread the water safety message to larger audiences via social media beginning in 2012 and continue to share related stories of safety and rescue.

AMR's support of the River Rescue Program is an incredible community service- one that is unlikely to be duplicated. The community service programs do not stop at the River Rescue Team; AMR also supports their Reach and Treat Team, and community service organizations, such as Mountain Wave Emergency Communications, Oregon Impact, Safe Kids, and others.

AMR is a unique ambulance provider who has proven their dedication and partnerships to Clackamas County, to community service, to rescue efforts, and who has a proven track record. Please grant AMR a contract extension so they may continue to provide the exemplary service to the citizens of Clackamas County.

Sincerely,

Ashley A. Massey
Public Information Officer
Oregon State Marine Board
503-378-2623
Ashley.massey@state.or.us

From: [Bruce Kuper](#)
To: [Contract Review](#)
Subject: AMR Contract Review [Bruce Kuper]
Date: Monday, November 18, 2013 9:18:41 AM
Attachments: [AMR Contract Review Letter Of Support To Clackamas County Commissioners.docx](#)

Bruce Kuper
4058 SE 13th St
Gresham, Or 97080

Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045

18 November 2013

AMR Contract Review

Board of County Commissioners

I am writing in support of American Medical Response, AMR. I understand that AMR's contract is in a review process.

I strongly encourage Clackamas County Board of Commissioners to have AMR and their Reach and Treat program continue to serve as Clackamas County's ambulance provider.

On March 2nd of this year, I was in the Government Camp area, Ski Bowl ski resort, when I suffered a heart attack. Because of the way that AMR has structured it's Reach and Treat program, AMR paramedics were able to reach me, after being called by Ski Bowl medical staff, in a matter of minutes. This was critical, as they were able to administer lifesaving steps that not only prevented a life threatening severe heart attack, but also because of the prompt response prevented long lasting damage to heart tissues.

I cannot say enough about the professionalism and crisis management skills of the two AMR paramedics that treated and transported me to the hospital. I truly believe if it were not for their quick response I would not be here now writing this letter to you.

AMR's understanding of the need for a Reach and Treat program such as the one they have implemented in the Government camp area of Mt Hood is a benefit to all who live, play, or travel through remote areas of Clackamas County.

I understand that AMR and its predecessor company (Buck Ambulance) have served Clackamas County for many long years and I see no reason to not have them keep providing Clackamas County with the same excellent service that for all these years.

Sincerely,

Bruce Kuper
503-975-8039

Bruce Kuper
4058 SE 13th St
Gresham, Or 97080

Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045

18 November 2013

AMR Contract Review

Board of County Commissioners

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Sincerely,

Bruce Kuper
503-975-8039

To: Clackamas County Board of County Commissioners

From: Gail Holmes
801 Wendy Ct.
West Linn, OR 97068

Date: November 18, 2013

Re: County Emergency Ambulance Services Contract

I have been a resident of Clackamas County for 21 years and I am grateful for the service my family and I have received from American Medical Response Northwest, Inc. We have needed this service three times and AMR was outstanding in all three situations.

I feel so blessed to live in such a wonderful county with so many resources and the vast land we all enjoy, this is why I am writing to you in favor of continuing our County Contract with AMR, they have proven their commitment to our County with outstanding ambulance service, professional staff and a required support to our Fire Departments.

It is vital to the safety of our community to have an ambulance service we all can depend on and this new contract preserves the high quality, family wage jobs and benefits the current, highly experienced ambulance EMT's and Paramedic in Clackamas County.

The new contract achieves a high degree of public and private sector collaboration with AMR and local Fire Departments, this includes the support our Fire Departments count on with water rescue, when every moment is a life or death situation.

The new contract benefits rural first responders by providing no cost courses and training to upgrade or maintain clinical certifications.

I hope I can depend on all of you to award this vital contract to AMERICAN MEDICAL RESPONSE NORTHWEST, INC.

Sincerely,

Gail Holmes

November 18, 2013

Clackamas County Board of Commissioners
2051 Kaen Road
Oregon City, OR 97045

Clackamas County Board of Commissioners,

For years, American Medical Response Northwest, Inc. (AMR) has provided outstanding emergency ambulance services to Clackamas County and all those that live, work, and play here. As you consider a new contract to provide ambulance services, we the undersigned mayors strongly urge you to select AMR. The AMR contract proposal has prevailed following several rounds of vetting by the county. It is time to move forward with a contract. We believe that AMR is the best choice for Clackamas County.

