

RESOLUTION NO. 1209

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH MULTNOMAH COUNTY
FOR EMERGENCY MEDICAL SERVICES.**

WHEREAS, Multnomah County has adopted Ordinance NO. 816 regulating the provision of emergency medical services and ambulance services; and

WHEREAS, Multnomah County allows for the enforcement of the ordinance in both the unincorporated portions of the County and within the boundaries of municipal corporations in the County upon execution of intergovernmental agreements for such enforcement; and

WHEREAS, the City of Troutdale desires that said services be regulated under and made subject to County Ordinance No. 816;

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
TROUTDALE**

That the Mayor is authorized to enter into an agreement with Multnomah County for emergency medical services.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: 10-13-95


George Martinez, City Recorder

Adopted: October 10, 1995

**AGREEMENT BETWEEN CITY OF TROUTDALE AND
MULTNOMAH COUNTY
FOR EMERGENCY MEDICAL SERVICES**

This AGREEMENT, entered into this ^{23rd} ~~10th~~ day of October, 1995, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County" and the CITY OF TROUTDALE, an incorporated city within Multnomah County, hereinafter referred to as "City".

The parties agree as follows:

1. County Ordinance no. 816, attached hereto as Attachment "A" and fully incorporated herein by this reference, and including amendments thereto which may be made from time to time, shall be enforced within City the same as if the ordinance were an ordinance of City. The term "Multnomah County" appearing in the ordinance shall be deemed to include City for purposes of this agreement.
2. The term of this agreement shall be from November 1, 1995 to November 1, 1996 unless terminated by either party by written notice on the other, thirty (30) days prior to the date of termination.
3. This agreement shall be automatically renewed for a successive one year term unless such notice is given.
4. County shall provide City with an annual report identifying services provided under this agreement.
5. This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements, discussions, or understandings.

CITY OF TROUTDALE, OREGON

MULTNOMAH COUNTY, OREGON


Paul Thalhofer, Mayor

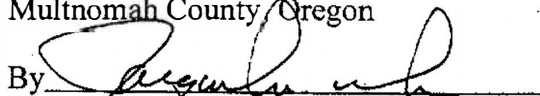

Billi Odgaard, Health Department Director

Dated: 10-13-95

Dated: 10/23/95

REVIEWED:

Laurence B. Kressel, County Counsel for
Multnomah County, Oregon

By 

Date 10/31/95

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 816

4
5 An ordinance repealing MCC Chapter 6.32 and adopting MCC
6 Chapter 6.33, Emergency Medical Service and Ambulance Code, in
7 order to implement the ambulance service plan for Multnomah County.

8 Multnomah County ordains as follows:
9

10 Section I. Findings.

11 1. On June 9, 1994 Multnomah County adopted an ambulance
12 service plan in conformance with ORS 823.180. (Ordinance 789)

13 2. MCC 6.32 currently regulates the provision of emergency
14 medical services within Multnomah County. However, MCC 6.32
15 predates the ambulance service plan and is not adequate to fully
16 implement the plan.

17 3. In order to fully implement the plan it is necessary to
18 repeal MCC 6.32, and replace it with a new Emergency Medical
19 Service and Ambulance Code, MCC 6.33.
20

21 Section II. Adoption of Code.

22 The Emergency Medical Service and Ambulance Code, attached
23 hereto as Exhibit A is adopted. The code shall become Chapter 6.33
24 of the Multnomah County Code.
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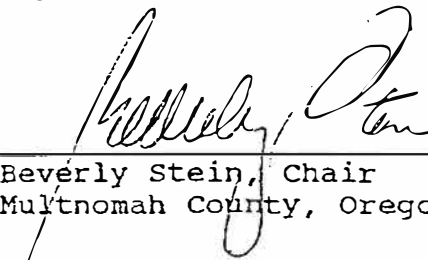
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1 Section III. Repeal.

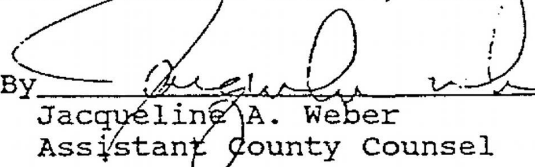
2 MCC Chapter 6.32 is repealed.

3
4 ADOPTED this 6th day of April, 1995, being
5 the date of its Second reading before the Board of County
6 Commissioners of Multnomah County, Oregon.



7
8 
9 _____
10 Beverly Stein, Chair
11 Multnomah County, Oregon

12 LAURENCE KRESSEL, COUNTY COUNSEL
13 FOR MULTNOMAH COUNTY, OREGON

14 By 
15 Jacqueline A. Weber
16 Assistant County Counsel

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EXHIBIT A

EMERGENCY MEDICAL SERVICE AND AMBULANCE CODE

MULTNOMAH COUNTY CODE 6.33

CONTENTS

6.33.005	TITLE
6.33.010	PURPOSE
6.33.015	REPLACEMENT
6.33.020	DEFINITIONS
6.33.030	LICENSE REQUIRED
6.33.035	EXEMPTIONS
6.33.040	LICENSE TYPE
6.33.043	AMBULANCE STAFFING
6.33.045	LICENSE REQUIREMENTS
6.33.050	APPLICATION FOR LICENSE
6.33.055	INSPECTION
6.33.060	ISSUANCE OF LICENSE
6.33.065	DENIAL, REVOCATION
6.33.070	LICENSE TERM
6.33.075	RENEWAL
6.33.080	NOTIFICATION OF CHANGE
6.33.085	AMBULANCE IDENTIFICATION
6.33.090	PROHIBITED ACTIVITIES
6.33.095	VIOLATIONS
6.33.096	PENALTY, ADDITIONAL REMEDIES
6.33.098	APPEALS
6.33.099	EFFECT OF HEARING
6.33.100	MEDICAL DIRECTION
6.33.105	ON-LINE MEDICAL DIRECTION
6.33.110	MEDICAL ADVISORY BOARD
6.33.115	TRAINING AND EDUCATION
6.33.200	EMS ADMINISTRATION
6.33.300	QUALITY MANAGEMENT/IMPROVE
6.33.400	EMS FIRST RESPONSE
6.33.450	AMBULANCE SERVICE AREA
6.33.455	AMBULANCE SERVICE CONTRACT
6.33.460	REASSIGNMENT
6.33.500	CHARGES FOR SERVICE
6.33.505	RATE ADJUSTMENT DEFINITIONS
6.33.510	CONTRACT/RATE COMMITTEE
6.33.515	RATE ADJUSTMENT PROCEDURE
6.33.520	ORDERS
6.33.525	CRC RATE REVIEW PROCEDURES
6.33.530	APPEALS TO BOARD
6.33.535	CRC CONTRACT REVIEW
6.33.600	AMBULANCE DISPATCH
6.33.625	CODE-3 RESPONSE
6.33.650	COMMUNICATIONS
6.33.655	HOSPITAL AVAILABILITY
6.33.700	MASS CASUALTY INCIDENTS
6.33.750	SPECIAL RESPONSE

6.33.005. Title.

This chapter may be cited as the "Multnomah County Emergency Medical Services and Ambulance Code" and may be so referred to.

6.33.010. Purpose.

(A) The Board has determined that it is necessary to regulate providers of emergency medical services and ambulance services to assure that the citizens of Multnomah County receive prompt, effective, efficient, coordinated, and consistently high levels of pre-hospital care before and during transport to a medical facility.

(B) Ordinance 789 (June 9, 1994) adopts the ambulance service plan for Multnomah County. This chapter provides for the implementation of that plan.

6.33.015. Replacement.

This chapter replaces Multnomah County Code Chapter 6.32.

6.33.020. Definitions.

As used in this chapter, unless the context requires otherwise.

"Administrator" means the administrator of the office of Emergency Medical Services of the Health Department of Multnomah County, Oregon.

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.

"Ambulance Services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of pre hospital medical or emergency care, if necessary.

"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of County, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a County emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire County and by meeting the other requirements of the Oregon Administrative Rules (OAR).

"Appeals Hearing Officer" or "Hearings Officer" means the person or persons designated to conduct contested case hearings concerning actions in licensing and rate regulation under this chapter.

"Board" means the Board of County Commissioners of Multnomah County, Oregon.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"Contract Compliance and Rate Regulation Committee" (CRC) means the committee appointed by the Board to review contract compliance and to review and recommend rate adjustments.

"CHORAL" means the on-line computer link among all the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"Critical Care Transport" (CCT) means an ambulance providing transport between medical care facilities and providing care at the level of a hospital critical care unit.

"County" means Multnomah County, Oregon.

"Division" or "State" means the EMS Section, Oregon Health Division, Department of Human Resources.

"Do business in Multnomah County" means to provide emergency ambulance service, non-emergency ambulance service, or other emergency medical service in Multnomah County, provided however, that transporting patients from

outside the County to a destination within the County only shall not be considered doing business within the County.

"Effective provision of ambulance services" means ambulance services provided in compliance with the County ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the County ambulance service plan provisions for provider selection.

"Eight Hundred MHz (800 MHz)" means a radio system used for emergency communications throughout the County.

"Emergency Medical Dispatcher" (EMD) means a person who is certified as an EMD by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those pre-hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, first responder services, ambulance services, patient care, communications, system evaluation, and public education.

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency medical services within the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels defined in ORS Chapter 823.

"Employee" means an employee, agent, or EMT employed by a licensee.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are currently fire departments throughout the County.

"HEAR" means an identified radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"License" means a non-transferable, non-assignable permit, personal to the person or corporation to whom it is

issued, issued by the administrator, authorizing the person or corporation to do business in Multnomah County.

"Licensee" means a person or corporation possessing a valid license under this chapter.

"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"Medical Advisory Board" (MAB) means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in this chapter.

"Medical Resource Hospital" (MRH) means that hospital, contracted to MCEMS, to provide on-line medical control to EMTs.

"Multnomah County EMS (MCEMS)" means that organizational division within the Health Department responsible for the administration and coordination of the EMS system in the County.

"Non-Emergency Ambulance" means an ambulance, licensed by the County under this chapter, that provides routine medical transportation to patients who do not require emergency response.

"On-line Medical Control" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity providing emergency ambulance or first response to medical emergencies.

"Provider Selection Process" means the process established by the County for selection of an exclusive emergency ambulance service provider.

"Public Safety Answering Point" (PSAP) or "9-1-1" means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

"Urban Growth Boundary" (UGB) means the planning boundary developed by METRO that delineates the areas considered "urban" and "rural" for purposes of this chapter.

"User Fees", EMSMD Fees, or "Franchise Fees" means the fees established under Multnomah County Code, payable by the

provider to the County, for system administration, regulation, and medical supervision.

6.33.030. License required.

It shall be unlawful for any person to do business in Multnomah County without a license issued under this chapter.

6.33.035. Exemptions.

This chapter shall not apply to:

(A) Vehicles owned or operated by the Federal government.

(B) Vehicles being used to render temporary assistance in the case of public catastrophe or emergency with which the licensees and other defined units are unable to cope.

(C) Vehicles operated solely on private property, the incidental crossing of public streets or roads notwithstanding.

(D) Persons operating vehicles under subsections (A) through (C) of this section.

6.33.040. License Types

(A) There shall be three types of ambulance licenses available in the County:

- (1) Advanced Life Support (ALS).
- (2) Basic Life Support (BLS).
- (3) Air Ambulance.

(B) Marine Ambulances shall be considered as either (1) or (2) above.

(C) In addition, the EMSMD may designate a license type for Critical Care Transport (CCT).

(D) MCEMS shall promulgate rules for each type of ambulance that specify staffing, equipment, supplies, use, operating policies, and other pertinent requirements for doing business in the County.

(E) The authorization to respond to emergency medical calls is not a condition of license and such authorization must be separately obtained under Section 6.33.455 of this chapter.

6.33.043. Ambulance Staffing.

(1) ALS ambulances responding to emergency calls shall be staffed with two(2) EMT-Paramedics.

(2) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one(1) EMT-Paramedic and one(1) EMT-Basic.

(3) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this chapter.

(4) All other ambulances will be staffed with EMT-Basic or EMT-Intermediates whose orders and level of service will be specified by the EMSMD and which will allow for the medically appropriate transportation of patients with the most cost effective staffing.

6.33.045. License Requirements

To obtain a license and remain a licensee, each applicant must:

(A) Meet all Federal, State, and County requirements for the operation of an ambulance.

(B) Comply with the application and license renewal requirements under this chapter.

(C) Maintain vehicles and equipment in accordance with standards, requirements and provisions of state statutes and rules and in accordance with the provisions of this chapter.

(D) Maintain, and make available as requested by MCEMS, a patient care record for each ambulance call, dispatch records, both written and recorded, for all calls and requests for service, and other information pursuant to this chapter.

(E) Prohibit from practice, any EMT or EMT trainee who suffers suspension, revocation, or termination of certificate by the state health division, or who is not currently approved for practice by the EMSMD.

(F) Identify and mark ambulances in accordance with this chapter.

(G) Meet all other applicable requirements under this chapter.

(H) Pay to County all fees required under this chapter.

6.33.050 Application for License.

(A) Application for a license issued under this chapter shall be made on forms provided by MCEMS and containing information found necessary to achieve the purposes of this chapter. This will include a schedule of rates to be charged by the licensee.