Ambulatory services are very important to our community. They can mean the difference between life and death for any of us, our families, and our neighbors. This is not the time or place for politics; this is the time to make the right choice. That choice is AMR, and the reasons are clear:

First, the AMR contract offers the best ambulatory services available:

1. The new contract achieves a high degree of public and private sector collaboration, for example, between AMR and fire departments
2. The new contract benefits rural first responders by providing no-cost courses and training to upgrade and/or maintain clinical certifications
3. The new contract retains AMR's River Rescue and Reach and Treat Teams, which provide unique swiftwater rescue and wilderness medicine programs that other EMS systems do not have

Second, the AMR contract offers significant economic benefits to the county:

1. The new contract will save the county money through a 19% rate reduction
2. The new contract preserves the high quality, family wage jobs and benefits for the current, highly experienced ambulance EMTs and Paramedics in Clackamas County
3. The new contract will see AMR purchase new ambulance chassis' from a local dealer in the county – keeping money and taxes in the county and helping our local economy

Third, the AMR contract is the best contract offered by all of the potential contractors:

1. AMR already provides ambulatory services to the county and has done so with expertise and professionalism for years
2. When the county put the contract out to bid, AMR submitted the winning proposal
3. When that winning proposal received additional vetting through a detailed, county-led process that took nearly two years to complete, AMR once again prevailed at the top of all potential contractors.

It is time to select a contractor. Please join us and select AMR so that we and all of the other residents of Clackamas County can benefit from the excellent services provided by AMR.

Sincerely,



Mayor Jeremy Ferguson, City of Milwaukie



Mayor Lou Ogden, City of Tualatin



November 15, 2013

Clackamas County Board of County Commissioners
2051 Kaen Road
Oregon City, OR 97045

Dear Chair Ludlow:

I appreciate you reaching out to the Tualatin Valley Fire & Rescue Board of Directors on October 29, 2013 where you requested our input on the pending ambulance services contract in Clackamas County. The District has been involved in the process since the beginning and we are more than happy to provide additional input to help the Commissioners move the process forward.

As you can imagine, the District was pleased that American Medical Response (AMR) was successful in their response to the RFP process, as it contained opportunities for fire partners such as TVF&R to help shape EMS system integration within Clackamas County. In addition, it allows TVF&R to be in direct partnership with AMR, but also Clackamas County during these rapidly evolving changes in healthcare transformation.

We see advantages to a greater level of EMS system integration whereby private ambulance providers come together with public fire providers in your county. Such advantages include a reduced overall ambulance rate, better coordination with public education pertaining to health and wellness, increased training for all EMS providers and better integration of specialty resources such as swift water rescue.

We also see opportunities when it comes to our collective deployed resources under the new ambulance service contract. We believe that having Automatic Vehicle Locators (AVL) throughout the system will better allow AMR and TVF&R to position our deployed resources in a manner that maximizes coverage and minimizes response times throughout the county.

Finally, we believe strongly that the future of the emergency services industry will be more and more about public and private collaboration. The model that exists today must continue to evolve in order for each of us to sustain our organizations. It is for this reason that we are excited to provide sub-contract transport services to AMR within Clackamas County. On behalf of the TVF&R Board of Directors, I would like to encourage the Commissioners to move the process forward so that the new contract can be in place for May 2014 as planned.

Respectfully,

A handwritten signature in black ink that reads 'Robert C. Wyffels'. The signature is written in a cursive, flowing style.

Robert C. Wyffels

CC: Chief Wilson, Lake Oswego Fire Department
Chief Charlton, Clackamas County Fire District #1
Chief Kunze, Canby Fire District
Chief Stafford, Molalla Fire District



Safe Kids Oregon
800 NE Oregon Street, Suite 772
Portland, OR 97232
www.safekidsoregon.org
www.safekids.org

November 18, 2013

Charlotte Lehan, Chair
Clackamas County Board of Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

Honorable Charlotte Lehan,

I am writing this letter of support for American Medical Response (AMR) to continue as the contracted ambulance provider in Clackamas County. As Advisory Board Chair for Safe Kids Oregon, we have worked closely with AMR for more than 15 years in our efforts to prevent unintentional injuries to children.