(B) A license fee of \$250.00 for each ambulance operated by the applicant shall accompany the license application. No application will be considered without the accompanying fee.

(C) No additional fee shall be charged for an ambulance that is replacing a currently licensed ambulance during the license period.

(D) The fee shall cover the annual license period and shall not be prorated for less than the period.

(E) Fees under this section shall not apply to governmental providers of EMS (unless under contract to the County), rural fire protection districts, or volunteer ambulance companies.

6.33.055. Inspection.

(A) Within thirty (30) days of the receipt of an application for a new license, MCEMS shall inspect and test each ambulance for which a license is requested.

(B) Subsequent inspections of licensed ambulances may be made from time to time to determine continued compliance with this chapter.

6.33.060. Issuance of License.

The administrator shall issue a license upon finding that:

(A) An accurate and complete application has been submitted and all fees, if required, have been paid;

(B) Insurance policies as required by State and County are in force;

(C) Ambulances, equipment and personnel meet all requirements of state law and this chapter;

(D) Personnel staffing the ambulance are approved for practice by the EMSMD;

(E) All County rules and regulations governing the operation of an ambulance service and other applicable rules and regulations have been met;

(F) A schedule of charges for service have been filed with MCEMS.

6.33.065. Denial of Application; License Revocation.

(A) In the event that an applicant's request for a license is denied, or revoked or suspended, the administrator shall provide the applicant or licensee with a written notice of the action, clearly stating the facts and conclusions and ordinance or rule provision upon which the action is based. This applicant must be advised of the right to appeal and the time within which such appeal must be filed. The applicant may then appeal under Section 6.33.098 of this chapter or file an amended application without an additional fee.

(B) Fees submitted with an application that is denied are not refundable.

(C) Any person whose license has been denied or revoked may, after one year from the date of denial or revocation, reapply for a license upon submittal of a new application and the required fees under Section 6.33.050 of this chapter.

6.33.070. License Term

The initial license shall be for a period to terminate with the conclusion of the fiscal year of the County. Renewed licenses shall be for a period of twelve (12) months.

6.33.075. Renewal

(A) Renewal applications shall be made no later than thirty (30) days prior to the license expiration date.

(B) Fees for the renewal of a license shall be the same as the fees for an initial license and shall be paid at the time of the renewal application.

(C) Where a licensee has made a timely application for renewal, such license shall not be deemed to expire, despite any stated expiration date on the license, until a formal order granting or denying the license has been issued.

6.33.080. Notification of Change in Circumstances.

If the status of a licensee under this chapter changes in regard to the number of ambulances owned or operated, the sale or discontinuance of the business, or anything substantially changing the information contained in the initial application, the licensee must immediately inform MCEMS of such changes.

6.33.085. Ambulance Identification; Advertisement.

(A) All ambulances shall meet all identification requirements specified in state and federal statute.

(B) Ambulances under contract to the County for emergency medical response shall be identified as specified in the contract and shall not display any telephone number other than "9-1-1"

(C) Ambulances not under contract for emergency medical response may not display words such as "paramedic unit", "medic unit", "advanced life support", "emergency", or other words indicating a level or type of medical care provided.

(D) Ambulances not under contract to the County may not advertise on the ambulance or in any other way that they provide emergency medical response. They may not display "9-1-1" on the ambulance.

6.33.090. Prohibited Activities.

No applicant or licensee, applicant or licensee's employee, or any other person doing business under this chapter shall:

(A) Make a false statement of a material fact, or omit disclosure of a material fact, in an application for a license;

(B) Monitor or intercept police, fire, medical, or other radio dispatch or transmission with the intent of providing service or for profit or gain;

(C) Solicit information as to accident locations by payment of any form of gratuity;

(D) Charge for services not performed, make duplicate charges for the same service, or charge rates exceeding those on file with MCEMS;

(E) Perform the services of an EMT unless authorized by state law, this chapter, and the requirements adopted thereunder;

(F) Respond by ambulance to an emergency call unless so authorized by BOEC or under a provision of this chapter;

(G) Falsify, deface, or obliterate a license or certificate required under this chapter;

(H) Transport an emergency patient in any other vehicle other than a licensed ambulance and to any other facility other than a hospital emergency department unless otherwise allowed for in this chapter.

(I) Receive on-line medical advice from any other source other than Medical Resource Hospital (MRH) unless communications with MRH are unavailable.

6.33.095. Violations

(A) The administrator shall, upon finding that a violation of this chapter or applicable federal, state, municipal, or County laws, ordinances, rules, or standards and requirements affecting emergency medical services has occurred, provide written notice to the licensee, and shall demand that if correctable, the violation be corrected within not more than thirty (30) days from the date of notice, and/or, subject to the authority of the administrator, to immediately suspend or revoke a license under Section 6.33.099 of this chapter.

(B) In the event of a notice under subsection (A) of this section:

(1) The licensee shall notify MCEMS when corrective action, if required, has been taken.

(2) If a licensee fails to take required corrective action in the time required, the licensee may be fined or the license may be revoked or suspended, subject to appeal under Section 6.33.098 of this chapter.

(3) Notice shall be in writing. Mailed notices shall be given to the last known address of the licensee and shall be considered given at the date of mailing.

6.33.096. Penalty; Additional Remedies.

(A) Violation of this chapter shall be a County offense and may be punished by a civil penalty of not more than \$10,000.

(B) A schedule of fines to be levied for violations of this chapter shall be found in EMS administrative rule.

(C) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(D) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.

6.33.098. Appeals.

(A) A person receiving a notice of denial, refusal to renew, suspension, or revocation of license, or a violation as provided in this chapter, may request a hearing by an appeals hearing officer by filing a written request with the administrator within ten (10) days of the date of the notice, setting forth reasons for the hearing and the issues to be heard.

(B) The administrator shall, upon receipt of a timely request, notify the hearings officer who will set a time and place for the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing and notify the parties.

(C) The hearing shall be conducted by the hearings officer in accordance with the most recently published Attorney General's Model Rules of Procedure.

(D) The hearings officer shall issue a final order within thirty (30) days of the termination of the hearing.

(E) An appeal of the final order, may be filed within ten (10) days of the date of the order, with the clerk of the Board, who shall schedule a hearing before the Board and notify the parties.

(F) The Board may confirm, alter, or revoke the order of the hearing officer and the action of the Board shall be considered final.

(F) A licensee who is unsuccessful in an appeal to a hearings officer or in any subsequent appeal to the Board, shall reimburse the County for the fee paid to the hearings officer.

6.33.099. Effect of Filing a Hearing Request.

Filing of a hearing request shall abate any further proceedings by the administrator, provided however, that in any case where the EMS Medical Director or the County Health Officer finds a serious danger to the public health or safety, the administrator may suspend or refuse to renew a license without a hearing. The effected licensee receiving such a notice may request a hearing with the Board of

Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

6.33.100. Medical Direction and Supervision.

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of licensed ambulance services within the County and working within the County. In addition, the EMSMD may serve as the physician supervisor for EMTs employed by EMS first responder agencies, by agreement with the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care, consistent with the Ambulance Service Area plan and including, but not limited to:

(a) Dispatch and pre-arrival protocols;

(b) Transport triage criteria and protocols;

(c) Specific requirements for EMTs working within the County;

(d) Approved equipment, supplies, and drugs;

(e) Patient care protocols;

(f) Medical criteria for response times;

(g) Patient transfer criteria; and

(h) Critical care inter-facility transport criteria.

(D) Assistants to the medical director.

(1) The EMSMD may appoint assistants to help carry out the duties assigned to the Medical Director. The EMSMD retains the sole responsibility for all assigned duties.

(2) Funding for assistants to the EMSMD, if any, shall be recommended by the administrator.

(E) The EMSMD may appoint committees or individuals as deemed necessary, to provide advice regarding the duties of the medical director.

(F) The EMSMD may not implement protocols nor take other actions that would change the patient care standards specifically identified in the Ambulance Service Area Plan or in this chapter without approval by the Board of County Commissioners.

(G) The administrator is authorized to collect fees from employers of EMTs to off-set the cost to County for the EMSMD and any assistants. These fees shall be limited to the salary and benefits of the EMSMD and agents. Fees will change only with compensation changes.

6.33.105. On-line Medical Control.

(A) On-line medical control shall be provided by a Medical Resource Hospital (MRH).

(B) Standards for the MRH shall be determined by the EMSMD and implemented through a performance agreement between MRH and MCEMS.

(C) Compensation for MRH services shall be recommended by the administrator and approved by the Board of County Commissioners.

6.33.110. EMS Medical Advisory Board.

(A) There is created an EMS Medical Advisory Board (MAB) which shall consist of the following persons:

(1) Three physicians, interested and involved in pre-hospital emergency care, one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH;

(2) One physician, recommended by the County Health Officer as a member-at-large;

(3) One nurse, specializing in emergency care, and recommended by the Emergency Nurses Association;

(4) Two paramedics recommended by organizations representing paramedics.

(B) Members shall be appointed by the Board for terms of three years.

(C) Responsibilities shall include:

(1) Provision of advice to the EMSMD and MCEMS;

(2) An annual report to the Board of County Commissioners on the effectiveness of pre-hospital medical care provided by the EMS system to the citizens of Multnomah County.

(D) The chair of the MAB shall be appointed by the EMS Medical Director.

(E) Members shall be reimbursed for expenses authorized by the administrator .

6.33.115. Training and Education.

(A) All training and continuing education for EMTs will be provided through a coordinated educational program approved by the EMSMD.

(B) The program will offer education and training opportunities which include state recertification requirements, issues identified as a result of the quality improvement process, new, "state-of-the-art" information, changes in patient care protocols, and other pertinent topics.

(C) Current and additional training and education resources from the public and private sectors will be used to provide these activities to EMTs. They will be coordinated to insure their maximum use and availability.

(D) Particular attention will be paid to the training needs of the volunteer rural first responders and system resources will be made available to assist in meeting these needs.

(E) Training and education standards, EMT attendance requirements, and County specific education and training requirements shall be the responsibility of the EMSMD.

(F) There may be appointed, an "education coordinator" to assist the EMSMD. This position may be employed by the County or provided under contract to the County. This position may be funded from EMS system revenues as specified by the administrator.

6.33.200. EMS Program Office, Administration.

(A) There shall be within the County Health Department an EMS program office (MCEMS) which is responsible for the implementation, regulation, coordination, and enforcement of this chapter, the ambulance service plan and other EMS planning, and the administration of the emergency ambulance service contract.

(B) The responsibilities in (A) above may be accomplished through the promulgation of administrative rules, by the administrator, in accordance with the County's administrative rule process. All such rules that pertain to patient care, EMT practice, ambulance equipment and supplies, and other medical matters shall be approved by the EMSMD prior to implementation.

(C) The administrator is delegated the authority for the enforcement of this chapter including the requirement for the production of relevant records, documents, and recordings. The administrator shall have the authority to subpoena such records when necessary to insure their production.

(D) The administrator may hold hearings on matters of compliance with this chapter and subpoena and require attendance of witnesses at such hearings.

(E) The administrator may appoint committees or individuals, as deemed necessary, to provide advice to the administrator.

6.33.300. System Quality Management and Improvement.

(A) All licensees are required as a condition of license, and all other EMS providers are encouraged, to participate in the quality management program for the EMS system. Participation includes:

(1) Providing patient care data, dispatch and call determination data, EMT training and education information, vehicle maintenance information, EMT rosters, patient or other complaints, and other data and information determined by MCEMS to be necessary for the quality management process. This data is to be provided in a form and frequency to be determined by MCEMS;

(2) Serving on review bodies, committees, problem solving groups, as may be required;

(3) Implementing system changes and modifications in a timely manner;

(4) Maintaining an internal quality improvement process and providing information on the problems and outcomes to the system program;

(B) All data, information, and proceedings associated with the quality management program that could identify patients, specific events, patient medical conditions, locations, or other possible identifiers shall be considered confidential and protected from discovery in accordance with ORS Chapter 1079.

(C) There shall be a quality management committee, chaired by the EMSMD, and responsible for the development, implementation, and on-going monitoring of the quality management and improvement process.

6.33.400. EMS First Response

(A) MCEMS shall enter into agreements with all agencies providing medical first response. These agencies are fire departments and districts, police or sheriff, or other public emergency responders. These agreements shall include, but are not limited to:

- (1) Types of call response and dispatch protocols,
- (2) Response time goals,
- (3) Level of personnel training and staffing,
- (4) Educational and training support provided by MCEMS,
- (5) Equipment, supply, or other support from MCEMS,
- (6) Quality management participation,
- (7) Medical supervision through the EMSMD.

6.33.450. Emergency Ambulance Service Area.

(A) All of Multnomah County comprises a single ambulance service area served by a provider selected by the board and operating under contract or intergovernmental agreement with the County which specifies the conditions of service.

(B) In order to insure the most effective medical response with the resources available MCEMS will:

(1) Enter into an exclusive emergency ambulance service contract with a qualified ambulance service provider.

(2) Designate response time zones within the ambulance service area. Each zone will have a response time requirement for each level of service.

(3) The zones designated in (1) above will be incorporated into the contract for emergency ambulance service.

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah County when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

6.33.455. Exclusive Emergency Ambulance Service Contract

(A) The exclusive provider of emergency ambulance service for the single ASA in the County shall be selected through a competitive proposal process by the Board of County Commissioners.

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider.