As emergency services professionals, AMR shares and supports our mission to reduce the number one cause of death and disability to children in Clackamas County—unintentional injuries. AMR has supported these efforts by:

- their award-winning River Rescue program to prevent drowning,
- staffing child safety seat clinics where parents can receive instruction in safe transport of their children and discount child safety seats,
- participating in education, prevention and awareness activities on DUI prevention,
- serving as members of the Safe Kids Advisory Board impacting state policy and educational efforts around unintentional injury prevention for children,
- serving as members of the Pediatric Window Falls Task Force with targeted implementation efforts in Clackamas, Multnomah, Washington, Marion and Polk counties,
- and coordinating Safe Kids Portland Metro coalition with sponsored events, grant funding opportunities and educational programs through a network of coalition partners impacting families in Clackamas County.

Safe Kids Oregon relies on the terrific job that AMR provides as the Safe Kids Portland Metro lead agency. AMR was selected as the Lead Agency of the Year award in 2010. We rely on the expertise of staff and multiple educational opportunities sponsored by Safe Kids Portland Metro to impact children and families in Clackamas County with safety

education, safety items, volunteers, and media campaigns. AMR's community education programs are making a positive impact on the community at large.

My understanding is that AMR is compliant with all standards of their current ambulance contract with Clackamas County. On behalf of the Safe Kids Oregon Advisory Board, I am requesting you grant AMR a contract extension so they may continue to provide the exemplary service the citizens of Clackamas County has come to expect from their ambulance provider.

Feel free to contact me at 503-804-7129 with any questions or concerns. Thank you for your consideration.

Sincerely,



Tammy Franks
Advisory Board Chair
Safe Kids Oregon

Cc: Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Lininger
Commissioner Paul Savas
County Administrator Steve Wheeler
Community Health Director Cindy Becker



CITY COUNCIL

November 19, 2013

Chair John Ludlow and
Clackamas County Commissioners
2051 Kaen Rd.
Oregon City, OR 97045

Dear Chair Ludlow and Commissioners:

The Lake Oswego City Council would like to submit a letter of support urging the award of a contract for ambulance services to American Medical Response (AMR). Lake Oswego citizens have benefitted from the partnership our Fire Department and AMR has developed over the past several years. The service level and response time has saved many lives.

We appreciate the time and dedication shown by the County Commission in the selection process. While only one qualified response was submitted in response to the Request-for-Proposal, we believe the response from AMR to be worthy of approval. We are confident that they will continue to provide our citizens with the service level they have come to rely upon.

Thank you for your consideration.

Sincerely,

Mayor Kent Studebaker
on behalf of the Lake Oswego City Council



Canby Fire District

221 S. Pine Street
Canby, OR 97013
Bus. 503-266-5851 Fax 503-266-1320

November 20, 2013

Clackamas County Board of Commissioners
2051 Kaen Road
Oregon City, Oregon 97045

Dear Chair Ludlow and Commissioners:

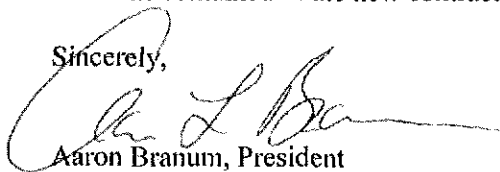
Thank you for the e-mail requesting input from Canby Fire District Board of Directors regarding the pending ambulance services contract in the Clackamas Ambulance Service Area. Representatives of our District have been actively involved in this process from the start, working with the EMS Council, Clackamas County staff, and other stakeholders to ensure a positive outcome for the agencies impacted by this contract and the citizens they serve.

Canby Fire District provides Advanced Life Support ambulance service to the Canby Ambulance Service Area, which includes our own fire district plus the Clackamas County area covered by Aurora Fire District. On an almost daily basis, we work closely with surrounding ambulance providers such as American Medical Response (AMR), Molalla Fire District, Woodburn Ambulance, and Life Flight to provide the best possible patient care and transport patients to the appropriate hospital ranging from Silverton to Portland. Canby Fire staff members understand the operational and administrative complexities and challenges of running an ambulance service because we do it every day. We have also found when it comes to public-private collaboration, Canby Fire has no stronger partner than American Medical Response.