(C) The contract for emergency ambulance service shall specify all performance and operational criteria not otherwise stated in this chapter. The selected emergency ambulance provider shall enter into an agreement with the County that includes, but is not limited to, the following:

(1) The qualifications required to provide service under the agreement;

(2) Performance criteria such as response time requirements, area coverage, staffing;

(3) Charges for service;

(4) Information and data reporting requirements;

(5) The relationship between the parties to the agreement;

(6) Specifics of participation in the EMS system quality improvement program;

(7) Medical supervision requirements;

(8) Remedies for failure to meet the tenants of the agreement; and

(9) Fee requirements for medical supervision and program management and support.

(3) The contract shall have specific requirements that insure appropriate policies effecting the employees of the provider. These requirements include:

(1) A workforce diversity plan that meets all federal, state, and local standards. The plan must include a specific process for the recruitment and retention of women and minority EMTs.

(2) Agreement to provide employment consideration and priority to paramedics displaced from employment with the providers in Multnomah County prior to the contract implementation to the extent that positions are available.

(3) Providing an Employee Assistance Program (EAP) to all EMTs. The EAP programs in force by the County and the city of Portland shall serve as the standard for evaluation of offered programs.

6.33.460. Reassignment

(A) Should the contracted provider resign its interest in the ASA or should the County terminate the agreement, the County shall then select a replacement provider(s) by a method recommended by the administrator and approved by the Board.

(B) At the end of the term of the contract the Board may exercise its option of renewing the contract or seeking a replacement provider.

6.33.500. Ambulance Charges for Service.

(A) All licensees under this chapter shall provide MCEMS with a schedule of the charges (fees) for services they provide. This schedule must be current at all times.

(B) No charge for service may exceed that which is listed on the most recent schedule on file at MCEMS.

(C) Charges for services provided under contract to the County shall be limited to those specified in the contract and may not be changed, adjusted or modified except through the rate adjustment proceeding.

6.33.505 Rate Adjustment Definitions.

"Applicant" means a provider whose rates are regulated pursuant to this chapter and who requests or applies for a rate adjustment.

"Intervenor" means a person whom the Contract Review Committee (CRC) or the hearings officer has allowed to participate in a proceeding subject to the rights provided by these Rules.

"Officer" means a hearings officer to whom the County has delegated authority to conduct hearings pursuant to these rules.

"Operating expenses" or "allowable costs" means those costs attributed to the provision of emergency medical services provided under the exclusive provider agreements required by this chapter.

"Party" means a provider whose rates are regulated pursuant to this chapter and any person admitted as an intervenor pursuant to these Rules.

6.33.510. Contract Compliance and Rate Regulation Committee (CRC).

(A) There shall be a Contract Compliance and Rate Regulation Committee (CRC), appointed by the Board of County Commissioners, upon the recommendation of MCEMS.

(B) The CRC shall be comprised of the following members:

(1) A person with expertise in ambulance operations;

(2) An attorney with health care expertise;

(3) A person in the business of health care administration or health care financing;

(4) An accountant;

(5) An EMS provider not regulated by this chapter;

(6) A citizen residing within Multnomah County.

(C) The CRC will meet and review the response times and other performance requirements of the ambulance service contract and make recommendations to the EMS Administrator. The CRC will review all requests for rate adjustments and make recommendations to the EMS Administrator.

(D) The initial rates incorporated in the exclusive ambulance service contract shall be verified and recommended

to the Board by the RFP evaluation committee, acting as the Contract Compliance and Rate Regulation Committee for purposes of this initial review.

(E) The CRC shall develop criteria to be used for rate adjustment decisions; to be approved by the Board.

6.33.515. Rate Adjustment Procedure.

(A) A request for a rate adjustment may be made by a licensee whose rates are regulated by this chapter or by MCEMS. This process is for contested rate increases or unusual rate increase requests. The exclusive ambulance contract rate adjustment formula is not subject to this section.

(B) The rate adjustment procedure is a contested hearings process with an appointed hearing officer that allows all interested, qualified parties to participate. The order of the hearing officer is forwarded to the CRC for final determination of the rates to be charged.

(C) There are a variety of persons who may participate in rate proceedings conducted by the County. They include the contracted provider of emergency ambulance service, other providers of ambulance service, third party payers for ambulance service, MCEMS, employees of ambulance companies, and users of emergency ambulance service.

(D) The regulated provider shall submit to the rate hearing a reviewed financial statement prepared by a certified public accountant or, if a public provider, by the appropriate financial officer.

(E) Financial statements shall be in a form and include accounts as required by MCEMS. The statements shall show only allowable costs as specified in the ambulance service contract and also shall show total costs for all accounts that require an allocation to determine allowable costs including the application of the allocation methodology to the total costs.

(F) Any person who resides or does business in Multnomah County may petition to intervene in any proceeding conducted under this section. The petition to intervene shall contain the following information:

(1) The name and address of the petitioner;

(2) The name and address of the attorney, if any, representing the petitioner;

(3) If the petitioner is an organization, the number of members in and the purposes of the organization;

(4) The nature and extent of the petitioner's interest in the proceeding;

(5) The issues the petitioner intends to raise at the proceeding; and

(6) Any special knowledge or expertise of the petitioner which would assist the County in resolving the issues in the proceeding.

(G) If the hearings officer finds the petitioner has sufficient interest not otherwise represented in the proceeding and the petitioner's appearance and participation will not unreasonably broaden the issues, burden the record, or unreasonably delay the proceeding, the hearings officer shall grant the petition.

(H) The hearings officer shall set the time and place for a hearing on the proposals for a rate adjustment. The hearing shall be held within 15 days of the time fixed by the administrator for receipt of the schedules of proposed rates. Notice shall be served on all parties at least 30 days prior to the date of the hearing, in person, by mail, or by any other reasonable means of delivery.

(I) MCEMS may request of any party the production of documents relevant to the determination of any issue currently a part of a rate setting proceeding under this chapter. The request shall set forth the general relevance and reasonable scope of the documents sought. A party may return with any requested documents a form protective order providing for the confidentiality of those documents. The form protective order shall be provided by MCEMS with each and every request for documents. Should a party refuse to produce the requested documents, the administrator may issue a subpoena for the documents.

6.33.520. Orders.

(A) The hearings officer shall issue a written recommended order, no later than 30 days after the date on which the hearing was closed, which shall be based solely on the record made at the hearing and shall forward that order to the CRC.

6.33.525. CRC Rate Review Procedures.

(A) The CRC shall schedule a review of the recommended order, which shall be held no more than 30 days after service of the recommended order.

(B) CRC review of final recommended orders shall be confined to the record of the proceeding below, which shall include:

(1) All materials, submitted by any party and received by the hearings officer;

(2) All materials submitted by staff to the hearings officer;

(3) The transcript of the hearing below;

(4) The findings and conclusions of the hearings officer.

(C) The CRC may allow oral or written argument by the parties.

(D) Parties shall limit their argument to the CRC to issues regarding an error of law or fact in the order which is essential to the decision and which the party raised in exceptions filed under these Rules.

(E) The CRC may affirm, reverse, remand, or modify the decision of the hearings officer.

(F) The CRC shall prepare a decision which shall include written findings of fact and conclusions, based upon the record. The CRC shall serve the decision upon all parties to the hearing.

(G) Unless appealed to the Board within the time specified, the decision of the CRC shall be final and non-appealable.

6.33.530. Appeals to Board of Commissioners.

(A) Within 10 days from the date a decision of the CRC is served, a party may file an appeal with the Board.

(B) The appeal to the Board shall specify:

(1) The portion of the challenged order which the appellant contends is erroneous or incomplete;

(2) The portion of the record, laws, or rules relied upon to support the appeal;

(3) The change in the order which the Board is requested to make;

(C) The Board may grant an application for an appeal if the applicant shows that there is an error of law or fact in the order which is essential to the decision and which the

party appealing raised in exceptions filed under these Rules.

(D) The Board may affirm, reverse, remand, or modify the decision of the CRC.

(E) The Board's decision shall become final at the close of business on the 10th day after service of the decision on the parties.

6.33.535. CRC Contract Compliance Review Procedures.

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

6.33.600. Ambulance Dispatch.

(A) Dispatch for contracted ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, medical information requirements (pre-arrival instructions), and data requirements shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited

from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

6.33.625 Code-3, (Priority 1, Lights and Sirens).

(A) "Code-3" or "Priority 1" means driving an emergency vehicle with the aid of warning lights and sirens.

(B) Ambulances may respond to a call Code-3 only when dispatched by BOEC.

(C) Ambulances are prohibited from responding to a hospital or other facility, for the purpose of initiating a non-patient call (e.g. pick up of a transport team), code-3.

(D) Any ambulance use of code-3 driving other than to respond to an emergency call dispatched by BOEC, deliver a patient to a hospital, or to deliver a transplant organ to a hospital shall be reviewed by MCEMS for appropriate use of code-3 driving. "Appropriate" is defined as responding to save the life of a patient.

6.33.650. Communications.

(A) Each ambulance shall be equipped with radios and/or other communication equipment as specified by MCEMS.

(B) All ambulances will be equipped, at a minimum, with a radio that allows communication with their dispatch center and the receiving hospitals.

(C) Each receiving hospital and MRH will communicate with ambulances on radio equipment specified by MCEMS.

(D) It shall be the responsibility of each licensee to purchase, install and maintain such equipment. The County shall not be responsible for any cost associated with this equipment.

(E) The policies for the use of such equipment, the security of the equipment, and system access requirements shall be promulgated by MCEMS in conjunction with the City of Portland and other parties involved in radio system operations.

6.33.655. Hospital Availability, Ambulance Diversion.

(A) Information regarding the ability of hospitals to receive ambulance transported patients shall be provided to ambulance units, by BOEC, using the CHORAL system.

(1) Each receiving hospital wishing to change its receiving status from time to time shall be equipped with the necessary computer and other requirements for participation in the CHORAL system. Hospitals not participating in the CHORAL system shall be considered available for ambulance transports at all times.

(2) Ambulance companies may have CHORAL equipment for purposes of monitoring the system. The BOEC CHORAL computer information shall be the official information for the CHORAL system.

(B) Ambulances may be diverted from an intended hospital destination based only on the information provided by the CHORAL system. In the event of a failure of the CHORAL system, other means of communication, as authorized by the administrator, may be used to convey the hospital status.

(C) Nothing in this chapter is intended to supersede any state or federal laws or regulations regarding ambulance diversion or patient destination.

6.33.700. Mass Casualty Incidents (MCI)

(A) The MCI plan, as attached to the EMS administrative rules, shall serve as the guide for the response of first responders and ambulances and the care and transportation of persons, when the number of persons meets the criteria for implementation of the plan. This plan shall be reviewed from time to time by the EMSMD and modified when necessary to insure that current standards of care are being met.

(B) It is the intent that the MCI plan will be developed and maintained on a regional basis.

(C) Any licensed ambulance may be required to respond to a mass casualty incident. Those ambulances not under contract to the County will be used only at the request of the EMS administrator or by EMS approved protocol.

6.33.750. Special responses.

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are

the responsibility of the fire first responders, and in the case of search and rescue, the sheriff.

(B) Response by specialized units of the ambulance providers shall be only at the direction of the responding provider in (A) above, through BOEC dispatch.

RECEIVED
10-3-95 *SM*
RECORDER'S OFFICE
CITY OF TROUTDALE

MULTNOMAH COUNTY
AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

1 THIS AGREEMENT made and entered into this twentieth (20) day
2 of July, 1995, by and between Multnomah County, a political
3 subdivision of the State of Oregon, hereinafter referred to as
4 "County", and Buck Medical Services, dba American Medical
5 Response, Northwest, hereinafter referred to as "Contractor";

6 WITNESSETH:

7 WHEREAS, Oregon law requires counties to develop a plan
8 relating to the need for and coordination of ambulance services
9 and to establish ambulance service areas (ASAs).

10 WHEREAS, Multnomah County adopted an ambulance service plan
11 which was approved by the State Health Division on June 22, 1994.

12 WHEREAS, said ambulance service plan and Multnomah County
13 Ordinance No. 789 established ambulance service areas (ASAs) for
14 the County and established a process for soliciting proposals
15 from ambulance service providers, issuing an exclusive franchise,
16 regulating rates for ambulance services, and regulating the
17 quality of ambulance services.

18 WHEREAS, Multnomah County solicited proposals to serve its
19 ASA, described in the ambulance service plan as the "Multnomah
20 ASA", and received proposals which were reviewed by a Proposal
21 Review Committee, with recommendations being forwarded by it to
22 the County Health Officer, and then forwarded to the Board of
23 Commissioners.

24 WHEREAS, the Board of County Commissioners has authorized a

1 contract be entered into with Contractor.

2 WHEREAS, Contractor is willing to provide said services
3 according to the terms and conditions herein stated.

4 WHEREAS, it is in the public interest for the County to
5 enter into this contract.

6 NOW, THEREFORE, the parties hereto agree as follows:

7 I. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR.

8 A. SERVICES PROVIDED.

9 Contractor shall furnish to County, to first-responder
10 agencies, and to patients requiring ambulance and emergency
11 medical services, the services, equipment and materials as
12 hereinafter set forth within the geographical areas herein
13 defined.