We appreciate the fact that the County Commissioners, working with staff and an outside consultant, have conscientiously vetted all elements of the ambulance RFP and subsequent draft contract with AMR. There have also been a commendable number of opportunities for stakeholder input and public comment during this two-year process, always important in a decision of this magnitude.

We believe the RFP process has led to a draft contract containing remarkable levels of system integration, collaboration, and cost savings. On behalf of the Canby Fire District Board of Directors, I encourage the Board of Commissioners to move with due speed to ensure all elements contained in the new contract with AMR are in place as of May 1, 2014.

Sincerely,



Aaron Branum, President
Canby Fire District Board of Directors

Serve, Educate, Train & Protect
www.canbyfire.org

From: [Sandra Edwards](#)
To: [Contract Review](#)
Subject: Ambulances in CC
Date: Thursday, November 21, 2013 10:39:26 AM

I wish to submit my satisfaction with the care and medical services my husband received on three occasions from American Medical Response ambulances .

Not only did they handle the emergency situation for my husband. They kept me calm and informed . I had faith in the ability they were displaying and the speed with which they got him to the hospital

I heard that the county might switch ambulance Companies and that concerns me. My husband passed away in 2011 but I am still here and may need assistance and I'm familiar with AMR and urge the county to stay with a proven company

Sandra Edward
13682 SE Maple Lane
Milwaukie , OR

Sent from my iPhone

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BEGIN-ANTISPAM-VOTING-LINKS

Teach CanIt if this mail (ID 01KQjDo5I) is spam:

Spam: <https://mhub.clackamas.us/canit/b.php?i=01KQjDo5I&m=1f2c31003387&c=s>

Not spam: <https://mhub.clackamas.us/canit/b.php?i=01KQjDo5I&m=1f2c31003387&c=n>

Forget vote: <https://mhub.clackamas.us/canit/b.php?i=01KQjDo5I&m=1f2c31003387&c=f>

END-ANTISPAM-VOTING-LINKS

QUESTIONS REGARDING THE AMBULANCE CONTRACTING PROCESS

Submitted November 19, 2013

By Ryan Hari, Deputy Chief, Clackamas Fire District #1

1. Throughout the proposal, the proposer provides descriptions of multiple programs rather than specific promises. How does the county then distinguish between what is a "description" and what is a "promise"? As just one example, beginning on page 82, there is a lengthy and detailed description of the water safety program, yet there is no commitment or promise to provide the program in Clackamas County. To memorialize the specific promises, is it possible for the county to provide specific, detailed, contract language to avoid any future disputes or misinterpretations.

Clarifying language is proposed by County staff for sections 2 and 14.

RFP Section 3.1.4. is incorporated into the contract by Section 2 of the contract and already provides as follows: "This Request for Proposals (RFP) and all information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County."

2. It appears that staff has waived (or perhaps negotiated away) some of the minimum requirements from the RFP. As just two examples,

No requirements were waived.

- a. On page 42, the RFP states, "**Copies of all proposed subcontracts shall be included.**" No subcontracts were posted with the RFP. During the October 22 work session, staff indicated that the subcontracts are works in progress (my words not theirs) and that they are still being revised.

ANSWER: The proposal was responsive. AMR did not submit subcontracts with their proposal because AMR and potential subcontractors had not agreed upon them at the time the proposal was submitted to the County; this condition does not make the proposal nonresponsive. AMR and potential subcontractors are actively engaged in negotiating subcontracts which must be approved by the County before they would take effect. AMR's proposal did describe the entities and general nature of the proposed subcontracts.

- b. The RFP requires, on page 57, that the contractor shall, "...reimburse disposable and ALS medical supplies used by first responders when first responder personnel have provided treatment." The proposal appears unresponsive to this requirement. On page 145 of the proposal, it states "...for each 911 call our fire agencies respond to and AMR bills for service." No billing requirement exists in the minimums required in the RFP. The contract further varies from the minimum requirements by

more narrowly defining the types of supplies that would be considered and only allowing reimbursement for “**direct patient care, when the patient is transported.**” This contract language is a departure from the proposal, and the proposal is not responsive to the RFP requirements.

ANSWER: The proposal is responsive. The RFP required the contractor to develop mechanisms to exchange re-usable orthopedic appliances, and restock or reimburse disposable and ALS medical supplies used by first responders when first responder personnel have provided treatment. AMR proposed a continuation of the current mechanism for reimbursing first responders. There was no intention that the proposer be required to reimburse first responders for all supplies used in patient care regardless of whether or not an ambulance responded and a billing was sent.

How much latitude does staff have to waive or negotiate minimum requirements that are approved by the board?

ANSWER: County staff does not waive requirements. Elements of the proposal are subject to negotiation, but the contract must be approved by the Board of County Commissioners.

3. Two different proposals have been posted on the county’s website at two different times. Are there any differences in the two proposals other than the investigative releases?

ANSWER: No.

4. If a fire agency commits to participating as a subcontractor, will the county seek to ensure that it meets substantially the same requirements as the contractor?

ANSWER: The County will hold the Contractor accountable for fulfilling the requirements of the contract. It is important for the County to establish a single point of accountability for compliance with the contract and for meeting performance standards, and that is with the Contractor. Deviations from the contract requirements in subcontracts would be reviewed by the County if the Contractor proposes a specific subcontract. At that point the County would determine if the public interest is served by allowing the subcontractor to deliver particular services on behalf of the Contractor, while still holding the Contractor responsible for the results. The County at that point would have to balance the public interest in including the subcontractor against whatever requirements the subcontractor would be unable to fulfill because of its particular circumstances.

For example,

- a. Are subcontractors required to employ the same ambulance safety features as those employed by the proposer?

ANSWER: Addressed in subcontracts; reviewed by the County.

- b. Are subcontractors required to employ the same vehicle maintenance standards as those employed by the proposer?

ANSWER: Addressed in subcontracts; reviewed by the County.

- c. The same sustainability features (i.e. gasoline engines)?

ANSWER: No.

- d. The same collections policies, in particular when parties are sent to collections and the aggressiveness of collection efforts?

ANSWER: Addressed in subcontracts; reviewed by the County.

- e. The same electronic recordkeeping software (i.e. MEDS epcr)?

ANSWER: Must comply with data submission requirements of contractor.

- f. The same certifications (BCLS, ACLS, PHTLS, and PALS)?

ANSWER: Addressed in subcontracts; reviewed by the County.

- g. The same quality assurance components?

ANSWER: Addressed in subcontracts; reviewed by the County.

- h. The same complaint investigation process?

ANSWER: Addressed in subcontracts; reviewed by the County.

- i. Are the subcontractors' equipment exposed to the same 3-way lease arrangement and breach provisions as the proposer's? For example, will the county have the ability to seize assets of subcontractors in order to serve the community in the event of a breach?

ANSWER: No, the County has no direct contractual relationship to subcontractors.

- j. Are subcontractors legally obligated to follow the requirements of the Corporate Compliance program? (page 219)

ANSWER: Addressed in subcontracts; reviewed by the County.

- k. Will the county medical director be the medical director for the subcontractors?

ANSWER: Providers must follow protocols and meet clinical standards established by the County EMS Medical Director.

- l. Will subcontractors be held to the same posting plan?

ANSWER: No.

- m. Will subcontractors be required to eliminate shifts of 24 hours or longer?

ANSWER: No.

5. It is unclear that the cities of Oregon City and Happy Valley will be part of the urban zone as annexations and boundary adjustments are approved by the cities. How does the county intend to ensure response time equity among residents of the city as these changes take place?

ANSWER: Changes to the response time map are addressed in the Ambulance Service Plan, Section C.2.f. and are not part of the proposed contract.

6. What protections will the participating agency have in the future if the contractor decides to reduce its unit hour production to previous levels and not increase its contribution to the participating provider?

ANSWER: The agreements with participating agencies change the response time requirements that the contractor must meet. This performance contract does not require a specified number of unit hours.

7. How does the county ensure appropriate contributions to the system funding as wages and salaries, and therefore cost savings established through the participating agencies, change over time?

Clarification Requested from CCFD#1, please see page eight

8. On page 104, the proposal states, "to ensure that emergent capable units remain dedicated to the 9-1-1 system." Why is there no contract language requiring dedicated units as this is a major benefit to the system?

ANSWER: This is a performance based contract. Requiring dedicated units discourages the efficient use of assets and increases costs. Contractor is required to obtain County approval for use of its factors of production, and approval of Contractor's methods is contingent on the requirement that they be designed to enhance peak load capacity, improve disaster readiness, improve overall efficiency, and provide service (Section 11).