14 B. GOVERNING LAW

15 1. Contractor acknowledges that the State of Oregon and
16 Multnomah County have the authority to develop overall plans,
17 policies, and medical standards and protocols to assure that
18 effective levels of ambulance and emergency life support care are
19 maintained within the County. Contractor further acknowledges
20 that Contractor and its employees and subcontractors are subject
1 to said plans, policies, standards, and protocols.

2 2. Contractor agrees to comply with the "governing law"
3 and the proposal dated April 17, 1995 (hereinafter "proposal")
4 which was submitted by Contractor in response to the Multnomah
5 County Request for Proposal dated January 6, 1995 (hereinafter
6 "RFP").

7 3. References to the "governing law" herein shall be

1 understood as references to the following: Oregon Revised
2 Statutes (particularly ORS Chapter 823), Oregon Administrative
3 Rules (particularly Health Division Rules found in the OAR
4 chapter 333), the Multnomah County Ambulance Service Plan,
5 Multnomah County Code 6.33, the RFP, other County ordinances,
6 local rules and local medical control procedures and protocols.

7 4. Contractor agrees to meet the requirements set forth
8 by the governing law, the commitments made in its proposal, and
9 any other applicable statute, ordinance, resolution, or
0 regulation with respect to the services, vehicles, equipment, and
1 supplies which are the subject of this Agreement. In the event
2 of a conflicting statute, ordinance, or regulation, the statute,
3 ordinance, or regulation setting forth the more stringent
4 requirement, as defined by County, shall be met. In the event of
5 a conflict between the terms of this Agreement and any resolution
6 or regulation of County, the terms of this Agreement shall
7 prevail.

8 5. Contractor may identify certain information submitted
9 to County in compliance with this agreement as "trade secrets".
0 County shall protect this information to the extent permitted by
1 the public records law, ORS 192.410 to 192.505. Should County
2 receive a public records request for this information, County
3 will notify Contractor within two working days and Contractor
4 shall respond to County concerning the request within five
5 working days.

6 6. County agrees to exempt from disclosure, to the
7 extent permitted under the public records law, personnel records

1 and other confidential information submitted by Contractor under
2 this agreement. Information asserted by Contractor to be
3 confidential must be so identified. Notices shall be given and
4 responded to as in paragraph five above.

5 C. RESPONSIBILITIES OF CONTRACTOR.

6 The Contractor shall:

7 1. Provide all services, materials, training, and other
8 commitments as described in Contractor's proposal,

9 2. Participate in and meet all requirements of the
10 Quality Improvement program, as specified in the proposal, and
11 under the supervision of the County Medical Director,

12 3. Maintain good working relationships with all first
13 responders as measured by surveys of first responder agencies.

14 4. Maintain good working relationships with area law
15 enforcement agencies, and PSAP agency,

16 5. Ensure courteous and professional conduct of office
17 personnel, control center personnel, and field personnel at all
18 times,

19 6. Maintain neat, clean, and professional appearance of
20 personnel, equipment and facilities, and

21 7. Comply with all applicable Federal, State, and local
22 laws and regulations related to ambulance services.

23 D. CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL.

24 The conditions stated in the RFP and the Contractor's
25 Proposal are considered part of this agreement; including meeting
26 all minimum standards and proposed additional commitments and
27 capabilities with the exception of the following portions of the

1 Contractor's proposal:

2 1. Section 2, Response Time Commitment, c. Additional
3 Commitment, p53-56.

4 2. Section 6, Commitment to First Response Program c.
5 Additional Commitment, Equipment provided, p119, and Supply
6 Replacement, p120.

7 3. Section 9, Patient Charge System, c. Additional
8 Commitment, Proposal for Rate Reduction, Multnomah County, 1.
9 First Response Integration Program, p145.

10 E. CONTRACT SERVICE AREA.

11 The contract service area (hereinafter "service area")
12 consists of the Multnomah County Ambulance Service Area (ASA), as
13 described in the RFP, and incorporated herein by reference,
14 provided however that border areas may from time to time be added
15 or deleted by intergovernmental agreement between Multnomah
16 County and adjacent jurisdictions.

17 F. CHANGES IN CIRCUMSTANCES.

18 County recognizes that changes in health care
19 legislation, anti-trust litigation, or other similar
20 uncontrollable circumstances could preclude Contractor or County
21 from caring out their obligations under this agreement. In such
22 an event, the parties shall utilize their best efforts to
23 negotiate amendments providing for alternatives for performance
24 of this agreement.

25
26 II. PERFORMANCE REQUIREMENTS.

27 A. COVERAGE REQUIREMENTS.

1 1. General Requirements.

2- Contractor shall provide 100 percent, 24 hour per day,
3 coverage for all Code-3 requests for ambulance service within the
4 service area. Contractor shall provide Advanced Life Support
5 ("ALS") ambulance response to all Code-3 requests for ambulance
6 service within the contract service area, except as otherwise
7 provided herein.

8 2. Response Time Definition.

9 Response times under this Agreement are measured from the
10 time that Contractor is notified of the call, the nature of the
11 call (if known), and the call priority by EMS dispatch
12 (hereinafter "BOEC") until the time Contractor's ambulance
13 arrives at the scene and notifies BOEC. Notified means a radio
14 transmission, either voice or via MDT, acknowledged by the
15 intended recipient of the transmission.

16 3. Code-3 Response Time Standards.

17 Contractor shall adhere to the following response time
18 standards:

19 a. Each month, within the Urban area, Contractor shall
20 respond to all Code-3 calls within 8 minutes or less, a minimum
21 of a 90 percent of the time.

22 b. For each 100 consecutive calls within the Rural areas
23 Contractor shall respond to all Code-3 calls within 20 minutes or
24 less, a minimum of 90 percent of the time.

25 c. Each month, within Frontier areas, Contractor shall
26 respond to all Code-3 in a "best effort" manner. Immediate
27 dispatch of ambulance is required.

1 4. Code-2 Response Time Standards

2 In the event the County adopts a Code-2 priority dispatch
3 system, the following response time will apply to Code-2 calls.

4 a. Each month, within the Urban area on Code-2 calls,
5 Contractor shall respond 15 minutes or less, 90 percent of the
6 time.

7 b. For each 100 consecutive calls within the Rural area
8 on Code-2 calls, Contractor shall respond 40 minutes or less, 90
9 percent of the time.

10 c. Each month, within the Frontier area on Code-2 calls,
11 Contractor shall respond in a "best effort" manner. Immediate
12 dispatch of ambulance is required.

13 5. Code-1 Ambulance Requests

14 a. Contractor shall respond immediately to all Code-1
15 dispatches from BOEC. These calls are at the request of fire or
16 police.

17 b. BOEC triaged non-emergency ambulance requests are
18 referred to non-emergency ambulance providers. Contractor may
19 respond to such a request with non-emergency units. The
20 Contractor shall furnish sufficient production capacity,
21 sufficient on-call crew capacity and shall manage its available
22 resources so as to provide Code-1 ambulance services without
23 interfering with Code-2 or Code-3 response times.

24 B. STAFFING REQUIREMENTS.

25 1. Each ambulance utilized for the provision of
26 contracted services shall be staffed with a minimum of two Oregon
27 certified EMT-Paramedics, and be equipped as an ALS unit except

1 as otherwise provided herein.

2 2. Each of the Contractor's ambulance drivers shall
3 successfully complete an Emergency Vehicle Operators Course
4 (sixteen (16) hour minimum) which is approved by the County EMS
5 Administration. This requirement shall be in effect for all
6 drivers one (1) year from the starting date of this Agreement.
7 Such training shall be repeated with a minimum of eight (8) hours
8 per driver every two years.

9 C. SYSTEM STATUS MANAGEMENT PLAN.

10 1. The Contractor shall submit for approval to the County
11 EMS Administrator an initial coverage system status management
12 plan for the entire contract service area. This plan, once
13 approved, shall be utilized by the Contractor and BOEC for the
14 first three months of the contract period. The Contractor shall
15 be required to adhere to that plan as a minimum level of effort
16 during the first three months of the contract. The Contractor
17 will still be held to minimum performance standards during this
18 initial coverage period. As requested in the Contractor's
19 proposal, penalties for violations of this agreement will be
20 waived for ninety (90) days from the date of this agreement or
21 until the BOEC/AMR CAD interface is completed and reliable, as
22 determined by both parties, whichever comes first. It is
23 recognized that the EMS software in use at BOEC must be modified.
24 The EMS Administrator may extend this waiver if the modification
25 is delayed past the ninety day period.

26 2. A System Status Management Plan shall be developed and
27 used by Contractor subject to approval by the County EMS

1 Administrator on no less than an annual basis and as changes are
2 made. The maximum unit-hour utilization in the urban area shall
3 not exceed 0.40 without County approval. Utilization is defined
4 as the ratio of transports to unit-hours scheduled in the System
5 Status Plan, measured on a monthly basis, for each unit with
6 crew. Higher proposed unit-hour utilization ratios must be
7 approved by the County prior to implementation.

8 **D. EQUALIZED RESPONSE TIME PERFORMANCE**

9 Contractor will design its System Status Management Plan
10 to provide equalized response time performance throughout the
11 service area. This means that no area, regardless of anticipated
12 call volume, is planned to have less than the required level of
13 service. If, during the course of service, it is determined that
14 a specific area of the County is not receiving equitable service,
15 then adjustments will be made to the System Status Management
16 Plan, subject to approval by the County EMS Administrator.

17 **E. MUTUAL AID**

18 Contractor shall respond on a mutual aid basis to all
19 areas outside Multnomah County pursuant to Multnomah County's
20 dispatch protocols.

1 **F. EMS DISPATCH CENTER.**

2 1. EMS dispatch shall be provided at the City of
3 Portland, Bureau of Emergency Communications (BOEC).

4 2. Contractor shall cooperate, train with, and
5 communicate with the 9-1-1/PSAP to assure a smooth delivery of
6 dispatch services.

7 3. Contractor shall develop a written plan with BOEC

1 specifying the conditions for Contractor involvement at BOEC.
2 This plan must be approved by County EMS Administrator and is
3 Attachment A to this contract.

4 G. VEHICLE REQUIREMENTS.

5 1. During the term of this contract, Contractor shall
6 provide a minimum of 133 percent of peak staffing ambulances for
7 Code-2 and Code-3 calls. The initial system status plan
8 establishes nineteen (19) peak staffing ambulances, plus seven
9 (7) reserve ambulances.

10 2. All ambulances furnished hereunder by Contractor shall
11 be of a Type I, II, or III, shall be in good condition, and shall
12 meet or exceed the Federal KKK-A-1822C standards or their
13 equivalent at the time of the vehicles' original manufacture,
14 except where such standards conflict with State of Oregon
15 standards, in which cases the State standards shall prevail. All
16 ambulances shall also meet or exceed the equipment standards of
17 the State of Oregon. Vehicles furnished by the Contractor shall
18 be new vehicles when placed into service under this Agreement;
19 twelve (12) within one (1) month of the start of this agreement,
20 and fourteen (14) additional ambulances within one (1) year of
21 the start of this agreement.

2 3. Each ambulance above shall be identified with the
3 words "MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES (or EMS),
4 PARAMEDICS"; in letters four (4) inches high; in locations on the
5 vehicle approved by County.

6 4. Contractor agrees to perform and document regular
7 internal ambulance inventory checks, to allow County to review

1 such documentation and to allow County to conduct random and
2 spontaneous audits of ambulances to verify such inventory.

3 H. DISASTER RESPONSE

4 1. Personnel Recall.

5 Contractor shall develop and implement a plan for the
6 immediate recall of personnel for the staffing of additional
7 units in a multi-casualty or disaster situation or times of peak
8 overload as specified in Contractor's proposal.

9 2. Operations Modified.

10 a. During a disaster declared by an appropriate
11 governmental agency, the Contractor's normal mode of operation
12 may be modified in order to provide services which are
13 appropriate for the nature of the disaster and which are
14 consistent with local disaster plans and protocols. During such
15 time periods, the Contractor shall be exempted from response time
16 performance requirements until notified by the County EMS
17 Administrator that disaster assistance may be terminated.

18 b. During the course of the disaster, should the demand
19 for service require, the Contractor shall use best efforts to
20 provide local Code-3 or Code-2 service coverage while suspending
21 Code-1 service.

2 3. Additional Cost Reimbursement.

3 In the event of declared disasters due to natural causes
4 (e.g. floods, earthquake) Contractor shall not bill the County
5 unless a federal or state source of funds is available, or the
6 County determines that billing is appropriate under the
7 circumstances. Contractor shall not include in its cost statement

1 any charges for services rendered by volunteer employees. The
2 cost statement associated with rendering aid under disaster
3 conditions shall be based entirely upon the actual costs incurred
4 by the Contractor in the course of rendering such disaster
5 assistance, and shall not include costs of maintaining production
6 capacity that would have been borne by the Contractor to meet
7 normal service requirements if the disaster had not occurred.

8 I. COMMUNICATIONS EQUIPMENT.

9 1. Contractor Provided Equipment.

10 Contractor shall provide in each ambulance:

11 a. One (1) 800 MHz portable radio of the type specified
12 by EMS. This radio may be supplied by EMS to the extent that
13 radios are available. Should radios not be available from EMS,
14 Contractor must supply the necessary radios.

15 b. One (1) mobile data terminal (MDT) of the type
16 specified by EMS.

17 c. Automated vehicle locator (AVL) hardware as specified
18 by EMS.

19 d. All equipment above shall be purchased through the
20 City of Portland unless otherwise authorized by County and used
21 on the City of Portland 800 MHz radio system. Access and
22 maintenance fees shall be paid by Contractor directly to the
23 City. Contractor may provide additional communications equipment
24 with approval of County EMS.

25 J. DATA COLLECTION AND REPORTING REQUIRED.

26 1. Contractor's data collection and reporting systems
27 shall meet the following minimum standards:

1 a. For each patient contacted, Contractor's ambulance
2 personnel shall complete an approved patient report form,
3 available at the time of the transfer of patient care. Copies of
4 the patient report forms shall be provided to the County upon
5 request. Patient care reports may be automated and recorded
6 electronically during the term of this agreement.

7 b. When called for by Contractor's policy Contractor
8 shall require its employees to complete approved "EMS Incident
9 Report Forms" and shall furnish a copy of such completed forms to
10 the County by request.

11 c. Contractor shall require its employees to complete
12 "Equipment Failure Report Forms" in conjunction with Contractor's
13 maintenance program, and shall furnish copies of such completed
14 forms to the County EMS Administrator by request. Equipment is
15 the vehicle and that equipment listed on the Ambulance Inspection
16 Form.

17 d. Contractor shall forward System Status Plan changes to
18 the County in writing prior to BOEC implementing of such changes.

19 2. All Contractor's employees shall be appropriately
20 certified at both the State and local levels. The Contractor
21 shall furnish to County EMS Administrator records of
22 participation by its employees in continuing education programs
23 at request of County.

24 3. Where a dispatched emergency call resulted in a
25 response time in excess of 8 minutes for urban calls or 20
26 minutes for rural calls Contractor shall supply, at the request
27 of County, the reason for delayed response time, including a

1 summary of steps taken by the Contractor to eliminate that cause
2 of poor response-time performance.

3 4. The Contractor shall submit data specified in the
4 proposal, RFP, or this agreement to the County EMS Administrator
5 in a form and at an interval approved by County.

6 5. All data and reports specified in this section shall
7 be maintained by Contractor for a period of three (3) years.

8 **K. PERSONNEL PLAN.**

9 1. Wages and Benefits

10 Contractor shall at a minimum adhere to the wage and
11 benefit package as described in its proposal.

12 2. Employee Handbook

13 Contractor shall publish and distribute to all employees
14 an Employee's Handbook describing the personnel policies and
15 procedures utilized by Contractor in its operations. A copy of
16 the current handbook shall be on file with the County at all
17 times.

18 3. Paramedics

19 Paramedics shall be certified as required by Chapter 333
20 of Oregon Administrative Rules, and approved to work in Multnomah
21 County by the Multnomah County EMS Medical Director. Paramedics
22 shall not be prohibited by Contractor from communicating directly
23 with the EMS Medical Director on issues related to patient care.

4 4. Reasonable Work Schedules and Working Conditions.

5 The Contractor shall utilize work schedules and shift
6 assignments as described in the proposal and provide adequate
7 working conditions. Contractor acknowledges that the primary

1 issue is patient care, and agrees to utilize management practices
2 which ensure that field personnel working extended shifts, part-
3 time, voluntary overtime, or mandatory overtime, are not
4 exhausted to an extent which might impair judgment or motor
5 skills. Regularly scheduled shifts of paramedics shall not exceed
6 24 hours, and shall be followed by at least 8 hours of rest
7 before the next regularly scheduled shift. The Contractor is
8 specifically precluded from allowing staff to work in excess of
9 48 continuous hours except under emergency conditions (disaster)
10 and with the permission of the County.

11 5. Key Personnel and Prohibition Against "Bait and Switch
12 Bidding"

13 Contractor understands that the County has, in part,
14 awarded this Agreement based upon the qualifications of the
15 Contractor's organization, and upon the qualifications of key
16 personnel presented in Contractor's proposal. Contractor shall
17 furnish the personnel identified in this proposal, and throughout
18 the term of the agreement Contractor shall continue to furnish
19 those same personnel or replacement personnel with equal or
20 superior qualifications as determined by County.

21 I. FIRST RESPONDER SERVICES AND COORDINATION.

22 1. Contractor shall reimburse County for first responder
23 agency disposable medical supplies which are utilized in EMS
24 dispatched calls for direct patient care. Supplies covered by
25 this section are identified in Attachment B to this agreement.
26 The maximum reimbursement for the first year of this agreement is
27 \$200,000. Susequent years reimbursement shall be determined by

1 County based on the actual use of supplies in the prior year.
2 Reimbursement paid to County shall be distributed to first
3 responders in accordance with the agreements between first
4 responders and County.

5 2. Contractor may replace the supplies used by rural
6 providers if the rural provider agrees.

7 3. Contractor shall provide, at no cost to the agency,
8 automated external defibrillators (AED) as follows:

9 a. one (1) to Sauvie Island Fire

10 b. two (2) to Corbett Fire

11 3. Training.

12 a. Contractor shall implement a first responder
13 orientation program designed to acquaint all agencies with
14 Contractor's equipment and response system within 3 months.
15 Contractor shall work with the first responder agency to avoid
16 the necessity for multiple presentations to the agency.

17 b. The objectives of this program are: 1) relate the
18 history and background of Contractor; 2) clarify expectations of
19 each other in the new system; 3) orientation to Contractor's
20 ambulances and supervisory response vehicles; 4) show
21 standardized placement of equipment; and 5) develop communication
22 lines.

23 c. Contractor shall offer regularly scheduled first-
24 responder training, as defined in the proposal and approved by
25 the EMS Medical Director, to the rural first responder agencies
26 in the County and must include multiple casualty incident
27 training

1 4. For all equipment left with a patient, Contractor will
2 provide a management contact and a telephone number to record the
3 equipment information, and return all equipment within 7 days.
4 In addition, all first-responder staff who accompany Contractor
5 to the hospital at Contractor's request shall be returned to
6 their station by Contractor without delay.

7 5. Contractor will respond to HazMat, fire, and public
8 safety standbys, at the request of fire or police agencies,
9 without additional compensation.

0 6. Contractor will cooperate with joint Critical Incident
1 Stress Debriefing whether provided by County, Contractor or an
2 outside agency.

3 7. Contractor's representatives shall visit the
4 administration of every agency actively involved in first-
5 responder programs to develop personal lines of communication.
6 Contractor shall be active on all County-wide advisory
7 committees, as requested by the County EMS Administrator, and in
8 the planning and execution of drills and exercises as requested
9 by County.

0 **M. SUPERVISION REQUIREMENT.**

1 1. The Contractor shall establish a field supervisory
2 system approved by the County EMS Administrator with a minimum of
3 one (1) Field Supervisor on duty at all times. This supervisor
4 shall not be assigned to an ambulance active in the system status
5 plan except under unpredictable periods of demand or other
6 circumstances. Contractor shall make every effort to remove the
7 supervisor from this duty as soon as possible.

1 2. Each paramedic will be evaluated for adherence to
2 medical control requirements by a supervisor every 6 months.
3 Supervisors shall meet regularly with the EMS Medical Director.

4 3. The County will provide a physician EMS Medical
5 Director who will oversee and coordinate the Contractor's
6 clinical performance and supervise all Contractor's paramedics
7 working in Multnomah County under this agreement. Contractor
8 shall reimburse County for these services in accordance with MCC
9 6.33.

10 4. The County reserves the right to modify the medical
11 control system.

12 N. STANDBY AND SPECIAL EVENTS COVERAGE.

13 Contractor may provide standby or special events coverage
14 with units other than those included in Contractor's System
15 Status Plan. All such coverage and notifications shall be
16 provided as directed in MCC 6.33 and the EMS Administrative
17 Rules.

18 O. HELICOPTER AIR AMBULANCE AND MARINE AMBULANCE SERVICES.

19 The County Board of Commissioners reserves the right to
20 allow helicopter air ambulance services and marine ambulance
21 service, for emergency and non-emergency calls, to be operated in
22 the County by a provider other than Contractor. This includes
23 responses, flights and transportation within the Contractor's
24 services areas.

25 P. EMS SYSTEM INTERACTION.

26 Upon request of the County EMS Administrator, Contractor
27 shall regularly participate in all areas of EMS system

1 development including but not limited to:

2 1. Paramedic, EMT, Nurse, Physician, and Dispatcher
3 continuing education and training, and ride along programs with
4 Contractor's employees or otherwise.

5 2. Disaster drills.

6 3. Continuing education programs.

7
8 **III. SPECIFIC PROVISIONS.**

9 **A. PATIENT FEES.**

10 1. Rate Schedule for Services Rendered.

11 Effective with the execution of this agreement, the
12 Contractor shall utilize the following rate schedule for
13 ambulance services rendered for the term of this contract unless
14 modified pursuant to section III, A, 6 of this agreement on Rate
15 Adjustment. These fees constitute the only charges that may be
16 billed to a patient receiving care pursuant to this agreement:

17 Emergency Rates:

18 BLS Response/Treatment \$447.00
19 ALS Response/Treatment \$531.42
20 Non-Transport Fee \$125.00
21 Patient Load Mileage \$9.00 / mile

22 2. Collection of Fees for Services.

23 Contractor shall:

24 a. Accept assignment on claims for all individuals in
25 cases where there is evidence of financial hardship,

26 b. Accept assignment when the patient is receiving fee-
27 for-service Medicaid benefits directly from the State of Oregon,

1 and

2 c. Write off non-paid Medicare balances where payment of
3 those balances would cause undue financial hardship for the
4 patient and such write-off is permitted by Medicare policy.

5 3. Subscription Membership Program.

6 The proposed subscription membership program is approved
7 by the County EMS Administrator, Contractor may accept assignment
8 under such program.

9 4. Fee Discounts.

10 All fee discounts including discounts based on volume of
11 business or group membership are prohibited, unless specifically
12 authorized by the County. The County reserves the right to have
13 the EMS Administrator approve other payment mechanisms, so long
14 as they do not cause "cost shifting," which in the opinion of the
15 County, does not serve the public interest.

16 5. Standby Charges.

17 Contractor shall not charge for non-dedicated standby
18 coverage using units which are part of the system status plan,
19 unless treatment is provided.

20 6. Rate Adjustment.

21 a. The rates shown above shall remain in force and effect
22 throughout the term of this Agreement unless modified or adjusted
23 by the Board of Commissioners pursuant to the provisions of MCC
24 6.33.

25 b. During the term of the franchise, Contractor shall be
26 allowed an opportunity for annual inflation adjustments to the
27 charges listed above. No such adjustments shall be effective

1 prior to one year after the beginning of the franchise. No later
2 than 60 days prior to each adjustment date, the Contractor shall
3 request the County to determine the percentage rate of change in
4 prices and the provider may, at its option, increase its rates
5 equal to or less than the average of the following National
6 Consumer Price Index (CPI) factors over the most recent 12-month
7 period for which published figures are then available:

- 8 (1) 45 percent of the CPI-Transportation Index;
- 9 (2) 45 percent of the CPI-Health Care Index; and
- 10 (3) 100 percent of the CPI All Components.

11 Any rate adjustments made under this provision shall be approved
12 in writing by the EMS Administrator within 30 days from the
13 adjustment request, and when so approved shall be considered as
14 an amendment to this Agreement.

15 c. Contractor may request additional rate increases in
16 accordance with the procedures specified in MCC 6.33. for among
17 other reasons, the following:

18 (1) The cost of some factors of production may rise
19 faster than the cost of other factors of production. (e.g.
20 insurance, fuel) Therefore, Contractor may apply for an
21 adjustment to the rates sufficient to offset expenses associated
22 with the rise in the cost of these factors of production.

23 (2) Prior to implementation of County required
24 upgrades, Contractor may apply for a rate adjustment to offset
25 the actual amortized marginal costs of implementing the upgrade.

26 d. Contractor agrees to exercise due diligence to realize
27 cost savings throughout the life of this agreement, and if it

1 does realize such savings or otherwise finds that it is possible
2 to lower the rates established in this agreement, it agrees to
3 propose lower rates or service enhancements, as the County shall
4 determine. If Code-2 response times are considered for adoption,
5 Contractor and County will review the potential for cost savings
6 from such response times.

7 7. On-Scene Collections.

8 Contractor's personnel shall not request payment for
9 services rendered under this Agreement either at the scene of the
10 call, en route, or upon delivery of the patient nor will they
11 accept any payment or gratuities offered.

12 8. Billing Descriptions.

13 a. The Contractor shall bill for ALS response/treatment
14 or BLS response/treatment, as defined by protocol and procedure,
15 only when the Contractor's personnel perform or share in the
16 performance of patient care services.

17 b. Contractor shall bill for ALS service (1) If an ALS
18 assessment or procedure, such as endotracheal intubation, IV.
19 administration, or cardiac monitoring is provided; (2) If
20 paramedic or medical control judgment requires patient monitoring
21 by a paramedic or "Code-3" transport in lieu of on-scene ALS
22 treatment; (3) If ALS is started by a first responder paramedic
23 and then responsibility for the patient is turned over to a
24 paramedic from the Contractor.

25 c. Contractor may bill the "non-transport fee" and shall
26 bill no more than that fee when a patient is not transported and
27 one of the following conditions is met: (1) a patient exam is

1 performed by Contractor and the patient requests Contractor stand
2 by at the scene for 30 minutes or longer; (2) a patient exam is
3 performed by the Contractor, the on-scene time is 20 minutes or
4 greater, and treatment is administered; or (3) a patient exam is
5 performed by Contractor, the on-scene time is 20 minutes or
6 greater, and substantial disposable supplies are used.