9. On page 33, the proposer commits to system investments by stating, "in the first year of the contract, proposer will invest more than \$2.5 million dollars to purchase new ambulances service vehicles and medical equipment to serve Clackamas County." How

does the county ensure that the entire system benefits if the investment is anything less than \$2.5 million?

Clarification Requested from CCFD#1, please see page eight

10. How will the county determine the source of funding for clinical upgrades and other proposals? For example, is MAT training a proposal? Will it be funded out of system upgrade accounts? Or will system enhancement dollars be requested?

ANSWER: The contractor is required to provide \$80,000 annually for their clinical upgrades; these are not upgrades for other agencies. The current multi-agency training (MAT) program is a collaboration of the current contractor and three fire agencies and receives system enhancement funds. The proposal does not replace this collaboration.

11. The RFP requires that the proposer must provide audited annual financial statements at no charge upon request of the county. Why is the request for audited financial statement not in the contract?

ANSWER: The contract requires a reviewed financial statement signed by a corporate officer. The County may request an audited financial statement which the contractor will provide at no cost to the county (Section 15).

12. In the event of a national or regional disaster, how does the county ensure that all required reserve and front-line ambulances (i.e. those secured by the 3-way lease) remain in the county (i.e. are not federalized) for the protection of Clackamas County citizens?

ANSWER: The ambulances supplied for the proposed contract are not part of the proposed FEMA cache.

13. Why does the county agree that 20 percent of the annual Cost Savings (roughly \$72,000 per year) will be set aside for hardship relief when only about \$1,750 has been used in the last 7 years?

ANSWER: This is incorrect information. Under the current contract, the contractor retains 15% of the total cost savings, and is eligible for up to 5% of the cost savings for uncompensated care (up to \$42,818 in CY 7). AMR received \$21,259.94 in January 2013. The 20% represents a combination of the separate percentages (15% plus 5%) from the previous contract. The new contract establishes the total 20% for hardship relief for customers unable to pay their ambulance bills.

14. In the table on page 19, "N/A" appears in the response criteria in the urban coordinated zone. This appears in conflict with Section 10.01.040 E. 3., of the County's ambulance service plan.

ANSWER: Page 19 of the proposal submitted by AMR provides a history of response time standards in Clackamas County. The urban coordinated zone did not exist prior to 2004 and has not yet been established for a new contract beginning May 1, 2014.

15. It is unclear whether the proposal is intended to provide for an 8-minute response time or a ten minute response time in the urban coordinated zone. Where can this clarification be found?

ANSWER: The RFP, Scope of Work C.1., page 44, states, "The Contractor will be required to meet the response time requirements for Priority 1, 2 and 3 calls in each zone and within each region of the County. The maximum average price should be calculated using the 8:00 and 12:00 minute response time requirements for urban areas."

On Page 9 of the contract, the contractor is required to meet the 8 minute response time unless contracts are in place between the County and participating providers.

16. Does the City of Sandy now qualify as an "Urban" area under the recent (2010) census using the minimum municipal size and population density criteria of the county Ambulance Service Plan?

ANSWER: The City of Sandy is in the suburban response time zone. Changes to the response time map are addressed in the Ambulance Service Plan, Section C.2.f. and are not part of the proposed contract.

17. How does the "evergreen" contract change over time? Because of the rate of change in the healthcare industry, it appears more and more likely that the standards established today will not be relevant in the future. How will the county EMS system be allowed to innovate patient care given the changes that are a head in the medical system? Will the county establish a process to reevaluate the contract on a periodic basis?

ANSWER: Proposed contract, Section 1.D., page 4: Public Interest Determination - Refusal of Extensions. The Board of County Commissioners may determine that significant changes in the EMS system design or the scope and/or performance requirements of the contract are in the public interest. Should this occur, the County will notify the contractor and attempt to negotiate the required changes in the contract. If the appropriate changes cannot be agreed upon within a reasonable amount of time, as determined by the Board of County Commissioners, the County may, notwithstanding any other provision of this contract, refuse to grant further extensions of the contract term. The contract also provides the County the option to establish new baseline rates every five years. Section 12 (D)(3) and (4).

18. Who owns the data? Clinical data? Response data? And AVL data? How will the aggregated data be redistributed to the EMS agencies that are providing data?

ANSWER: The County owns the data. Aggregated data will be reported to the EMS Council, Board of County Commissioners and the public.

19. The proposal offers a number of capital equipment upgrades. Where in the contract are these capital equipment upgrades? If the vehicles are not purchased, how will the cost of those vehicles be returned to the EMS system?

Clarification Requested from CCFD#1, please see page nine

20. The proposer offers to, "...build a cache of ambulances to place in service during disasters..." and that "Clackamas County will have a more powerful ambulance disaster response capability than any other county in Oregon." Why is there no requirement to comply with this commitment in the contract?

ANSWER: FEMA would not agree to allow use of the cache for local issues.

21. What is the proposed timeline for implementation of the AVL program? Will fire agencies be able to use this AVL program? Who will be able to "see" the map and ambulance positions generated by the AVL program?

ANSWER: If sufficient time is available, the AVL equipment will be installed on the contractor's ambulances and fire agency ambulances, if desired, at the time the contract is implemented on May 1, 2014. The AVL information will be available in participating PSAPs.

22. Should the annual multiplier for supply reimbursement be the same as the multiplier for rate increases? Could this be revisited every 5 years?

ANSWER: No.

23. What, if any, fees are allowed through this process and what, if any, fees are excluded?

Clarification Requested from CCFD#1, please see page nine

24. Does the lease arrangement between the county and AMR on default match the RFP, can the County legally agree to act in such a manner and is it good policy for the county to take on such duties in the event of a breach of the contract?

ANSWER: Yes, the lease agreement matches the RFP. Yes, the County can agree to act in such a manner. Policy is established by the Board of County Commissioners.

CLARIFICATIONS PROVIDED NOVEMBER 21, 2013

7. How does the county ensure appropriate contributions to the system funding as wages and salaries, and therefore cost savings established through the participating agencies, change over time?

Clarification provided: *Currently the transport provider annually adjusts its calculation for cost savings in the system based (in part) on wages and salaries. Does the county intend for this process to continue? If so, what will be the basis for future cost increases.*

ANSWER: The cost savings were established through the solicitation process to comply with Medicare and Medicaid anti-kickback provisions. They would not be adjusted over time, unless perhaps as a result of an establishment of a new baseline rate under section 12 (D)(4) of the contract.

9. On page 33, the proposer commits to system investments by stating, "in the first year of the contract, proposer will invest more than \$2.5 million dollars to purchase new ambulances service vehicles and medical equipment to serve Clackamas County." How does the county ensure that the entire system benefits if the investment is anything less than \$2.5 million?

Clarification provided: *The proposer budgeted for the purchase of the equipment and set its rates based on those purchases. If the purchases are not made, should the savings benefit be to the provider or to the EMS system? In other words, purchases that are avoided should cause the provider's budget to be recalculated and rates lowered, they should cause the provider to increase its funding to the system enhancement fund, they should provide some other equivalent benefit to the EMS system, or some combination of the three.*

ANSWER: Capital expenditures by a private sector Contractor are a benefit to the entire system when they are applied as factors of production by the Contractor.

Section 3.1.4. This Request for Proposals (RFP) and all information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

Section 12.D.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."

19. The proposal offers a number of capital equipment upgrades. Where in the contract are these capital equipment upgrades? If the vehicles are not purchased, how will the cost of those vehicles be returned to the EMS system?

Clarification provided: On page 161, the proposer offers multiple new vehicles: one new SUV for the supervisor, two vehicles assigned to the river rescue program, three 4x4 ambulances for the RAT program (included under the ambulance commitment), and one 4-wheel drive vehicle and medical supply trailer. It appears that these were intended to be "new" as proposed on page 33. As with question 9 above, how will the county ensure that the purchases are made, or ensure an equivalent benefit to the EMS system?

ANSWER: Section 3.1.4. This Request for Proposals (RFP) and all information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.

Section 12.D.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."

23. What, if any, fees are allowed through this process and what, if any, fees are excluded?

Clarification provided: The proposer offers a schedule of proposed rates. Is the proposer allowed to charge fees for services not included in its proposed rate schedule (i.e. a "first aid" charge or a "standby fee")? Or is the proposer allowed only to charge fees according to the fee schedule provided in the bid?

ANSWER: Section 12.D. The County determines rates for services provided.