7 9. Detailed Description of Practices and Procedures.

8 Contractor shall provide the County EMS Administrator
9 with a detailed written descriptions of all billing and
10 collection procedures.

11 10. Changes in Practices and Procedures.

12 Contractor shall adhere to the procedures referenced in
13 paragraph 9. above. The parties acknowledge and agree that
14 certain of the items contained therein are dependent upon rules,
15 regulations, policies, and procedures adopted by the Federal and
16 State Governments, private insurance companies, and other third-
17 party payers; that such rules, regulations, policies, and
18 procedures may change from time to time; that Contractor's
19 practices and procedures must necessarily change in response to
20 such changes, and that it would be impractical to amend this
21 Agreement to reflect such changes each time they occur. The
22 parties therefore agree that Contractor may change the practices,
23 procedures, schedules, and policies referred to above if it is
24 necessary to do so to reflect changes in rules, regulations,
25 policies, and procedures of the Federal and State Governments,
26 private-insurance companies, and other third-party payers,
27 without a formal amendment to this Agreement, subject, however,

1 to the review of the County. Nothing in this section, however,
2 shall be construed as authorizing any increase in the user fees
3 or rates provided for herein without the approval of the County
4 as set forth in this Agreement.

5 B. FINANCIAL INFORMATION

6 1. Billing Records

7 Contractor shall maintain billing and accounts receivable
8 information sufficient to document Contractor's compliance with
9 authorized charge levels, and account records capable of linking
10 payment receipts over time to the calendar month in which the
11 receivable was originally generated. The form of record keeping
12 and method of reporting such financial information shall be
13 subject to the approval of the County.

14 2. Required Reports

15 Contractor shall provide annually, within 120 days of
16 the end of Contractor's fiscal year, reviewed financial reports
17 which are specific to its Multnomah County operations under this
18 agreement. If the County requests audited financial statements
19 specific to Multnomah County operation, those will be provided
20 without charge to the County. Contractor shall also provide
21 updated pro-forma income, working capital statements and balance
22 sheets for the remaining term of the franchise within 120 days of
23 the end of the fiscal year.

24 C. LATE-RUN AND OTHER DEDUCTIONS.

25 1. Contractor agrees to meet the standards of performance
26 set out in this agreement and further agrees to pay any and all
27 penalties imposed by the County for failure to meet those

1 standards as specified in this agreement within 30 days from the
2 date of the imposition of the penalty.

3 2. Penalty for Call Referral

4 If Contractor is fails to respond to a call within the
5 contract area for which ALS service is required, and that call is
6 referred to another ambulance provider, there will be a \$1000 per
7 call penalty for each such occurrence. Failure to respond is
8 defined as a delay of ninety (90) seconds or more in the dispatch
9 of an ambulance due to the lack of an available ambulance for
10 dispatch, after BOEC notifies Contractor of the lack of
11 ambulances. BOEC dispatch may dispatch other ambulance resources
12 without delay when Contractor has no units available.

13 3. Penalties for Code-3 Calls

14 a. In the urban zone, for those months that the
15 Contractor fails to respond to 90 percent of all Code-3 calls
16 within the time period specified in the response time standards,
17 the County EMS Administrator will review the system-status plans,
18 unit-hour production capacities, or other factors to determine
19 the causes of non-compliance. For each month that the Contractor
20 fails to meet the 90 percent standard, a \$200 financial penalty
21 for each one-tenth of a percentage point less than 90 percent,
22 will be assessed for each individual zone (i.e. urban and rural).

23 b. In the rural zone County will use a consecutive 100-
24 count system for determining Contractors compliance with the
25 response time standard. For every set of 100 calls the standard
26 and penalties in the preceding paragraph will apply.

27 c. For monitoring purposes, each zone shall have, in

1 addition to the 90-percent standard referred to in Section II, a
2 response time limit for every call. For every Code-3 call where
3 the ambulance fails to arrive within the time limit (Code-3
4 every-call time limits are: 12 minutes - Urban, 45 minutes -
5 Rural), the penalty will be \$20 per excess minute (e.g., in urban
6 zone, call response times of 12:00-12:59 minutes shall be fined
7 \$20, 13:00 - 13:59 minutes shall be fined \$40), for a maximum of
8 \$400 per call. Calls referred to another agency will be included
9 as part of the response time calculations.

10 4. Penalties for Code-2 Calls

11 In the event that a Code-2 priority dispatch system is
12 implemented, penalties for failure to meet the standards shall be
13 the same as for Code-3 calls.

14 5. Multiple Units/Break Downs

15 If multiple units are responding, other than on an MCI,
16 then the additional unit's times are measured from the time the
17 additional unit is dispatched until it arrives on scene. If a
18 unit breaks down at the scene, the response time is measured from
19 when the additional unit is dispatched until it arrives. If a
20 unit breaks down enroute to the scene, the response time is
21 measured from the original time of request of the first unit
22 until the replacement unit arrives.

23 6. Other Penalties

24 a. In the event Contractor fails to furnish "on-scene"
25 times for calls, the County EMS Administrator may impose upon
26 Contractor a penalty of \$300 for each call. If no "on-scene"
27 time is furnished, the call will be counted as late for purposes

1 of the 90 percent on-time standard.

2 b. Penalties for willfully falsifying "on-scene" times
3 shall be assessed at \$500 if by Contractor's field staff, and
4 \$1000 if by Contractor's management staff, for each incident.

5 c. A penalty of \$500 may be imposed where an ambulance
6 breaks down enroute to the hospital with a patient loaded.

7 d. A penalty of up to \$500 may be imposed where
8 Contractor fails to furnish required information from patient
9 report forms, incident report forms, equipment failure report
10 forms, system status plan changes, continuing education
11 participation reports, excess response time reports, or fails to
12 furnish financial information as required by the Agreement. Such
13 a penalty shall not be applied in cases where the cause of such
14 reporting deficiency was beyond Contractor's reasonable control;
15 simple loss of records and problems with Contractor's own
16 computer system shall not be considered beyond Contractor's
17 reasonable control.

18 e. Contractor may also be fined for violations of MCC
19 6.33. This may not be in addition to fines levied under this
20 agreement for the same violation.

21 7. Exceptions

22 The County EMS Administrator may grant exceptions to the
23 response time requirements or waive penalties stated herein, for
24 unusual circumstances beyond the Contractor's reasonable control.
25 These include only unusually severe weather conditions,
26 disasters, off road situations, inaccessibility from normal
27 posting locations, private roads, unusual periods of very high

1 demand upon the system, or dispatch computer failure. Such calls
2 shall be individually examined and if the circumstances warrant,
3 the EMS Administrator will exclude them from penalties and/or
4 monthly compliance statistics. In order to be eligible for an
5 exception, Contractor shall notify the County within a
6 reasonable time of the unusual occurrence. Contractor's equipment
7 failure or lack of a nearby ambulance do not furnish grounds for
8 an exception to response time standards.

9 **D. FUNDING OF ASA SUPERVISION 9-1-1 SERVICES**

10 1. Contractor shall pay a fee of \$356,937 to County
11 during the first year of this Agreement and \$306,937 in each
12 subsequent year of this agreement order to fund the costs of
13 supervising and administering the ambulance service area. County
14 will provide documentation, if requested, that this fee is
15 exclusively used for this expense.

16 2. In addition, Contractor shall pay to County,
17 Contractor's pro rata share of the cost for the provision of
18 medical direction and supervision as required in MCC 6.33. This
19 share shall be determined by the EMS Administrator.

20 3. Thee above fees are due and payable on July 1, October
21 1, January 1, and April 1, and shall be paid pro-rata if this
22 Agreement is commenced after one of those dates.

23 4. The above fees shall be derived from the fixed-rate
24 charges of the Contractor; it shall not be recovered through a
25 specified add-on charge to the patient.

26 5. Fees may be adjusted from time to time during the term
27 of this agreement by the County to reflect the actual costs for

1 the services provided.

2 6. Additional fees, if any, will be determined by the
3 County, and may be considered as justifiable new costs for
4 purposes of the Contractor requesting a rate increase as provided
5 herein.

6 E. DEFINITION OF MATERIAL BREACH AND PROVISIONS FOR
7 EMERGENCY TAKEOVER

8 1. Material Breach Definitions

9 Conditions and circumstances which shall constitute a
10 breach of contract by the Contractor shall include but not be
11 limited to the following:

12 a. Failure of the Contractor to provide ambulance service
13 in compliance with the requirements of the applicable federal and
14 state laws, rules and regulations, and with the requirements of
15 local ambulance ordinance and related rules and regulations,
16 including any failure to maintain necessary licenses. Minor
17 infractions of such requirements shall not constitute a breach of
18 this agreement.

19 b. Willful falsification of information supplied by the
20 Contractor during the RFP process.

21 c. Willful falsification of data supplied to the County
22 during the course of operations, including but not limited to:
23 dispatch data, patient report data, response time data, financial
24 data; or willful downgrading of presumptive run code designations
25 to enhance Contractor's apparent performance, or falsification of
26 any other data required under this agreement.

27 d. Failure to comply with the system status plan for

1 ambulance coverage during the first three months of operations
2 under this agreement.

3 e. Failure to comply with or exceed the minimum employee
4 wage/salary and benefit package as submitted during a "lame duck"
5 period.

6 f. Deliberate, excessive, and unauthorized scaling down of
7 operations to the detriment of performance during a "lame duck"
8 period.

9 g. Multiple unremediated failures to maintain equipment in
10 accordance with good maintenance practices.

11 h. Willful attempts by the Contractor to intimidate or
12 otherwise punish employees who desire to sign contingent
13 employment agreements with competing bidders during a subsequent
14 bid cycle.

15 i. Failure of Contractor's employees to conduct themselves
16 in a professional and courteous manner, and to present a
17 professional appearance, to the extent that the County's
18 reputation suffers.

19 j. Failure to furnish key personnel of quality and
20 experience as bid.

21 k. Failure to comply with approved rate setting, billing
22 and collection procedures.

23 l. Failure to comply with "most favored customer"
24 provisions of this contract.

25 m. Marketing or invoicing of services under a trade name,
26 or the routing of income, so as to avoid the performance security
27 provisions of this agreement.

1 n. Failure of Contractor to cooperate with and assist the
2 County after a material breach has been declared as provided for
3 herein, even if it is later determined that such breach never
4 occurred or that the cause of such breach was beyond Contractor's
5 reasonable control.

6 o. Abuse of the performance security provisions of this
7 agreement to enhance Contractor's profits, directly or indirectly
8 through an outside business entity, at the expense of the County
9 by way of such practices as receiving commissions, discounts,
10 kickbacks or other consideration from manufacturers without
11 reducing effective purchase price of items by the same amount, or
12 by any other business practice which would have a similar effect.

13 p. Failure to comply with response time requirements in
14 the urban zone for two consecutive months, or three months in a
15 twelve month period, or in the rural zone for two consecutive 100
16 call counts or three 100 call counts in a twelve month period,
17 shall be considered minor breach of contract. Failure to comply
18 with response time requirements in the urban zone for three
19 consecutive months, or four months in a twelve month period, or
20 in the rural zone for three consecutive 100 call counts in a
21 twelve month period, shall be considered material breach of
22 contract.

23 q. Failure to maintain in force throughout the term of the
24 agreement, including any extensions thereof, the insurance
25 coverage required herein.

26 r. Failure to comply with the terms of the performance
27 security provisions of this agreement.

1 s. The filing of any voluntary petition of bankruptcy,
2 reorganization, receivership or liquidation, or of any
3 involuntary petition of bankruptcy which is undismissed sixty
4 days after its filing; or an adjudication of bankruptcy or
5 insolvency; or being placed in receivership by any state or
6 federal agency for purposes of rehabilitation.

7 t. Any other willful act or omission of the Contractor
8 which endangers the public's health or safety.

9 2. Notice to Contractor

10 In the event that any one or more of the conditions or
11 circumstances set forth above should occur, the County EMS
12 Administrator may notify Contractor in writing that the
13 Contractor is in breach of this agreement, and said notice shall
14 specify the nature of the breach. Said notice will specify a
15 period of time, which shall be reasonable under the
16 circumstances, for the Contractor to take appropriate remedial
17 action to correct the breach.

18 3. County EMS Administration Hearing

19 a. Contractor may request a hearing to contest the notice
20 of breach referred to in Paragraph 2 above. Said request shall
21 be in writing and submitted to the EMS Administrator within 10
22 days of the date of the notice of breach. The County EMS
23 Administrator or a hearing officer appointed by the EMS
24 Administrator shall preside over the hearing and make a
25 determination on behalf of the Department. Written notice of the
26 time and place set for hearing shall be given to the Contractor
27 within 10 days of Contractor's request for hearing. At the

1 hearing, Contractor may present evidence and testimony, including
2 any exculpatory and mitigating evidence the Contractor may wish
3 to present. The EMS Administrator shall determine whether a
4 material breach has occurred, and, if so, whether the public
5 health or safety would be endangered by allowing Contractor to
6 continue its operations under such circumstances. If the EMS
7 Administrator finds that a material breach has occurred and that
8 public health or safety would be endangered by allowing
9 Contractor to continue its operations, he may immediately
10 terminate this Agreement and implement an emergency takeover of
11 Contractor's operations, or, in the alternative, implement a
12 takeover and/or termination upon a schedule he shall determine to
13 be appropriate.

14 b. If the EMS Administrator finds that only a minor breach
15 has occurred, or that a material breach has occurred but that
16 public health and safety would not be endangered by allowing
17 Contractor to continue its operations, then the EMS Administrator
18 may take such other actions, including but not limited to
19 imposing remedial actions upon Contractor, as he deems
20 appropriate under the circumstances. The EMS Administrator or
21 delegate shall issue his determination in writing, specifying his
22 findings and conclusions.

23 c. Contractor may appeal the action of the EMS
24 Administrator to the County Board of Commissioners by filing a
25 notice with the Clerk of the Board within five (5) days of the
26 date of the EMS Administrator's determination.

27 4. Expedited Hearing Process

1 If in the judgment of the EMS Medical Director or County
2 Health Officer it appears a condition or circumstance of material
3 breach exists or has occurred and that such condition or
4 circumstance presents immediate danger to the public health or
5 safety, then the County Health Officer, after giving notice to
6 the Contractor as in Paragraph 2 above, may take the matter
7 directly and immediately to the Board of County Commissioners, or
8 its designee, for their determination.

9 5. Takeover Cooperation

10 a. Contractor shall cooperate completely and immediately
11 with the County EMS Administration and other County departments
12 to effect any immediate takeover by County of Contractor's
13 operations. Such takeover shall be effected immediately or within
14 not more than 72 hours, after a finding of material breach as
15 determined by the EMS Administrator, or if appealed, the Board of
16 County Commissioners. The County shall attempt to keep whole the
17 existing staff and operations until such time as a new request
18 for proposal can be issued and a new contractor secured.

19 b. These provisions are specifically stipulated and agreed
20 to by both parties as being reasonable and necessary to the
21 protection of the public health, safety and welfare. Contractor
22 agrees that it shall not, under any circumstances, delay the
23 process of the emergency takeover or the County's access to
24 performance security funds, or to equipment to be made available
25 by Contractor under the performance security provisions of this
26 agreement.

27 c. Contractor's cooperation with and full support of such

1 emergency takeover, as well as Contractor's immediate release of
2 performance security funds to the County, shall not be construed
3 as acceptance by the Contractor of the finding of material
4 breach, and shall not in any way jeopardize Contractor's right to
5 recovery should a court later find that the declaration of
6 material breach was made in error. However, failure on the part
7 of the Contractor to cooperate fully with the County to effect a
8 safe and smooth takeover of operations shall itself constitute a
9 material breach of this Agreement, even if it was later
10 determined that the original declaration of material breach was
11 made in error.

12 F. PERFORMANCE SECURITY PROVISIONS

13 1. Absence of Liens

14 Contractor warrants that the ambulances in service for
15 this agreement and ambulances which may from time to time be
16 added to the system status plan, together with the equipment and
17 supplies regularly contained therein, are now and shall remain
18 free and clear of all liens, encumbrances, claims, or interests
19 of any nature, except those in favor of the County.

20 2. Performance Bond

21 On or before the effective date of this Agreement,
22 Contractor shall provide County, and shall continuously keep in
23 force, performance security in the amount of \$2,500,000 in one of
24 the following forms:

25 a. A performance bond issued by a bonding company,
26 appropriately licensed and acceptable to the County, provided
27 that such performance bond shall recognize and accept the

1 requirement of immediate release of funds to the County upon
2 determination by the County that contractor's performance is
3 dangerous to public health or safety, and recognize and accept
4 that any legal dispute by the Contractor or the bonding company
5 shall be initiated and resolved only after release of funds to
6 the County;

7 b. An irrevocable letter of credit in a form acceptable
8 to the County and from a bank or financial institution acceptable
9 to the County;

10 c. A cash deposit in a bank acceptable to the County
11 listing the County as sole and irrevocable beneficiary, with
12 interest to remain the property of the Contractor but to remain
13 on deposit with the account; or

14 d. A combination of the above.

15 e. The performance security is intended to provide
16 operating capital and a fund for the recovery of actual damages
17 by the County in the event of County takeover of the system.
18 Such funds shall constitute a no-interest loan to County for a
19 period of one year from the delivery of the funds, and shall then
20 be repaid by County to Contractor, less the amount of the
21 County's net expenses and other damages suffered as a result of
22 the takeover.

3 3. Replacement Security

4 Any performance bond furnished by Contractor in
5 fulfillment of the requirements of this Agreement for performance
6 security shall provide that said bond shall not be canceled by
7 the bonding company for any reason except upon 30 days advance

1 written notice to County of the bonding company's intention to
2 cancel said bond. Not later than 20 days following the
3 commencement of the 30 day notice period, Contractor shall
4 provide to County replacement security acceptable to the County
5 in the form of a performance bond, or in one of the other forms,
6 or combination thereof, herein provided.

7 4. Inflation Adjustment

8 The County may at its option require that the amount of
9 the performance bond or other security be adjusted based on
10 inflation adjustments, increased call volume, or rate adjustments
11 allowed to Contractor. The County will allow a commensurate rate
12 adjustment in the event of a change in the bond amount.

13 5. Conditional Lease Agreement

14 On or before the effective date of this Agreement, the
15 parties shall execute, and shall continuously keep in force, the
16 Lease Agreement attached hereto as "Attachment C".

17 G. MISCELLANEOUS PROVISIONS

18 1. Most-Favored Customer

19 a. Except as otherwise provided herein, all factors of
20 production employed by the contractor in the performance of this
21 Agreement shall be considered primarily devoted to the work of
22 this Agreement. These "factors of production" include all
23 equipment, supplies, facilities, locally assigned personnel, and
24 all other production factors utilized by the Contractor in the
25 performance of this work except where prohibited by law.

26 b. Contractor is not prohibited from doing outside work
27 which is unrelated to basic life support, advanced life support,

1 or medical transportation, so long as such work does not detract
2 from Contractor's primary emergency services responsibilities
3 under this Agreement.

4 c. Contractor is not prohibited from doing outside work
5 which is related to basic life support, advanced life support, or
6 medical transportation (e.g., long distance transfer work, non-
7 emergency work, inter-hospital transfers, gurney car and
8 wheelchair transportation, special events coverage, Veterans'
9 Administration contract work, etc.), provided Contractor's
10 methods of producing such services are designed to enhance
11 Contractor's peak-load capacity, disaster readiness, and overall
12 efficiency, and do not detract from Contractor's primary
13 emergency service responsibilities. The County EMS Administrator
14 shall review the Contractor's plans for providing such services.
15 Contractor shall obtain the County's written permission if
16 factors of production are affected by the outside work.

17 2. Contract Commitments

18 Contractor shall not enter into service contracts as
19 part of providing emergency services under this Agreement which
20 extend beyond the date of the termination of this Agreement,
21 except as may be specifically approved in writing by the County
22 EMS Administrator.

23 3. Advertising, Public Education and Marketing

24 a. The County shall have right of prior approval of the
25 form and content of all forms of public information and
26 advertising, direct or indirect, utilized by the Contractor in
27 conjunction with services and operations related to this

1 Agreement, including the exterior of Contractor's ambulance
2 vehicles.

3 b. County understands that Contractor is a business
4 organization, and that as such, the Contractor has a legitimate
5 interest in improving and promoting its own image as a competent
6 contract provider of high performance advanced life support
7 ambulance service. Therefore, the County shall not unreasonably
8 withhold its approval of advertising or public relations programs
9 and materials developed by the Contractor to promote its
10 reputation.

11 4. Non-Transferable Contract

12 This contract shall not be assigned or transferred, nor
13 may the duties hereunder be delegated, without the express
14 written permission of the County. Similarly, any significant
15 change in ownership of Contractor shall be considered a form of
16 assignment of this contract, and must be approved by the County.

17 5. Restriction of Services to Chronic Abusers

18 a. In order to provide adequate availability of
19 ambulance service to the general public, Contractor may, at
20 Contractor's option, identify by name specific individuals that
21 the Contractor has found are chronic abusers of the service
22 system. The Contractor shall document such abuse, and if the
23 County agrees that a named individual is a chronic abuser,
24 Contractor may refuse to render services unless the individual
25 can present evidence that service is medically necessary to
26 protect that individual's health.

27 b. Contractor understands that dry runs, cancels,

1 chronic abusers, and courtesy standby service for law enforcement
2 agencies and fire departments exist in the ambulance service
3 industry. Contractor should utilize its own expertise and
4 judgment to estimate the quantity and financial impact of these
5 factors, assuming reasonable effort to contain abuse of service.
6 Dry runs, cancels, abuse of service, and courtesy standbys are
7 recognized as part of the "overhead" in the ambulance industry,
8 and no additional compensation shall be sought by Contractor
9 relative to these inevitable activities except as defined herein.

10 c. Except as is provided for in this subsection or in
11 County code, Contractor shall never engage in telephone call
12 screening of emergency calls, or emergency transport refusals.

13 6. Audits and Inspections

14 a. At any time during normal business, and as often as
15 may reasonably be deemed necessary, County's appropriate
16 representatives may observe Contractor's operations, and may make
17 audits of all contracts, invoices, materials, payrolls, inventory
18 records, records of personnel, daily logs, conditions of
19 employment, and other data related to all matters covered by this
20 contract. Contractor shall make available for the County's
21 examination all of Contractor's records with respect to all
22 matters covered by this contract, and provide copies to the
23 County of such records as requested by the County and as provided
24 herein. The County EMS Administrator or representatives may, at
25 any time, and without notification, directly observe Contractor's
26 operation, maintenance facility, and ambulance post location, and
27 a County representative may ride as "third person" on any of the

1 Contractor's ambulance units at any time, provided, however, that
2 in exercising this right to inspection and observation, County
3 representatives shall conduct themselves in a professional and
4 courteous manner, shall not interfere with Contractor's employees
5 in the performance of their duties, and shall at all time be
6 respectful of Contractor's employer/employee relationships.

7 b. The County's right to observe and inspect operations
8 or records in Contractor's business office shall, however, be
9 restricted to normal business hours, and reasonable notification
10 (24 hours) shall be given the Contractor in advance of any such
11 visit.

12 c. This right to directly observe Contractor's field
13 operations, and maintenance shop operations, shall also extend to
14 authorized representatives of the Contract Compliance Committee,
15 provided the requirements for polite conduct and non-interference
16 with employees' duties shall be observed at all times. County may
17 be required to sign a waiver of liability to ride on Contractor's
18 vehicles.

19 H. END-TERM PROVISIONS

20 1. In the event that Contractor is not the winner of
21 County's next ambulance provider selection process, or if this
22 contract is otherwise terminated, Contractor shall:

23 a. Continue to provide services during any "lame duck"
24 period,

25 b. Assist both County and its new Contractor in
26 effecting a safe and orderly transition,

27 c. Cease doing business under the franchise after the

1 end of any lame duck period and assert no claim of right to
2 business conducted thereafter under the franchise, nor asset any
3 claim of compensation owed relative to the loss of such business.

4 2. During any lame duck period, the Contractor shall
5 continue all operations at the same level of effort and level of
6 performance as were in effect prior to the award of the
7 subsequent bid to a competing bidder, And Contractor shall
8 specifically be prohibited from making any changes in
9 Contractor's methods of operation which could reasonably be
10 considered to be aimed at cutting Contractor's operating costs to
11 maximize profits during the final stages of the contract.

12 3. However, the County recognizes that, if a competing
13 bidder is awarded the contract in a subsequent bid cycle,
14 Contractor may reasonably begin to prepare for transition of
15 service to the new contractor during the lame duck period, and
16 the County shall not unreasonably withhold its approval of
17 Contractor's requests to begin an orderly transition process,
18 (within six months), including reasonable plans to relocate
19 staff, scale down certain inventory items, etc., so long as such
20 transition activities do not impair Contractor's performance
21 during the lame duck period.

2 4. By accepting this agreement, including the competitive
3 award of certain market rights, Contractor acknowledges and
4 accepts periodic ambulance provider selection processes, as
5 structured under this or subsequent contracting procurement
6 process, as a safe, fair and economically effective method of
7 awarding and periodically reallocating business and market rights

1 in the ambulance service industry.

2 5. Contractor shall not penalize or bring personal
3 hardship to bear on any of its employees who may apply for work
4 with a competing bidder in future bid cycles, and shall
5 specifically allow, without penalty, its employees to sign
6 contingent employment agreements with competing bidders at the
7 employee's discretion. It is the County's intention under this
8 and future procurement that supervisory personnel, drivers,
9 paramedical personnel, and control center personnel serving in
10 the ambulance service system shall have reasonable expectation of
11 long-term employment in this system, even though contractors may
12 change from time to time over the years. Contractor hereby
13 expresses its understanding, acceptance, and endorsement of this
14 provision.

15
16 IV. STANDARD PROVISIONS

17 A. TERM OF AGREEMENT AND RENEWAL PROVISIONS

18 1. Unless initiated earlier by mutual agreement, this
19 Agreement shall commence on September 1, 1995 at 8:00 AM. This
20 Agreement shall terminate on September 1, 2000 at 8:00 AM, unless
21 extended as provided for herein.

22 2. Any decision regarding the extension of this
23 agreement shall be made at least twelve months prior to the
24 scheduled termination date, so that if no extension is approved,
25 a new bid process can be conducted on a schedule that will
26 identify the new Contractor at least six months prior to that
27 scheduled termination date. The purpose of this requirement is

1 to allow reasonable time for both outgoing and incoming
2 contractors to plan and execute an orderly transition, to allow
3 the County and its new Contractor to review Yellow Page and other
4 advertising, and to allow time for negotiation of new service
5 contracts, mutual aid agreements, and other contracts previously
6 services by the outgoing Contractor.

7 3. This Agreement may be extended by one three (3) year
8 period and one subsequent two (2) year period upon approval by
9 the Board of County Commissioners.

10 **B. INSURANCE REQUIRED**

11 1. At all times during the term of the contract, and
12 throughout any extension periods, the Contractor shall maintain
13 the minimum required insurance coverage. All such insurance shall
14 be furnished by an insurance carrier appropriately licensed to
15 write such policies, and acceptable to the County.

16 2. With respect to performance of work under this
17 Agreement, Contractor shall maintain insurance as described
18 below:

19 a. Worker's Compensation

20 Worker's Compensation insurance with statutory limits as
21 required by the State of Oregon. Said policy shall be endorsed
22 with the following specific language:

23 *"This policy shall not be canceled or materially changed
24 without first giving thirty (30) days prior written notice to
25 Multnomah County, EMS Administration."*

26 b. Commercial/General Liability

27 Commercial or comprehensive general liability insurance

1 covering bodily injury and property damage utilizing an
2 occurrence policy form, in an amount no less than \$2,000,000 for
3 combined single limit for each occurrence. Said comprehensive or
4 commercial general liability insurance policy, and excess
5 liability policy, shall either be endorsed with the following
6 specific language or contain equivalent language in the policy:

7 *"Multnomah County, its officers and employees, and the*
8 *County medical director are named as additional insured for all*
9 *liability arising out of the operations by or on behalf of the*
10 *named insured in the performance of the agreement between the*
11 *named insured and Multnomah County for exclusive ambulance*
12 *services.*

13 *"The inclusion of more than one insured shall not*
14 *operate to impair the rights of one insured against another*
15 *insured, and the coverage afforded shall apply as though separate*
16 *policies had been issued to each insured, but the inclusion of*
17 *more than one insured shall not operate to increase the limits of*
18 *the entity's liability."*

19 *"The insurance provided herein is primary coverage to*
20 *Multnomah County with respect to any insurance or self-insurance*
21 *programs maintained by the County."*

22 *"This policy shall not be canceled or materially changed*
23 *without first giving 30 days prior written notice to Multnomah*
24 *County EMS Administration."*

25 c. Automobile Coverage

26 Automobile liability insurance covering bodily injury and
27 property damage in an amount no less than \$3,000,000 combined

1 single limit for each occurrence. Said insurance shall include
2 coverage for owned, hired, and non-owned vehicles. Said policy
3 shall be endorsed with the following language:

4 *"This policy shall not be canceled or materially changed*
5 *without first giving 30 days prior written notice to Multnomah*
6 *County EMS Administration."*

7 d. Medical Malpractice (Professional Liability)

8 (1) Professional liability insurance for all activities
9 of the Contractor arising out of or in connection with this
10 Agreement in an amount no less than \$1,000,000 combined single
11 limit for each occurrence. Said policy shall be endorsed with
12 the following specific language:

13 *"This policy shall not be canceled or materially change*
14 *without first giving 30 days prior written notice to Multnomah*
15 *County."*

16 (2) In the event Contractor cannot provide an occurrence
17 policy, Contractor shall provide insurance covering claims made
18 as a result of performance of this Agreement and shall maintain
19 such insurance in effect for not less than two (2) years
20 following completion of performance of this Agreement.

21 e. Documentation

22 The following documentation shall be submitted to
23 Multnomah County as requested by the County:

24 (1) Properly executed Certificates of Insurance clearly
25 evidencing all coverage, limits, and endorsements required above.
26 Said Certificates shall be submitted prior to the execution of
27 this Agreement.

1 (2) Signed copies of the specified endorsements for each
2 policy. Said endorsement copies shall be submitted within 30 days
3 of execution of the Agreement.

4 (3) Upon County's written request, certified copies of
5 insurance policies. Said policy copies shall be submitted within
6 thirty (30) days of County's request.

7 (4) If Contractor, for any reason, fails to maintain
8 insurance coverage which is required pursuant to this Agreement
9 or, in the absence of available insurance, fails to demonstrate
10 to the satisfaction of County, comparable financial resources to
11 manage insured activity, the same shall be deemed a material
12 breach of contract which is dangerous to public health and
13 safety. County, at its sole option, may terminate this Agreement
14 and obtain damages from the Contractor resulting from said
15 breach. Alternatively, County may purchase such required
16 insurance coverage, and with 30 days notice to Contractor, County
17 may deduct from sums otherwise due to Contractor, or obtain
18 recovery of, from a performance bond or otherwise, any premium
19 costs advanced by County for such insurance. These remedies shall
20 be in addition to any other remedies available to the County.

21 **C. CONSIDERATION TO CONTRACTOR**

22 1. In consideration of the services, equipment, and
23 materials furnished under this Agreement, Contractor shall
24 receive the following as full compensation:

- 25 a. Market rights as specified herein.
- 26 b. Use of communications infrastructure.
- 27 c. Income from fee for service billing (less penalties,

1 liquidated damages, and other costs) as specified.

2 2. In consideration of the services, equipment,
3 materials, and supplies to be furnished by Contractor, the County
4 Board of Commissioners hereby designates Contractor as the
5 exclusive provider of emergency ground ambulance service within
6 the geographical areas defined by this Agreement. Contractor and
7 County agree that said designation shall begin on September 1,
8 1995 at 8:00 AM and shall continue throughout the term of this
9 Agreement, unless otherwise mutually agreed upon. The parties
10 further agree that by such designation and through the other
11 provisions for Contractor compensation incorporated herein,
12 County has fulfilled any and all obligations it may have
13 presently or at any time during the term of this Agreement to
14 compensate, reimburse, or otherwise pay Contractor for services
15 provided to medically-indigent patients.

16 3. This Agreement is a "master-term agreement of
17 requirements." County is acting, in effect, as a group purchasing
18 agent for the residents of the contract service area. Pursuant
19 to the "master-term agreement," residents (and visitors) are
20 allowed to request services individually, with each such request
21 being a separate "purchase order," and with individual customers
22 each being responsible for payment relative to services received.

23 D. RIGHTS AND REMEDIES NOT WAIVED

24 The Contractor agrees and guarantees that the work herein
25 specified shall be completed without further or additional
26 compensation than that provided for in this Agreement; and that
27 the acceptance of work herein and the compensation allowed shall

1 not be held to prevent maintenance of an action for failure to
2 perform such work in accordance with this Agreement.

3 E. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE;

4 NOTICES

5 1. This Agreement constitutes the entire agreement between
6 County and Contractor with respect to the subject matter hereof
7 and supersedes any and all previous negotiation, proposals,
8 commitments, writings, advertisements, publications, and
9 understanding of any nature whatsoever unless specifically
10 included or incorporated herein.

11 2. Any amendments or changes to this Agreement, whether
12 requested by Contractor or County may only be effected if
13 mutually agreed upon in writing by duly authorized
14 representatives of the parties hereto. The Agreement shall not
15 be modified or amended, nor any rights of the Parties to it
16 waived, except by such a writing.

17 3. The rights and obligations of the parties and all
18 interpretations in performance of this Agreement shall be
19 governed in all respects by the laws of the State of Oregon.

20 4. Notices and other communications required hereunder
21 shall be transmitted in writing by certified U.S. Mail, postage
22 prepaid, Return Receipt Requested, addressed to:

23
24 To Contractor:

25 D. Trace Skeen, CEO

26 AMR Northwest

27 1240 SE 12th Ave.

1 Portland, OR 97215

2
3 To County:

4 William Collins, EMS Administrator

5 426 SW Stark, 9th Floor

6 Portland, OR 97204
7
8

9 5. Except as otherwise provided, any notice given pursuant
10 to this Agreement shall be effective seven (7) days after the
11 postmark or upon receipt as evidenced by the U.S. Postal Service
12 Return Receipt card, whichever is later.

13 **F. FORCE MAJEURE**

14 1. If any party hereto is rendered unable, wholly or in
15 part, by Force Majeure to carry out its obligations under this
16 Agreement, that party shall give to the other parties hereto
17 prompt written notice of the Force Majeure with reasonable full
18 particulars concerning it. Thereupon, the obligations of the
19 party giving the notice, so far as they are affected by the Force
20 Majeure, shall be suspended during, but no longer than the
21 continuance of the Force Majeure, except for a reasonable time
22 thereafter required to resume performance.

23 2. During any period in which any party hereto is excused
24 from performance by reason of the occurrence of an event of Force
25 Majeure, the party so excused shall promptly, diligently, and in
26 good faith take all reasonable action required in order for it to
27 be able to commence or resume performance of its obligations

1 under the Agreement. Without limiting the generality of the
2 foregoing, the party so excused from performance shall, during
3 any such period of Force Majeure, take all actions reasonably
4 necessary to terminate any temporary restraining orders
5 preliminary or permanent injunctions to enable it to so commence
6 or resume performance of its obligations under the Agreement.

7 3. The party whose performance is excused due to the
8 occurrence of an event of Force Majeure shall, during such
9 period, keep the other parties notified of all such actions
10 required in order for it to be able to commence or resume
11 performance of its obligations under the Agreement.

12 4. "Force Majeure" is defined as an act of God, act of
13 public enemy, war, and other causes not reasonably within the
14 control of any parties hereto.

15 **G. INDEPENDENT CONTRACTOR**

16 In performance of the services herein provided for,
17 Contractor shall be, and is, an independent contractor, and is
18 not an agent or employee of County. Contractor shall be solely
19 responsible for and save County harmless from all matters
20 relating to the payments of its employees, including compliance
21 with Social Security, withholding, worker's compensation, and all
22 other regulations governing such matters.

23 **H. INVALIDITY**

24 In the event any provision of this Agreement shall be
25 held invalid or unenforceable by a court of competent
26 jurisdiction, such holding shall not invalidate or render
27 unenforceable any other provision thereof.

1 I. HOLD HARMLESS

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

10 J. PREVENTION OF IMPLEMENTATION

11 The parties agree that in the event County or
12 Contractor, or both, are delayed or prevented due to legal
13 action, from implementing this agreement on August 14, 1995, the
14 terms and conditions of the Agreement may be modified as mutually
15 agreed upon by the parties.

16 K. NONDISCRIMINATION

17 Under the Civil Rights Act of 1964, and other provisions
18 of law, no person shall, on the ground of race, color, national
19 origin, sex, religion, age or disability be excluded from
20 participation in, be denied the benefits of, or be subjected to
21 unlawful discrimination under any program or activity receiving
22 federal financial assistance. This Agreement is subject to the
23 requirements of Title 6 of the Civil Rights Act of 1964 (PL88-
24 352) and Department of the Treasury regulations with respect
25 thereto, including regulations under 31 CFR, Subtitle B, Part 51,
26 Subpart E, which the Contractor agrees to comply with in the
27 performance of its obligations under this Agreement.

*1 L. NONTRANSFERABLE AGREEMENT

2 This Agreement shall not be assigned or transferred, nor
3 may the duties hereunder be delegated, without the express
4 written permission of the County. Any substantial change in
5 ownership of Contractor shall be considered a form of assignment
6 of this Agreement, and must be approved by the County, provided,
7 however, that the County shall not unreasonably withhold its
8 approval of such change in ownership. Any assignment, transfer,
9 or delegation in violation of this provision shall be void and of
10 no force or effect.

11 M. SECTION HEADINGS AND TABLE OF CONTENTS

12 Section headings and Table of Contents are inserted for
13 convenience only and shall not be used in any way to construe the
14 terms of this Agreement.

1
2 **N. COOPERATION**

3 Contractor's obligations of cooperation with the County
4 EMS Administration and other county departments hereunder shall
5 survive termination of this Agreement and shall remain in force
6 an effect until fulfilled.

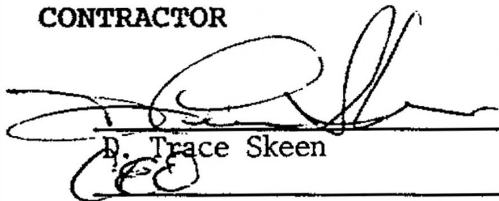
7 **IN WITNESS WHEREOF,** the parties hereto have caused this
8 Agreement to be executed as of the day and year below written.

9
10 **MULTNOMAH COUNTY**
11 **BOARD OF COUNTY COMMISSIONERS**

12 
13 _____
14 Beverly Stein, Chair
15 _____
16

17 Date: July 20, 1995
18

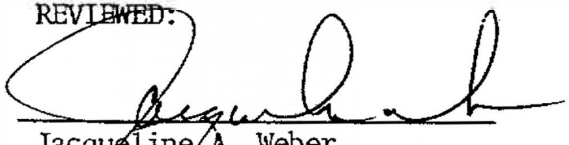
19
20 **CONTRACTOR**

21 
22 _____
23 D. Trace Skeen
24 _____
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26 Date: 7/12/95
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REVIEWED:



Jacqueline A. Weber
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK