

Larry Kressel
already has a
copy of this

R-6 -

Minutes need
to include
statement re
effective date
(9/3/88) ???
(did BG)

Revised by
Joe Ackes at
the Bd meeting.
Dbe inc on
pg 30

Donald K. Eckton
Executive Director

HUMAN SOLUTIONS, INC.

4420 S.E. 64th Avenue
Portland, OR 97206
503/248-5200

P H O N E M E M O	TO	BG	DATE	8/15	TIME	9:33	AM PM
	FROM	Sgt. Brandewie	AREA CODE-TELEPHONE NO.-OR OPER.				
	M		223 3660				
	OF	Sheriff	EXTENSION # 223				
	MESSAGE	RE: R-2. About 1 hour wait it took before heat 88-5 goes back to Sheriff's office after approved. ^{SIGNED} Yes.					
	Phoned <input checked="" type="checkbox"/> Call <input checked="" type="checkbox"/> Returned <input type="checkbox"/> Wants To <input type="checkbox"/> Will Call <input type="checkbox"/> Was <input type="checkbox"/> See <input type="checkbox"/> Back <input type="checkbox"/> Call <input type="checkbox"/> See You <input type="checkbox"/> Again <input type="checkbox"/> In <input type="checkbox"/> Operator <input type="checkbox"/>						



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
August 15 - 19, 1988

Tuesday, August 16, 1988 - 9:30 AM - Informal Briefing. . Page 2
Tuesday, August 16, 1988 - 1:30 PM - Informal Meeting . . Page 3
Thursday, August 18, 1988 - 9:30 AM - Formal. Page 4

-2-

Tuesday, August 16, 1988 - 9:30 AM

Multnomah County Courthouse, Room 602

Informal Briefings

1. Presentation on Food Train currently being organized by U.S. Bank - Linda Wright
2. Presentation of Gatekeeper video - Don Eckton

Tuesday, August 16, 1988 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
 - a) Asphalt Concrete Pavement Overlay - #8-1
 - b) Asphalt Concrete Pavement Overlay - #8-2
2. Informal Review of Formal Agenda of August 18

Thursday, August 18, 1988, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- A
- R-1 In the matter of the reappointment to the Central Advisory Board of the following: Judy Backer (8/89); Janet Billings (8/89); Gerald Blake (8/89); Steve Fulmer (8/91); Doug Montgomery (8/91); Ethelyn Pankratz (8/90); Ann Porter (8/91); Nancy Stevens (8/89)

SHERIFF'S OFFICE

- R-2 List (88-5) of found/unclaimed property (weapons) in possession of the Sheriff for over 30 days, to be transferred to the Dept. of General Services for appropriate disposal in accordance with MCC 7.70

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 In the matter of ratification of an Intergovernmental Agreement with the City of Gresham to perform park maintenance at Vance Park through June 30, 1989, and transfers \$10,000 of budgeted money to Gresham Parks Department for this service

DEPARTMENT OF GENERAL SERVICES

- Ret
to Dept
- R-4 In the matter of the ratification of the Collective Bargaining Agreement with Oregon Nurse's Association for period July 1, 1988 to June 30, 1991

DEPARTMENT OF HUMAN SERVICES

- A
- R-5 Order in the matter of approving a Request for Credentials and Requests for Proposals for Emergency Ambulance Service (Continued one week from August 9)

BOARD OF COUNTY COMMISSIONERS

- A
- R-6 Resolution in the Matter of Abolishing Standing Committees, Creating Policy Committee, Requesting Preparation of Strategic Planning Process

Following the formal meeting at 11 AM, Multnomah County will recognize volunteers in the Gatekeeping program. Reception will follow.

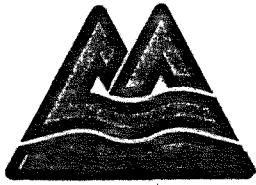
Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

0397C.32-36



MULTNOMAH COUNTY OREGON

Jane McArthur

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
1120 S.W. FIFTH AVENUE, SUITE 1400
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

MEMORANDUM

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS

JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Polly Casterline
Gretchen Kafoury
Caroline Miller
Sheriff Pearce
Anne K. Feeney

FROM: Larry Kressel *(Signature)*
County Counsel

DATE: August 10, 1988

RE: Vacation

I will be on vacation August 15-23. Chief Assistant Mindy Brown will be available.

2150R/dm

cc: Linda Alexander
John Angell
Paul Yarborough
Duane Zussy

*was present
8/18/88*

BOARD OF
COUNTY COMMISSIONERS
1988 AUG 11 AM 11:24
MULTNOMAH COUNTY
OREGON

56
5161

August 18, 1988

In the matter of the reappointment to the Central)
Advisory Board of the following: Judy Backer)
(8/89); Janet Billings (8/89); Gerald Blake (8/89)
Steve Fulmer (8/91; Doug Montgomery (8/91);)
Ethelyn Pankratz (8/90); Ann Porter (8/91); Nancy)
Stevens (8/89) R-1)

Upon motion of Commissioner Miller, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said re-appointments be confirmed.

DATE SUBMITTED 8/11/88

(For Clerk's Use)
Meeting Date 8/18/88
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Re-appointments to Central Advisory Board

Informal Only* _____
(Date)

Formal Only Thurs. August 18, 1988
(Date)

DEPARTMENT County Chair DIVISION _____

CONTACT Judy Boyer TELEPHONE 248-3308

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Judy Boyer

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Re-appointment of Judy Backer (8/89), Janet Billings (8/89), Gerald Blake (8/89), Steve Fulmer (8/91), Doug Montgomery (8/91), Ethelyn Pankratz (8/90), Ann Porter (8/91), Nancy Stevens (8/89) to the Central Advisory Board.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

☐ PERSONNEL
☐ FISCAL/BUDGETARY
☐ General Fund
☐ Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCord

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

56
JTG

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
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POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 18, 1988

Sheriff Fred Pearce
12240 NE Glisan
Portland, OR

Dear Sheriff Pearce:

Be it remembered, that at a meeting of the Board of County Commissioners held August 18, 1988, the following action was taken:

List (88-5) of found/unclaimed property (weapons)
in possession of the Sheriff for over 30 days, to
be transferred to the Dept. of General Services)
for appropriate disposal in accordance with) R-2
MCC 7.70

Upon motion of Commissioner Kafoury, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that said property be transferred to the Department
of General Services for appropriate disposal in accordance
with MCC 7.70

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Barbara E. Jones
Barbara E. Jones
Asst. Clerk of the Board

bj
cc: General Services
Sgt. Bobbie Brandewie
Purchasing
Sgt. Wray Jacobs

DATE SUBMITTED

8/8/88

AUG 04 1988

(For Clerk's Use)

Meeting Date

8/18/88

Agenda No.

A-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: FOUND/UNCLAIMED PROPERTY - LIST 88-5

Informal Only* August 16, 1988
(Date)

Formal Only August 18, 1988
(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Sgt. Wray Jacobs

TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request approval of transfer of Found/Unclaimed Property - List 88-5 to the Department of General Services for the sale or disposal as provided for in Multnomah County Code 7.70.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

FRED B. PEARCE
SHERIFF

(503) 255-3600

MEMORANDUM

TO: JANE McGARVIN
Clerk of the Board

FROM: FRED B. PEARCE
Sheriff

DATE: July 29, 1988

SUBJECT: FOUND/UNCLAIMED PROPERTY - LIST 88-5

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owners of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of General Services for the sale or disposal as provided for within the listed ordinance.

RG/tc/0292L

Attachment

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-1853	S&W .357 Revolver/Serial# 7K56600	MCSO Use

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-18961	Handgun (S&W/Model 39-2./#A230102)	Destroy
84-13565	Ingram 9mm/Mac10/Ser.#82-0001127	Destroy
	Rifle (Springfield/30.06/#3237026)	
84-16299	S&W/.38 Cal Revolver/Ser.#J534709	
	Colt Pistol(.45/Auto/Ser.#69890)	
	Spanish Pistol (7.65 Cal/#9442)	
	Essex .45 Cal Pistol/Ser.#30310	
	New Army .44 Cal/Black Powder	
	Walter P-38 Pistol/Ser.#4905D	
82-26334	H&R Pistol/.32/Ser.#AN36889	
86-4406	S&W Revolver/.38/Ser.#20800	
85-438	H&R Handgun/Model 929/#S46711	
86-2323	Colt Python/.357/Ser.#39424E	
	Titan .25 Cal auto/#A36295	
85-1889	S&W Revolver.38/Model 36/#664497	
	Mossberg Shotgun/12 GA/#560439	
	Colt Revolver/6 shot/Ser.#P04880	
84-16036	Colt .38 special/Ser.#906151	
83-21104	Colt Woodsman/.22/Ser.#146532	
	Hi-Standard/.22/Ser.# None	
84-10220	Rohm Revolver/.22/Ser.#222436	
85-1357	.380 Cal. Pistol (Altered Ser. #)	
84-23187	Model Texas/.22/Ser.#TX05586	
	S&W/.38/Serial# J881783	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-23187	H&R Revolver/.22/Ser.# None	Destroy
85-1136	Iver Johnson Revolver/Ser.#37147	
84-15557	.25 Cal Pistol/Ser.#86507	
83-3117	Handgun (Germany/.380/Ser.# None)	
83-20918	Raven Arms/.25/Ser.#689103	
80-17270	Hi-Standard Revolver/Ser.#H12703	
83-18118	Iver Johnson Revolver/.32/Ser.#29226	
83-13667	BB Pistol (Crossman/Pellet)	
84-21794	H&R Revolver/.22/Ser.#151311	
82-28145	Bersa .380 Cal pistol/Ser.#046928	
82-22903	Titan Pistol/.25/Ser.#189881	
86-11204	US Revolver/.32/Ser.#69438	
82-5254	S&W Pistol/.22/Ser.#B14208	
83-1662	DUO/.25 Auto/Ser.#183412	
86-5978	Hi-Standard Revolver/.22/#1298337	
84-8937	Crossman BB Pistol	
86-12310	Erma .22 Cal Pistol/Ser.#44773	
83-7694	Interarms Pistol/Ser.#10977	
83-20268	Excam .380 Cal Pistol/Ser.#TT8809	
84-15326	Colt Revolver/.38/Ser.#399622	
82-2351	Colt .22 Cal Pistol/Ser.#171694-C	
84-17700	Titan .25 Cal Handgun/Ser.#D873183	
83-18056	FIE .25 Cal Pistol/Ser.#D885276	
83-10999	Raven Arms .25 Cal/Ser.#408549	
85-1147	H&R .22 Cal Pistol/Ser.#N40213	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
82-18946	WestField Shotgun/20GA/Ser.#G247686	Destroy
	S&W .357 Cal Revolver/Ser.#5112631	
84-23426	S&W .38 Cal Pistol/Ser.#D618435	
84-11034	Marksman BB Gun	
85-454	Hi-Standard .22 Cal Pistol/#634130	
83-20683	Marksman BB/Pellet Gun	
84-539	Hi-Standard .22 Cal/#466409-FK-101	
83-12332	Rohm .22 Cal Pistol/Ser.#353933	
	Garcia Shotgun/Ser.#T62683	
86-13576	Ruger .22 Cal Pistol/Ser.#15-90991	
84-9462	Sterling .22 Cal Pistol/Ser.#A34062	
86-5369	RG .22 Cal Pistol/Ser. Ground Off	
86-9856	Hi-Standard .22 Cal Pistol/1043661	
83-27199	H&R .22 Cal Revolver/Ser. #AU05267	
84-13416	US Revolver/Ser.#49433	
84-15241	Beretta Pistol .380 Cal/#A37534Y	
84-23204	Ruger .22 Cal Pistol/Ser.#67-54825	
83-2941	S&W .38 Cal Revolver/Ser.#J313013	
84-20322	.22 Cal Auto Pistol/Ser.# A76796	
	Revolver w/White Handle/Ser.#05344	
83-13817	Virginia Dragoon .44/Ser.#522383	
	S&W .357 Cal Revolver/Ser.#D769058	
85-2583	H&R .22 Cal Revolver/Ser.#S18256	
83-14683	Savage .22 Cal Revolver/Ser.#18598	
	Mossberg 20 GA Shotgun/Ser.# None	
86-9917	Springfield 12 GA Shtgn (Sawed Off)	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-12781	Stevens 12 GA Shotgun/Sawed Off	Destroy
84-20495	.28 5-shot Revolver/Ser.#Ground Off	
84-9095	AMT .380 Cal Pistol/Ser.#A43477	
84-22044	RG .22 Cal Pistol/Ser.#L612209	
85-1146	Hawes .44 Mag Pistol/Ser.#4/8300	
84-19836	Rhoen .22 Cal Pistol/Ser.# None	
84-24462	H&R .22 Cal Revolver/Ser.#AX015281	
84-9030	RG .38 Cal Revolver/Ser.#Q059013	
84-19979	Ruger .44 Mag Pistol/Ser.#500-97103	
85-13059	H&R .22 Cal Pistol/Ser.#AP152703	
87-1076	Ruger .22 Cal Pistol/Ser.#12-25203	
84-24532	Berger .22 Cal Revolver/Ser.#130559	
85-1814	Browning .25 Auto Pistol/Ser.#332226	
84-9708	Colt .32 Cal Pistol/Ser.#165953	
84-11660	Colt .22 Cal Pistol/Ser.#4578C	
87-2651	Crossman Pellet Gun	
82-9135	Plainsman BB Gun/Ser.#0204243	
84-18262	Firearms .22 Cal Revolver/Ser.#R45184	
86-8874	HS .22 Cal Pistol/Ser.#238574	
85-5072	RG .22 Cal Revolver/Ser.#356739	
84-18314	Excam Derringer .38 Cal/Ser.#L66012	
84-14686	Sterling .22 Auto/Ser.#A61347	
85-3735	EIG Derringer .22/Ser.#10186	
84-15065	Bulldog .44 Revolver/Ser.# None	
85-5994	Charter Arms .38 Revolver/Ser.#506750	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
83-16776	West Field 12 GA Shotgun/Ser.#None Baretta .22 Cal Pistol/Ser.#49551T Ruger 9mm Revolver/Ser.#157-56688	Destroy
85-5324	Colt .22 Cal Pistol/Ser.#12049 RF .22 Cal Revolver/Ser.#1696	
85-5294	Ruger Semi-Pistol/Ser.#17-57113 Iver Johnson .38 Cal Revolver/#1248 Crossman Pellet Pistol/#6817482	
87-3801	Ceska 9mm Pistol/Ser.#154135 .22 Cal Revolver/Ser.#6599	
87-4100	Crossman BB Pistol/Ser.#319200410	
85-9598	Excam/.22 Cal Pistol/Ser.#A92142 RGIO Revolver/Ser.#1252831	
85-4206	S&W .38 Cal Revolver/Ser.#8D92003 Titan Semi Pistol/Ser.#111243	
83-26656	Bauer .25 Cal Pistol/Ser.#082326	
84-17729	.25 Cal Silver Auto./Ser.#172501 Fabrica 8mm Rifle/Ser.#05939	
84-6671	Black Powder Pistol	
87-4957	S&W Revolver .357/Ser.#97643	
87-9529	MAB .22 Cal Auto Pistol/Ser. None	
85-10503	Sterling .22 Cal Pistol/Ser.#E05604	
85-10327	Galef .22 Cal Revolver/Ser.#169633	
84-11760	Raven Arms .25 Cal Pistol/Ser.#759236	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
85-10251	Ruger .357 Cal Pistol/Ser.#150-30543	Destroy
	Ruger .22 Cal Pistol/Ser.#18-08434	
84-3217	S&W .38 Cal Pistol/Ser.#58319	
84-2420	New Frontier .22 Cal Revolver/#G32302	
85-10029	H&S .22 Cal Revolver/Ser.#54526	
87-2765	S&W .38 Cal/Serial# 278404	
85-8760	Ruger .357 Cal Revolv/Ser.#151-39285	
85-7234	Bauer .25 Cal Pistol/Ser.#098065	
85-9582	Daisy Air Pistol	
85-7511	H&R .22 Cal Revolver/Ser.#V26252	
85-4504	Germany .22 Cal Revolver/Ser.#294233	
85-8035	Raven .25 Cal Pistol/Ser.#445552	
85-8106	H&R .32 Cal Revolver/Ser.#N115	
87-5167	Ruger .22 Cal Pistol/Ser.#210-56462	
85-8194	Raven Arms .25 Cal/Ser.#060236	
85-7445	Charter Arms .22 Cal/Ser.#B004810	
85-8440	H. Schmidt .22 Cal Pistol/Ser.#58136	
85-7448	Rohm .22 Cal Revolver/Ser.#1181692	
85-7785	Crossman BB Pistol/Ser.#182207737	
84-19426	Hi-Standard .22 Cal Pistol/#1447133	
84-22596	US .32 Cal Revolver/Ser.#68309	
84-14927	Marksman BB/Pellet Gun	
85-12382	Pistol/H&R/Ser.#AP43957	
85-12408	Remington .380 Pistol/Ser.#PA23861	
83-13420	Crossman Air Gun/Ser.#580044837	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-9461	Sawed Off Rifle/.22 Cal/#2031994	Destroy
85-10703	Derringer .22 Cal/Ser.#19777	
	Fox Rifle .45 Cal/Ser.#000559	
85-11374	Wards Shotgun/Ser.#SB580	
	Revolver .38 Cal/Ser.#164828	
	Beretta Handgun .25 Cal/#BER92624V	
85-4537	Hi-Standard Derr. .22 Cal/#1618957	
85-5911	Marksman BB/Pellet Pistol	
87-3274	Colt Pistol .32 Cal/Ser.#259017	
86-7666	H. Schmidt Revolver .22 Cal/#486727	
	Remington .22 Cal Rifle/Ser. None	
83-27167	.22 Cal Pistol/Ser.#H-5012	
85-847	Savage .32 Cal Pistol/Ser.#186990	
83-26635	Single Shot Antique Pistol/.22 Cal	
81-425	Raven .25 Cal Pistol/Ser.#431843	
82-291	FIE Pistol/Ser.#A808574	
87-1241	Freedom Arms .22 Revolver/#A64151	
85-7877	Forjas .28 Cal Revolver/Ser.#953848	
84-833	Astra .22 Cal Pistol/Ser.#138961	
	Hopkins & Allen .32 Cal Pistol/#1733	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
86-4995	Crossman BB Gun/Model 760	Destroy
83-26635	Rifle/Shotgun .410 GA/Ser.#523082	
	Antique Replica Rifle	
85-8587	West Field 20 GA Shotgun/#H207818	
87-4751	Springfield 12 GA Shotgun/#P744841	
86-1888	H&R 12 GA Shotgun/Ser.#AL289282	
86-1618	.22 Cal Rifle/Ser.#4474181	
85-7801	Mossberg 12 GA Shotgun/Ser.#349	
85-11460	Springfield Mod. 84C Rifle/Ser. None	
84-4387	Stevens .22 Cal Rifle/Ser.#None	
86-11700	Sear .22 Cal Sawed Off Rifle/# None	
84-10406	Daisy Pellet Gun/Ser.#A06261	
85-7941	JC Higgins .22 Rifle/Ser.# None	
87-7489	JC Higgins 20 GA Shotgun/Ser.# None	
87-4678	Sears .22 Rifle/Ser.# None	
81-24447	.22 Cal Auto Rifle/Ser.# None	
87-4228	Marlin .22 Rifle/Ser.# None	
85-5022	Sawed Off Shotgun/Ser.# 16896	
85-5889	West Field 12 GA Shotgun/Ser.# None	
86-14051	JC Higgins 12 GA Shotgun/Ser.# None	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-14026	Remington .257 Cal Rifle/#387724	Destroy
	Weatherby 300 Mag Rifle/Ser.#8997	
	Remington 12 GA Shotgun/#3131387	
85-8950	Stevens 20 GA Shotgun/# D358593	
84-1496	Mossberg 16 GA Shotgun/Ser.# None	
84-14251	JC Higgins 12 GA Shotgun/Sawed Off	
86-1454	Daisy Bb Rifle/Model 111B	
86-5577	Daisy Model 880 Air Rifle/Ser.# None	
84-24195	Glenfield .22 Cal Rifle/Ser.# None	
82-25871	Sears .22 Cal Rifle/Ser.#47032	
84-7041	Double Barrel Shotgun/Ser.#215057	
85-2734	Remington .22 Cal Rifle/Ser.# None	
85-13277	Powermaster Bb Rifle/Ser.# 283109871	
85-1955	Iver Johnson .38 Cal Revolver/#12414	
	Sawed Off Shotgun 20 GA/Ser.#911712	
86-596	H&K .308 Cal Rifle/Ser.# A036057	
87-13388	Daisy Air Rifle	
87-11229	Coast to Coast 12 GA Shtgn/#6779762	
86-13363	Stevens 12GA Shtgn(Sawed Off)No Ser	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
86-9025	Raugh Arms .25 Cal Pistol/#1028365	Destroy
86-5231	S&W Pistol/Ser.# 56622	
86-5569	Raven Arms .25 Cal Pistol/#623941	
87-10175	Sterling .22 Cal Pistol/Ser.#A56708	
85-13120	Colt Blk. Powder .36 Cal/Ser.#68723	
86-11876	Charter Arms .44 Cal. Pistol/#720818	
87-6152	Ruger .22 Cal Revolver/Ser.#64-61191	
86-611	Rohm .22 Cal Pistol/Ser.#IB20489	
	Powerline Bb Pistol/Ser.#4L45049	
84-22727	Ruger .22 Cal Revolver/#6303766	
84-22578	S&W .28 Cal Revolver/Ser.#None	
84-12556	Target .22 Cal Revolver/#M34968	
86-504	RG .25 Cal Pistol/Ser.#U078652	
85-13200	Luger .22 Cal Pistol/Ser.#37604	
87-278	Stevens 12 GA Shotgun/Ser.#None	
87-9446	Colt .45 Cal Pistol/Ser.#11467N70	
84-7931	Titan .25 Cal Pistol/Ser.#D902836	
86-9117	RG .28 Cal Pistol/Ser.#R158305	
87-1799	Raven .25 Cal Pistol/Ser.#1143116	
86-596	S&W Model 586 Revolver/Ser.#ADE0871	
	Walter PK Pistol/Ser.# 034700	
	Clerke Revolver/Ser.#268818	
	Dan Wesson Revolver/Ser.#340201	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
80-418 80-25117	S&W .38 Cal Revolver/Ser.#J11692	Destroy
82-306	Arizmendi Handgun/Ser.#43155	
81-478	Beretta .22 Cal Handgun/#F34036	
81-436 81-21635	Ruger .22 Cal Pistol/Ser.#11-46486	
81-480	S&W .38 Cal REvolver/Ser.#D654507	
81-386	Springfield .28 Cal Revolver/#43892	
Unknown	Colt .32 Cal Revolver/Ser.#M12278	
82-318	RG .38 Cal Revolver/Ser.#027006	
86-13391	S&W .357 Revolver/Ser.#66015	
	Ithaca 12 GA Shotgun/Ser.#371725256	
80-27773	S&W .38 Cal Revolver/Ser.#C891168	
86-4386	FIE Derringer .38 Cal/Ser.#F74542	
86-10638	H&R .32 Cal Revolver/Ser.#463813	
88-2492	RG .22 Cal Revolver/Ser.#1C331113	
86-4287	Astra 7.65 Cal Pistol/Ser.#1058597	
	Volunteer 12 GA Swoff Shtgn/#A21603	
86-6704	Colt .22 Revolver/Ser.#60365	
86-5285	Stevens Sawed Off Shotgun/Ser.#U30638	
	Kassnar Auto Pistol .380/Ser.#VV4704	
86-10639	Frommer .32 Cal Pistol/Ser.#261889	
86-8382	Ruger .38 Cal revolver/Ser.#158-73920	
86-3071	Raven .25 Cal Pistol/Ser.#696186	
86-9310	Ruger .22 Cal Pistol/Ser.#16-78151	
86-4743	.38 Cal Revolver/Ser.#614071	
86-3092	Sterling .380 Cal Pistol/Ser.#B00847	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-6449	Wards 12 GA Shotgun/Ser.#100846	Destroy
86-3461	Marlin Semi-Auto Rifle/#17358863	
86-10042	Wards .22 Cal Rifle/Ser.#None	
	Remington .22 Cal Rifle/Ser.#None	
	Remington .22 Cal Rifle/Ser.#None	
86-2954	Glenfield .22 Rifle/Ser.#25271602	
86-9619	Winchester .22 Rifle/Ser.#323033	
86-5570	Universal M1 .30 Cal Rifle/#460080	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-2934	Stevens 12 GA Shotgun (Ser. None)	Destroy
86-2506	S&W .32 Cal Pistol/Ser.#519615	
86-7909	S&W .38 Cal Revolver/Ser.#C997391	
	Charter Arms .44 Cal Pistol/#390625	
	Webley MK-1 Pistol/Ser.#29608	
86-2586	Marlsmen Bb Pistol/Ser.#5E092050	
83-18730	Ruger .38 Revolver/Ser.#1582282	
87-9704	Savage 20 GA Swd. Off Shotgun/No Ser.	
86-3453	Ruger .357 Revolver/Ser.#152-74213	
86-8655	Spesco .25 Pistol/Ser.#9506cc	
86-5570	Armi Tanfoglio .380 Pistol/#T25037	
	H&R .32 Revolver/Ser.#AM92729	
	Hi-Standard .22 Pistol/Ser.#2480961	
86-7765	Herter's .357 Revolver/Ser. None	
	Unkn. Brand .22 Revolver/Ser.#29335	
88-4242	S&W .38 Revolver/Serial # removed	
86-9288	Raven Arms .25 Pistol/Ser.#440629	
86-11887	Rohm .38 Revolver/Ser.#354432	
	Raven .25 Pistol/Ser.#584708	
	H&R .22 Revolver/Ser.#AP54294	
86-13444	Sterling .22 Pistol/Ser.#A46372	
	US .38 Revolver/Ser.# None	
86-12934	Colt .25 Pistol/Ser.# 7731	
	Colt .25 Pistol/Ser.# OD19100	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
86-12934	Sentinel .22 Revolver/Ser.#1580783	Destroy
86-4930	Hawes .44 Mag. Revolv/Ser.#4/12106	
86-13536	Colt .38 Pistol/Ser.#45488	
88-562	S&W .38 Revolver/Ser.# None	
88-4676	Raven .25 Pistol/Ser.# 1344899	
84-12340	Johnson .32 Revolver/Ser.#40982	
88-1654	Manurhin 9mm Pistol/Ser.# 258037-S	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-7931	Marlin 30.30 Rifle/Ser. #21189593	Destroy
	K-Mart .22 Cal Rifle/Ser.#23898189	
	Brazil 20 GA Shotgun/Ser.#260132	
	Stevens 410 GA Shotgun/#C367341	
	Marlin .22 Cal Rifle/Ser.#26433065	
	Stevens .22 Cal Rifle/Ser.# None	
	Unk. Brand Rifle/Inscribed 747808	
	Stevens 12 GA Shotgun/Ser.# None	
	Crossman Pellet Guns	
84-833	Remington .22 Cal Rifle/Ser. None	
	Antique Shotgun	
	.22 Cal Rifle/Ser.# 260106	
	Antique Rifle (Español)	
85-847	Saber (Made in India)	

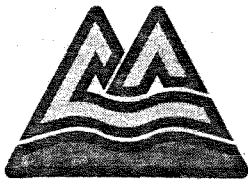
MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-10850	Kresge 12 GA Shotgun/Ser. 587264	Destroy
	Colt .357 Revolver/Ser. 20516L	
	Rohm GMBH/Revolver/Ser.1G299740	
	Germany .22 Revolver/Ser. 32878	
	R&R .38 Revolver/Ser. 273690	
	R&R .38 Revolver/Ser. F84479	
	S&W .38 Pistol/Ser. 8D49318	
	Colt .22 Revolver/Ser. 190468	
87-11229	Coast To Coast Shotgun/Ser. 6779762	
87-7370	DA .38 Handgun/Ser. 007193	
88-5538	VS .38 Revolver/Ser. 29774	
86-6854	Excam .25 Handgun/Ser. M81662	
86-7454	Colt .32 Handgun/Ser. 473671	
86-7577	H&R 12 GA Shotgun/Ser. AT397774	
85-1158	Winchester 30.30 Rifle/Ser. 1528829	
86-7716	Colt .25 Pistol/Ser. 9506CC	
86-7091	Colt .22 Revolver/Ser. G182247	

0286L

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED WEAPONS FOR DISPOSAL
LIST - 88-5

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-7102	Shinrosha 20 Ga Shotgun/Ser.# 8988	Destroy
84-22666	Springfield 30.06 Rifle/Ser.#3234318	
75-392	JC Higgins 12 GA Shotgun/Ser.# None	
	Winchester .22 Rifle/Model 67	
75-1556	Savage 30.30 Rifle/Ser.# 1000	
82-345	Euscvarna Rifle/Ser.#600498	
82-327	JC Higgins .22 Rifle/Ser.# None	
81-426	Winch. .22 Cal Rifle/Scratched out	
80-199	Springfield .22 Cal Rifle/Ser.# None	
82-409	Savage 20 GA Shotgun/Ser.#D348203	
80-142	West Field .22 Cal Rifle/Ser.# None	
82-269	Remington .22 Cal Rifle/Ser.# None	
Unknown	Winchester 30.30 Rifle/Ser. #3984736	
Unknown	US Carbine 30 ME	



MULTNOMAH COUNTY OREGON

56
5761

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 18, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held August 18, 1988, the following action was taken:

In the matter of ratification of an Intergovern-)
mental Agreement with the City of Gresham to)
perform park maintenance at Vance Park through)
June 30, 1989, and transfers \$10,000 of budgeted)
money to Gresham Parks Department for this)
service R-3)

Commissioner Casterline explained this one year agreement will transfer \$10,000 from Environmental Services budget to Gresham to maintain a neighborhood park which has not been turned over to Gresham because it is located on a gravel bed which will be needed by the County. In the future, the County will trade Gresham another park in order to access the gravel for County use. In the meantime, Gresham will use the park for soccer and baseball fields. She moved, duly seconded by Commissioner Anderson, unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Parks Services

DATE SUBMITTED July 21, 1988

(For Clerk's Use)
Meeting Date 8/18/88
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Vance Park Intergovt. Agreement

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Parks Services

CONTACT Ed Pickering

TELEPHONE 248-5050

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Ed Pickering

BRIEF SUMMARY

Ratification of an Intergovernmental Agreement with the City of Gresham to perform park maintenance at Vance Park through June 30, 1989, and transfer \$10,000 of budgeted money to Gresham Parks Dept.

ACTION REQUESTED: Approve Intergovernmental Agreement.

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Y. Borovick *PR*

BUDGET/PERSONNEL Shawn M. Cordwell *1*

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John D. Bay

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

3706V/1588p

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 AUG - 9 PM 4:24

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
AND THE CITY OF GRESHAM FOR VANCE PARK SERVICES

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (CITY), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon, (COUNTY). The purpose of this Agreement is to assure continued recreational use of Vance Park.

WHEREAS, Multnomah County possesses a 20 acre developed neighborhood park at SE 182nd Avenue and SE Mill Street known as Vance Park No. 58; and

WHEREAS, the Park property was purchased by County Road Fund monies for its underlying gravel resources; and County shall retain fee simple ownership of the quarry property; and

WHEREAS, the City urban services area policy in Section 10.410 of the City Community Development Plan requires the City to provide urban level services to newly annexed areas, where feasible; providing park maintenance services to recently annexed Vance Park is one such service; and

WHEREAS, the County has adopted Resolution A which states in part that the County will reduce its level of delivery of municipal services, including neighborhood parks services in unincorporated urban areas; and

WHEREAS, ORS 190.010 et seq. provide for intergovernmental agreements between units of local government to allow the performance of functions or activities by one unit of local government for another; and

WHEREAS, ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties; and

WHEREAS, while Vance Park remains in recreational use, the County desires that the City undertake Park maintenance and administrative responsibilities, to include seasonal scheduling of soccer and softball fields; and

WHEREAS, the parties have determined that approximately \$17,542 is needed to provide minimum levels of maintenance of Vance Park, and \$580 is needed to administer soccer and softball fields, from the date of approval through June 30, 1989;

WHEREAS, County and City will determine through the Vance Park/Vance Quarry Master Plan study where existing Vance Park recreation facilities will be located;

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

I. County agrees to transfer to the City \$10,000 for park maintenance and administrative services for a period of one year, to commence upon transfer of funds between the parties.

II. City agrees to appropriate \$8,122 for the maintenance and administration of Vance Park upon commencement of this agreement through to and including June 30, 1989.

III. The City shall provide park maintenance and administration functions for Vance Park with agreement between County and City as to a maintenance program and costs as set forth in Addendum 1.

IV. If County fails to transfer park maintenance funds to the City for Vance Park services, the City shall have no obligations to maintain and administer Vance Park.

V. The City shall make no new improvements other than those identified in Addendum 1, or remove any existing improvements without prior written approval of the County Park Superintendent.

VI. The City shall provide new park identification signs that list the County and the City as responsible for the park facility with prior review and approval by County Park Superintendent.

VII. All existing equipment, utility systems, appurtenances and natural resources at Vance Park shall remain the property of County.

VIII. Subject to the limits of the Oregon Tort Claims Act, each party to this agreement shall be responsible for the action of its own employees or agents for all claims arising out of the use or maintenance of Vance Park.

IX. This Agreement shall become effective upon date of approval by both parties.

X. This Agreement may be renewed annually upon mutual approval in writing by City and County.

HEREBY AGREED:

Dated July 19, _____, 1988

CITY OF GRESHAM

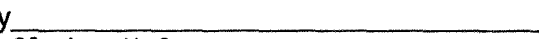
Dated _____, 1988

COUNTY OF MULTNOMAH

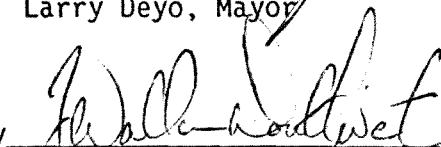
By


Larry Deyo, Mayor

By

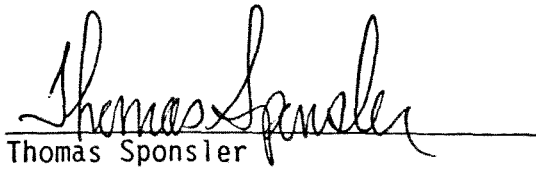

Gladys McCoy
County Chair

By


F. Wallace Douthwaite
City Manager

Approved as to form:

Approved as to form:


Thomas Sponsler
City Attorney


Laurence Kresset
County Counsel

ADDENDUM 1

VANCE PARK MAINTENANCE PROGRAM AND COST ESTIMATES

March 21, 1988

On Tuesday, March 8, 1988, representatives of Multnomah County Parks Maintenance and City of Gresham Parks Maintenance met at Vance Park to survey maintenance, repair and safety needs for the Park during the period from contract approval through June 30, 1989.

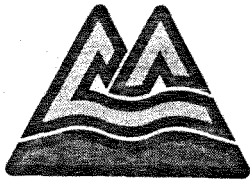
The repair and maintenance activities listed on the attached tabulation represent the activities and frequencies determined to be necessary to provide a minimum level of maintenance through that period. These activities do not provide any restoration or improvement beyond what is considered necessary to maintain a reasonable level of safety for the public that would be using the park.

VANCE PARK MAINTENANCE SCHEDULE

JUNE 28, 1988

FY 88/89	ACTIVITY	LABOR	EQUIPMENT	MATERIAL	TOTAL
	Flail Mowing (14 times) (July - Oct. monthly) (Apr. - Jul. semi-monthly)	\$ 871.92	\$ 960.62	\$ 42.00	\$1,874.54
	4 Vandal Guard (50 ga.) Garbage Containers	\$ 242.20	\$ 29.76	\$ 334.72	\$ 606.68
	Garbage & Litter Pickup Tennis Courts (52 wks.)	\$ 889.60	\$ 128.96	\$ 132.00	\$1,134.16
	Picnic Table & Pad Repairs One Time Only	\$ 380.60	\$ 104.56	\$ 525.34	\$1,010.50
	Playground (Remove Dragon)	\$ 138.40	\$ 119.45	\$ 90.00	\$ 347.85
	Walk Sweeping & Overburden (2,851 ft.) Each Spring	\$ 173.00	\$ 280.00		\$ 906.00
	Pathways (Clearing Back 10 ft. to 15 ft.)	\$1,816.50	\$ 424.00	\$ 100.00	\$2,340.50
	Restroom (Painting & Securing One Time & Follow-up)	\$ 588.20	\$ 104.44	\$ 192.40	\$ 885.04
	Brush Removal (Playground Section)	\$1,453.20	\$ 725.04	\$ 70.00	\$2,248.24
	Tennis Court Repairs & Maintenance	\$ 882.30	\$ 76.88	\$4,235.00	\$5,194.18
	Selective Weed Spraying & Fertilizing (Spring)	\$ 449.80	\$ 268.12	\$ 880.00	\$1,597.92
	Pathway (Root Removal & Repair)	\$ 276.80	\$ 251.88	\$ 119.50	\$ 648.18
	TOTAL	\$7,947.62	\$3,339.65	\$6,254.56	\$17,541.83

* Total equipment cost includes \$685.60 in needed equipment rental.



MULTNOMAH COUNTY OREGON

57
JL61

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 18, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held August 18, 1988, the following action was taken:

In the matter of the ratification of the Col-)
lective Bargaining Agreement with Oregon Nurse's)
Association for period July 1, 1988 to June 30,)
1991 R-4)

Upon motion of Commissioner Miller, duly seconded by
Commissioner Anderson, it is unanimously

ORDERED that the above-entitled matter be referred back to
the Department of General Services.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: Employee Relations



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934
(503) 248-3300

OFFICE OF THE DIRECTOR	(503) 248-3303
PLANNING AND BUDGET	(503) 248-3883
COUNTY COUNSEL	(503) 248-3138
EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

MEMORANDUM

TO: Gladys McCoy, Chair

FROM: Linda Alexander, Director *Linda D. Alexander*
Department of General Services

THROUGH: Barbara Donin

DATE: August 15, 1988

SUBJECT: Removal of Item R-4, the ONA Collective Bargaining Agreement
from the Board Agenda August 18, 1988

The Oregon Nurses Association has requested additional time to review final language in its 1988-1991 collective bargaining agreement with Multnomah County. Please instruct the Clerk of the Board to remove item R-4 from next Thursday's agenda. It will be placed on the agenda again at such time as the nurses complete their review.

2891F/EU/kd

cc: Ken Upton

BOARD OF
COUNTY COMMISSIONERS
1988 AUG 16 AM 11:18
MULTNOMAH COUNTY
OREGON

DATE SUBMITTED August 11, 1988

(For Clerk's Use)
Meeting Date 8/18/88
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Nurses' Collective Bargaining Agreement

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5015

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request approval of the 1988-91 collective bargaining agreement with the Oregon Nurses' Association.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

XX PERSONNEL

☒ FISCAL/BUDGETARY

☐ - General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL David C. Tharver

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Donna

OTHER Kenneth Upton - Labor Relations Manager.
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

1988 AUG 11 AM 11:44
CLERK OF BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

OREGON NURSES ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and the Oregon Nurses Association, hereinafter referred to as the Association.

The purpose of this Agreement is to facilitate the achievement of improved health services by setting forth those matters pertaining to rates of pay, hours or work, fringe benefits, and other conditions of employment, consistent with the County's objective of providing services to the people of Multnomah County that are beneficial to the quality of life in this community.

The parties agree as follows:

ARTICLE 2
RECOGNITION

1. Unit Definition.

The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all full-time, part-time, and on-call Licensed Community Practical Nurses, Community Health Nurses, and Nurse Practitioners whose names appear on the payroll of Multnomah County, specifically excluding:

- a. Supervisory employees,
- b. Managerial employees,
- c. Employees working less than twenty (20) hours per week.

The classifications covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

2. Probationary Employees.

Probationary employees shall be entitled to all contractual benefits except as specifically provided otherwise in this Agreement.

3. On-Call and Temporary Employees.

a. Contractual Benefits.

On-call and temporary employees shall be entitled to only the following contractual benefits:

- (1) Payment at the minimum of Step 1 for the classification to which the employee is hired,
- (2) Shift differential (Article 15.2),
- (3) A differential in-lieu-of benefits in the amount of fifty cents (.50¢) per hour,
- (4) Overtime (Article 15.4), and
- (5) Holiday compensation at one and a half (1 1/2) times the normal hourly wage for the following holidays:
New Years Day; 4th of July,
Thanksgiving; and Christmas Day.
- (6) No discrimination (Article 20.1), and
- (7) Settlement of Disputes (Article 19), strictly limited, however, to enforcement of Article 2., Section 3.a. (1 - 6), of this Agreement.

Use of the term "employee" elsewhere in this Agreement will specifically exclude on-call and temporary nurses.

b. Reporting

The Association may request periodic reporting by the Division of Community Health Services relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree, that the County shall make every effort to employ permanent full and part-time employees over on-call and temporary employees, pursuant to Article 13.4b.

ARTICLE 3
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine staffing, work schedules, to establish standards for work performance expectations, and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 4

ASSOCIATION SECURITY AND CHECK OFF

1. All employees covered by this Agreement who are Association members on its signing date shall either maintain membership in the Association or at the employee's option pay a "fair share" service fee in-lieu-of dues. All Registered Nurse employees covered by this Agreement who are not Association members on its signing date and new employees hired after that date shall either become members and maintain membership in the Association or at the employee's option pay a "fair share" service fee in-lieu-of dues. All Licensed Practical Nurse employees covered by this Agreement shall have thirty (30) days from the date of the signing of this Agreement or date of hire, whichever is later, in which to contribute a "fair share" service fee to the Association.

2. The County agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

a. The Association membership dues of those Association members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. A monthly "fair share" service fee, in-lieu-of dues from any employee who is a member of the bargaining unit and who chooses not to become a member of the Association after thirty (30) days from the signing date of this Agreement or after thirty (30) days of having become an employee, whichever is later.

3. The amount of monthly "fair share" service fee shall be:

a. For Registered Nurses an amount equal to the regular membership dues as established by the Association, and permitted by law.

b. For Licensed Practical Nurses an amount equal to 70% of the Registered Nurse membership dues as established in "a" above.

The Association expressly agrees that no funds derived from the "fair share" service fee, in-lieu-of dues, shall be expended for political purposes of the Association.

4. The amounts to be deducted shall be certified by the Treasurer of the Association to the County, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Association by the first day of the succeeding month after such deductions are made.

5. The Association expressly agrees that it will safeguard the rights of non-Association employees, based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member and as to any such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Association dues and the "fair share" service fee in-lieu-of dues, shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and the Association. Payment may be made either through payroll deduction to the Association for distribution to the charity or, the employee may request that such in-lieu-of dues "fair share" service fee not be deducted and shall make such payment directly to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

6. Within thirty (30) days after the execution of this Agreement and semi-annually thereafter for the term of this Agreement, the County shall provide the Association with a master listing of all employed nurses who are subject to the provisions of this Agreement. Such listing shall contain the names of the employees, along with their job classifications, work locations, home addresses social security numbers, and dates of

employment. Each month subsequent to the establishment of the master list, the County shall forward to the Association the names, job classifications, work locations, home addresses and dates of employment, all social security numbers of all new employees covered by this Agreement and of all employees who terminated from the bargaining unit during the month. The Association shall advise the County's Director of the Employee Services Division of the address to which the listings are to be sent. Whenever an employee has not joined the Association within thirty days after employment as described in Section 2, Subsection (b) above, the Association shall give written notice to the County's Central Payroll Office and shall deliver a copy to the affected employee. Deduction of the service fee pursuant to Section 2, Subsection (b) above shall be made on the first payday of each month, but no deduction shall be made in the absence of correct notification from the Association as provided under this section. Deduction of Association dues authorized by the employee under Section 2, Subsection (a) above shall be made on the first payday of each month.

ARTICLE 5

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or place where County functions are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article may be subject to disciplinary action or discharge.

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 6

HOLIDAYS

1. Holidays.

a. Recognized and Observed Holidays.

The following days shall be recognized and observed as paid holidays, or any day declared by the Governor or the President of the United States for all employees in the public and private sectors:

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Christmas Eve/New Year's Eve
At the discretion of the supervisor, the employee shall be granted either four (4) hours on Christmas Eve, or four (4) hours on New Year's Eve or four (4) hours of personal holiday.
- Two (2) Personal Holidays
A personal holiday shall be a day off available at the discretion of the employee with the consent of the employer. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14.

No compensation shall be paid for personal holidays not taken. An employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. In all cases, personal holidays must be taken by the end of each fiscal year (June 30).

b. Part-time employees shall be entitled to leave on observed holidays, provided, however, that the amount of the leave shall not exceed the fraction of a full-time position which is normally worked by the employee, e.g., a half-time employee shall have no more than four (4) hours of holiday leave. If the length of the employee's shift on the observed holiday would exceed the fraction of a shift to which the employee is entitled, and the County operation to which the employee is assigned is closed for business on that date, the difference between the holiday leave granted and the length of the normal shift shall be charged against accrued and available vacation leave or leave without pay at the employee's option.

2. Holiday Pay.

Full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive such pay only if eligible under Section 1.b. To be eligible for holiday pay, employees must be in pay status both on the day before and on the day after the observed holiday.

3. Hours of Work Holiday.

Employees covered by this Agreement shall be eligible after six (6) months of employment for an Hour of Work Holiday (one (1) day) subject to the same terms and limitations of a personal holiday under Article 6. 1.a. It is recognized that this holiday is a partial payment for the movement to the eight (8) hour day by members of this bargaining unit January 1, 1981.

4. Holiday Observance.

a. Five Day Work Week:

(1) If the holiday falls on an employee's first scheduled day off, the preceding work day will be observed as that employee's holiday.

(2) If the holiday falls on an employee's second scheduled day off, the following day will be observed as that employee's holiday.

b. Four Day Work Week:

(1) If a holiday falls on an employee's first or second scheduled day off, the preceding work day will be observed as that employee's holiday.

(2) If a holiday falls on an employee's third scheduled day off, the following work day will be observed as that employee's holiday.

c. Irregular Scheduling:

If the employee is not scheduled for a four or five day week, holiday observance shall be at the discretion of the supervisor after consulting with the employee.

d. Twenty-four-hour Operations.

In twenty-four (24) hour operations, the eight (8) specific holiday dates cited in Section 1.a. above shall be observed on the dates listed. If an employee is scheduled off duty on a "specific holiday", she or he shall have the option of either taking the day off with pay or to take the day off without pay and schedule another day off with pay within 90 days following the holiday. Such alternate day off shall be by mutual agreement between the employee and the County.

5. Holiday During Leave.

Should a full-time employee or a part-time employee eligible under Section 1.b. be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

6. Holiday Work.

If a part-time or full-time employee works on any of the holidays listed above, the employee shall in addition to his or her holiday pay be paid for all hours worked at the rate of time and one-half (1-1/2) his or her regular rate of pay, or may elect, in lieu of holiday pay to receive another day off with pay within 90 days following the holiday on a date mutually agreeable between the employer and the employee.

ARTICLE 7
VACATION LEAVE

1. Accrual.

Each full-time employee is entitled and shall earn annual vacation leave credit from the first full calendar month of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months (1,044 hours). Employees will not accrue vacation leave during a leave of absence without pay. Vacation credits shall be earned in accordance with the following schedule (years and weeks cited are for general guidance only):

- a. Less than Five Years - Two Weeks Per Year Less than 10,440 straight time hours of continuous service, .0385 hours per straight time worked, cumulative to two hundred (200) hours. After six (6) months of service, an employee shall be entitled to one (1) week's (i.e., forty (40) hours) vacation.
- b. Five Years but less than Ten Years - Three Weeks Per Year 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

- c. Ten Years but less than Fifteen Years - Four Weeks Per Year 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per straight time worked, cumulative to three hundred twenty (320) hours; and shall be entitled to four (4) weeks (i.e., 160 hours) vacation.
- d. Fifteen Years or More - Five Weeks Per Year 31,320 or more straight time hours of continuous service, .0961 hours per straight time worked, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., 200 hours) vacation.

2. Part-time.

Part-time regular employees shall accrue in accordance with the schedule stated in Section 1., provided that seniority for accrual purposes shall be based strictly on straight time hours worked in County service and not years of service. For example, an employee working twenty (20) hours per week for twenty (20) years would have 20,880 hours of service and thus be eligible to accrue at .0769 hours per straight time hour worked. After six (6) months, vacation credits shall be used on an hour-for-hour basis, in accordance with the uniform time charging provisions of Article 14.

3. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Vacation times shall be scheduled by the County, based primarily on the needs

of efficient operations and the availability of vacation relief. Employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once during the life of this Agreement. Sign-up for vacation shall be in weekly increments.

4. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or the employee's heirs, whichever the case may be.

ARTICLE 8

SICK LEAVE

1. Definition and Allowable Use.

Sick leave is a leave of absence with pay which may be used by an employee in the event of the following non-occupational conditions involving the employee or a member of his or her immediate household who is also a member of his or her immediate family:

- a. Illness,
- b. Injury,
- c. Quarantine based on exposure to contagious disease,
- d. Medical or dental appointments.

2. Limitations on Use of Sick Leave.

Occasions when sick leave use is not allowed include but are not limited to:

- a. Occupationally related conditions except as provided in Article 11,
- b. Illness or injury during the term of a:
 - (1) Leave of absence without pay, or
 - (2) Vacation, provided that sick leave may be used during the term of a vacation when the employee immediately notifies the supervisor of the interruption of his or her scheduled vacation and presents such reasonable evidence as is demanded of a bona fide illness or injury upon returning to work.

3. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours per straight time hour worked, to be used in the event of illness or illness of a member of immediate household. Sick leave may be accrued on an unlimited basis. Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County. Employees will not accrue sick leave during a leave of absence without pay.

4. Special Sick Leave Usage Problem.

Certain sick leave patterns create problems for both employees and the County by creating short staffing situations and increasing replacement costs.

a. Improper Use of Sick Leave.

Improper use of sick leave may constitute cause for disciplinary action. Patterns of potential abuse include but are not limited to:

(1) A pattern of use in conjunction with days off, holidays, or vacations,

(2) Use of sick leave on a day or days when vacation or personal holidays have been denied.

In case either of the above specified patterns occurs and is identified by the supervisor, the supervisor in addition to any required oral or written explanation may for a period of six (6) months also require a physician's certificate for each instance of use.

b. High Frequency Sick Leave Use.

When frequent use of sick leave gives rise to problems which cannot be resolved between the supervisor and an employee or employees, the County may present the details of any such problem in writing to the Association. The Association agrees to work with the County in reaching an equitable resolution of the dispute.

c. Exhaustion of Sick Leave.

Sick leave charges in excess of earned sick leave credits may be charged against earned and available annual leave or leave without pay, provided that any leave of absence without pay will be subject to management approval under the terms of Article 9.

5. Sick Leave During Maternity.

The use of sick leave during pregnancy shall be governed by Sections 1 through 3 of this Article.

6. Occupational Exposure.

Due to the occupational exposure to communicable disease, new employees shall be allowed to use up to five (5) days of their first year's sick leave immediately upon employment. If the employee terminates prior to accruing adequate sick leave to cover that used, the County shall deduct from the final settlement check one (1) hour's gross pay for each hour of sick leave used beyond that earned.

7. Conversion of Sick Leave.

Based upon accrual as of July 1 each fiscal year, employees shall be allowed to convert sick leave in accordance with the following schedule:

- a. After one year's service, an employee may convert two (2) days accrued sick leave to two (2) additional personal holidays each fiscal year.
- b. When an employee has accrued three hundred sixty (360) hours sick leave, he may convert three (3) days accrued sick leave to three (3) additional holidays each fiscal year.
- c. When an employee has accrued seven hundred twenty (720) hours sick leave, he may convert four (4) days accrued sick leave to four (4) additional personal holidays each fiscal year.
- d. When an employee has accrued one thousand (1000) hours sick leave, he may convert five (5) days accrued sick leave to five (5) additional personal holidays each fiscal year.

- e. When an employee has accrued one thousand two hundred eighty (1280) hours sick leave, he may convert six (6) days accrued sick leave to six (6) additional personal holidays each fiscal year.

8. Other Sick Leave Provisions.

- a. Used sick leave shall be charged on the basis of ten (10) hours per day for four day work week employees, or eight (8) hours per day for five day work week employees.
- b. Sick leave shall be charged in one quarter hour increments in accordance with the uniform time charging provisions of Article 14.

ARTICLE 9
OTHER LEAVES

1. Leaves of Absence.

Consistent with the needs of the County and unless otherwise stated, leaves of absence without pay may be granted for a limited period of time for any reasonable purpose not to exceed six months, and such leaves may be renewed or extended for any reasonable period of one (1) year.

Any employee who has been granted a leave of absence and who for any reason other than through no fault of the employee fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having voluntarily resigned his or her position with the County, and the employee's position shall thereupon be declared vacated, except and unless the employee prior to the expiration of the leave of absence has made application for and has been granted an extension of said leave.

2. Bereavement Leave.

An employee shall be granted not more than three (3) days' leave of absence with full pay in event of

death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of the employee's supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair or the Chair's designee(s), upon request.

3. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to the end of the work day, the employee shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division.

4. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

5. Maternity and Adoption Leave.

Maternity and adoption leave not to exceed six (6) months, shall be granted without pay at the request of the employee. Such leaves may be extended or renewed for a period not to exceed six (6) months.

6. Educational Leave.

After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

One (1) year leaves of absence for educational purposes, including any requested extension, shall not be granted more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences,

seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County. The County shall make every reasonable effort to enable interested employees an opportunity to attend inservice training and other educational opportunities.

The County will continue to promote and encourage educational self development opportunities for bargaining unit employees, and agrees to plan and budget accordingly to adequately accommodate paid educational leave requests, tuition reimbursement and other educational expenses. The County further agrees, that there shall be an "open-book" policy for the purpose of inquiries by unit members in regards to the balance of educational funds available. Denial of requests for paid educational leaves, tuition reimbursement and other educational expenses shall not be for arbitrary and capricious reasons.

All paid educational leave and tuition reimbursement shall be subject to the County's budgetary limitations and managerial priorities.

7. Accrual of Benefits During Unpaid Leave.

An employee will not accrue benefits during the period of unpaid leave of absence.

8. Military Service.

a. Any employee who is a member of the National Guard or the Military or Reserve Forces of the United States, and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties under the supervision of the United States or this state, shall be granted a leave of absence with pay up to fifteen (15) consecutive calendar days, or eleven (11) consecutive working days, per calendar year.

b. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift, provided that they agree to and do work on a scheduled day off in compensation.

9. Tuition Reimbursement.

The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in

improved performance, subject to the County's budgetary limitations and priorities. Preference will be given to reimburse any nurse for courses that are:

a. Required as a prerequisite to enroll in a BSN or MSN program, or;

b. Required as a part of the nurse's current enrollment in a BSN or MSN program. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, employees who have been granted leaves of absence with or without pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, will have the cost of registration and/or incidental expenses paid by the County upon prior approval of the Department head. Priorities for expenditures of any funds under this section shall be established by the County by considering together under the same criteria all pending requests for such funding made by bargaining unit members.

ARTICLE 10
HEALTH AND WELFARE

1. Eligibility.

Employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment and for the dental plan on the first day of the month following six (6) full months of employment, provided, however, that part-time employees must meet the payment obligations of Section 4 to become eligible.

2. Medical-Hospital.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care comparable to medical, hospital and vision care benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by the carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children.

As the term "current" or "currently" is utilized in this section it shall refer to the indemnity plan as modified in "3" below.

Effective September 1, 1988, the County will include prescription drug coverage in its HMO medical insurance plan in accordance with the terms of the "50% Kaiser option". Coverage will apply to the employee and members of his or her immediate family who are covered by the HMO insurance plan.

3. Modification of Indemnity Plan (currently administered by Blue Cross).

Effective September 1, 1988, the indemnity plan will be modified as described in subsections "a" through "f" below. Employees who are in the indemnity plan when this Agreement is executed will have the opportunity to apply for HMO coverage in advance of any changes to the indemnity plan.

a. The Basic/Major Medical Plan will be replaced by a Comprehensive 80/20 Major Medical Plan.

b. A \$100 deductible to be paid by the employee will be applied each calendar year to each person covered to a maximum of three (3) deductibles per family.

c. Once deductibles are applied, the Plan will pay 80% of the next \$5,000 of covered expenses incurred during a calendar year by each insured person. It will pay 100% of any additional covered expenses incurred within the calendar year.

d. The maximum lifetime benefit per person covered will be \$1,000,000.

e. Effective September 1, 1988, the Plan will include preventive physical exam coverage for employees only. Effective July 1, 1989 preventive physical exam coverage (the terms of which were discussed during the bargaining process) will be extended to the employee and members of his or her immediate family who are covered by the Plan.

f. Effective July 1, 1989, the Plan will include well baby coverage the terms of which were discussed during the bargaining process.

g. The scope of covered expenses except as specifically provided in "a" through "f" above shall remain the same as in the prior plan.

4. Dental Plan.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by an approved

Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children. Except, eligible part-time employees who work full-time 100% of time for thirty (30) continuous days (128 hours), the monthly premium for Medical and Dental shall be paid in full by the County.

5. Part-Time Nurses.

Part-time employees may receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County.

6. Successor Insurance Plans.

In the event any of the above insurance plans are no longer provided by the County, the County agrees to provide to affected employees a substitute plan, if available, of the same service delivery type at substantially the same or a better benefit level. If no substitute plan is available, the County shall provide coverage to affected employees under the terms of remaining dental and medical plans.

7. Retirees.

a. Persons who retire from Multnomah County employment at age sixty (60) or after, but before they are eligible for Medicare, and who have at least five (5) years of County service, shall be carried by the County on the group medical health plan until such time as the person is eligible for Medicare subject to the limitations of Section 2. above.

b. The County shall continue to make available to County retirees group medical health plan benefits.

8. Life Insurance.

The County agrees to provide each full-time and part-time employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars (\$20,000). Upon retirement after at least five (5) years of County service, retirees of Multnomah County will be provided with two thousand dollars (\$2,000) term life insurance coverage. Employees will designate their beneficiaries. Employees, at their option and expense, consistent with carrier contract(s), may purchase from the same carrier additional term life insurance as a supplement to that provided by the County. Insured employees will be provided a certificate evidencing such insurance.

9. Disability Insurance.

Any full-time or part-time employee covered by this Agreement may participate consistent with carrier contract(s), in the County's short-term disability insurance program; the monthly premium to be paid individually through payroll deduction.

10. Long Term Disability Insurance

The County will provide long term disability insurance to all members of the bargaining unit who are regularly scheduled to work at least half-time. The insurance is provided pursuant to the Standard Insurance Company proposal dated July 13, 1988 and presented by Fred S. James of Oregon. There will be a 180 day elimination period.

11. Waiver of Health and Welfare Benefits.

Employees may elect to waive participation (coverage) in the County's Health and Welfare Benefits Plan by submitting such request for waiver in writing on the appropriate County waiver form. Employees making such waiver will not be eligible to re-enroll until the County's official open enrollment period. The County shall reimburse employee(s) for waiver of benefit coverage an amount of money equal to thirty-three percent (33%) of the highest two (2) party premium paid by the County.

Any part-time employee who accepts waiver and wishes to purchase one of the County's dental insurance plans, at the employee's cost, may do so through payroll deduction subject to the limitations of this Article.

ARTICLE 11
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Association, employee and County.

3. The County shall supplement the amount or Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her bi-weekly net take-home pay subject to the following conditions:

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employees regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

b. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

c. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss be paid from and charged against his or her sick leave.

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability throughout the period the employee receives supplemental benefits, subject to the limitations of the Health and Welfare Article, if any.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplement benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 12
DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act.

ARTICLE 13
SENIORITY AND LAYOFF
GUIDELINES

1. Seniority and Layoff shall be governed by Personnel Rule 306 WCF ("Seniority and Layoff"), attached hereto as Addendum D and by this reference made a part of this Agreement, with the following exceptions and clarifications:

a. Promotional Line.

The following classifications (or future equivalents) shall be considered a promotional line:

- (1) Community Health Nurse (Community Health Nurses assigned to clinics or the field shall be treated as one classification for purposes of this Article subject to Section B. below).
- (2) Nurse Practitioner.
- (3) Nursing Services Supervisor.

b. Bumping Qualification.

An employee may bump another within the same classification or downward in the promotional line only if qualified to perform the duties of the position to which she is bumping. A clarification of this restriction shall include but not be limited to the following:

- (1) A Nurse Practitioner may bump another Nurse Practitioner only if she is in the same speciality.
- (2) Any Nurse Practitioner with a baccalaureate degree in nursing may bump any Community Health Nurse.
- (3) A Community Health Nurse with a baccalaureate degree in nursing may bump a Community Health Nurse assigned to either the field or clinic; a Community Health Nurse without a baccalaureate degree in nursing may only bump a Community Health Nurse assigned to a clinic/ Corrections Health.
- (4) A Nursing Services Supervisor (or its future equivalent(s) bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit.
- (5) Qualifications for bumping purposes are specifically limited to legal and/or job description qualifications, and specifically exclude knowledges, skills, and abilities normally acquired in orientation or on-the-job training.

c. Salary and Administration.

(1) Any employee who bumps to a lower classification at the highest pay step shall retain that rate only upon re-qualification under the terms of Article 16.

(2) The anniversary date of an employee who bumps to a lower classification shall remain unchanged.

d. Part-Time Employee Bumping.

(1) A more senior part-time nurse may bump a full-time nurse, provided he or she is willing to become full-time.

(2) A more senior full-time nurse may bump a part-time nurse, or with management approval, two (2) part-time nurses, provided the resulting full-time position is no more than forty (40) hours per week.

2. Notice of Layoff and Pre-Layoff Meetings.

Whenever possible, the County will notify the Association thirty (30) days in advance of a layoff. Either party may propose meetings to consider work sharing or other alternatives to a contemplated layoff.

3. Retirement.

Seniority determinations shall have no application to retirement matters.

4. Filling of Vacancies.

a. The County shall post all vacancies and new positions for a period of two (2) weeks, except five (5) days for Corrections Health, listing the classification, number of hours, days per week, department, and

shift of the employment position. The County may waive the initial posting period as recognized herein in the event of an emergency where the position may be filled temporarily for the duration of the emergency, or for short periods where a position may be left vacant in preparation for a layoff.

b. The County will fill all vacancies and new positions with first consideration given to qualified County employees over non-employees. The County shall select the most qualified applicant, considering such factors as years of service with the County, as well as clinical experience and educational background relevant to the position. Qualified full-time and part-time employees shall be considered over On-call and Temporary employees. The determination of an applicant's qualifications shall not be arbitrary or capricious.

ARTICLE 14

HOURS OF WORK

1. Normal Work Day.

- a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.
- b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.
- c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.
- d. So that the County can more effectively meet the health needs of the community, employees may elect, with the consent of the County, to work other than the regular work day. At the discretion of the County with the concurrence of the employee, longer hours in one (1) day may be offset by corresponding shorter hours in another, provided that all hours worked in excess of forty (40) hours in the work week are compensated in either overtime compensation or compensatory time off.

Pursuant to the Fair Labor Standards Act, Section 7(j), in Corrections Health, the work period shall be eighty (80) hours over a fourteen (14) consecutive day period.

2. Work Week.

In no case shall the work week be for more than forty (40) hours excluding the meal period. It is

understood by the parties that certain programmatic objectives may require the County to make specific changes in the work week. The days of the work week for full-time employees shall be consecutive unless arrangements for a split work week are requested by the employee and approved by the appointing authority.

3. Meal and Rest Periods.

a. All employees shall be granted a lunch period of not less than thirty (30) minutes during each work shift. Time off for a meal shall be permitted to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

b. An employee, with the approval of the appointing authority, may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above, provided, however, that no portion of such extended meal period shall be considered time worked for pay purposes. Adjustments to the starting or quitting time shall be made to accommodate the approved extended meal period, subject to the provisions of c. below.

c. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All part-time employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour portion of their shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5) hour portion of their shift (if on a five (5) or ten (10) hour per day schedule).

d. Employees required by their immediate supervisor or designee to remain at their work station or on standby in their assigned facility during their meal and/or rest period, such time shall be considered as time worked.

4. Work Schedules.

Except in an emergency, work schedules shall be posted on all departmental bulletin boards at least two (2) weeks in advance.

5. Weekend Provisions in 24-Hour Facilities.

Employees of 24-hour facilities who are required to work a split work week shall be provided two (2) weekends off in a calendar month. A weekend for purposes of this section shall mean Saturday and Sunday.

If such an employee is required by the County to work on any weekend which results in such employee receiving less than two (2) full weekends off in that calendar month, then such an employee shall receive compensation at the rate of time-and-one-half (1-1/2) his or her rate of pay for all such weekend hours worked.

6. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

a. 0 - 7 minutes rounds to 0 hours

b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(2) Working Over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 15: Wages.

(3) Leaves

Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 15

WAGES

1. Wages.

a. July 1, 1988.

Effective July 1, 1988 employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. The parties agree that this wage table results from a general wage increase over and above implementation of a new step system constructed to transition from the prior system as equitably as possible with the addition of an entry step for a graduate CHN (hired without a permanent nursing license pending successful passage of the State Board Examination).

Employees shall remain in the same numbered step in the new system as in the prior system, and each employee's anniversary date shall remain unchanged. Any nurse hired pending permanent licensure examination shall be advanced to Step 1 upon receiving his/her permanent license. Time spent at the temporary licensure step shall count toward the anniversary date for advancement to Step 2.

b. July 1, 1989.

Effective July 1, 1989 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula:

$$\begin{array}{rcl} \left(\begin{array}{l} \% \text{ increase in CPI} \\ \text{(National Urban Wage Earners} \\ \text{and Clerical Workers Index -} \\ \text{March 1988 to March 1989)} \end{array} \right) & = & \left(\begin{array}{l} \% \\ \text{increase} \\ \text{in each} \\ \text{wage rate} \end{array} \right) \end{array}$$

The minimum adjustment made shall be three percent (3%).

The maximum adjustment shall be four and one half percent (4.5%).

c. July 1, 1990

Effective July 1, 1990 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the same formula as in "b" above except the base period shall be March 1989 to March 1990. The minimum adjustment shall be three and one half percent (3.5%). The maximum adjustment shall be five percent (5%).

d. July 1, 1990 - Pay Equity

The parties recognize that the County is beginning a comprehensive compensation and classification study which shall be completed prior to July 1, 1990. Effective July 1, 1990 the County in addition to the pay increase specified in "c" above shall

allocate one percent (1%) of the July 1, 1989 base wage payroll of this bargaining unit before adjustment under the terms of "c" above for the purpose of pay equity increases to the wage rates of the classifications specified in Addendum A. These increases shall be made following consultation with the Association and shall bear a reasonable relationship to the results of the study. In no event shall the June 30, 1989 rates and range of any classification be increased less than two thirds of one percent (.66%) as a result of this provision.

e. Reopener.

In the event that the County's estimated general fund resources in the executive budget for 1989-90 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, due to any passage of property tax limitation measures, the terms of Section "1.b." above shall not be implemented and negotiations will commence on or before April 15, 1989, for substitute terms for Article 15. 1.b.

In the event that the County's estimated general fund resources in the executive budget for 1990-1991 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's

executive budget, due to any passage of property tax limitation measures, the terms of Section "1.c." above shall not be implemented and negotiations will commence on or before April 15, 1990, for substitute terms for Article 15, Section "1.c."

In the event of a reopener, should the parties exhaust all impasse resolution mechanisms provided by law, the terms of Article 6 (No Strike Clause) shall be waived for the duration of any resulting strike or lock out, providing that such labor dispute arises out of and is directed exclusively toward differences between the parties concerning substitute terms for Article 15.1.b.

2. Shift Differential.

The County agrees to pay the following shift premium in addition to the established hourly wage rate:

a. An hourly premium of seventy-five cents (75¢) for all hours worked on shifts beginning between the hours of twelve (12:00) noon and seven (7:00) p.m., or

b. An hourly premium of one dollar and sixty cents (\$1.60) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

3. Work in a Higher Classification.

Whenever an employee must be replaced by another employee(s) for a period of four (4) shifts within a thirty (30) day period and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy, if the employee(s) in fact performs a majority of the principal duties of the higher classification. Provided, further, however, that the amount of payment for acting as temporary supervisor shall be in accordance with existing practice.

Employees who regularly work on a part-week basis in a higher classified job will be the higher classified job will be the higher rate for all hours worked in such assignment.

4. Overtime.

a. Where operational circumstances permit, all overtime shall be by prior approval by the authorized supervisor or assigned designee, or evaluated, if appropriate, and approved later. Unauthorized and inappropriate overtime may result in disciplinary action. When overtime is worked, employees will be compensated at the rate of one and one-half (1.5) times their normal hourly rate of pay for additional time worked as follows:

- (1) In excess of eight (8) hours in any work day for a five-day-a-week employee;
- (2) In excess of ten (10) hours in any work day for a four-day-a-week employee;
- (3) In excess of forty (40) hours in any work week.

b. All work performed on an employee's scheduled second or third day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided the employee has worked on the first day of rest.

c. Work which is not required by the County, but is performed as part of the flexible hours concept as administered by the Department of Human Services (or its successor) shall not be considered overtime for pay purposes, provided such hours are accrued and utilized during the work week, or during the biweekly work period as provided by the Fair Labor Standards Act, Section 7 (j), in Corrections Health.

d. If consistent with the needs of the County, an employee may elect time off from work in-lieu-of overtime pay. In such case, the employee shall receive one and one-half (1.5) hours off or two (2) hours off for

each hour of overtime worked, depending upon and determined by the rate at which he or she would otherwise be paid for overtime in accordance with subsection (a) and (b) of this section.

5. Stand-by and Call-Back Pay.

a. Stand-by.

Employees on a regular work schedule who are placed on "stand-by" duty beyond their regularly scheduled work day or work week and are assigned an answering device for stand-by purposes, shall be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on stand-by status.

Employees on stand-by duty who are called in to work shall be compensated in compensatory time off or payment for the time worked at one and one-half (1.5) times their straight time hourly rate. Such employees are guaranteed a minimum credit of three (3) hours work for each occasion on which they are called in. In the event an employee is unable to use earned compensatory time, then the employee shall receive payment for the unused compensatory time at the overtime rate earned.

Work which is performed under this section shall be defined as work performed by an employee who is called back to work after having left the County

facilities. It shall not include work performed immediately prior to or immediately after the regular daily work shift.

b. Call-Back.

An employee not on stand-by who is called back to work on any day other than his regularly scheduled work day shall be paid a minimum of four (4) hours at the rate of time-and-one-half (1-1/2), if a full-time employee, or four (4) hours straight time, if a part-time employee.

6. Reporting Pay.

An employee who is scheduled to report for work and who presents him/herself for work as scheduled, but where work is not available for him/her, shall be excused from duty and paid at his/her regular rate for a day's work.

7. Reimbursement for Required Use of Personal Automobile.

a. Employees who are required to use their vehicle, as determined by the County, shall be reimbursed at the rate of twenty-two cents (22¢) per mile. Employees shall be assigned a regular reporting site, and if required by the County to report for work at an alternate work site, the employee shall be entitled to mileage

reimbursement, the difference in mileage to and from their regular work site and the alternate work site, if reporting directly from home to the alternate work site is a further distance.

b. To qualify for the thirty-five dollars (\$35.00) mileage base reimbursement employees must be required by the County, as a condition of their current job assignment, to have a vehicle available daily. They must routinely report to more than one site in a day and/or be required to make field visits. The thirty-five dollars (\$35.00) per month base reimbursement shall be for vehicle maintenance and insurance allowance.

It is further understood and agreed that employee(s) must be in active pay status to qualify and receive mileage base reimbursement. All other employees that use their own vehicles shall be reimbursed twenty-two cents (22¢) per mile only, pursuant to Section 7. a. above.

8. Parking.

a. For those employees required to use their vehicle, determined by the County, as a condition of employment and whose permanent reporting station is the J.K. Gill Building and MCDC, parking shall be provided for each employee by the County within a reasonable distance of that location. The number of parking spaces for which the County is obligated shall not exceed thirty-one (31)

at the time of the execution of this Agreement. In addition, the County agrees to meet with the Building Security Sergeant and the Association to coordinate means whereby a nurse assigned to a downtown jail facility during night operation may upon request be escorted to his or her parking place.

b. Employees on required assignment who are unable to find parking as provided for in item a. above shall be reimbursed for any parking fees incurred in the course of business. The County agrees to establish a procedure in cooperation with ONA for reimbursement of such fees. Field Community Health Nurses who are regularly assigned to the Southwest/Northwest area of the City with metered streets, shall be compensated an additional ten dollars (\$10.00) per month above the regular mileage reimbursement base.

9. Pay Upon Promotion.

Employees promoted to a higher classification will be placed at a step within the new range which results in a salary increase of not less than one (1) step above former salary.

10. Pay Upon Entry.

An employee may be credited for past work experience, clinical expertise, or advanced education, and

hired at a wage higher than step one (1) in the job classification upon request by the appointing authority with approval of the Director of Employee Relations.

11. Nurse Practitioner Certification.

An employee may not be classified or paid as a Nurse Practitioner unless he or she holds current certification as such from the Oregon State Board of Nursing (or its successor), and is actually assigned to and does perform Practitioner duties.

12. Lead Assignments.

a. Definition.

The Lead Nurse concept is to be utilized when the work situation dictates that the nurse who usually performs the same work as the other nurses in the work unit is, in addition, delegated limited supervisory duties when, in the County's judgment, such duties are not within the scope of the job description. Lead nurse and leadership issues are to be a priority at PNCC meetings.

b. Compensation.

When a nurse is assigned by an appropriate supervisor and performs Lead Nurse duties five

(5) or more consecutive work days, he or she shall receive a differential of five percent (5%) of his or her assigned rate beginning from the first day of such assignment.

13. Retirement.

a. PERS MEMBERSHIP.

Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated February 1, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

b. PERS Pick-up.

The County shall "pick-up" the employee contribution to PERS as permitted by Senate Bill 179, Chapter 373, Oregon Session Laws of 1981 (6%).

c. In-Lieu-of Retirement.

Each such permanent employee who elected not to participate in PERS at the time of integration shall be compensated an additional six percent (6%) based on their base rate and shall continue to receive from the County the amount of six and four/tenths percent (6.4%) of gross bi-weekly salary in-lieu-of employer retirement contributions. It is specifically

intended that this in-lieu-of retirement contribution payment be used to build an investment/savings program for post-retirement use.

d. Sick Leave in Application to Final Average Salary (PERS).

In accordance with the terms of ORS 237.153, one half of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

14. Corrections Health Nursing Premiums.

Each employee assigned to one of the correctional facilities shall be paid an hourly premium as follows:

Licensed Community Practical Nurse	44¢
Community Health Nurse	58¢
Nurse Practitioner	72¢

These premium amounts shall be increased in a percentage amount equal to any subsequent general wage increase during the term of the Agreement.

15. Payments in Error and Payments in Violation of Contract.

a. Knowing Receipt of Over-Payment.

Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error, has the obligation to call such payments to the attention of his supervisor. Failure to do so may result in disciplinary action. Any such knowing receipt of unauthorized payments or payments in error are fully recoverable.

b. Unknowing Receipt of Over-Payment.

Any unknowing receipt of unauthorized payments or payments in error due to clerical, technical, or computer error, are fully recoverable if the County presents the employee with a demand for repayment within sixty (60) days of the date of the error.

c. Repayment.

The County will upon request make every effort to receive over-payments specified in a. or b. above, by payroll deduction over a reasonable period of time, as determined by the Labor Relations Manager.

ARTICLE 16

PERFORMANCE EVALUATION TRANSITION

1. Transition from Article 16 of Predecessor Agreement.

Effective July 1, 1988 all terms of Article 16 of the predecessor agreement shall be terminated and compensation for each wage step shall be solely in accordance with Article 15, Addendum A, and Subsection 2 below. The County will consult with the Association in the development of a new evaluation instrument. For this purpose, a Performance Evaluation Committee will be constituted composed of three County and three Association members. The committee will meet at least twice a month for four (4) hours per meeting for a three (3) month period.

Any substitute evaluation system will minimally include:

- Clinical observations of the employee;
- That clinical observations related to professional nursing practice shall be performed by a registered nurse; and
- That a performance conference shall occur annually.

Prior to implementation of the new evaluation system, the bargaining teams will reconvene to hear comments from both teams.

2. Appeals and Relationship to Salary

a. Transition

During the transition in which a new performance evaluation instrument is being developed, step increases shall be granted automatically upon each employee's anniversary date. Employees will be evaluated with the current evaluation tool with the elimination of scoring boxes and the addition of a summary by the evaluating supervisor. Interim evaluations will be subject to the same minimum standards as defined in Section 1, paragraph 2 above.

b. Implementation of the New Plan

Any new evaluation instrument shall provide for the right of written employee response to the content of the evaluation. Once the new evaluation instrument is implemented, step increases will be granted only upon a determination by the County that the employee's overall performance is satisfactory. Any employee who is denied a step increase may appeal the reasonableness of such a denial in accordance with Article 19 of this Agreement.

ARTICLE 17
EMPLOYMENT STATUS

1. Extension of Probationary Period.

An employee's probationary period may be extended by written agreement of the appointing authority, the Association and the affected employee.

2. Resignations.

All nurses shall give the County not less than ten (10) work days advance written notice of the effective date of their resignation. Failure to give such notice forfeits any right to accumulated vacation, holiday and sick leave benefits. Exceptions may be made in extenuating circumstances by the appointing authority.

3. Other Terminations.

The County shall give any employee a ten (10) work day written notice prior to termination of employment; or if less notice is given, the difference between the number of days notice given and the required number shall be paid to the employee at the regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for employees who are discharged for gross violations of conduct and/or County rules.

4. Termination Interviews.

Upon termination of employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

ARTICLE 18
DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, or dismissal, or any combination thereof; provided, however, that such action shall take effect only after the appointing authority gives telephonic or written notice to the Association and Grievance Committee. This notice provision shall not apply to oral or written reprimands.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action solely and exclusively through the Grievance Procedure. The Association may submit such grievance at Step II or Step III of the grievance procedure. The standard of review of disciplinary actions appealed under this sub-section shall be the "in good faith for cause" standard.

3. Any non-probationary employee who is given a written or oral reprimand may utilize the first two (2) steps of the grievance procedure (in succession) in order to appeal and solicit modification or withdrawal of the action taken. Any employee who is given a written

reprimand shall have the right to have his or her written and dated response placed in his or her personnel file. Any employee may request and have removed from his or her personnel file any written reprimand and/or reference to oral reprimand and any response by the employee which is more than two (2) years old; provided, that no subsequent disciplinary action has been taken (within the two (2) years prior to the date of the request) for reoccurrence of the same or similar problem(s) giving rise to the original reprimand.

4. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

5. Any employee found to be suspended or discharged without cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

ARTICLE 19
SETTLEMENT OF DISPUTES

1. Grievance Procedure.

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally, any employee or the Association may present in writing such grievance to the employee's immediate supervisor within fourteen (14) calendar days of the alleged contractual violation; if, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within fourteen (14) calendar days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within seven (7) calendar days, provided however, that a written request for a seven (7) day extension mailed or presented to the ONA grievance officer with a copy to the Association representative shall be granted.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within fourteen (14) calendar days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within seven (7) calendar days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant or representative to the County Chair, or his or her designee(s), within fourteen (14) calendar days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant or representative within seven (7) calendar days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the County Chair or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within fourteen (14) calendar days of the notification to the Association, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within fourteen (14) calendar days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names(s); the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The parties agree that no less than five (5) days prior to any scheduled arbitration hearing they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. The "losing party" shall be designated by the arbitrator but shall be one or the other of the two parties to the arbitration. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Processing Grievances.

Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work. The Association shall provide the County's Office of Labor Relations (or its successor) with a current listing of all Grievance Committee members. The Association shall provide updates of this list as changes occur.

3. County-Association Meetings.

The County Chair, or his or her representative(s), shall meet at mutually convenient times with the Association committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Association committee shall consist of not more than three (3) members selected by the Association.

ARTICLE 20
GENERAL PROVISIONS

1. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation, or physical and mental handicap unless there are bona fide job-related reasons. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

The County and the Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association. The County and the Association further agree that there shall be no discrimination against any employee as a result of an employee's membership status or activity in the Association, provided, that such activity does not interfere with the effectiveness or efficiency of County operations.

2. Bulletin Boards.

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Association shall be effectual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Association Representatives.

The County agrees that accredited representatives of the Oregon Nurses association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work. The County will make a meeting area available with prior notice.

4. Rules.

The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided a copy of the rules at the time of hire.

5. Changes in Existing Conditions.

The County will solicit and be receptive to the input of the Association regarding any changes in working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

6. Supremacy of Contract.

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 or its successor, this agreement shall prevail.

7. Definitions.

By this reference, the definitions contained in Addendum C are made a part of this Agreement.

8. Contract Orientation and Distribution.

a. Within thirty (30) days of the signing date of this Agreement, the County will supply the Association with sufficient copies of the Agreement for distribution to all members of the bargaining unit.

b. As a part of a new employee's orientation, he or she shall be provided with a copy of the Agreement and names of bargaining unit representatives.

9. Safety Inspection.

As the County Chair's designee, the County Employee Services Director, or a member of the

Employee Services Division staff designated by him or her, shall no less than annually visit and inspect all facilities within the Division of Corrections to which nurses are assigned, for the purpose of identifying and attempting to remedy conditions which may jeopardize the safety of nursing staff.

10. Corrections Meal Practice.

The County shall provide a mid-shift meal for all nurses assigned to correctional institutions in accordance with the practice now in effect at Multnomah County Detention Center.

11. Professional Nursing Care Committee

a. Professional Nursing Forum (PNF):

The County continues to recognize the importance of utilizing the professional expertise of the bargaining unit nurses, including development of their professional and leadership skills. To meet these goals, and the goal of better patient care, the County shall continue to support a Professional Nursing Forum (PNF).

The Nursing Forum meetings shall be scheduled monthly and bargaining unit nurses may attend without loss of pay. Within budgetary limits, the County shall make every effort to allow bargaining unit nurses to regularly attend Forum and Forum Committee meetings.

b. Professional Nursing Care Committee:

The Professional Nursing Care Committee (PNCC) shall consist of one Field Nurse and one Clinic Nurse each chosen from the PNF, and one Nurse Practitioner chosen from and by the Bargaining Unit.

The PNCC shall meet at least quarterly with the Department Director and two other top managers of their choice. The PNCC and management shall review the function of Forum and other issues of concern related to patient care, delivery of service, educational programs, and other problems related to professional nursing care.

c. Terms: Terms of office for the PNF shall be for no more than two years and for the PNCC shall be for no more than one year. Each September, the Bargaining Unit Chairperson shall inform the Health Services Division Director of the names of the nurses elected for the following year. Replacements shall be elected in a timely fashion to fill out the unexpired term.

12. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or sub-contracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

b. The County agrees to meet with the Association to discuss the effect of proposed contracting out or sub-contracting prior to the presentation of the proposal to the County Chair or Board for formal action.

c. The County further agrees to meet with the Association at its request, to explore the alternative of work force reduction by attrition.

13. Loss of Personal Property.

An employee who suffers loss of personal property arising out of the performance of his or her duties and who has his or her claim for reimbursement denied by the County, may submit such claim to the Director of Employee Services or his or her designee(s) for review at the next County-Association meeting. In no event will payment be made when the employee's loss is recoverable through any insurance claim available to the employee. Approval of claims shall be subject to agreement by both the Association and the County.

ARTICLE 21

SAVINGS CLAUSE AND FUNDING

1. Savings Clause.

Should any Article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to attempt to negotiate a substitute, if possible, for the invalidated Article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. Funding.

The parties recognize that revenue needed to fund the wages, benefits, and budget-related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget-related existing conditions are, therefore, contingent upon sources of revenue and

annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 22
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division, and by Multnomah County Code 3.10 or its successor. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such

subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude:

1. The parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, or

2. The Association and the County Chair, or his or her designee(s) for labor relations from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration, or

3. The Association of County from requesting a County Association meeting to discuss matters related to terms and conditions of employment.

ARTICLE 23

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1988, and shall remain in full force and effect through the 30th day of June, 1991, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than April 1, 1991, or ninety days (90) prior to any subsequent anniversary date that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Effective July 1, 1988, the following wage rates shall apply for the steps indicated.

CLASSIFICATION	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	8.24	8.57	8.91	9.27	9.64	10.02	10.42	10.85	11.28
COMMUNITY HEALTH* NURSE	11.73	12.21	12.69	13.19	13.72	14.27	14.83	15.42	16.04
NURSE PRACTITIONER	14.54	15.04	15.51	15.97	16.72	17.18	17.69	18.22	18.77

* Any graduate nurse hired with a temporary license shall be paid at a special Temporary License Step of \$11.39 per hour for a maximum of six (6) months.

ADDENDUM B

MULTNOMAH COUNTY, OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having
voluntarily elected to become a member of
_____, do hereby authorize
Multnomah County as my employer to deduct from my accrued
earnings the monthly Association membership dues as
certified by the Executive Director of the Oregon Nurses
Association.

This deduction shall be made only if my accrued
earnings are sufficient to cover the above amount after
all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County
harmless against any claims made or suits instituted
against Multnomah County as a result of this authorization.

I understand that I may withdraw this
authorization at such time as I terminate my membership in
the above indicated employee organization or desire to
make other payment arrangements directly with the employee
organization involved.

Signed: _____ Date: _____
Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM C

DEFINITIONS

Continuous service. Means uninterrupted employment with Multnomah County subject to the following provisions:

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

b. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Executive Officer, or Employee Relations counsel.

c. For purposes of determining what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

Full-time employee. An employee regularly scheduled to work thirty-two (32) or more hours per week

if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

Managerial employee. Means a person who formulates policy or has a major role in the administration of policy; provided, that such role is not of a routine or clerical nature and requires the exercise of independent judgment.

On-Call employee. An individual hired to perform sick, vacation or variable load relief work on a sporadic basis when, in the County's judgment, no other form of appointment is practicable.

Part-time employee. An employee regularly scheduled to work less than thirty-two (32) hours per week but twenty (20) or more hours per week on a regular schedule.

Permanent employee. An employee who following an examination process is appointed from a list of eligibles certified by the Employee Relations Division to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

Probationary employee. A permanent employee serving a six (6) month period of trial service to determine his suitability for continued employment, such

period to begin on the date of his appointment from a list certified by the Employee Services Division. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of his supervisor his continued service would not be in the best interest of the County. A dismissed probationer shall be afforded upon request an opportunity to discuss his or her dismissal with the Director of Community Health Division or his or her designee(s).

Temporary employee. A non-permanent employee. The County agrees to notify the Association when any temporary employee has worked three (3) months.

Supervisory employee. Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ADDENDUM D
SENIORITY & LAYOFF

Scope

The following rules and procedures apply to all employees who have classified status, except that nothing contained in these rules and procedures shall supersede provisions of existing collective bargaining agreements.

Definitions

Layoff: A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

Continuous Service: Means uninterrupted employment with Multnomah County subject to the following provisions:

- a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.
- b. For purposes of determining length of service prior to July 1, 1975, an interruption of employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases already approved by the Board of County Commissioners, the County Chair or Employee Services Director.
- c. For purposes of what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration to a layoff list, or discharge for cause.

Promotional Line: Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

Bumping: The displacement of the least senior regular employee by another regular employee with more seniority within the classification.

Equivalent Classifications: Refers to matching by the Employee Services Division of an abolished classification with a current classification that has substantially the same duties, authority and responsibility.

Classification Previously Held: Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

Seniority

Seniority will be determined as follows, except where modified by collective bargaining agreements:

1. The total length of continuous service within the affected job classification and its equivalent within the County; if a tie occurs, then
2. Total length of continuous service within the affected department; if a tie occurs, then
3. Total length of continuous service within the County; if a occurs, then
4. Score on the last performance evaluation awarded under a system developed in accordance with Ordinance 89; if no system exists, then score on original entrance examination.

In computing seniority for regular employees, the following factors will be taken into account:

- a. Part-time work within the same or equivalent classification will count on a half-time basis.
- b. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.
- c. Time on authorized leave taken with pay will count.
- d. After July 1, 1975, time spent on authorized leave without pay that exceeds 30 calendar days will not count.
- e. Time spent on limited duration, temporary, provisional or unclassified appointment will not count.
- f. Time spent on layoff will not count.
- g. Time spent in a trainee capacity, e.g., PEP, WIN, CETA or other state or federal trainee programs, will not count.
- h. Time spent in classification of previous government service will count if the employee is transferred in accordance with ORS 236.610 through 236.650.
- i. Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.
- j. Time spent on probationary period that is not completed will count toward the previous class, if any.

- k. Time spent in all higher classifications and their equivalents within a promotional line shall be combined with time spent in the present classification and its equivalents to compute seniority.
- l. For purposes of determining length of service within a department, time spent in any organizational unit which became a part of the department through County reorganization and transfer shall be included.

Layoff Rules

- a. Layoffs will be identified by classification within the affected department. Employees holding positions within the affected classifications may be subject to demotion, transfer or layoff in inverse order of seniority.

Within a classification and department, limited duration, probationary, provisional and other employees who do not have classified status will be laid off before employees with classified status. Employees without status who are laid off will not be placed on layoff lists and do not have bumping rights.

- b. An employee who has not completed a probationary period following promotion and is subject to layoff shall be returned to the position previously held.
- c. Transfer to a classification with a higher maximum salary is a promotion and shall be accomplished by normal appointment procedures.
- d. A regular employee who is subject to layoff may transfer to a lower classification in the same promotional line or to a classification previously held or its equivalent, provided: a) a vacancy exists, or b) if no vacancy exists, the employee has more seniority than an employee in the lower classification.
- e. No employee shall have any rights over another employee working under permanent appointment in another department except under the following conditions, and only for employees covered by Local 88 AFSCME:
 - 1. The employee has exercised his or her seniority completely within his or her own department and is subject to layoff and
 - 2. The employee has a minimum of four years of continuous County service.

Employees that meet the above conditions shall be placed in seniority order on an inter-departmental bumping list for the classification in which they have exhausted their intra-departmental bumping rights. The most senior employee on this list shall transfer to a vacancy or bump the least senior employee with lesser seniority in the County, regardless of department.

- f. No employee may demote or transfer to a position unless he or she is qualified to perform the duties of that position. Employee may be denied transfer or demotion rights otherwise available under these rules only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within the normal orientation period. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.
- g. When options are available, filling a vacant position will take precedence over bumping another employee. Where bumping is necessary, the least senior employee will be bumped.

Where multiple vacancies are available and there is disagreement as to which vacancy an employee should fill, the following guidelines will apply:

- 1. Vacancies in the employee's current section or organizational unit will take precedence; if none are available, then
 - 2. Vacancies in the employee's current division; if none are available, then
 - 3. The department head will designate the appropriate vacancy among those in the other divisions within the department; if none are available, and the employee is qualified for the inter-departmental bumping list, then
 - 4. The County Chair will designate the appropriate vacancy among those in other departments.
- h. Employees who do not qualify for the inter-departmental bumping list may transfer to a vacancy in another department under the provisions of the Transfer section.

Layoff List

Employees, and their bargaining agents, who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee.

Employees who are subject to layoff and are offered transfer and/or demotion options will indicate their preference within three working days of receipt of notice of the options. Failure to do so will be deemed an agreement to accept layoff.

- Names of employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) in the promotional line.

Employees who accept lateral transfer or elect to retire will not be placed on layoff lists. Employees who accept a demotion in lieu of layoff will be placed on the layoff list for the classification(s) from which they demoted.

Employees are entitled to have their names remain on a layoff list for eighteen months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- a. Upon written receipt of the employee; or
- b. Upon election to take retirement status; or
- c. Upon acceptance of reappointment; or
- d. Upon declining an offer of reappointment; or
- e. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen days of its having been mailed.

Employees on a layoff list will be certified in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position. Eligibles on a layoff list shall be offered appointment to vacancies, in order of seniority, except in the following cases:

- a. The employee lacks a specific skill or knowledge required for the position that is not easily learned on the job within the normal orientation period. The Appointing Authority is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the layoff list for certification to other vacancies during his or her term of eligibility.
- b. Failure to select an employee, except as provided above, will be deemed a dismissal for cause and will be reviewed and processed according to the rules for dismissal.

Effect on Employees

Vacation leave: Non-Exempt employees who are laid off will be paid for unused vacation leave at their regular rate of pay, provided they have completed at least twelve months of service. Upon reappointment employees will continue to accrue vacation at their current rate.

Annual Leave: Exempt employees who are laid off will be paid for any unused annual leave and vacation leave at their regular rate of pay. Upon appointment, employees will be credited with annual leave entitlement based on length of County service.

Sick Leave: Non-Exempt employees who are laid off will retain their accrued sick leave during the time they are on the layoff list; accrued sick leave will become available for use upon reappointment.

Salary Continuation: Exempt employees who are laid off receive no compensation for unused salary continuation entitlement. Upon reappointment, employees will be credited with salary continuation entitlement based on length of County service.

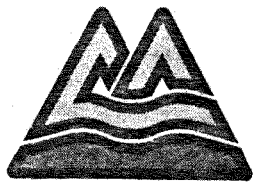
Insurance: County-paid insurance is discontinued after thirty days. Upon reappointment, County-paid insurance coverage resumes on the first day of the month following return, upon reapplication by the employee.

Seniority: Laid off employees retain, but do not continue to accrue, seniority during layoff. Seniority is lost when the term of eligibility for reappointment expires.

Salary Administration: Upon demotion in lieu of layoff, non-exempt employees will receive the rate of pay in the lower salary range that causes the least reduction in salary. No demoted employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion. Demotional appointments to exempt positions will follow the rules for other exempt appointments.

Upon reappointment from a layoff list, a non-exempt employee shall receive the rate of pay in effect at the time of reappointment for the step the employee was on when demoted or laid off, except that no reappointed employee shall be reduced in pay. The anniversary date of a reappointed non-exempt employee will be adjusted so that the time spent on lay-off or in a lower level classification will not count.

Reappointments of exempt employees will follow the rules for other exempt appointments.



MULTNOMAH COUNTY OREGON

57-58
J161

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 18, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held August 18, 1988, the following action was taken:

In the matter of approving a Request for Cre-)	
dentials and Requests for Proposals for Emergency)	
Ambulance Service (Continued one week from)	
August 9)	R-5)	ORDER
		#88-143

The Clerk was requested to prepare current copies of the Order for the Board.

Mr. Acker said he had called each of the licensees to check on EMT salaries, and that the County RFP is within the range for starting salaries. He explained how the projections were determined, and said those projections should hold until the contract is awarded. He submitted corrections, and read the new language regarding salaries.

Commissioner Anderson moved approval of the above-entitled matter dated August 18, 1988, duly seconded by Commissioner Kafoury.

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that the substitute page 29 be approved for both the RFC and RFP documents.

Commissioner Kafoury moved to substitute affirmative action language which she submitted for the affirmative action criterion on page 30. She stated she feels stronger language needs to be added that states the business entity will demonstrate it has made every reasonable and lawful effort to maintain the goals, duly seconded by Commissioner Miller.

Laurence Kressel, County Counsel, advised the language should be read.

Commissioner Kafoury explained the substitute (RFP Criterion for Affirmative Action) will be substituted for B.(2)(d)(1).

Mr. Acker read language he felt the Board wanted included in this section, and agreed to provide the Clerk of the Board with copies of that language. Following discussion, the Board agreed his version was what it wanted included in the RFC/RFP.

Commissioner Miller discussed at length her desire that the Fire Bureau be able to bid and be credentialed, and that she objects to the Bureau being penalized for not having a plan.

Dr. Gary Oxman, County Health Officer, explained that each organization, in order to be credentialed, must have an affirmative action plan that is strong and measurable. He feels the bidders must not only promise, but must follow through on those promises. If there is no follow through, it would be a contractual violation subject to contract revocation or fines under the enforcement mechanism.

Mr. Acker then read the following which would follow the last language read: "The plans or efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities but not specifically of the proposing agency itself, are not acceptable". He reported the rest of the document, as proposed, is correct.

Commissioner Kafoury explained that the language at the beginning of the section is not changed because it is spelled out in the body of the amendment.

Robert Phillips, County Affirmative Action Officer, stated he had no objections to any of the affirmative action amendments.

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that the amendments, as read by Mr. Acker, be approved.

The motion was considered, and upon a roll call vote, it is unanimously

ORDERED that the above-entitled Order and exhibits as amended be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By

Jane McGarvin
Jane McGarvin
Clerk of the Board

jm

cc: County Counsel
Purchasing
Health Protection
Emergency Medical Services

8/08/88

BOARD OF
COUNTY COMMISSIONERS
1988 AUG 16 AM 10:48
MULTNOMAH COUNTY
OREGON

REQUEST FOR CREDENTIALS

911 Ambulance Contract
Multnomah County, Oregon

The criteria in the document determine whether a provider of emergency ambulance services is qualified to compete for an exclusive franchise serving a portion of Multnomah County, Oregon.

EXHIBIT A

Contents:

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XII. Attachments:	
a) Brief Description of the Portland Multnomah County Emergency Medical Services Rules System.	19
b) Multnomah County Code Governing EMS	
c) Emergency Medical Services Rules	
d) Basic Life Support Protocols	
e) Advanced Life Support Protocols	
f) Ambulance Service Areas for Multnomah County, Oregon	
g) ORS Governing Ambulance Services and Administrative Rules	
h) Quality Assurance	
i) Call Data Availability	

I. The Plan

Pursuant to State law, Multnomah County has adopted an emergency ambulance services plan. The plan divides the County into two ambulance service areas (ASAs). The County intends to award exclusive franchises for each area in order to obtain efficient and effective service for all citizens.

II. The Purpose of Request for Credentials

Franchise proposals will only be accepted from qualified applicants. The criteria in this document establish those qualifications. Once applicants are qualified in accordance with this document, they will be permitted to respond to Requests for Proposals (RFPs) for the two ASAs.

III. Nature of Contracts to be Awarded

Separate franchises will be awarded for two ASAs (see map attachment F). Each franchisee will provide exclusive responses to all 9-1-1 generated emergency calls in an ASA. Although a qualified applicant may submit proposals for each of the two ASAs, the

plan requires that each ASA will be served by a different provider.

County policy contemplates future award of a single franchise for the entire County. At present, however, the option is not legally permissible due to a ruling by the Multnomah County Circuit Court.

IV. Term of Contracts

The two franchise contracts will be for terms of four years each. The expected start date for this service is no later than July 1, 1989. The contracts will be included as appendices to the RFPs.

V. Description

The area to be served is all of Multnomah County, divided into two ASAs. (See map attachment F.) This includes the cities of Portland, Gresham, Wood Village, Troutdale, and Fairview and unincorporated Multnomah County. The response area will be approximately 465 square miles. The population base in Multnomah County, according to the latest census, is 566,200. In addition, the population of Multnomah County increases

during the day, because Portland and Multnomah County are the hub of a tri-county area and non-residents come into Portland to work or shop.

Multnomah County is currently served by 14 general and acute care hospitals. A trauma program is in place with Oregon Health Sciences University (OHSU) and Emanuel Hospitals designated as level 1 trauma hospitals. An interim trauma program had been in place since February of 1985. Trauma statistics are available from this program and will be provided to qualified applicants.

The current emergency ambulance service system within Multnomah County is governed by Multnomah County Code (MCC) and rules (see Attachments b and c). All applicants must become familiar with MCC and the rules, which set forth requirements for response time, licensing, staffing, dispatch, mutual aid, trauma program, and medical direction.

Mutual aid is available in the fringe areas of Multnomah County by rule under MCC. Because of the rural nature and geographical barriers in the extreme east and west ends of the County, applicants are

encouraged to use mutual aid agreements to meet minimum response time requirements.

The current Multnomah County system uses four private ambulance service providers. They are assigned ambulance service areas under County rules. These current providers meet all Advanced Life Support criteria as set forth in MCC and its rules. In addition, a first responder program is available throughout the County. First responders are the Portland Fire Bureau, and the fire departments of Gresham, Corbett, Skyline, and Sauvie Island. Gresham Fire Department and Portland Fire Bureau are Advanced Life Support first responders. They maintain a total of eight ALS first responder rescue units. First responders are governed by MCC and the rules.

Currently, all 911 call-answering and dispatch is provided from a central location in the County, through a contract between the Office of Emergency Medical Services and the Bureau of Emergency Communications. The Emergency Medical Services dispatch system functions under standard operating procedures, triage guidelines, pre-arrival instructions, and other medical administrative areas as determined by the Office of

Emergency Medical Services. A computerized dispatch system is currently used, and information from this system is provided as a part of this credentialing document. Triage guidelines and pre-arrival instructions are similar to the Emergency Medical Priority Dispatching system. Dispatchers are trained to the emergency medical dispatch level as recognized by the State of Oregon.

The Office of Emergency Medical Services is responsible under Multnomah County Code (MCC) for the development of Basic Life Support and Advanced Life Support protocols. These protocols are attached for your information (d and e). Applicants must know the requirements of these protocols, which are not expected to substantially change when contractors are chosen.

The current Emergency Medical Services system uses a contract with the Hooper Detoxification Center to respond to and arrange transportation for some person-down calls in the central City area. These calls may be telephone-triaged as being alcohol-related, and they are not responded to by usual first responders or ALS ambulances. This has reduced the number of no patient transport calls in the

inner-city area. The contractor for ASA 1 will be required to contract with the Hooper Center to offer this service. A subsidy will be offered by the County which will pay for a portion of the cost of this service.

The total number of responses for 1986 was 31,140. The total number of transports was 21,175.

V. Contract System Requirements

The responsibilities of a franchisee will be set forth in the franchise agreement. The responsibilities are outlined below to assist potential applicants. However, the material below is not a complete description of a franchisee's obligations.

Franchisee Responsibilities:

1. The contractor for each ASA must furnish all vehicles and Advanced and Basic Life Support equipment. This material is detailed in the Multnomah County Code (MCC) and the rules. Also attached for the applicant's information are the State law requirements (attachment G).

2. The contractor for each ASA must furnish all mobile communications equipment. Currently the Multnomah County Emergency Medical Services program functions on UHF and VHF. The contractor for each ASA must furnish VHF mobile communications equipment capable of operating on 155.340 mhz with a digital encode capability. In addition, the contractor for each ASA must furnish mobile communications equipment for communication on Med-Nets 1, 4, 7, and 9. This mobile communications equipment must also provide for the technician to speak over the Med-Net radio from the patient compartment of the ambulance. UHF paging capability must also be a part of the contractor-provided system. The paging on Med-Net-9 will be used for ambulance crew alerting and dispatch.

3. The contractor for each ASA must furnish all personnel needed to carry out the requirements of the contract. The personnel requirements are detailed in MCC and the rules. Two EMT IV's (Oregon-certified), must be on each Advanced Life Support ambulance. In addition, the contractor

must furnish personnel for supervisory, billing, collection, and administrative functions.

4. The contractor for each ASA must furnish to the County \$42,500 per year, in quarterly payments. These funds will be used by the County to contract with a physician-supervisor for the system. This amount may increase or decrease based upon the costs incurred by the County in contracting for a physician supervisor.

State law currently requires that each EMT above level 2 function with an immediate physician supervisor. Contractors will not be required to carry liability insurance for the physician supervisor.

5. The contractor for each ASA must provide liability insurance to meet the minimum legal requirements as stated in Section VIII, paragraph M.
6. The contractor for ASA 1 will contract with Hooper Center to provide inebriate outreach services.

EMS Office Responsibilities:

1. The Emergency Medical Services office will furnish central dispatch service. This will include 911 call-takers and dispatchers and maintenance of the Med-Net radio system.
2. The County will provide on-line medical control through a contract.
3. The County will provide a physician supervisor for all 911 activities and will support continuing education for EMT's through a contract.
4. A taxi fund is administered by the EMS office. This allows for indigent ambulatory patients to be moved by paid-cab to a hospital when ambulance services are not required.
5. A subsidy will be paid to the contractor for ASA-1. The subsidy is intended to underwrite the major portion of the cost of inebriate outreach services.

VI. Credentialing Evaluation and Appeal Procedure

An organization wishing to respond to the RFP must first meet the minimum credentialing requirements set forth herein.

Response to the credentialing document will be evaluated by a credentialing committee. The committee consists of the Emergency Medical Services Director, a representative of the County Medical Advisory Board, a citizen-at-large, a Multnomah County Medical Society representative, a Multnomah County representative of small business, and an Emergency Medical Technician-Paramedic. The credentialing committee will be selected by the Board of County Commissioners. If an organization wishes to submit proposals for both ASAs, a separate credentialing document must be completed for each ASA.

VII. Outline of Credentialing Procedure

1. After considering all timely submissions (See Section XII, the credentialing committee will adopt a report listing the applicants meeting the credentialing requirements and those not meeting

the requirements. The report will describe the reasons any applicant does not meet the requirements.

2. The report will be filed with the Multnomah County Purchasing Director and mailed to each applicant by certified mail.
3. An applicant may appeal a decision of the credentialing committee to the Board of County Commissioners. An appeal must be filed with the Director of Purchasing on or before the tenth business day after the committee report is filed with the Purchasing Director. Late appeals will not be considered. Appeals must be in writing.
4. The Board of County Commissioners will consider all timely appeals. Each appellant will be notified by the clerk of the board in writing of the time and place of an appeal hearing.

The Board may consider any evidence pertinent to whether the appellant meets the credentialing requirements. At the conclusion of an appeal hearing, the Board will rule on whether the

appellant meets or does not meet the credentialing requirements. The ruling will be accompanied by a written order setting forth the basis for the Board's decision. The order will be mailed to the appellant by certified mail.

VII. RFP Evaluation Procedure

The procedure for evaluating proposals submitted by qualified applicants and for awarding franchises for the two ASAs are set forth in each RFP. See those documents for details.

VIII. Policy on Credentialing and Franchising Procedure

The county intends to review timely applications in a fair and open manner. The goal is to provide select providers who will give the most efficient and effective emergency ambulance services to the public.

The criteria and procedures contained in the RFC and the RFPs will guide the selection procedure.

Although the franchise process is legislative in nature, and therefore is not subject to quasi-judicial rules of

procedure, applicants should not have private contacts or discussions with members of any reviewing committee or Board, including the Board of Commissioners, once applications for credentialing or franchise award are submitted. If a private contact occurs, the affected committee or Board member should make a public disclosure at the next available public meeting, or in any event, prior to the final action by the county. The disclosure should indicate (1) the date of the contact and the identity of the person initiating it and (2) the nature of the contact, i.e., the information given or obtained.

IX. Contract Monitoring

The Emergency Medical Services Office will monitor franchisees for compliance with the franchise contracts, the county code and the implementing rules. Compliance with medical requirements will also be monitored by the physician-supervisor and the Medical Advisory Board.

The Emergency Medical Services office will maintain a process for quality assurance. The process will seek to prevent breakdowns in quality as well as to identify and correct existing problems. A subcommittee of the Medical

Advisory Board will carry out the quality assurance guidelines of the Medical Advisory Board (see attachment H).

A rate committee will review proposed rate increases or decreases. Pursuant to the county charter, the committee will be created by ordinance. The committee will consist of representatives of each franchisee (contractor) and the public. The committee will make recommendations to the EMS Policy Advisory Board and the Board of County Commissioners. However, applicants are advised that rate increases are within the discretion of the county. Proposals must be submitted on the assumption that rates will be stable throughout the contract period.

X. Reimbursement

Except as noted earlier with regard to the county subsidy for the inebriate outreach program in ASA 1, reimbursement for services will be by consumers and the appropriate insurance carriers. Franchisees will be responsible for billing and collections.

XI. RFP Organization

The Request For Proposal is organized in six areas; personnel, communications, medical, equipment, business practices, safety net. The RFP describes minimum requirements under each of these areas. Proposals meeting the minimum requirements will be scored in additional areas. See the RFPs for further detail.

As already stated, a qualified applicant may submit proposals to serve each of the ASAs. However, the current plan requires the county to award franchises to different providers for each ASA. Each proposal will be judged on its merits as a "stand alone" proposal.

XII. Submission Process For Credentialing

Applicants for credentialing must provide all information requested in this document to:

Multnomah County Purchasing
2505 SE 11th Avenue
Portland, Oregon 97202,
Telephone Number (503) 248-5111
Contact person: Franna Ritz.

THE DUE DATE FOR SUBMITTAL IS _____, 1988.
LATE APPLICATIONS WILL NOT BE ACCEPTED.

All information must be submitted with no fewer than 15
copies three-hole punched.

The following must be provided by the applicant on the
initial pages of the credentialing document. The
applicant will not be credentialed if this information
is omitted.

- . Name and address of organization.
- . Name of organization's liaison for the
credentialing process.
- . List of names, addresses, and share of ownership
of all owners of the organization.
- . Brief narrative description and chart of the
organization's structure.
- . Description of financial interests of the
organization and parent company in other related
businesses and a description of those businesses.
- . Brief narrative description of services currently
provided.
- . Brief history of the organization's involvement in
delivery of Advanced Life Support services over
the last ten years.

A consortium of operators may apply as an applicant. Each individual member of such an applying consortium must meet all minimum credentialing requirements listed (below/above) except that a pooling of capital or credit will be allowed to meet the \$225,000 required in Section VIII, paragraph C. Each individual member of that consortium must, not later than at the time it submits its credentialing materials, contractually accept equal liability with all other consortium members for all compliance with legal and contractual requirements if the consortium receives the contract, and joint and several liability with each other consortium member for any tort, rule infraction, or penalty, and must guarantee that all legal and contractual requirements will be met. Written documents confirming the precise nature of the legal relationship between the members of the consortium must be furnished. The structure of the consortium must be fully explained. The consortium's legal counsel (who must be admitted to practice in Oregon) must provide an opinion letter confirming without qualification that the consortium agreement is valid, binding, and not illegal under state or federal laws.

In the event the required information is not provided, the applying consortium will not be credentialed.

XIII. Minimum Credentialing Requirements

The following information and supporting proof must be provided in the credentialing document in the order listed here.

A. The applicant must meet either 1 or 2 below:

1. The applicant must have been licensed by Multnomah County to provide ambulance service for the calendar years of 1986 and 1987 and during that period must have provided advanced life support care as defined by the Multnomah County advanced life support and basic life support protocols. The necessary experience may have been gained as a first responder at the ALS level or by providing ALS transport in Multnomah County; or
2. The applicant must have served a population of at least 125,000 as the primary provider of advanced life support services for the last two calendar years. The population must be in contiguous areas but may cross geopolitical lines. "Primary provider"

means that applicant provided at least 90% of the ALS care and transport to the population in question.

NOTE: The population served under 1 or 2 above will serve as the "credentialing population" for purposes of this document.

Proof of population served must be furnished by census data. Proof applicant was the primary provider of Advanced Life Support for the required period of time must be confirmed in writing by a public official responsible for reviewing EMS services in the jurisdiction.

If the required information is not furnished or the data does not support the minimum population base and length of service, the applicant will not be credentialed.

- B. The applicant must meet response time requirements of the system serving the credentialing population.

If this requirement is other than the 8 minutes/90% standard employed by the county, the applicant shall describe the standard.

The applicant must submit proof of meeting the applicable response time standard for the credentialing population over the preceding 12 months.

In addition, the applicant must report the total number of calls answered, the number answered in 8 minutes or less, and the number answered in more than 8 minutes.

The response time requirement in the system serving the credentialing population must be met or exceeded for the last 12 months. The state, region, county, or city regulator of the applicant must document that the above mentioned response time standards were met.

If the required information is not provided or demonstrates a deficiency in response-time, the applicant will not be credentialed.

- C. The applicant must have at least \$225,000 in capital assets available to pay operating expenses in the Multnomah County system for at least 45 days. This amount may be made up of cash, securities, uncommitted accounts receivable or credit from financial institutions or an equivalent source. Accounts receivable must be no more than one year old and discounted 40 percent.

Documentation of the above must be provided from a CPA, bank, or other lending institution.

Documentation must include a sworn statement that the applicant meets the above requirement. If the required information is not provided or the minimum capital requirement is not met the applicant will not be credentialed.

- D. The applicant must provide an audited or reviewed operating statement for the last two fiscal years and the most recent balance sheet (within 12 months). If this information is marked as proprietary it will remain confidential information and not be a part of the public record.

This information must demonstrate the financial stability of the applicant.

The information may pertain only to the company serving the credentialing population. EXCEPTION: If a joint venture or consortium of operators process is used, see Section XII.

If the required information is not provided or the statements show financial instability or unsound business practices, the applicant will not be credentialed.

- E. The applicant must provide information which verifies its current business structure, and its having met the appropriate state legal requirements for establishing such a structure. A certificate of incorporation must be provided if applicant is incorporated. If applicant is unincorporated, it shall provide a current status certificate of its Assumed Business Name.

Applicants not meeting the legal requirements in the credentialing population will not be credentialed.

- F. A current Dunn and Bradstreet rating shall be submitted, if available.

If a Dunn and Bradstreet rating is not available this must be so noted.

If a current Dun and Bradstreet rating is available and applicant does not provide it in the credentialing submittals, the applicant will not be credentialed.

- G. The applicant must meet either 1 or 2 below:

1. The applicant must have billing experience, and a collection rate of at least 60%. The calculation of the collection rate must be based on the credentialing population and must cover at least the preceding two years. The data supporting the calculation must be verified by a CPA with personal knowledge of applicant's billing practices.

In addition, applicant must provide statements signed by Medicare and Medicaid fiscal officers for the credentialing population, indicating that applicant's

billing practices meet Medicare and Medicaid requirements.

If an applicant does not provide (1) proof of a 60% or better collection rate and (2) the above-mentioned certifications from Medicare and Medicaid officers, it will not be credentialed.

2. If the applicant does not provide billing services, it must provide a detailed description of the billing process it will use in the county system. The training process that will be used to acquaint personnel with third-party billing methodology must also be set forth.

If an applicant fails to describe the proposed billing and training processes or if the applicant fails to demonstrate the ability to perform billing services, it will not be credentialed.

- H. The applicant must provide ALS and triage protocols from the system serving the credentialing population. These protocols must demonstrate a level of medical care similar to that of the current Multnomah County system.

The Advanced Life Support protocols must be included as a part of the credentialing document. The Advanced Life Support protocols must be clear and concise and describe the relationship between off-line and on-line medical direction or control.

Triage protocols which are used for telephone answering, and/or field triage from Basic Life Support to Advanced Life Support or Advanced Life Support to Basic Life Support must be included. These protocols must also include any pre-arrival instructions used by EMS call-takers and dispatchers as well as any other pertinent information. If the required information is not provided, the applicant will not be credentialed.

- I. The applicant must furnish a description of medical control from the system serving the credentialing population. This description must

demonstrate a degree of medical control similar to that of the present Multnomah County system.

The description of medical control must include off-line and on-line medical control.

The applicant will not be credentialed if it fails to provide a description of medical control.

- J. The applicant must furnish the drug list from the system serving the credentialing population. It must be equivalent to the drug formulary needed to provide Advanced Life Support as described in the Advanced Life Support protocols in Section VIII, paragraph H.

The applicant must provide a listing of the drugs and IV fluids carried on each ambulance. The listing must include the form, dosage and amounts carried.

The applicant will fail credentialing if it does not provide the drug list or if the drug list does not provide for pre-hospital care according to the standards set forth in the Advanced Life Support protocols in Section VIII, paragraph H.

- K. The applicant must furnish letters from the governmental authorities regulating emergency medical services in the jurisdiction(s) served by applicant, stating that applicant has been in substantial compliance with all rules and regulations in all areas served for the past two years. Letters must also indicate whether applicant was cited for violation of law during the period, and the disposition of any violation enforcement proceedings.

For each infraction or rule violation noted by government authorities, applicant must provide a statement explaining the circumstances.

Failure to provide the above documents or failure of the applicant to be in substantial compliance with all governing rules will cause the applicant to fail in the credentialing process.

- L. The applicant must provide proof of liability insurance coverage for the operation serving the credentialing population in the following amounts: combined single limit for bodily injury and property damage (vehicular) \$500,000 minimum;

malpractice \$1,000,000; and umbrella liability \$1,000,000. If the applicant is self-insured, it shall document that its reserves for payment of losses are not less than the insurance requirement stated above. Proof of self-insurance must be provided. Also the self-insured must provide proof that its program meets any legal requirements of the state in which it is legally based.

Alternatively, proof of insurability to the minimums stated above must be provided by the applicant's insurance company.

Failure to provide proof of insurability, self-insurance, or enough information to assure proof of insurability will cause the applicant to fail the credentialing process.

- M. The applicant must present proof of maintenance of an affirmative action plan that complies with United States Executive Order 11246, the rules and regulations promulgated thereunder by the Office of Federal Contract Compliance Programs, and other relevant Department of Labor rules and

regulations. The plan must be that of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance service; plans of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable. If the applicant has not previously been required to prepare such a plan, then it must do so, and must submit the opinion of legal counsel that its plan does fully comply with the foregoing requirements. The applicant's proof must include a copy of the plan. If the Department of Labor has audited the plan, proof must also include its final comments on the plan as presented (that is, its certificate of compliance or its show cause letter).

In addition, the applicant must provide evidence of good faith efforts to comply with terms of Presidential Executive Order 11246, the rules and regulations promulgated thereunder by the Office of Federal Contract Compliance Programs and other relevant Department of Labor rules and regulations.

The applicant shall not be credentialed if it fails to provide such proof.

- O. The applicant must provide a description of the peer review process and internal quality assurance program used in the credentialing population.

The program and process must include methods for identifying problems by prospective and retrospective review and specific measures undertaken to solve problems. These must be described. The quality assurance process will not qualify an applicant for credentialing unless it covers the following areas: response times in excess of the standard of the system, substandard EMT performance, EMT deviation from protocols or from on-line medical direction, disputes at the scene, and billing irregularities. Proof that these areas are covered must be provided. In addition, the process for handling (including outcome) complaints from the medical community and public must be described.

The applicant must include for the past two years any and all correspondence between applicant and any system-wide quality assurance process concerning applicant's performance. Applicant must describe any actions it has taken in response

to specific issues raised in the quality assurance process. Any significant protocol deviations, disregard of medical direction (on-line or off-line) or patient death where questionable care was rendered by the EMT, must be provided (name of patient, EMT, date, location, or any other identifying factors may be deleted) to protect confidentiality.

If the information required above is not fully provided or if it demonstrates that applicant has an inadequate peer review or internal quality assurance process, the applicant will not be credentialed. If the information demonstrates noncompliance with medical control, response time criteria, or a substandard quality of pre-hospital care as evidenced by many protocol deviations or high patient morbidity or mortality, the applicant will not be credentialed.

Attachment (a)

A. BRIEF DESCRIPTION OF PORTLAND-MULTNOMAH COUNTY EMS SYSTEM

1. Population served: 566,200
2. Political units: Multnomah County, cities of Portland, Gresham, Troutdale, Fairview, and Wood Village
3. EMS calls per year: 31,000 in 1986
4. Notification and dispatch: 911 is available throughout the County.

Medical calls received via 911 are transferred to EMS Central Dispatch. Through the use of a computer aided dispatch system, requests for medical assistance are triaged and the appropriate ambulance and fire units are dispatched.

EMS dispatchers provide pre-arrival instructions to callers over the telephone until aid arrives.

Average Process Time;

88 seconds. This includes non-emergency calls.

5. Response:

First Responders:

75+ apparatus are operated by the 5 fire departments with the County. The personnel on these units all have received at least Crash Injury Management training with the majority trained and certified as EMT-I.

All departments provide first response to life-threatening medical emergencies. Five fire departments respond to all medical emergencies. Five fire departments respond to all medical calls. Two fire departments have a total of eight transport capable ALS rescue units. In addition, two ALS first responder fire apparatus are used.

6. Public accountability (see organizational chart attached):

- A. Multnomah County passed an EMS Ordinance in 1980 which authorized a Policy Board to oversee licensing and recommend rulemaking in an EMS system.
- B. The City of Portland and the East County cities of Gresham, Fairview, and Wood Village signed agreements with Multnomah County in 1980 authorizing enforcement of the ordinance. The City of Fairview signed an agreement in 1985.
- C. The EMS Policy Board is composed of the Multnomah County Executive, a Portland City Commissioner, and a representative of the mayors of the East County cities.
- D. The Policy Board meets approximately two times per year in public hearings to recommend to the Board of County Commissioners the amendment, adoption, or repeal of administrative rules concerning the EMS system.
- E. The City-County Office of EMS is responsible for the administration of the EMS Ordinance and Rules.
- F. A Medical Advisory Board composed of four physicians, a nurse, and two paramedics must approve all rules to be adopted by the Policy Board which directly concern patient care. To date, the Board has written a standard set of ALS Treatment Protocols, as well as protocols concerning the use of on-line medical control.

7. Medical Accountability:

Off-Line Medical Control:

- A. The ambulance contractor(s) and the fire departments will have the same EMS physician supervisor.
- B. A uniform set of Treatment Protocols has been adopted by rule for use by all ALS providers in the system.
- C. All providers must use the Treatment Protocols written by the Medical Advisory Board.

On-Line Medical Control

- A. The Oregon Health Sciences University (OHSU) provides a single and centralized source of physician advice to paramedics in the field via UHF radio and telephone.

Quality Assurance

- A. A quality assurance committee does provide for random sample and specific case review with regard to call dispatch, appropriateness of patient care, and hospital use. (See attachment h.)

8. CPR Training:

The following organizations and groups conduct regular CPR Training in the community:

Association

American Red Cross
American Heart

Area Hospitals
Private Companies

9. Present Providers: AA Ambulance Portland Fire
Bureau
Buck Ambulance Gresham Fire
Department
(Willamette Falls Ambulance) Skyline Fire
Department
Tualatin Valley Ambulance Sauvie Island
Fire
(Southwest Ambulance) District 14
Fire
CARE Ambulance

ORGANIZATION CHART

Multnomah County Board of County Commissioners

County
Commissioner

Policy Board

Portland Fire and
EMS Commissioner

E. County
Mayor
Representative

City/County Health Officer
Director of EMS

(7) Medical
Advisory
Board

Provider Board
All Licensees

- 4 Physicians
 (1) Medical Society
 (2) Emergency Physicians Association
 (3) Medical Resource Hospital
 (4) At Large

- 1 Nurse
2 Paramedics

HISTORY OF EMS IN PORTLAND - MULTNOMAH COUNTY

- 1913 Buck Ambulance incorporated as city's first private ambulance company.
- 1966 City Club recommends regulation of ambulance services.
- 1969 Dr. Leonard Rose trains first paramedics at Buck Ambulance in cardiac defibrillation.
- 1971 City Club recommends adoption of county-wide ordinance.
- 1974 State of Oregon Established EMT training.
- 1975-6 Multnomah County EMS Advisory Council prepares draft of ordinance.
- 1978 City and County agree to establish representative EMS system.
- 1980 Multnomah County enacts comprehensive EMS ordinance. Portland, Gresham, Troutdale, Wood Village approve agreements.
- 1981 Central Dispatch initiated.
Licensing begins.
911 implemented.
- 1982 Central Dispatch converted to computer-aided system.
On-line medical control implemented.
Standard Treatment Protocols adopted.
- 1983 Two EMT-4s required on all emergency ambulances.
Ambulance districts reduced from twenty-eight to six.
- 1985 Trauma system implemented with nation's first computer processing of available hospitals.
- 1986 Rate Study Task Force recommends a single emergency ambulance provider chosen by competitive bid.
- 1987 Circuit Court rules on case brought against EMS by ambulance companies, judge rules County cannot be one ambulance service area and Policy Board cannot make rules.
- 1988 EMS ordinance revised to provide rule-making responsibility to Multnomah Board of County Commissioners.

Attachment I

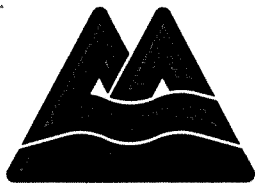
The call data of calls for ambulance service through 9-1-1, formulated upon geocode base, and hour of day, compiled for the first nine four-week periods of 1987, and the data of all over-eight-minute response times by an ambulance, by geocode base and specific address, is available upon request.

This information, in a more complete form, will be a part of the RFP. The present data has not been checked for its accuracy with regard to the data itself or the actual computer printouts.

If you determine it would be beneficial for your organization to have this data, it can be obtained by contacting Multnomah County Purchasing and requesting the data. The cost for this material will be \$83 plus postage and handling.

Multnomah County Purchasing
Franna Ritz, Buyer, (503) 248-5111
2505 SE 11th Ave.
Portland, OR 97202

2134R



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
1120 S.W. FIFTH AVENUE, SUITE 1400
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

M E M O R A N D U M

TO: Dr. Gary Oxman
Health Officer

Joe Acker
EMS Director

FROM: Larry Kressel *LK*
County Counsel

DATE: August 12 1988

RE: RFP for ASA 1

COUNTY COUNSEL
LAURENCE KRESSSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS
JOHN L. DU BAY
SANDRA M. DUFFY
J. MICHAEL DOYLE
H. F. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

BOARD OF
COUNTY COMMISSIONERS
AUG 16 AM 11:16
MULTNOMAH COUNTY
OREGON

Our detailed review of the RFP for ASA 1 during the last week has finally produced a live birth. The document will be delivered to you on August 12 by beaming across the technological wonderland of Wang wires.

As you know, the Board hopes to approve the RFC and the two RFPs on August 18. The device for approval is an Order. A copy of the Order that should be adopted is attached to this memorandum. I will forward the original to the clerk of the board.

Note that the Order refers to the RFC and RFPs by title and date. Please make sure that the cover pages of the RFC and RFPs have the correct designations, so that it is clear these are the documents referred to by the Order.

I proofread the RFP for ASA 1 and found numerous glitches. I made corrections for many of them. However, there are some places that need your attention. I am attaching to this memo several pages of the RFP with yellow tabs marking places for your consideration.

Dr. Gary Oxman
Joe Acker
August 12, 1988
Page 2

A technical reading for accurate cross references and for consistent numbering has yet to be done. I like your idea of a new (did you say "digital"?) numbering system. I believe the evaluation committee would benefit if each paragraph had a separate number.

Robert Phillips and I worked on the affirmative action criteria. This is a very tricky section. Please review it closely. I accepted Robert's suggestion of incorporating the federal definition of "good faith effort" for entities that have not met their goals. However, in truth, I have not had time to read the federal regulations.

There are two other points to make about affirmative action. First, the copy of the RFP we beamed to you did not include the following language, which should be inserted at the end of the PART II section dealing with affirmative action:

"The affirmative action provisions of all proposals shall be evaluated and scored by the Multnomah County Affirmative Action Officer, who shall report the results to the evaluation committee. The committee shall be bound by the Affirmative Action Officer's evaluation and scoring."

The other issue is raised by a note Chris Thomas gave me during last Thursday's hearing. If a newly formed joint venture makes a proposal, it may be difficult to test compliance with the affirmative action criteria. This is because a new venture will not have a plan or an employment history. The RFP section on Evaluation Procedure addresses this in a very general way, but the language there does not quite fit the affirmative action situation. Perhaps we need language such as the following:

"If a proposal is submitted by a joint venture of several entities, each entity must meet the affirmative action requirements of this RFP."

2189R/dp

cc: Clerk of the Board
Barbara Donin
Robert Phillips

RFP CRITERION FOR AFFIRMATIVE ACTION

R-9

8/18/88

Revised approved
Columbus

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action hiring and promotion and continues that commitment.

A proposing entity will receive 10 points if it meets each of the following criteria. Fewer points may be awarded if some but not all the criteria are met.

- (1) If the proposing entity has had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that for the prior plan year it has set annual hiring goals as required by United States Executive Order 11246 and its implementing regulations, and has met at least 95 percent of each such goal. If a goal has not been met, the entity shall describe the good-faith effort it made to attain the goal.

If the proposing entity has not had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) notwithstanding the exemption, it has made good faith efforts during the previous year to adopt and implement affirmative action policies throughout its operations.

The plans or regulations efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

- (2) The proposing entity must also provide information confirming that, for at least the past three years, it has neither (a) paid more than \$2,000 to settle a discrimination claim made by a current or former employee nor (b) had such a claim determined or adjudicated to be valid, whether or not yet paid.
- (3) The proposing entity must also demonstrate that it is committed to carry out affirmative action policies during the contract period. Evidence of this commitment may consist of the following: (a) the plan required under the credentialing document is detailed and stated in

measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan.

approved
8/18/88

15 points are awarded for total compliance. For each .056 above the maximum level, 1 point will be deducted to a maximum deduction of 15. Example: The SSP calls for five twenty-four hour ambulances. The UHU of each is .512. The deviation of each ambulance is .112 to (0.056×2) . Therefore, two points are deducted for each of the five ambulances. Total award $15 - 10 = 5$ points.

c. The management structure proposal must address the following requirements:

- 1) An on-duty field supervisor for each eight ALS ambulances in service will gain 9 points. The supervisor must not be directly responsible for providing care while on duty. Points will be awarded by using the 8 to 1 ratio as the standard.

Example: The proposal offers one supervisor for each twelve ambulances. The proposer would get 6 points as follows:

$$\frac{\text{Standard Ratio}}{\text{Proposed Ratio}} \times 9 \text{ points} = \frac{1/8}{1/12} \times 9 = 6 \text{ points}$$

- 2) The curriculum vitae section of the management personnel proposal will be awarded fifteen points using the following standards for each management function. If the personnel in the proposal do not meet the criteria, fewer or no points will be awarded.

5 Points. Operations Manager. College degree (BS or BA) with at least four years experience in ambulance service delivery. Current EMT-P status. The experience must have been gained in a system of at least 20,000 emergency calls per year. (Four years additional EMS supervisory experience may be substituted for the college degree.)

5 Points. Business Manager. College degree (BS or BA) with at least four years experience in ambulance third-party billing procedures, and in working with labor groups. The experience must have been gained in a system which bills at least 10,000 patients annually. (Four years additional EMS business experience may be substituted for the college degree.)

5 Points. Training Coordinator. EMT-P, ACLS instructor, PHTLS or BTLIS instructor, with three years experience as a training coordinator for at least fifty EMT-Ps. Experience in a peer-review process for at least fifty EMT-Ps for three years is also required.

Note: It is not necessary that the above listed functions be performed by different personnel in the proposer's organization. Full points will be awarded if the functions are provided by one or more persons who meet the qualifications.

- 3) 15 points. A benefit package which is at least five percent of the EMT-gross salary (in addition to the required 30 percent under 1-A) will receive fifteen points. If less than a five percent benefits increase is proposed, three points will be added for each percent above the benefit level required in 1-A to a maximum of 15 points.

30 points. The proposal will not qualify for any of these points unless it provides for:

- 1) A hiring preference for "Multnomah County" EMT-4s that is based on length of service within the Multnomah County EMS system;
- 2) A system of annual EMT-4 raises during the franchise period that at least corresponds to increases in the consumer price index; and
- 3) An EMT wage scale that is progressive and has at least six steps.

Three points will be awarded for each 1% that a proposal exceeds salary minimums in all of the following areas:

- 1) Starting salary (minimum = \$17,400);
- 2) Top salary (minimum = \$22,000); and
- 3) Present salaries of Multnomah County EMTs, whether newly hired or a part of the contractor's workforce.

If a uniform percentage of increase is applied to all three salary areas described above, that percentage will be used for calculating the points to be awarded. If different percentage increases are applied to any of the three salary areas described, the lowest percentage increase will be used for calculating the points to be awarded.

Example 1 (Uniform Increases for all 3 Salary Areas)

Proposal calls for:

- . Minimum EMT starting salary of \$17,748 (i.e. \$17,400 + 2%)
- . Top salary of \$22,400 (i.e. \$22,000 + 2%)
- . All "Multnomah County" EMTs to receive their current salaries plus 2%.

Award in this example: 6 points (based on 2% increase)

Example 2 (Non-uniform Increases)

Proposal calls for:

- . Minimum EMT starting salary of \$17,922 (i.e. \$17,400 + 3%)
- . Top salary of \$22,880 (i.e. \$22,000 + 4%)
- . All "Multnomah County" EMTs to receive their current salaries plus 5%.

Award in this example: 9 points (based on lowest percentage increase, i.e. 3%)

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action in hiring and promotion and continues that commitment. The 10 point total will be divided among the criteria set forth below.

A proposing entity will receive up to 5 points if it meets either (1) or (2) below, as applicable:

- (1) If the proposing entity has had an affirmative action plan in place prior to submitting its proposal it shall demonstrate that for the prior plan year it set annual hiring goals as required by United States Executive Order 11246 and its implementing regulations, and met at least 95 percent of each such goal. If a goal was not met, the entity shall demonstrate that it made good faith efforts to attain the goal. For purposes of this criterion, "good faith efforts" means those actions required by 41 CFR Ch. 60.

The efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

- (2) If the proposing entity has not had any affirmative action plan in place prior to submitting its proposal it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) it had an appropriate representation of women and minorities in its work force, i.e. women and minorities were not "under utilized" as that term is used under Executive Order 11246 and its implementing regulations. Particular attention will be given to work force utilization in the EMT classification.

Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must also provide information confirming that, for at least the past three years, it has neither (a) paid more than \$2,000 to settle a discrimination claim made by a current or former employee nor (b) had such a claim determined or adjudicated to be valid, whether or not yet paid.

Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must demonstrate that it is committed to carry out affirmative action policies during the contract period. Evidence of this commitment may consist of the following: (a) the plan required under the credentialing document is detailed and stated in measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan. If the proposal fails to provide this demonstration of affirmative action commitment, none of the ten affirmative action points will be awarded.

2-A Communications:

- a. The proposal does provide each ambulance and EMT crew with UHF capability on MEDNet 1-4-7-9-10 and personnel alerting on MEDNet 9.
- b. The proposal does show by SOP that the contractor will advise EMS dispatch of any vehicle status change.
- c. The proposal does show by SOP that the contractor will advise EMS dispatch of vehicle crew and status.
- d. The proposal does show by SOP that the contractor will use the Multnomah County EMS triage guide.
- e. The proposal does show by SOP that the contractor will adhere to the rules as listed in the RFP 2-A e, f, g, h, i, j, k, l, m, n, p.
- f. The proposal does provide a system status plan (SSP) for a one month period as required in Section 2A-o. The SSP does provide coverage for all of Multnomah County, with a response time of eight minutes or less, ninety percent of the time. In evaluating the proposal's compliance with this standard, the county will use the call volume data for geo-code areas provided in Appendix 4. The SSP must also not use mutual aid for more than five percent of the calls.
- g. The proposal does provide liability insurance, and "return transportation" for the first responders. The SOP's provided do meet the RFP requirements.
- h. The proposal does agree to provide mutual aid agreements with adjoining ASA's. A copy of the proposed mutual aid agreements is provided.
- i. The proposal does provide for no more than five percent of calls during one four-week period to be answered by mutual aid.

3. Medical:

- a. The proposal does state that the proposer will adhere to the EMS rules as stated in the RFP in 3.A a, b, c, d, and e. If the proposer is not currently functioning under these rules, the proposal must describe how the rules will be implemented.
- b. The SOPs incorporate the ATAB I Plan and the proposal sets a date within six months when all EMT-PS will complete Prehospital Trauma Life Support or equivalent training.
- c. The SOPs incorporate the MCI Plan and Quality Assurance Program and the proposal states that the contractor will adhere to the standards. The proposal does agree to participation in at least one major drill and two mini-drills per year.
- d. The proposal does provide a first responder training program which complies with the RFP requirements at no cost to the first responder.

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The efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

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Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must demonstrate that it is committed to carry out affirmative action policies during the contract period. Evidence of this commitment may consist of the following: (a) the plan required under the credentialing document is detailed and stated in measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan. If the proposal fails to provide this demonstration of affirmative action commitment, none of the ten affirmative action points will be awarded.

Revised 8/18/88

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- b. The SOPs incorporate the ATAB I Plan and the proposal sets a date within six months when all EMT-Ps will complete Prehospital Trauma Life Support or equivalent training.
- c. The SOPs incorporate the MCI Plan and Quality Assurance Program and the proposal states that the contractor will adhere to the standards. The proposal does agree to participation in at least one major drill and two mini-drills per year.
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- (2) If the proposing entity has not had any affirmative action plan in place prior to submitting its proposal, it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) it has an appropriate representation of women and minorities in its work force, as shown by not having an underutilization as defined by regulations under Executive Order 11246 of women or minorities in its EMT job positions.

The plans or efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

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approved
8/18/88

- 3) 15 points. A benefit package which is at least five percent of the EMT-gross salary (in addition to the required 30 percent under 1-A) will receive fifteen points. If less than a five percent benefits increase is proposed, three points will be added for each percent above the benefit level required in I-A to a maximum of 15 points.

30 points. The proposal will not qualify for any of these points unless it provides for:

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Example 1 (Uniform Increases for all 3 Salary Areas)

Proposal calls for:

- . Minimum EMT starting salary of \$17,748 (i.e. \$17,400 + 2%)
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Award in this example: 6 points (based on 2% increase)

Example 2 (Non-uniform Increases)

Proposal calls for:

- . Minimum EMT starting salary of \$17,922 (i.e. \$17,400 + 3%)
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Award in this example: 9 points (based on lowest percentage increase, i.e. 3%)

15 points are awarded for total compliance. For each .056 above the maximum level, 1 point will be deducted to a maximum deduction of 15. Example: The SSP calls for five twenty-four hour ambulances. The UHU of each is .512. The deviation of each ambulance is .112 to (0.056×2) . Therefore, two points are deducted for each of the five ambulances. Total award $15 - 10 = 5$ points.

- c. The management structure proposal must address the following requirements:

- 1) An on-duty field supervisor for each eight ALS ambulances in service will gain 9 points. The supervisor must not be directly responsible for providing care while on duty. Points will be awarded by using the 8 to 1 ratio as the standard.

Example: The proposal offers one supervisor for each twelve ambulances. The proposer would get 6 points as follows:

$$\begin{array}{rcl} \text{Standard Ratio} & & 1/8 \\ \hline \text{Proposed Ratio} & \times 9 \text{ points} = & \frac{1/8}{1/12} \times 9 = 6 \text{ points} \end{array}$$

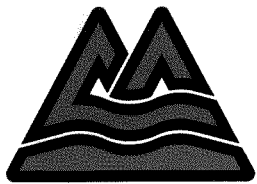
- 2) The curriculum vitae section of the management personnel proposal will be awarded fifteen points using the following standards for each management function. If the personnel in the proposal do not meet the criteria, fewer or no points will be awarded.

5 Points. Operations Manager. College degree (BS or BA) with at least four years experience in ambulance service delivery. Current EMT-P status. The experience must have been gained in a system of at least 20,000 emergency calls per year. (Four years additional EMS supervisory experience may be substituted for the college degree.)

5 Points. Business Manager. College degree (BS or BA) with at least four years experience in ambulance third-party billing procedures, and in working with labor groups. The experience must have been gained in a system which bills at least 10,000 patients annually. (Four years additional EMS business experience may be substituted for the college degree.)

5 Points. Training Coordinator. EMT-P, ACLS instructor, PHTLS or BTLIS instructor, with three years experience as a training coordinator for at least fifty EMT-Ps. Experience in a peer-review process for at least fifty EMT-Ps for three years is also required.

Note: It is not necessary that the above listed functions be performed by different personnel in the proposer's organization. Full points will be awarded if the functions are provided by one or more persons who meet the qualifications.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
1120 S.W. FIFTH AVENUE, SUITE 1400
PO. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

MEMORANDUM

TO: Jane McGarvin
Clerk of the Board (101/606)

FROM: Larry Kressel *LK*
County Counsel

DATE: August 10, 1988

RE: Order Adopting RFC and RFPs for
Ambulance Plan

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS
JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

Attached is the amended order adopting the RFC and RFPs. Please circulate this to the Board of County Commissioners for the August 11 meeting. The RFC and RFPs will be delivered separately.

2155R/dp
Attachment

BOARD OF
COUNTY COMMISSIONERS
1988 AUG 10 PM 1:53
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF MULTNOMAH

In the Matter of Approving)	ORDER APPROVING REQUEST
a Request for Credentials and)	FOR CREDENTIALS AND
Requests for Proposals for)	REQUESTS FOR PROPOSALS
Emergency Ambulance Service)	FOR EMERGENCY AMBULANCE
)	SERVICE FOR MULTNOMAH
)	COUNTY

WHEREAS, the EMS Policy Board recommended adoption of an Ambulance Plan that divides Multnomah County into two ambulance service areas and has recommended that the service providers be selected by a competitive [bid] process; and

WHEREAS, the Board of Commissioners has adopted the Plan; and

WHEREAS, in order to implement the plan, it is necessary to issue a Request for Credentials (RFC) and Requests for Proposals (RFPs) to potential service providers; and

WHEREAS, the Emergency Medical Services Policy Board has reviewed such documents and has recommended approval of them, NOW THEREFORE

IT IS HEREBY ORDERED that the RFC AND RFPs, dated August 11, 1988, attached hereto and marked Exhibits A, B and C are approved.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By  _____
Laurence Kressel
County Counsel

1393R/dm
081088:4:1

- 5) the top wage in the wage scale for EMT-4s must be at least 10% above \$22,000, the top wage for EMT-4s in Multnomah County.

For each percentage point the proposal is above the required minimum starting salary, three points will be given to a maximum of 30 points.

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action hiring and promotion and continues that commitment.

A proposing entity will receive 10 points if it meets each of the following criteria. Fewer points may be awarded if some but not all the criteria are met. The evaluation and scoring shall be done by the Multnomah County Affirmative Action Officer, who shall report the results to the evaluation committee.

R-9
8/11/88

Add: 5B(C)

10 pts. The proposer is encouraged to propose implementation of methods to improve the efficiency and effectiveness of the Multnomah EMS system. The proposal should explain in full detail the suggestion and how it will improve the efficiency and effectiveness of the system. The proposal must be consistent with the MCC, ASA Plan, and EMS rules.

5B(E) The proposal does increase the effectiveness and efficiency of the EMS system. The proposal is consistent with the MCC, EMS rules, ASA Plan. The proposal which meets the above criteria will be awarded up to ten points.

DRAFT

R-9
8/11/88
approved by
McCormack

Proposed alternative on RFP evaluation procedure as requested by Comm. Anderson (new language is underlined, bracketed language is deleted):

RFP p. _____

6. If the MAB concludes that the proposal does not meet a minimum requirement, or scores the proposal so that it is no longer the highest ranking, it will so state in a written report to the EMS PAB [evaluation committee]. The report will explain the basis for the MAB's reccomendation [action. The evaluation committee will then submit the next ranked proposal to the MAB]

7. The EMS Policy Advisory Board will review only the proposal ranked highest by the evaluation committee [and approved by the MAB]. The review will be based on the RFP. Following that review, the Advisory Board will adopt a report and reccomendation to the Board of County Commissioners. The report will indicate whether the Advisory Board agrees or disagrees that the proposal has been correctly evaluated by the evaluation committee and MAB.

8. The Board of County Commissioners will receive the reports and reccomendations of the evaluation

Memo Re: Background Information
May 6, 1988
Page 2

committee, the MAB and the EMS Policy Advisory Board. The County Commission intends to review only the proposal ranked highest by the evaluation committee [and approved by the MAB]. The County Commission may accept the proposal or reject it as the public interest so requires.

10. If the Board accepts the proposal, it will award a franchise for the affected ASA to the successful proposer. If the Board does not accept the proposal it may request further review by the evaluation committee, MAB or Advisory Board, submission of the next ranked proposal or group of proposals or it may terminate or indefinitely suspend the proceedings without an award."

RFP CRITERION FOR AFFIRMATIVE ACTION

R-9
Approved
8/11/88
by [signature]

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action hiring and promotion and continues that commitment.

A proposing entity will receive 10 points if it meets each of the following criteria. Fewer points may be awarded if some but not all the criteria are met.

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If the proposing entity has not had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) notwithstanding the exemption, it has made good faith efforts during the previous year to adopt and implement affirmative action policies throughout its operations.

The plans or regulations efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

- (2) The proposing entity must also provide information confirming that, for at least the past three years, it has neither (a) paid more than \$2,000 to settle a discrimination claim made by a current or former employee nor (b) had such a claim determined or adjudicated to be valid, whether or not yet paid.
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measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan.

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Example: The proposal offers one supervisor for each twelve ambulances. The proposer would get 6 points as follows:

Standard Ratio		1/8	
	X 9 points =	<u> </u>	X 9 = 6 points
Proposed Ratio		1/12	

- 2) The curriculum vitae section of the management personnel proposal will be awarded fifteen points using the following standards for each management function. If the personnel in the proposal do not meet the criteria, fewer or no points will be awarded.

5 Points. Operations Manager. College degree (BS or BA) with at least four years experience in ambulance service delivery. Current EMT-P status. The experience must have been gained in a system of at least 20,000 emergency calls per year. (Four years additional EMS supervisory experience may be substituted for the college degree.)

5 Points. Business Manager. College degree (BS or BA) with at least four years experience in ambulance third-party billing procedures, and in working with labor groups. The experience must have been gained in a system which bills at least 10,000 patients annually. (Four years additional EMS business experience may be substituted for the college degree.)

5 Points. Training Coordinator. EMT-P, ACLS instructor, PHTLS or BTLIS instructor, with three years experience as a training coordinator for at least fifty EMT-Ps. Experience in a peer-review process for at least fifty EMT-Ps for three years is also required.

Note: It is not necessary that the above listed functions be performed by different personnel in the proposer's organization. Full points will be awarded if the functions are provided by one or more persons who meet the qualifications.

RFP CRITERION FOR AFFIRMATIVE ACTION

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action hiring and promotion and continues that commitment.

A proposing entity will receive 10 points if it meets each of the following criteria. Fewer points may be awarded if some but not all the criteria are met.

- (1) If the proposing entity has had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that for the prior plan year it has set annual hiring goals as required by United States Executive Order 11246 and its implementing regulations, and has met at least 95 percent of each such goal. If a goal has not been met, the entity shall describe the good-faith effort it made to attain the goal.

If the proposing entity has not had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) notwithstanding the exemption, it has made good faith efforts during the previous year to adopt and implement affirmative action policies throughout its operations.

The plans or regulations efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

- (2) The proposing entity must also provide information confirming that, for at least the past three years, it has neither (a) paid more than \$2,000 to settle a discrimination claim made by a current or former employee nor (b) had such a claim determined or adjudicated to be valid, whether or not yet paid.
- (3) The proposing entity must also demonstrate that it is committed to carry out affirmative action policies during the contract period. Evidence of this commitment may consist of the following: (a) the plan required under the credentialing document is detailed and stated in

measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan.

8/18/88

Request for Proposal

for

Call Answering Ambulance Service Franchise for all
911 Generated Calls Within ASA 2 Multnomah County, Oregon

Date

EXHIBIT C

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A. STATEMENT OF PURPOSE

Multnomah County is requesting proposals from qualified (credentialed) organizations for emergency ambulance services within Ambulance Service Area 2 (ASA 2), Multnomah County. The boundaries of ASA 2 are described in Appendix 2. Only organizations that have been credentialed to participate may submit proposals.

B. Program Objective

The County's objective is to assure that ASA 2 is served by efficient (i.e. least costly) and effective (high quality) emergency ambulance services. The county believes this objective can be attained by awarding an exclusive franchise for emergency ambulance service for ASA 2.

C. Background

System Description - The EMS System in Multnomah County is governed by Multnomah County Code (MCC) 6.31.005 through 6.31.990 and Emergency Medical Services (EMS) Administrative Rules.

Multnomah County is 465 square miles with a population of 566,200.

Data concerning ambulance calls generated by Emergency Medical Services Dispatch, including number of responses, and number of transports from 1985 until the present is included as Appendix 4.

The Emergency Medical Services communications system is described in Appendix 14.

A description of Emergency Medical Services Dispatch appears in Appendixes 15, 16, 20.

Basic Life Support Protocols and Advanced Life Support Protocols are included as Appendixes 5 and 6.

The Physician Supervisor RFP and contract descriptions are included as appendix 7.

The Area Trauma Advisory Board I Trauma Plan is included as appendix 8.

The Inebriate Outreach Program (CHIEERS) contract and program description for ASA I are included as appendix 9.

A description of the Taxi Program is included as appendix 19.

D. Proposer Instructions

1. Respondents must submit an original and 23 complete copies of the proposal to: Purchasing Director, Multnomah County, 2505 SE 11th Avenue, Portland, OR, 97202, no later than 2:00 p.m. on _____. Late proposals will not be accepted. An optional pre-proposal conference will be held on _____ at _____. Questions to be considered at the pre-proposal conference must be submitted in writing to the Purchasing Director Multnomah County no later than _____.
2. The proposer must respond to the RFP in a format which corresponds to the format in Section I of this document (e.g. 1 Personnel 1.A.(a)). If the proposer does not follow this format, the proposal will be considered non-conforming and will not be evaluated.
3. The RFP is organized by six areas: personnel, communications, medical, equipment, business practices and safety net. Each area has a minimum requirements section, denoted with the letter "A." Some areas also have a section in which points can be awarded. These are denoted with the letter "B."

Responses to the minimum requirements sections will be evaluated on a pass/fail basis. If a proposal fails to meet any minimum requirement, the proposal will be rejected.

Qualifying proposals will then be awarded points in category B sections.

The evaluators will judge proposals against the category A and B requirements by reference to the criteria in Section II of this RFP. The outline of the requirements in Section I is intended to assist proposers and evaluators in applying the criteria in Section II.

4. The original proposal and copies must be bound or in ring binders.
5. Award Cancellation

Multnomah County reserves the right to cancel award of the franchise at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

6. Clarification or Protest of Requirements

Any proposer requiring clarification of the information or protesting any provision herein, must submit specific comments in writing to:

Director of Purchasing
2505 SE 11th Avenue
Portland, OR 97202

The deadline for submitting such questions or comments is _____. If, in the Purchasing Director's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all credentialed individuals, firms and corporations having received out the RFP. The addendum shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the RFP given out by County managers, employees, or agents shall not bind Multnomah County. All addenda shall be issued by the Purchasing Director not later than five (5) days prior to the deadline for submitting proposals.

7. Rejection of Proposals

Multnomah County reserves the right to reject any or all responses to this Request for Proposal.

8. Cost of Preparation of Response

Costs incurred by any proposer in the preparation of the response to this Request for Proposal are the responsibility of the proposer and will not be reimbursed by the County.

9. Equivalent Products

Product brands or models, if stated or implied by the specifications, indicate type, design, and quality desired, and shall not restrict proposer to one manufacturer. Products which meet or exceed specification requirements for design, quality, and functional utility will be considered.

If the proposal includes an equivalent item, include descriptive information brochure and/or specifications sufficient for the County to make a determination as to equivalency.

Any variations from specifications on equivalent products must be itemized.

10. Assignment

Neither the franchise contract that may be awarded nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of Multnomah County.

11. Nondiscrimination in Employment

The successful proposer's attention will be directed to the provisions of Oregon Revised Statutes, prohibiting discrimination in employment. The proposer's attention is called to section ____ of the draft contract (appendix 23).

E. Evaluation Procedure

All proposals will be evaluated first by the EMS Proposal Evaluation Committee. The EMS Proposal Evaluation Committee will be appointed pursuant to the Home Rule Charter and will consist of:

- EMS Director (non-voting)
- Representative Citizens (2) at least one of whom will have financial knowledge and experience (e.g. CPA)
- Medical Advisory Board Representative
- Multnomah County Medical Society Representative
- Multnomah County Purchasing Department Representative (non-voting)
- An Emergency Medical Technician from outside of Multnomah County with no past or present ties to any proposer or licensee of Multnomah County

The evaluation committee will select a facilitator from its membership at its first meeting. Neither the EMS Director nor the representative of the Purchasing Department will serve as facilitator.

When a consortium presents a proposal, the consortium must clearly and in detail explain how its component entities or personnel will deliver services, equipment, or personnel in each area of activity. The evaluation committee shall not consider cumulative "qualifications." Only the qualifications of the person actually designated to perform the activity or the specifications of the item actually to be used are relevant when specific persons or items are at issue. When corporate or group characteristics are being reviewed, only the least qualified or least well-specified item put forward by the consortium will be considered.

If a proposal is submitted by a joint venture of several entities, each entity must meet the affirmative action requirements of this RFP. During the evaluation process, the evaluation committee, Medical Advisory Board (MAB), EMS Policy Advisory Board (EMS PAB) and Board of County Commissioners (BCC) may require interviews of personnel described in the proposals, hear oral presentations, conduct on-site visits to facilities, or take other action to assist in the evaluation process.

- 1) The proposals will be evaluated first by the evaluation committee to determine whether they meet the minimum requirements (Category A). Any proposals which do not meet the minimum requirements will be rejected.
- 2) Proposals meeting the minimum requirements will be awarded points in the Category B areas by the evaluation committee.
- 3) The top-ranking proposal will be recommended to the Medical Advisory Board. If the same proposer is top-ranked for both ASAs, the evaluation committee will recommend which ASA the proposer will serve, based on the best interests of the community.

- 4) The evaluation committee's recommendation will be accompanied by a written report indicating the committee's reasoning. The purpose of the report will be to advise the MAB and other reviewing bodies of the rationale for the recommendation and of the resolution of significant issues that arose during the evaluation process.
- 5) The MAB will evaluate only the top-ranked proposal. The evaluation will address the following portions of the RFP: 1-B(a), 3-A&B in their entirety, and 4-A (b, c, d, and e).
- 6) If the MAB concurs in the evaluation committee's evaluation of those portions of the proposal identified in 5 above, it will so indicate in a written report and recommendation to the EMS PAB.
- 7) If the MAB concludes that the proposal does not meet a minimum requirement, or scores the proposal so that it is no longer the highest ranking, it will so state in a written report to the EMS PAB. The report will explain the basis for the MAB's recommendation.
- 8) The EMS PAB will review only the proposal ranked highest by the evaluation committee. Its review will be based on the RFP. Following that review, the EMS PAB will adopt a report and recommendation to the BCC. The report will indicate whether the EMS PAB agrees or disagrees with the reports submitted by the evaluation committee and MAB.
- 9) The Board of County Commissioners will receive the reports and recommendations of the evaluation committee, the MAB, and the EMS PAB. The County Commission intends to review only the proposal ranked highest by the evaluation committee. The County Commission may accept the proposal or reject it as the public interest so requires.
- 10) If the Board of County Commissioners accepts the proposal, it will award a franchise for ASA-2 to the successful proposer. If the Board of County Commissioners does not accept the proposal, it may request further review by the evaluation committee, MAB, or EMS PAB, submission of the next-ranked proposal or group of proposals, or it may terminate or indefinitely suspend the proceedings without an award.

F. Policy on Credentialing and Franchising Procedure

The county intends to review applications in a fair and open manner. The goal is to provide efficient and effective emergency ambulance services to the public.

The criteria and procedures contained in the RFC and the RFPs will guide the selection procedure.

Although the franchise process is legislative in nature, and therefore is not subject to quasi-judicial rules of procedure, applicants should not have private contacts or discussions with members of any reviewing committee or Board, including the Board of Commissioners, once applications for credentialing or a franchise award are submitted. If a private contact occurs, the affected committee or Board member should make

a public disclosure at the next available public meeting, or in any event, prior to the final action by the county. The disclosure should indicate (1) the date of the contact and the identity of the person initiating it and (2) the nature of the contact, i.e., the information given or obtained.

G. Contract

The county plans on awarding a franchise for ASA 1 no later than _____, and extending four years. At the option of the County, upon one hundred and eighty days written notice, the contract may be extended for an additional one-year term. Rate and other system changes will be considered in the event of a renewal. Rate changes must be approved by the Multnomah County Board of County Commissioners.

The proposer should be aware that its proposal will become the minimum operating standard for many areas of the contract. Specifics of the proposers proposal such as management, personnel, vehicles, and other equipment cannot be changed from those proposed without the express written consent of Multnomah County, i.e., no "bait and switch."

SECTION I

The following material describes the elements of the proposal. These elements are intended to assist proposers in preparing their submissions and to guide evaluators in reviewing them under the criteria in Section II.

Proposal Elements

- 1-A Personnel: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):
- a. Two EMT-4s for each Advanced Life Support ambulance within the county. These EMT-4s must be currently Oregon Certified Emergency Medical Technician 4s.
 - b. At least the following minimum wage for each EMT-4 to be employed:
 - * A minimum salary per annum of \$17,400 (based upon defined working hours effective the first day of employment - Fair Labor Standards Act (FLSA)).
 - c. Employee benefits equal to at least 30% of the total gross payroll for EMT-4s employed in direct patient care services. The benefits must include:
 - 1) Legally required benefits (as defined by U.S. Department of Labor).
 - 2) A retirement program which vests in five years with all proceeds returned to vested members. The retirement program must be portable to the next contractor (see evaluation criteria).
 - 3) Other benefits at the discretion of the employer in accordance with any applicable labor agreements, including employment contracts.
 - d. The contractor's labor force shall not be prevented from entering into employment negotiations with others at the termination of the contract. This is known as the goal of "personnel accessibility". The proposal for maintaining personnel accessibility must also address the procedure that would be followed in the event of contractor failure.
 - e. A new employee hiring program for the first six months of the contract which gives hiring preference to Multnomah County EMT-4s. This employee preference in hiring is to consider "Multnomah County EMT-4s" as appropriate hires if they meet the contractor's criteria for knowledge and performance. Multnomah County EMT 4s who are hired must receive at least the same wage level and benefit accrual level as they enjoyed immediately prior to being hired by the contractor. A Multnomah County EMT-4 is considered to be any EMT-4 who has worked with a Multnomah County license since March 1, 1988.
 - f. A program for continuing education which provides the EMT-4s with adequate training to meet minimum recertification requirements as required by the Oregon Board of Medical Examiners and the National Registry of Emergency Medical Technicians. The program must consider and incorporate:

- 1) Coordination with the county continuing education program as described in Appendix 17.
- 2) A process for recognition of quality of care problems (internal peer review) and an educational process to correct the recognized problems.
- 3) Coordination with the quality assurance program as described in Appendix 11.
- 4) Cooperation with the EMT training institutions located in Multnomah County. (See Appendix 18.)

1-B The proposal will be scored on how well it proposes to reach the following system goals (see Section II for evaluation criteria).

- a. A unit hour utilization* plan designed to maintain EMT knowledge and skills but not cause "job burnout." The plan may include vehicles scheduled to operate less than 24-hours and higher pay scales for those employees at higher utilization rates. The plan must describe staffing patterns by hour and day of the week, as well as the housing and standby station procedures to be used. These must be applied in Section 2A-o of the RFP in the system status plan. The system status plan prepared for section 2A-o must be provided to comply with this section.

30 pts.

*The rate of unit hour utilization is calculated by dividing the total number of transports on a given shift by the number of staffed hours on that shift (example: 3 transports divided by 12 hours = .25).

In considering utilization rates, the proposer must use the following standards: eight minute response, twenty minute on scene time, fifteen minute hospital transport time, seventeen minute chart and clean-up time. The proposer's highest and lowest unit hour utilization rates will be evaluated using the above variables. If vehicles scheduled to operate less than 24 hours are used, the unit hour utilization figures for these vehicles must also be listed.

- b. An effective management structure is required of the contractor. The proposal should describe:

- (1) The ratio of ambulance EMT-4s on duty to on-duty field supervisors. The field supervisors must be responsible for the supervision of all field EMTs.

9 pts.

- 2) The name(s), curriculum vitae, and current job status of at least the following personnel: operations manager, business manager, training coordinator.

15 pts.

- c. A benefit plan that encourages employee stability and attracts the best EMT-4s available. A proposal that describes an employee benefit plan and pay incentives providing higher levels than required under 1-A will be given up to 45 points (30 points for salary, 15 points for benefits). It is thought EMT-4s with seniority of service in Multnomah County should be given preference in hiring and wages because of their knowledge of Multnomah County geography, hospitals, and EMS system.
45 pts.
- d. A demonstrated commitment to affirmative action in hiring and promotion.
10 pts.

2-A Communications: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. Each vehicle of the contractor shall be equipped with a radio which shall be used to send and receive information over the central dispatch frequencies (UHF)(see Appendix 14). In addition, the radio must be able to transmit and receive on Med-Net-1, 4, 7, 9, and 10. A personnel alerting system which will be used on MedNet-9 to alert the ambulance crew of their need to respond to a call is required and must be described. The radio must be capable of transmitting outside of the vehicle (porta-mobile).
- b. The contractor shall promptly advise EMS Central Dispatch when a change in personnel or equipment on a vehicle results in the vehicle's classification changing from ALS or BLS. A Standard Operating Procedure (SOP) accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- c. Each morning, at a time specified by the Office of Emergency Medical Services, the contractor shall advise EMS Central Dispatch of the following for each vehicle: The present status, the EMT certification numbers of the crew members, and whether the vehicle is in ALS service. EMS Central Dispatch shall be informed immediately of any personnel changes on a vehicle. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- d. If the contractor receives requests for emergency medical assistance from a source other than 9-1-1, the contractor must use the most current Multnomah County EMS triage guidelines see Appendix 16) to process these calls. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.

- e. Only EMS Central Dispatch may cancel or revise a dispatch order. Vehicles arriving at the emergency scene shall promptly advise EMS Central Dispatch of information relevant to whether a dispatch order should be canceled or revised. A vehicle which receives a cancellation order may continue to the scene of an emergency, provided that EMS Central Dispatch is so advised and the vehicle's emergency lights and siren are not employed. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- f. The crew of each vehicle of the contractor shall promptly inform EMS Central Dispatch of the following changes in status by radio: In service at station, in service out of station (location or destination shall be stated), in service at scene of emergency, enroute to emergency scene, arrived at emergency scene, enroute to hospital or medical facility from emergency scene, arrived at hospital or facility from emergency scene, returned to service, out of service. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- g. Contractor's vehicle crews shall use the ten codes attached to this RFP as Appendix 13 when communicating with EMS Central Dispatch. Each ambulance crew shall be equipped with one tone-coded pager or radio which allows direct access of EMS Central Dispatch to the ambulance crew. The contractor's ambulance crews must provide the following information to EMS Central Dispatch by radio for each ambulance responding to an emergency as directed by EMS Central Dispatch. When an ambulance is dispatched from other than its base, it shall be identified. When the ambulance is enroute to a hospital or other medical facility, the number of patients being transported, response code, and the identity of the hospital or facility shall be stated. When an ambulance does not transport a patient, the reason for this action shall be identified. The Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- h. All patients requiring transport by ambulance (using the most current BLS and ALS treatment protocols) must be transported in the responding ALS ambulance, but must be billed as determined by the billing procedure as defined per Attachment A. The ALS ambulance may make appropriate use of the CHIERS and TAXI programs as described in Appendix 9 and 19.
- i. EMS Central Dispatch may request an Advanced Life Support ambulance from outside of Multnomah County to respond in Multnomah County to a medical emergency if the expected response time of the ambulance in Multnomah County exceeds ten minutes. The out-of-county ambulance must be closer to the emergency than any other Multnomah County ambulance, and the out-of-county ambulance meets ALS ambulance requirements as established by the

Oregon State Health Division. The Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.

- j. The contractors shall utilize helicopter ambulance service in Multnomah County when it is determined that transport of a seriously ill medical patient or trauma patient would be more advantageous by helicopter than by ground ambulance. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- k. The helicopter ambulance will be requested through EMS Dispatch. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- l. The contractor may provide ambulance service for a special event in the city or county. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- m. At any time the contractor stands by at such an event, the contractor shall advise the EMS Office and EMS Dispatch by letter one week prior to the date of the event the following information: Date and time of the event, location of the event, name of the person responsible for arranging ambulance coverage for the event. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- n. The contractor shall respond to 90 percent of the calls within its service area in eight minutes or less, measured from the time of dispatch until the time the unit is on the scene. Time will be calculated in minutes, with any seconds over the minute considered the next minute (e.g. 7 minutes 04 seconds becomes 8 minutes). The contractor is fully responsible for ambulance crews being available for notification of a call. EMS Records will be the final authority in response time determination. No area (geo-code) (see Appendix 24) of the county may be consistently underserved for a period of two or more months. A statement from the proposer which acknowledges this set of requirements must be provided.
- o. The proposer must furnish a system status plan (SSP) for a one-month period. The month must include a major holiday (Thanksgiving, Christmas, New Year, or July 4th). Call volume must be projected from the EMS call data provided in Appendix 4. The system status plan must include: number of ambulances, hours which each ambulance is staffed, location of ambulances by hour of day and day of week, and number of transports per ambulance per shift expected. This information will also be used to award points in section 1B-a.

- p. The contractor shall not monitor or intercept police or other radio dispatcher transmission for profit or gain. Contractor shall not fail or refuse to promptly advise Emergency Medical Services Dispatch Office of receipt of a request for emergency medical assistance or when a licensee's ambulance becomes available or unavailable to respond to dispatch orders. The contractor shall not respond by ambulance to an emergency call unless so authorized by the EMS Central Dispatch Office. The Contractor shall not fail or refuse to respond to a dispatch order from EMS Central Dispatch Office when the ambulance subject to the call is available for service. The ambulance contractor shall not refuse to transport any patient in need of emergency medical care regardless of the patient's ability to pay. A Standard Operating Procedure which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- q. The contractor shall defend, indemnify and hold all first responders harmless from and against all claims, damages, losses, and expenses, including attorney's fees arising out of and resulting from the performance of services by first responders who are under the direction or control of the contractor.

At all times during the performance of the contract, contractor shall maintain: comprehensive general, auto, and professional liability insurance endorsed to show first responders as additional named insureds. A statement from the proposer's insurance agent and the "hold harmless" language must be provided which accomplishes the requirements of this section.

- r. The contractor must provide first responders with transportation from the hospital to the appropriate fire station when the first responder accompanies the patient to the hospital. The transportation should be furnished in such a way that the first responder is returned to the fire station in no more than thirty minutes from hospital arrival time. The Standard Operating Procedure (SOP) which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- s. The proposer must propose to provide mutual-aid agreements with the ambulance service in each adjoining ambulance service area. The Standard Operating Procedure which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided. A copy of the proposed mutual aid agreements must be provided.
- t. The contractor must assure that during any 4-week period, no more than 5 percent of calls assigned to its ambulance service area will be answered by an out-of-Multnomah County licensed Advanced Life Support ambulance provider or the adjoining Multnomah County ASA provider unless the contractor is one and the same. The Standard Operating Procedure which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.

3-A. Medical: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. The Multnomah County Advanced Life Support and Basic Life Support procedures and protocols must be adhered to by all Emergency Medical Technicians.
- b. The contractor's Emergency Medical Technicians shall promptly contact the Medical Resource Hospital by UHF radio or telephone when required by the Advanced Life Support treatment protocols or an approved Medical Resource Hospital (MRH) study. If the Medical Resource Hospital is not available, the receiving hospital shall be contacted.
- c. The contractor's EMTs shall relay the following information to the MRH: Unit number, receiving hospital and estimated time of arrival, purpose of call, age and sex of patient, chief complaint, brief history, prior medical history, medications, allergies, vital signs, pertinent physical findings, and treatment at the scene.
- d. At the discretion of the contractor's emergency medical technicians, the receiving hospital may also be contacted by the EMT. The EMT will transmit to the receiving hospital the following information: Unit number, age and sex of patient, estimated time of arrival, condition, chief complaint, and advanced life support treatment provided.
- e. Each of the contractor's Advanced Life Support units shall have a set of most treatment protocols on the unit itself at all times. The Standard Operating Procedure which accomplishes this must be provided.
- f. Contractor must incorporate into its SOPs the Area Trauma Advisory Board Trauma Plan. See Appendix 8. All EMT-4s must have Pre-Hospital Trauma Life Support (PHTLS) or equivalent training within six months of contract award. The Standard Operating Procedure which accomplishes this must be provided.
- g. The contractor must incorporate into its SOPs the Mass Casualty Incident Plan. See Appendix 10. The contractor must participate in one major drill and two mini-drills per year (to be arranged by EMS). The Standard Operating Procedure which accomplishes this must be provided.
- h. The contractor must incorporate into its SOPs the Quality Assurance Program. See Appendix 11. The Standard Operating Procedure which accomplishes this must be provided.
- i. The proposer must provide a first responder training program to keep the first responders aware of ambulance operations, equipment changes, and protocol changes that affect first responders. The program is to be provided at no cost to first responders. The Standard Operating Procedure which accomplishes this must be provided.

- j. The proposer must provide administrative protocols for the role of the EMS physician-supervisor. The protocols include:
 - 1) Physician-supervisor participation in hiring of EMT-4s.
 - 2) Absolute authority for all medical direction of the contractor.
 - 3) Scheduling of mandatory inservice training.
 - 4) "Ride-alongs" to meet ORS requirements.
 - 5) Absolute authority to remove an EMT from service on any of the contractor's ambulances. The administrative operating procedures which accomplish this must be provided. An explanation of how each of the procedures accomplish these requirements must be provided.
 - k. Proposer must provide a list of the types and amounts of each drug to be carried on each ambulance. The list must include all drugs needed to treat (in compliance with ALS protocols) two patients with the same medical or traumatic problem without having to restock an ambulance's drug supply. The listed drug types and amount must be carried on all staffed ALS ambulances.
- 3B. The proposer will be scored on how well it proposes to meet the following system goals, see Section II for evaluation criteria.
- a. A proposer's history of utilizing a peer review process may indicate that the proposer will provide higher quality emergency medical care. The proposer must describe its past peer review process. The description must include the prior two years (1986, 1987) and be based on the credentialed population.

7.5 pts.

- 4-A Equipment: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):
- a. All ALS and BLS ambulances and equipment must meet current ORS and Multnomah County requirements. (See Appendices 1,12,13). A listing of all ambulances proposed to be used in the system by make, age, mileage, modifier, and major equipment contained must be provided. This must include all vehicles which are to be used in Multnomah County. The proposer must also include a statement that the ambulances meet all applicable MCC, EMS rules and ORS requirements.
 - b. Provision of mobile VHF radio equipment with a dial encoder and capability of transmission on 155.340 mhz (at no less than 25 watts) for each ALS ambulance. The radios must be identified by make, model, and output. A copy of the FCC license for this frequency or plans for obtaining the rights to mobiles on this frequency from the Greater Portland Hospital Association must be included.

- c. Certain items of disposable equipment must be provided at no cost to the first responder agency when the first responder has cared for a transported or "charged" patient. The equipment will be exchanged on the "scene" if it does not interfere with patient care. The proposer must contact the first responder agencies to assist in development of this process. See Appendix 25. The Standard Operating Procedures for field exchange and billing activities which accomplish this exchange program must be provided. Disposable equipment items are:

- 1) Oxygen administration items.
- 2) Suction items.
- 3) Intravenous materials.
- 4) Drugs.
- 5) Disposable splints.
- 6) Cervical collar--"stiffnecks" or equivalent

- d. The following equipment must be provided and be standardized with the first responder agencies. A Standard Operating Procedure which accomplishes this must be provided. The proposal must describe how the SOP accomplishes this.

- 1) Trunk and neck immobilizer--"K.E.D." or equivalent.
- 2) Wooden long spine board.
- 3) Traction splint.
- 4) Scoop stretcher.
- 5) Pneumatic Anti-Shock garment.

- e. An agreement with the two trauma centers to create a "Letterman" exchange system covering the items listed below and an equipment cleaning program must be provided. The agreements and the Standard Operating Procedure which accomplish this must be provided.

- 1) C-collar "Stiffneck" or equivalent.
- 2) Trunk and neck immobilizer "KED" or equivalent.
- 3) Long spine board.
- 4) Traction splint.
- 5) Scoop stretcher.
- 6) Pneumatic Anti-Shock garment.

4-B The proposer will be scored on how well it proposes plans to meet the following system goals (see Section II for evaluation criteria):

- a. The use of "newer" front-line (non-reserve) vehicles which meet KKK1822B to provide emergency medical transportation. The plan must be documented by providing type, age, mileage, and "modifier" of each ALS ambulance vehicle to be used in Multnomah County which meet this requirement. Also, the total number of front-line vehicles must be provided..

4 pts.

- b. A preventive maintenance program for ALS ambulances which causes the ambulances to be more reliable.

8 pts.

- c. The increased availability of reserve ambulances so that extraordinary circumstances which need more than the normal number of ambulances can be adequately handled by the contractor. This plan must give the number of reserve ambulances, their proposed storage location and the extent to which they will be stocked when held in reserve.

8 pts.

- d. The provision of up-to-date emergency care equipment and a maintenance program for the equipment so that the equipment is more reliable. This may be documented by providing the make, model, age of, and maintenance program for:

1. Ambulance cots.
2. Portable monitor defibrillators.
3. Portable suction.

6 pts.

5-A Business Practices: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. The proposer has met all minimum requirements for credentialing and will meet them throughout the contract period. The proposer must also meet all license requirements and must comply with all pertinent MCC and rules throughout the contract period. The proposal must state how the proposer intends to meet these requirements throughout the contract period.
- b. The proposer must have insurance coverage to at least the following minimums (with no exceptions for first responders or others riding in the ambulance):

- 1) Combined single limit for bodily injury and property damage (vehicular), \$500,000;
- 2) Malpractice, \$1 million;
- 3) Umbrella liability, \$1 million;
- 4) Workers' compensation insurance or the legal equivalent, as required by law, for the life of the contract.

Contractor shall require all of its subcontractors to maintain similar insurance coverages and shall require evidence of such coverage prior to commencement of work by any such subcontractor.

A copy of the policies must be submitted for review 30 days prior to the effective date of the contract. A policy must include a 30 day notice requirement for any material change or cancellation.

The comprehensive general liability, auto, and professional malpractice insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with a balance provided by an excess or umbrella liability policy.

- 5) Alternatively, the contractor may elect to self-insure for part or all of the insurance requirement. If a contractor elects to self-insure areas b-1, 2, 3, or 4, the contractor shall provide evidence that it has qualified under all state and federal requirements for self-insurance. In addition, the contractor shall provide documentation verifying that a funding mechanism is in place to meet the financial responsibilities of the indemnification agreement as well as the name and credentials of the contractor's claims administrator.

Adequacy of insurance must be demonstrated by:

- 1) Documentation of insurability provided by an insurance company licensed to do business in Oregon and a proposal to purchase the insurance required; or
 - 2) Proof of self-insurance as required by state and federal laws and regulations.
- c. The cost revenue information must be placed on the worksheet attached as Form 1. The columns must be completed. If either column is not fully completed, the proposal will be judged non-conforming. The projections provided on this sheet must be averages for the four-year contract period. Definitions of full, proportionate, and incremental cost are to be followed and are included in appendix 22. The first column on Form 1 must provide full cost and revenue projections, and column two must provide proportional cost and revenue projections. The projections as requested below must be based upon data as provided in Appendix 4. The proposer is expected to use its own best judgment in determining the following variables:
- 1) The cost per ALS ambulance per year and cost per ALS ambulance by unit hour. This must apply to Advanced Life Support ambulances staffed as required in the Personnel section (IAa). Also, the number of ambulance units and unit hours per year must be projected. Costs must be reported on Form 1.
 - 2) The projected call and transport volume from all 9-1-1 generated calls. The proposer must use the data in Appendix 4 to project these volumes. Figures must be presented on Form 1.

- 3) The projected number of calls which will be charged as ALS and BLS charged transports. The proposer must use the data in Appendix 4 to project these numbers. (The proposer must follow the ALS/BLS charge criteria as set forth in Appendix 19).

The proposal must be fully presented on the worksheet. The proposal must present full and proportional cost. If cost and revenue figures are not adequately validated the proposal will be judged non-responsive. These figures must be provided on the Form 1.

- 4) The overall projected collection percentage. This percentage must be calculated based on gross charges minus contractual discounts (Medicare, Medicaid, etc.), bad debt, and any other allowances. This figure must be provided on Form 1.
 - 5) The BLS and ALS charges flat all-inclusive rates for all users of the system as projected by the proposer. These figures must be provided on Form 1.
- d. The contractor must accept the responsibility to provide standbys as requested by police and fire agencies within Multnomah County at no charge to the police and fire agencies. If a patient is transported, any charge to that patient must be based upon charges to a similar patient with no standby time charges. A Standard Operating Procedure which accomplishes this must be provided.
 - e. The proposer must incorporate the taxi Standard Operating Procedure as presented in Appendix 20. A Standard Operating Procedure which accomplishes this must be provided.
 - f. The authority and responsibility of the EMS Rate Review Committee as presented in Attachment b must be incorporated in the billing and administrative Standard Operating Procedures. The Standard Operating Procedure which accomplishes this must be provided.
 - g. The proposer must recognize the authority of the Emergency Medical Services Office to randomly sample billings and provide these sample billings to the Rate Review Committee. The mechanism for action to correct bills in which the charge is questioned must be described. Also, the proposer must explain how it will recognize the authority of the EMS office to randomly sample ambulance bills.
 - h. The proposer must provide \$42,500 (estimate) yearly in quarterly payments for physician supervisor services to be provided by the County. These services are detailed in Appendix 7. The proposal must detail how the provider will make the payments.

- i. The proposer must provide a plan of operation for the first six months of operation which recognizes slow revenue collection at start-up and the need for outside resources to assist in meeting payroll, capital and ancillary expenses. The plan must address expectations for revenue from transports, with a timetable of projected receipt of income sufficient to meet the debt incurred in the initial operating period. The plan must also specify other sources of revenue or assets which will allow the contractor to meet expenses for the first six months of operation and the timetable for repayment of these funds.
- j. A description of the billing practices which recognizes the extreme importance of billing practices in this user funded system must be provided. The description must recognize the importance of humane billing practices and must allow for:
 - 1) Billing procedure for Medicare
 - 2) Billing procedure for other third party payors
 - 3) Billing practices for other public parties (county, corrections, Medicaid, etc.)
 - 4) Billing practices for private parties
 - 5) Billing practices for overdue payments
 - 6) Billing practices for write-offs
 - 7) Billing practices for no patient transports
- k. The proposer's legal business structure must be described and the description must demonstrate that the structure is sound and meets all legal requirements.
- l. The proposer must describe the method of public and consumer education which it will use to accomplish the goals of:
 - 1) Reduction of 9-1-1 abuse
 - 2) Better public understanding of the EMS system
 - 3) Provides for provision of emergency care to be delivered by the public (CPR) before a first responder arrives. The proposal must describe the teaching and educational methods to be used.
- m. The proposer must describe how a minimum of fifty hours per month of free standby time to appropriate public events will be provided. This fifty hours is to be in addition to the free police and fire standbys.

5-B Business Practices - The proposer will be scored on how well it proposes to meet the following system goals (see Section II for evaluation criteria):

- a. A flat, all-inclusive rate (accepting Medicare assignment) is to be charged for: 1) ALS response with BLS treatment and transport in response to a 911 call; and 2) ALS response, treatment, and transport in response to a 911 call. The rates must use the ALS/BLS charge standards in Attachment a and be reported on Form 2.

The rates must reflect the maximum efficiency in the system by displaying the lowest possible flat-rate user fees that do not compromise system effectiveness. A uniform charge for any person in Multnomah County transported to any hospital in the Tri-County area regardless of distance, time of day, or day of week is to be the standard for the all-inclusive rate.

- 1) BLS Rate/Medicare Assignment 20 pts.
- 2) ALS Rate/Medicare Assignment 30 pts.
- 3) Standby Charge (private) 10 pts.

- b. A history of excellence of past performance in providing emergency medical care and transport is thought to predict a contractor's ability to provide better emergency medical care and transport. The proposer should describe and fully validate the following components of the system serving the credentialing population. Validation of the numbers must be provided by an organization other than the proposer's for the past two years (86, 87).

- 1) A history of lawsuits or insurance settlements which involve BLS or ALS care.
- 2) A history of collisions (which require a state accident report be filed).
- 3) A history of workers compensation claims.

7.5 pts.

- c. The proposer is encouraged to propose implementation of methods to improve the efficiency and effectiveness of the Multnomah EMS system. The proposal should explain in full detail the suggestion, and how it will improve the efficiency and effectiveness of the system. The proposal must be consistent with the MCC, ASA Plan, and EMS rules.

10 pts.

6-A Safety Net: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. The proposal views emergency ambulance service as an essential service and ensures that no interruption of service will occur in the event of a work stoppage by employees. A plan to accomplish this requirement which includes labor agreements or mutual aid pacts must be included. If the proposer believes that federal or state law precludes an interruption in service, this should be so stated and the applicable law provided.
- b. A safety net plan must be provided. The safety net plan must ensure that in the event of contractor failure (due to contract, ordinance, or financial, or other reasons) there is no interruption in medical call answering. The proposal must provide for delivery of all ambulances (fully stocked) to the county for use in answering 911 calls. The ambulances must be

free of any encumbrances (i.e. the ambulances may be used by Multnomah County to provide ambulance service with no reimbursement or remuneration to the contractor or lienholder), and must be available for service to EMS for no less than 6 months. The funds to allow answering of all medical calls to the level expected under the contract must be provided for in the plan. These operating funds must provide complete financial support for medical call answering for a period of no less than 45 days. The medical call answering system is defined (for safety net purposes) as:

- 1) Personnel (two EMT-4s per ambulance)
- 2) Maintenance and upkeep of each ambulance (including disposable medical equipment)
- 3) Radio equipment, and
- 4) Insurance to the required levels

The personnel and vehicles which are described in the system status plan of the proposal are the minimum expectation of this requirement (i.e., ie the SSP in the proposal uses seven staffed ambulances, the requirement of this section is at least the vehicles and funds to operate the system at that level). The funds to be used for this purpose must be immediately accessible to Multnomah County EMS upon contractor financial failure or contract revocation based upon contractor's failure to meet contract terms and conditions. The accessibility of the vehicles and funds must be explained in detail.

COST/REVENUE WORKSHEET

Form 1

(See next page for description of (1), (2), (3), (4), (5), (6))

1. ALS ambulance cost:

	<u>Full Cost</u>	<u>Proportional</u>
	(1)	Cost to 911
		(2)
Contract ⁽²⁾		
Personnel		
Operations		
(_____miles @ _____)		
Administration ⁽⁴⁾		
Capital ⁽⁶⁾		
Insurance ⁽³⁾		
Disposable Supplies		
Drugs		
All Other Expenses		
(depreciation, maintenance, etc.)		
Total Cost by ambulance		
Total Cost by unit hour		
Number of Ambulance Units ⁽⁵⁾		
Number of unit hours (7)		

	Other Revenue	911 Revenue
2. Projected call volume		
Projected transport volume		
3. Volume of BLS-charged transports		
Volume of ALS-charged transports		
4. Overall collection percentage		
5. BLS charge per transport		
ALS charge per transport		

1. This must be full cost and consider all associated costs within each category. The full ambulance cost must be the best projection of full cost see Appendix 22).
2. This must be the proportional cost which the proposer projects it will incur in carrying out 911 call answering (see appendix 22). Column two may be the same as column one, or it may be lower. If column two is lower than column one in any line, the proposer must explain the difference, and justify why the cost is different. This difference in cost may be attributed to: other business interests, non-911 call/transport ambulance use, cross use of personnel, etc. It is important that each of the column line differences be fully explained and justified. The justification must be sufficient to allow the RFP evaluation committee to determine its validity. The explanations and justifications must demonstrate that the column two 911 proportional cost is the total cost of 911 call answering service.
3. If self-insurance is used, its cost must be arrived at by considering past settlements, cost of required funds. This cost must also consider the increase in liability exposure associated with the contract.
4. Must include the \$42,500 per annum for physician supervisor and all other administrative or training personnel costs.
5. This must be the total number of ambulance units to meet the 911 contract for ASA 2. This number may be reflected in fractions of an ambulance if peak load staffing or other staffing patterns are followed. This number must be the same as the number used in the SSP portion of the proposal.
6. This must also include cost of back-up or reserve ambulances and other back-up equipment.
7. This must be the total number of unit hours for the 911 contract for ASA-1. This number must be the same as the number used in the SSP portion of the proposal.

RATE WORKSHEET

Form 2

1. BLS transport rate charge _____
(with Medicare assignment).^{a/b}
2. ALS transport rate charge _____
(with Medicare assignment).^{a/b}
3. Standby charge for private events _____ hr.
(in addition to transport charge
if patient transported).^b

a Rates must recognize that the contractor will accept Medicare assignment.

b This is the contractor's rate for the four-year contract period. The County may allow rate increases based upon consumer price index, dramatic increase in cost of doing business, or more stringent or added system requirements. However, the proposer should assume that it will be bound by its proposed rates for the life of the contract. There is no charge or reimbursement for first responders. If first responders petition the Rate Review Committee for charges, the contractor is assured no additional uncompensated cost.

SECTION II

The following criteria will be used by the evaluation committee to judge whether a proposal meets the minimum requirements for category A areas. The criteria also govern the number of points to be awarded for category B areas. The outline on the preceding pages will be used in applying those criteria.

1-A Personnel:

- a. The proposal does provide for two Oregon Certified EMT 4s to staff each ALS ambulance used in Multnomah County.
- b. The proposal does provide for a minimum annual wage of \$17,400 (based upon FLSA defined working hours), effective the first day of employment of field EMT-4s.
- c. The employee benefits proposal does include:
 - 1) A benefits package of at least 30% of gross EMT payroll.
 - 2) All legally required benefits (as defined by U.S. DOL).
 - 3) A retirement plan which is "portable", (transferable to the next contractor with all benefits, vesting, and accrual levels intact) and meets all other requirements of the RFP (section A) will be considered as meeting this requirement. The Oregon Public Employees Retirement System is considered "portable" for purposes of evaluating this proposal.
 - 4) Benefits begin the first day of employment for new hires who have previously been employed by a "Multnomah County license."
- d. The proposal does assure personnel accessibility.
- e. The proposal does provide a hiring preference for "EMT-4s" who have been employed in Multnomah County since March 1, 1988, with no loss of wage or benefit accrual levels.
- f. The proposal does provide for a coordinated continuing education program as described in the RFP section a.

- 1-B a. The unit hour utilization rate establishes a minimum unit hour utilization rate of (based upon monthly staffing levels used in 2A-o):

.17 for 24-hour ambulances
.33 for 12-hour ambulances
.40 for 10-hour ambulances
.50 for 8-hour ambulances

15 points will be awarded for total compliance. For each .07 below the minimum level, 1 point will be deducted to a maximum of 15 points. Deductions will be computed by considering the UHU of each ambulance. Example: The SSP calls for five twenty-four hour ambulances. The UHU of each ambulance is 0.10. The deviation of each ambulance is .07. One point will be deducted for each ambulance. Total points $15 - 5 = 10$ points.

- b. The unit hour utilization rate should establish a maximum unit hour utilization rate of (based upon monthly staffing levels used in 2A-o):

.40 for 24-hour ambulances
.60 for 12-hour ambulances
.65 for 10-hour ambulances
.75 for 8-hour ambulances

15 points are awarded for total compliance. For each .056 above the maximum level, 1 point will be deducted to a maximum deduction of 15. Example: The SSP calls for five twenty-four hour ambulances. The UHU of each is .512. The deviation of each ambulance is .112 to (0.056×2) . Therefore, two points are deducted for each of the five ambulances. Total award $15 - 10 = 5$ points.

- c. The management structure proposal must address the following requirements:

- 1) An on-duty field supervisor for each eight ALS ambulances in service will gain 9 points. The supervisor must not be directly responsible for providing care while on duty. Points will be awarded by using the 8 to 1 ratio as the standard.

Example: The proposal offers one supervisor for each twelve ambulances. The proposer would get 6 points as follows:

Standard Ratio		1/8	
<hr/>	X 9 points =	<hr/>	X 9 = 6 points
Proposed Ratio		1/12	

- 2) The curriculum vitae section of the management personnel proposal will be awarded fifteen points using the following standards for each management function. If the personnel in the proposal do not meet the criteria, fewer or no points will be awarded.

5 Points. Operations Manager. College degree (BS or BA) with at least four years experience in ambulance service delivery. Current EMT-P status. The experience must have been gained in a system of at least 20,000 emergency calls per year. (Four years additional EMS supervisory experience may be substituted for the college degree.)

5 Points. Business Manager. College degree (BS or BA) with at least four years experience in ambulance third-party billing procedures, and in working with labor groups. The experience must have been gained in a system which bills at least 10,000 patients annually. (Four years additional EMS business experience may be substituted for the college degree.)

5 Points. Training Coordinator. EMT-P, ACLS instructor, PHTLS or BTLIS instructor, with three years experience as a training coordinator for at least fifty EMT-Ps. Experience in a peer-review process for at least fifty EMT-Ps for three years is also required.

Note: It is not necessary that the above listed functions be performed by different personnel in the proposer's organization. Full points will be awarded if the functions are provided by one or more persons who meet the qualifications.

- 3) 15 points. A benefit package which is at least five percent of the EMT-gross salary (in addition to the required 30 percent under 1-A) will receive fifteen points. If less than a five percent benefits increase is proposed, three points will be added for each percent above the benefit level required in I-A to a maximum of 15 points.

30 points. The proposal will not qualify for any of these points unless it provides for:

- 1) A hiring preference for "Multnomah County" EMT-4s that is based on length of service within the Multnomah County EMS system;
- 2) A system of annual EMT-4 raises during the franchise period that at least corresponds to increases in the consumer price index; and
- 3) An EMT wage scale that is progressive and has at least six steps.

Three points will be awarded for each 1% that a proposal exceeds salary minimums in all of the following areas:

- 1) Starting salary (minimum = \$17,400);
- 2) Top salary (minimum = \$22,000); and
- 3) Present salaries of Multnomah County EMTs, whether newly hired or a part of the contractor's workforce.

If a uniform percentage of increase is applied to all three salary areas described above, that percentage will be used for calculating the points to be awarded. If different percentage increases are applied to any of the three salary areas described, the lowest percentage increase will be used for calculating the points to be awarded.

Example 1 (Uniform Increases for all 3 Salary Areas)

Proposal calls for:

- . Minimum EMT starting salary of \$17,748 (i.e. \$17,400 + 2%)
- . Top salary of \$22,400 (i.e. \$22,000 + 2%)
- . All "Multnomah County" EMTs to receive their current salaries plus 2%.

Award in this example: 6 points (based on 2% increase)

Example 2 (Nonuniform Increases)

Proposal calls for:

- . Minimum EMT starting salary of \$17,922 (i.e. \$17,400 + 3%)
- . Top salary of \$22,880 (i.e. \$22,000 + 4%)
- . All "Multnomah County" EMTs to receive their current salaries plus 5%.

Award in this example: 9 points (based on lowest percentage increase, i.e. 3%)

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action in hiring and promotion and continues that commitment. The 10 point total will be divided among the criteria set forth below.

A proposing entity will receive up to 5 points if it meets either (1) or (2) below, as applicable:

- (1) If the proposing entity has had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that for the prior plan year it set annual hiring goals as required by United States Executive Order 11246 and its implementing regulations, and has met at least 95 percent of each such goal. If a goal was not met, the entity shall demonstrate that it has made every reasonable and lawful effort to attain the goal.
- (2) If the proposing entity has not had any affirmative action plan in place prior to submitting its proposal, it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) it has an appropriate representation of women and minorities in its work force, as shown by not having an underutilization as defined by regulations under Executive Order 11246 of women or minorities in its EMT job positions.

The plans or efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must also provide information confirming that, for at least the past three years, it has neither (a) paid more than \$2,000 to settle a discrimination claim made by a current or former employee nor (b) had such a claim determined or adjudicated to be valid, whether or not yet paid.

Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must demonstrate that it is committed to carry out affirmative action policies during the contract period. Evidence of this commitment may consist of the following: (a) the plan required under the credentialing document is detailed and stated in measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan. If the proposal fails to provide this demonstration of affirmative action commitment, none of the ten affirmative action points will be awarded.

2-A Communications:

- a. The proposal does provide each ambulance and EMT crew with UHF capability on MEDNet 1-4-7-9-10 and personnel alerting on MEDNet 9.
- b. The proposal does show by SOP that the contractor will advise EMS dispatch of any vehicle status change.
- c. The proposal does show by SOP that the contractor will advise EMS dispatch of vehicle crew and status.
- d. The proposal does show by SOP that the contractor will use the Multnomah County EMS triage guide.
- e. The proposal does show by SOP that the contractor will adhere to the rules as listed in the RFP 2-A e, f, g, h, i, j, k, l, m, n, p.
- f. The proposal does provide a system status plan (SSP) for a one month period as required in Section 2A-o. The SSP does provide coverage for all of Multnomah County, with a response time of eight minutes or less, ninety percent of the time. In evaluating the proposal's compliance with this standard, the county will use the call volume data for geo-code areas provided in Appendix 4. The SSP must also not use mutual aid for more than five percent of the calls.
- g. The proposal does provide liability insurance, and "return transportation" for the first responders. The SOP's provided do meet the RFP requirements.
- h. The proposal does agree to provide mutual aid agreements with adjoining ASA's. A copy of the proposed mutual aid agreements is provided.
- i. The proposal does provide for no more than five percent of calls during one four-week period to be answered by mutual aid.

3. Medical:

- a. The proposal does state that the proposer will adhere to the EMS rules as stated in the RFP in 3.A a, b, c, d, and e. If the proposer is not currently functioning under these rules, the proposal must describe how the rules will be implemented.
- b. The SOPs incorporate the ATAB I Plan and the proposal sets a date within six months when all EMT-Ps will complete Prehospital Trauma Life Support or equivalent training.
- c. The SOPs incorporate the MCI Plan and Quality Assurance Program and the proposal states that the contractor will adhere to the standards. The proposal does agree to participation in at least one major drill and two mini-drills per year.
- d. The proposal does provide a first responder training program which complies with the RFP requirements at no cost to the first responder.

- e. The administrative protocols provide for a role of the physician supervisor which includes participation in hiring of EMT-4s, absolute medical control, mandatory inservice training, ride-alongs, and the authority to remove an EMT from service on any of the contractor's ambulances.
 - f. The proposal does list adequate types and amounts of drugs needed to provide care for two patients who are treated "back-to-back" under the same ALS protocol without the ambulance needing to restock any drugs.
- 3B. A proposal which describes history of a peer review for the past two years in the credentialing population with at least the following characteristics will be awarded seven and a half points:
- 1) A peer review meeting each month attended by the off-line medical director, and by at least 80 percent of the non-physician members. A list of dates, location of the meeting, committee members present and absent must be provided.
 - 2) A peer review process concerning ALS patient care with participation of ALS, BLS, and communications representatives. A list of committee members and the area they represent must be provided, i.e., ALS, BLS, communications.
 - 3) A peer review process which is structured by written procedures. The procedures assure patient confidentiality, autonomy from management, and the authority to take action in medical areas as deemed appropriate. The written procedures must be provided.

If the proposal describes and properly documents all of the above areas of peer review, seven and a half points will be awarded. If all areas are not met, up to two and a half points will be awarded for each area met, for a maximum of seven and a half points.

4-A Equipment:

- a. The proposal does list all the ambulances and equipment, and all do meet or exceed ORS and Multnomah County standards.
- b. The proposal does list VHF radio equipment (155.340 MHZ) that is capable of use for ambulance-to-hospital communications in Multnomah County. The radio license or a plan to obtain such is included.
- c. The proposal does provide for supplying the disposable items as listed in the RFP at no charge to the first responder.
- d. The proposal does provide for developing standardized equipment for use by first responders and ambulance service providers.
- e. The proposal does provide for signed agreements with the trauma centers for a "Letterman" exchange program as described in the RFP.

- 4-B a. The proposal does recognize the need for "newer low-mileage vehicles" which meet KKK1822B. All ambulances less than one year of age, with odometer readings of less than 10,000 miles, and meeting KKK1822B will be considered newer low mileage vehicles. This does not include ambulances which are considered "extras" or "backup."

4 pts.

The points awarded (up to 4 points) will be based on the percentage of front-line ambulances which meet the newer low mileage definition.

- b. The proposal provides for a preventive maintenance program which:

- 1) Provides for safety inspections every 15,000 miles until 60,000 miles, then every 7,500 miles. (These are to be done by an outside shop familiar with the types of vehicles used).
- 2) Provides maintenance to manufacturers' extreme use recommendations. Provides for downtime for ambulance maintenance. Uses innovative methods to extend ambulance dependability, such as diesel engines, heavy-duty batteries, radial tires, metallic brakes, etc.
- 3) Provides a history of ambulance maintenance which demonstrates the ability to keep ambulances in-service with no major failures.

If the proposal meets all the above criteria, 8 points will be awarded. 2.66 points will be awarded for each criterion met.

- c. Provides a fully stocked (except for defibrillator and ALS drugs) ambulance for every three front-line (non-reserve) operating ambulances.

If the proposal meets this requirement, 8 points will be awarded. If fewer reserve ambulances are proposed, so that the 3 to 1 ratio is not met, fewer points will be awarded. This will be calculated using the 3 to 1 ratio as the standard.

Example: A 5 to 1 ratio will be awarded 4.8 points as follows:

$$\frac{\text{Proposed Ratio}}{\text{Standard Ratio}} \times 8 \text{ points} = \frac{1/5}{1/3} \times 8 = 4.8 \text{ points}$$

- d. The proposal provides for up-to-date equipment.

- 1) Ambulance cots (Ferno model-MTS or equivalent).
- 2) Portable monitor-defibrillator (Life-Pak 5 or equivalent).
- 3) Portable suction (Laerdal or equivalent).

If the equipment is of the appropriate model as shown above and a maintenance program is proposed which demonstrates the ability to keep the equipment operational, 6 points will be awarded. If the equipment is not of appropriate model and up-to-date or the maintenance plan is not sufficient to keep the equipment operational, fewer or no points will be awarded. Four years will be used as the life expectancy of the equipment.

5-A Business Practices:

- a. The proposal must provide ample information to assure that the contractor can and will meet all applicable credentialing standards, MCC, and EMS rules for the contract period.
- b. The proposal does provide for an insurance program with coverages to at least the RFP minimums. The required letters and documentation are provided. If self insurance is used, all of the state and local requirements are met.
- c. The proposal does provide all of the cost and revenue projections as requested in Form 1 and its instructions. The cost and revenue figures are reasonable and based upon data provided by the RFP. The costs are fully accounted and adequately justified where not applied to the 911 contract. The definitions contained in appendix twenty-two are followed. The cost and revenue projections demonstrate sound business practices, and are reasonable based upon projected staffing levels as used in the SSP.
- d. The proposal does provide for free-of-charge standbys for police and fire agencies and includes a Standard Operating Procedure to accomplish this.
- e. The proposal recognizes, and integrates into the contractor's operations; the TAXI program, CHIERS program, and Rate Accountability Committee.
- f. The proposal does recognize the EMS Office's authority to sample billings and does provide a process to correct incorrect billings.
- g. The proposal does provide for \$42,500 per annum in quarterly payments to EMS for physician-supervisor services.
- h. The proposal does provide a plan of operation for the first six months which considers all aspects of the RFP requirements. The plan is reasonable and does demonstrate financial soundness.
- i. The proposal does describe the billing practices. The billing practices are humane and encourage those who can pay to pay. Those who cannot pay are dealt with humanely. The billing practices also are legal and exhibit sound business practice.
- j. The proposal does describe the legal business structure of the contractor, and it is the same as used in the credentialing process. The business structure is legal in Oregon.

- k. The proposal does provide for public education including teaching methods, and a delivery process for public education in at least the areas required by the RFP.
- l. The proposal does provide fifty hours of free standby time for public events.

5-B Business Practices:

- a. A BLS flat rate of \$150 will be awarded 20 points. For each ten dollar increase in the rate, 2 fewer points will be awarded. A flat rate of less than \$150 will be awarded 1 additional point for each ten dollar decrease. A flat rate of more than \$250 will be penalized by deducting 3 points for each ten dollar increase.
- b. An ALS flat rate of \$250 will be awarded 30 points. For each ten dollar increase in the rate, 3 fewer points will be awarded. A flat rate of less than \$250 will be awarded 1 additional point for each ten dollar decrease. A flat rate of more than \$350 will be penalized by deducting 3 points for each ten dollar increase.
- c. A \$60 charge per ambulance per hour for private standbys will be awarded from zero to 10 points. For each ten dollar increase, 3 fewer points will be awarded.
- d. A proposal which meets the following criteria will be awarded seven and a half points.

For the past two years, using the credentialing population as the reference population, the proposer has had:

- 1) One or fewer lawsuit settlements or judgments or insurance settlements per every 2,000 911-originated responses (BLS/ALS). Only settlements or judgments that were for \$1,000 more related to patient care should be considered.
- 2) One or fewer collisions per every 1,000, 911-originated response. Only collisions with the following characteristics should be considered: 1) those which required a state accident report to be filed and in which the proposer's vehicle was cited by police; or 2) those in which the proposer's insurance company provided a settlement to another party (BLS/ALS);
- 3) One or fewer workers' compensation claims per 1,000 911-originated calls. Only claims which resulted in an award to the employee in excess of \$400 (BLS/ALS) should be considered.

Two and a half points will be awarded for each criterion that is met, to a maximum of seven and a half points.

- e. The proposal does increase the effectiveness and efficiency of the EMS system. The proposal is consistent with the MCC, EMS rules and the ASA Plan. The proposal will be awarded up to ten points.

6. Safety Net: 6.A.

- a. The proposal does provide for adequate ambulance coverage in the event of an employee work stoppage.
- b. The proposal does provide for adequate ambulance coverage per the RFP requirements in the event of contractor failure or contract revocation. The proposal does provide for ambulances to be turned over for use by the county, and for ready access to the required operating funds. If a performance bond is used, the bond and bonding company must meet all applicable legal standards.

Ambulance Charge Standard

A BLS charge will be made for any ambulance dispatch which results in a transport in which the patient is cared for with only those practices that are defined by ORS as EMT-1 practices.

An ALS charge will be made for any ambulance dispatch which results in a transport in which the patient is cared for with any practice that is defined by ORS as an EMT-2, 3, or 4 level practice.

Examples:

Practice (ALS)	Charge level	
	EMT-1 (BLS)	EMT-2, 3, 4
IV		X
Splinting	X	
CPR	X	
O ₂ Administration	X	
Drugs		X
Epenephrine for Anaphylaxis only	X	
Intubation		X
Cardiac Monitoring		X
Defibrillation		X
Bag Valve Mask	X	

BLS and ALS protocols must serve as a standard of care. No patient must be denied appropriate care based upon a charge level. Also, no patient must be provided care beyond the BLS/ALS protocol standards to gain a higher charge level.

AMBULANCE RATE ACCOUNTABILITY COMMITTEE

Purpose: Review ambulance rates and billing practices for the 911 ambulance contractor. Recommend to the contractor and EMS office changes in billing procedure to correct problems. Recommend to the EMS Policy Advisory Board changes in the rate structure or billing practices of the 911 ambulance contractor based upon: public input, review of billings, advice of the EMS office, advice of the Medical Advisory Board, and any new or changed performance standards or pre-hospital care procedures or equipment.

Method: The committee will consider testimony from two public hearings per year. The committee will consider staff reports which review contractor billing practices. The committee will consider requests from the contractor when any change in contract requirements is considered. In addition, the committee will also consider input from the Medical Advisory Board and contractor on any medically related change which may affect contractor costs.

The committee is to be created by ordinance and appointed pursuant to the Home Rule Charter. Membership:

- Consumer (four years)
- Consumer (three year term)
- Consumer (two year term)
- EMT-4 (two year term)
- Contractor (four year term)
- Medical Advisory Board (two years)
- Multnomah County Medical Society (two years)
- EMS Director

DEFINITIONS

1. Non-emergency Any medical call in which there is no immediate threat to life or limb.
2. Emergency Any medical call in which there is a definite or unknown threat to life or limb and time is of the essence, or any call that is placed to 911 requesting medical aid.
3. Basic Life Support (BLS) The level of care which an EMT-1 may provide. Usually this care will only stabilize a patient and will not result in an improvement in patient condition, (e.g., patient assessment, CPR, splinting, etc.)
4. Advanced Life Support (ALS) The level of care which an EMT-2,3, or 4 can provide. It encompasses all basic life support, plus procedures which can improve the patient's condition, (e.g., defibrillation, IV, drugs, endotracheal intubation, etc.)
5. Code 1 Call The running condition of a patient call or transport in which no lights or siren are used and the ambulance proceeds with the normal traffic flow.
6. Code 3 Call The running condition of a patient call or transport in which lights or siren are used and the ambulance proceeds as rapidly as possible.
7. Private Call A request for transport which originates at the private ambulance company. A private call must be a non-emergency requiring only Code 1 running.
8. Emergency Medical Technician (EMT) An individual who has completed training in the recognition and treatment of medical emergencies in a prehospital environment. The training begins at 110 hours (EMT-1) and progresses to 900+ hours (EMT-4). Certification (EMT-2, 3, 4) is provided by the Board of Medical Examiners.

9. First Responder A responder who usually only provides BLS care and can arrive on the medical scene in four minutes or less to prevent brain death in a cardiac arrest or complete bleed-out in a severe bleeding situation.
10. BLS Ambulance An ambulance which is able to provide only BLS and is staffed with at least one EMT-1 and a driver.
11. ALS Ambulance An ambulance which is able to provide ALS/BLS care and is staffed with two EMT 4's.
12. ALS Fire Vehicle A vehicle operated by a Fire Department which is staffed to the state ALS level (i.e, EMT-3 and EMT-2). The unit may respond either as a sole first responder or as a second first responder unit. A portion of the vehicles do have the ability to transport patients, but normally do not.
13. ASA Plan A document required by Oregon Statutes. The document provides for state overview of a process which restrains free trade. The plan consists of procedures and specifications which address the effective (coordinated service delivery) and efficient (least costly) provision of ambulance services in a county. The plan must comply with relevant Oregon Rules.

8/18/88

BOARD OF
COUNTY COMMISSIONERS
1988 AUG 16 AM 10 48
MULTNOMAH COUNTY
OREGON

Request for Proposal

for

Call Answering Ambulance Service Franchise for all
911 Generated Calls Within ASA 1 Multnomah County, Oregon

Date

EXHIBIT B

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A. STATEMENT OF PURPOSE

Multnomah County is requesting proposals from qualified (credentialed) organizations for emergency ambulance services within Ambulance Service Area 1 (ASA 1), Multnomah County. The boundaries of ASA 1 are described in Appendix 2. Only organizations that have been credentialed to participate may submit proposals.

B. Program Objective

The County's objective is to assure that ASA 1 is served by efficient (i.e. least costly) and effective (high quality) emergency ambulance services. The county believes this objective can be attained by awarding an exclusive franchise for emergency ambulance service for ASA 1.

C. Background

System Description - The EMS System in Multnomah County is governed by Multnomah County Code (MCC) 6.31.005 through 6.31.990 and Emergency Medical Services (EMS) Administrative Rules.

Multnomah County is 465 square miles with a population of 566,200.

Data concerning ambulance calls generated by Emergency Medical Services Dispatch, including number of responses, and number of transports from 1985 until the present is included as Appendix 4.

The Emergency Medical Services communications system is described in Appendix 14.

A description of Emergency Medical Services Dispatch appears in Appendixes 15, 16, 20.

Basic Life Support Protocols and Advanced Life Support Protocols are included as Appendixes 5 and 6.

The Physician Supervisor RFP and contract descriptions are included as appendix 7.

The Area Trauma Advisory Board I Trauma Plan is included as appendix 8.

The Inebriate Outreach Program (CHIERS) contract and program description for ASA I are included as appendix 9.

A description of the Taxi Program is included as appendix 19.

D. Proposer Instructions

1. Respondents must submit an original and 23 complete copies of the proposal to: Purchasing Director, Multnomah County, 2505 SE 11th Avenue, Portland, OR, 97202, no later than 2:00 p.m. on _____. Late proposals will not be accepted. An optional pre-proposal conference will be held on _____ at _____. Questions to be considered at the pre-proposal conference must be submitted in writing to the Purchasing Director Multnomah County no later than _____.
2. The proposer must respond to the RFP in a format which corresponds to the format in Section I of this document (e.g. 1 Personnel 1.A.(a)). If the proposer does not follow this format, the proposal will be considered non-conforming and will not be evaluated.
3. The RFP is organized by six areas: personnel, communications, medical, equipment, business practices and safety net. Each area has a minimum requirements section, denoted with the letter "A." Some areas also have a section in which points can be awarded. These are denoted with the letter "B."

Responses to the minimum requirements sections will be evaluated on a pass/fail basis. If a proposal fails to meet any minimum requirement, the proposal will be rejected.

Qualifying proposals will then be awarded points in category B sections.

The evaluators will judge proposals against the category A and B requirements by reference to the criteria in Section II of this RFP. The outline of the requirements in Section I is intended to assist proposers and evaluators in applying the criteria in Section II.

4. The original proposal and copies must be bound or in ring binders.
5. Award Cancellation

Multnomah County reserves the right to cancel award of the franchise at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

6. Clarification or Protest of Requirements

Any proposer requiring clarification of the information or protesting any provision herein, must submit specific comments in writing to:

Director of Purchasing
2505 SE 11th Avenue
Portland, OR 97202

The deadline for submitting such questions or comments is _____.
. If, in the Purchasing Director's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all credentialed individuals, firms and corporations having received out the RFP. The addendum shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the RFP given out by County managers, employees, or agents shall not bind Multnomah County. All addenda shall be issued by the Purchasing Director not later than five (5) days prior to the deadline for submitting proposals.

7. Rejection of Proposals

Multnomah County reserves the right to reject any or all responses to this Request for Proposal.

8. Cost of Preparation of Response

Costs incurred by any proposer in the preparation of the response to this Request for Proposal are the responsibility of the proposer and will not be reimbursed by the County.

9. Equivalent Products

Product brands or models, if stated or implied by the specifications, indicate type, design, and quality desired, and shall not restrict proposer to one manufacturer. Products which meet or exceed specification requirements for design, quality, and functional utility will be considered.

If the proposal includes an equivalent item, include descriptive information brochure and/or specifications sufficient for the County to make a determination as to equivalency.

Any variations from specifications on equivalent products must be itemized.

10. Assignment

Neither the franchise contract that may be awarded nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of Multnomah County.

11. Nondiscrimination in Employment

The successful proposer's attention will be directed to the provisions of Oregon Revised Statutes, prohibiting discrimination in employment. The proposer's attention is called to section ____ of the draft contract (appendix 23).

E. Evaluation Procedure

All proposals will be evaluated first by the EMS Proposal Evaluation Committee. The EMS Proposal Evaluation Committee will be appointed pursuant to the Home Rule Charter and will consist of:

- EMS Director (non-voting)
- Representative Citizens (2) at least one of whom will have financial knowledge and experience (e.g. CPA)
- Medical Advisory Board Representative
- Multnomah County Medical Society Representative
- Multnomah County Purchasing Department Representative (non-voting)
- An Emergency Medical Technician from outside of Multnomah County with no past or present ties to any proposer or licensee of Multnomah County

The evaluation committee will select a facilitator from its membership at its first meeting. Neither the EMS Director nor the representative of the Purchasing Department will serve as facilitator.

When a consortium presents a proposal, the consortium must clearly and in detail explain how its component entities or personnel will deliver services, equipment, or personnel in each area of activity. The evaluation committee shall not consider cumulative "qualifications." Only the qualifications of the person actually designated to perform the activity or the specifications of the item actually to be used are relevant when specific persons or items are at issue. When corporate or group characteristics are being reviewed, only the least qualified or least well-specified item put forward by the consortium will be considered.

If a proposal is submitted by a joint venture of several entities, each entity must meet the affirmative action requirements of this RFP. During the evaluation process, the evaluation committee, Medical Advisory Board (MAB), EMS Policy Advisory Board (EMS PAB) and Board of County Commissioners (BCC) may require interviews of personnel described in the proposals, hear oral presentations, conduct on-site visits to facilities, or take other action to assist in the evaluation process.

- 1) The proposals will be evaluated first by the evaluation committee to determine whether they meet the minimum requirements (Category A). Any proposals which do not meet the minimum requirements will be rejected.
- 2) Proposals meeting the minimum requirements will be awarded points in the Category B areas by the evaluation committee.
- 3) The top-ranking proposal will be recommended to the Medical Advisory Board. If the same proposer is top-ranked for both ASAs, the evaluation committee will recommend which ASA the proposer will serve, based on the best interests of the community.

- 4) The evaluation committee's recommendation will be accompanied by a written report indicating the committee's reasoning. The purpose of the report will be to advise the MAB and other reviewing bodies of the rationale for the recommendation and of the resolution of significant issues that arose during the evaluation process.
- 5) The MAB will evaluate only the top-ranked proposal. The evaluation will address the following portions of the RFP: 1-B(a), 3-A&B in their entirety, and 4-A (b, c, d, and e).
- 6) If the MAB concurs in the evaluation committee's evaluation of those portions of the proposal identified in 5 above, it will so indicate in a written report and recommendation to the EMS PAB.
- 7) If the MAB concludes that the proposal does not meet a minimum requirement, or scores the proposal so that it is no longer the highest ranking, it will so state in a written report to the EMS PAB. The report will explain the basis for the MAB's recommendation.
- 8) The EMS PAB will review only the proposal ranked highest by the evaluation committee. Its review will be based on the RFP. Following that review, the EMS PAB will adopt a report and recommendation to the BCC. The report will indicate whether the EMS PAB agrees or disagrees with the reports submitted by the evaluation committee and MAB.
- 9) The Board of County Commissioners will receive the reports and recommendations of the evaluation committee, the MAB, and the EMS PAB. The County Commission intends to review only the proposal ranked highest by the evaluation committee. The County Commission may accept the proposal or reject it as the public interest so requires.
- 10) If the Board of County Commissioners accepts the proposal, it will award a franchise for ASA-1 to the successful proposer. If the Board of County Commissioners does not accept the proposal, it may request further review by the evaluation committee, MAB, or EMS PAB, submission of the next-ranked proposal or group of proposals, or it may terminate or indefinitely suspend the proceedings without an award.

F. Policy on Credentialing and Franchising Procedure

The county intends to review applications in a fair and open manner. The goal is to provide efficient and effective emergency ambulance services to the public.

The criteria and procedures contained in the RFC and the RFPs will guide the selection procedure.

Although the franchise process is legislative in nature, and therefore is not subject to quasi-judicial rules of procedure, applicants should not have private contacts or discussions with members of any reviewing committee or Board, including the Board of Commissioners, once applications for credentialing or a franchise award are submitted. If a private contact occurs, the affected committee or Board member should make

a public disclosure at the next available public meeting, or in any event, prior to the final action by the county. The disclosure should indicate (1) the date of the contact and the identity of the person initiating it and (2) the nature of the contact, i.e., the information given or obtained.

G. Contract

The county plans on awarding a franchise for ASA 1 no later than _____, and extending four years. At the option of the County, upon one hundred and eighty days written notice, the contract may be extended for an additional one-year term. Rate and other system changes will be considered in the event of a renewal. Rate changes must be approved by the Multnomah County Board of County Commissioners.

The proposer should be aware that its proposal will become the minimum operating standard for many areas of the contract. Specifics of the proposers proposal such as management, personnel, vehicles, and other equipment cannot be changed from those proposed without the express written consent of Multnomah County, i.e., no "bait and switch."

SECTION I

The following material describes the elements of the proposal. These elements are intended to assist proposers in preparing their submissions and to guide evaluators in reviewing them under the criteria in Section II.

Proposal Elements

1-A Personnel: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. Two EMT-4s for each Advanced Life Support ambulance within the county. These EMT-4s must be currently Oregon Certified Emergency Medical Technician 4s.
- b. At least the following minimum wage for each EMT-4 to be employed:
 - A minimum salary per annum of \$17,400 (based upon defined working hours effective the first day of employment - Fair Labor Standards Act (FLSA)).
- c. Employee benefits equal to at least 30% of the total gross payroll for EMT-4s employed in direct patient care services. The benefits must include:
 - 1) Legally required benefits (as defined by U.S. Department of Labor).
 - 2) A retirement program which vests in five years with all proceeds returned to vested members. The retirement program must be portable to the next contractor (see evaluation criteria).
 - 3) Other benefits at the discretion of the employer in accordance with any applicable labor agreements, including employment contracts.
- d. The contractor's labor force shall not be prevented from entering into employment negotiations with others at the termination of the contract. This is known as the goal of "personnel accessibility". The proposal for maintaining personnel accessibility must also address the procedure that would be followed in the event of contractor failure.
- e. A new employee hiring program for the first six months of the contract which gives hiring preference to Multnomah County EMT-4s. This employee preference in hiring is to consider "Multnomah County EMT-4s" as appropriate hires if they meet the contractor's criteria for knowledge and performance. Multnomah County EMT 4s who are hired must receive at least the same wage level and benefit accrual level as they enjoyed immediately prior to being hired by the contractor. A Multnomah County EMT-4 is considered to be any EMT-4 who has worked with a Multnomah County license since March 1, 1988.
- f. A program for continuing education which provides the EMT-4s with adequate training to meet minimum recertification requirements as required by the Oregon Board of Medical Examiners and the National Registry of Emergency Medical Technicians. The program must consider and incorporate:

- 1) Coordination with the county continuing education program as described in Appendix 17.
- 2) A process for recognition of quality of care problems (internal peer review) and an educational process to correct the recognized problems.
- 3) Coordination with the quality assurance program as described in Appendix 11.
- 4) Cooperation with the EMT training institutions located in * Multnomah County. (See Appendix 18.)

1-B The proposal will be scored on how well it proposes to reach the following system goals (see Section II for evaluation criteria).

- a. A unit hour utilization* plan designed to maintain EMT knowledge and skills but not cause "job burnout." The plan may include vehicles scheduled to operate less than 24-hours and higher pay scales for those employees at higher utilization rates. The plan must describe staffing patterns by hour and day of the week, as well as the housing and standby station procedures to be used. These must be applied in Section 2A-o of the RFP in the system status plan. The system status plan prepared for section 2A-o must be provided to comply with this section.

30 pts.

*The rate of unit hour utilization is calculated by dividing the total number of transports on a given shift by the number of staffed hours on that shift (example: 3 transports divided by 12 hours = .25).

In considering utilization rates, the proposer must use the following standards: eight minute response, twenty minute on scene time, fifteen minute hospital transport time, seventeen minute chart and clean-up time. The proposer's highest and lowest unit hour utilization rates will be evaluated using the above variables. If vehicles scheduled to operate less than 24 hours are used, the unit hour utilization figures for these vehicles must also be listed.

- b. An effective management structure is required of the contractor. The proposal should describe:
 - (1) The ratio of ambulance EMT-4s on duty to on-duty field supervisors. The field supervisors must be responsible for the supervision of all field EMTs.
 - (2) The name(s), curriculum vitae, and current job status of at least the following personnel: operations manager, business manager, training coordinator.

9 pts.

15 pts.

- c. A benefit plan that encourages employee stability and attracts the best EMT-4s available. A proposal that describes an employee benefit plan and pay incentives providing higher levels than required under 1-A will be given up to 45 points (30 points for salary, 15 points for benefits). It is thought EMT-4s with seniority of service in Multnomah County should be given preference in hiring and wages because of their knowledge of Multnomah County geography, hospitals, and EMS system.
- 45 pts.

- d. A demonstrated commitment to affirmative action in hiring and promotion.

10 pts.

2-A Communications: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. Each vehicle of the contractor shall be equipped with a radio which shall be used to send and receive information over the central dispatch frequencies (UHF)(see Appendix 14). In addition, the radio must be able to transmit and receive on Med-Net-1, 4, 7, 9, and 10. A personnel alerting system which will be used on MedNet-9 to alert the ambulance crew of their need to respond to a call is required and must be described. The radio must be capable of transmitting outside of the vehicle (porta-mobile).
- b. The contractor shall promptly advise EMS Central Dispatch when a change in personnel or equipment on a vehicle results in the vehicle's classification changing from ALS or BLS. A Standard Operating Procedure (SOP) accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- c. Each morning, at a time specified by the Office of Emergency Medical Services, the contractor shall advise EMS Central Dispatch of the following for each vehicle: The present status, the EMT certification numbers of the crew members, and whether the vehicle is in ALS service. EMS Central Dispatch shall be informed immediately of any personnel changes on a vehicle. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- d. If the contractor receives requests for emergency medical assistance from a source other than 9-1-1, the contractor must use the most current Multnomah County EMS triage guidelines see Appendix 16) to process these calls. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.

- e. Only EMS Central Dispatch may cancel or revise a dispatch order. Vehicles arriving at the emergency scene shall promptly advise EMS Central Dispatch of information relevant to whether a dispatch order should be canceled or revised. A vehicle which receives a cancellation order may continue to the scene of an emergency, provided that EMS Central Dispatch is so advised and the vehicle's emergency lights and siren are not employed. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- f. The crew of each vehicle of the contractor shall promptly inform EMS Central Dispatch of the following changes in status by radio: In service at station, in service out of station (location or destination shall be stated), in service at scene of emergency, enroute to emergency scene, arrived at emergency scene, enroute to hospital or medical facility from emergency, arrived at hospital or facility from emergency scene, returned to service, out of service. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- g. Contractor's vehicle crews shall use the ten codes attached to this RFP as Appendix 13 when communicating with EMS Central Dispatch. Each ambulance crew shall be equipped with one tone-coded pager or radio which allows direct access of EMS Central Dispatch to the ambulance crew. The contractor's ambulance crews must provide the following information to EMS Central Dispatch by radio for each ambulance responding to an emergency as directed by EMS Central Dispatch. When an ambulance is dispatched from other than its base, it shall be identified. When the ambulance is enroute to a hospital or other medical facility, the number of patients being transported, response code, and the identity of the hospital or facility shall be stated. When an ambulance does not transport a patient, the reason for this action shall be identified. The Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- h. All patients requiring transport by ambulance (using the most current BLS and ALS treatment protocols) must be transported in the responding ALS ambulance, but must be billed as determined by the billing procedure as defined per Attachment A. The ALS ambulance may make appropriate use of the CHIERS and TAXI programs as described in Appendix 9 and 19.
- i. EMS Central Dispatch may request an Advanced Life Support ambulance from outside of Multnomah County to respond in Multnomah County to a medical emergency if the expected response time of the ambulance in Multnomah County exceeds ten minutes. The out-of-county ambulance must be closer to the emergency than any other Multnomah County ambulance, and the out-of-county ambulance meets ALS ambulance requirements as established by the

Oregon State Health Division. The Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.

- j. The contractors shall utilize helicopter ambulance service in Multnomah County when it is determined that transport of a seriously ill medical patient or trauma patient would be more advantageous by helicopter than by ground ambulance. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- k. The helicopter ambulance will be requested through EMS Dispatch. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- l. The contractor may provide ambulance service for a special event in the city or county. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- m. At any time the contractor stands by at such an event, the contractor shall advise the EMS Office and EMS Dispatch by letter one week prior to the date of the event the following information: Date and time of the event, location of the event, name of the person responsible for arranging ambulance coverage for the event. A Standard Operating Procedure accomplishing this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- n. The contractor shall respond to 90 percent of the calls within its service area in eight minutes or less, measured from the time of dispatch until the time the unit is on the scene. Time will be calculated in minutes, with any seconds over the minute considered the next minute (e.g. 7 minutes 04 seconds becomes 8 minutes). The contractor is fully responsible for ambulance crews being available for notification of a call. EMS Records will be the final authority in response time determination. No area (geo-code) (see Appendix 24) of the county may be consistently underserved for a period of two or more months. A statement from the proposer which acknowledges this set of requirements must be provided.
- o. The proposer must furnish a system status plan (SSP) for a one-month period. The month must include a major holiday (Thanksgiving, Christmas, New Year, or July 4th). Call volume must be projected from the EMS call data provided in Appendix 4. The system status plan must include: number of ambulances, hours which each ambulance is staffed, location of ambulances by hour of day and day of week, and number of transports per ambulance per shift expected. This information will also be used to award points in section 1B-a.

- p. The contractor shall not monitor or intercept police or other radio dispatcher transmission for profit or gain. Contractor shall not fail or refuse to promptly advise Emergency Medical Services Dispatch Office of receipt of a request for emergency medical assistance or when a licensee's ambulance becomes available or unavailable to respond to dispatch orders. The contractor shall not respond by ambulance to an emergency call unless so authorized by the EMS Central Dispatch Office. The Contractor shall not fail or refuse to respond to a dispatch order from EMS Central Dispatch Office when the ambulance subject to the call is available for service. The ambulance contractor shall not refuse to transport any patient in need of emergency medical care regardless of the patient's ability to pay. A Standard Operating Procedure which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- q. The contractor shall defend, indemnify and hold all first responders harmless from and against all claims, damages, losses, and expenses, including attorney's fees arising out of and resulting from the performance of services by first responders who are under the direction or control of the contractor.

At all times during the performance of the contract, contractor shall maintain: comprehensive general, auto, and professional liability insurance endorsed to show first responders as additional named insureds. A statement from the proposer's insurance agent and the "hold harmless" language must be provided which accomplishes the requirements of this section.

- r. The contractor must provide first responders with transportation from the hospital to the appropriate fire station when the first responder accompanies the patient to the hospital. The transportation should be furnished in such a way that the first responder is returned to the fire station in no more than thirty minutes from hospital arrival time. The Standard Operating Procedure (SOP) which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.
- s. The proposer must propose to provide mutual-aid agreements with the ambulance service in each adjoining ambulance service area. The Standard Operating Procedure which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided. A copy of the proposed mutual aid agreements must be provided.
- t. The contractor must assure that during any 4-week period, no more than 5 percent of calls assigned to its ambulance service area will be answered by an out-of-Multnomah County licensed Advanced Life Support ambulance provider or the adjoining Multnomah County ASA provider unless the contractor is one and the same. The Standard Operating Procedure which accomplishes this must be provided. In addition, an explanation of how the SOP accomplishes this requirement must be provided.

3-A. Medical: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. The Multnomah County Advanced Life Support and Basic Life Support procedures and protocols must be adhered to by all Emergency Medical Technicians.
- b. The contractor's Emergency Medical Technicians shall promptly contact the Medical Resource Hospital by UHF radio or telephone when required by the Advanced Life Support treatment protocols or an approved Medical Resource Hospital (MRH) study. If the Medical Resource Hospital is not available, the receiving hospital shall be contacted.
- c. The contractor's EMTs shall relay the following information to the MRH: Unit number, receiving hospital and estimated time of arrival, purpose of call, age and sex of patient, chief complaint, brief history, prior medical history, medications, allergies, vital signs, pertinent physical findings, and treatment at the scene.
- d. At the discretion of the contractor's emergency medical technicians, the receiving hospital may also be contacted by the EMT. The EMT will transmit to the receiving hospital the following information: Unit number, age and sex of patient, estimated time of arrival, condition, chief complaint, and advanced life support treatment provided.
- e. Each of the contractor's Advanced Life Support units shall have a set of most treatment protocols on the unit itself at all times. The Standard Operating Procedure which accomplishes this must be provided.
- f. Contractor must incorporate into its SOPs the Area Trauma Advisory Board Trauma Plan. See Appendix 8. All EMT-4s must have Pre-Hospital Trauma Life Support (PHTLS) or equivalent training within six months of contract award. The Standard Operating Procedure which accomplishes this must be provided.
- g. The contractor must incorporate into its SOPs the Mass Casualty Incident Plan. See Appendix 10. The contractor must participate in one major drill and two mini-drills per year (to be arranged by EMS). The Standard Operating Procedure which accomplishes this must be provided.
- h. The contractor must incorporate into its SOPs the Quality Assurance Program. See Appendix 11. The Standard Operating Procedure which accomplishes this must be provided.
- i. The proposer must provide a first responder training program to keep the first responders aware of ambulance operations, equipment changes, and protocol changes that affect first responders. The program is to be provided at no cost to first responders. The Standard Operating Procedure which accomplishes this must be provided.

- j. The proposer must provide administrative protocols for the role of the EMS physician-supervisor. The protocols include:
 - 1) Physician-supervisor participation in hiring of EMT-4s.
 - 2) Absolute authority for all medical direction of the contractor.
 - 3) Scheduling of mandatory inservice training.
 - 4) "Ride-alongs" to meet ORS requirements.
 - 5) Absolute authority to remove an EMT from service on any of the contractor's ambulances. The administrative operating procedures which accomplish this must be provided. An explanation of how each of the procedures accomplish these requirements must be provided.
 - k. Proposer must provide a list of the types and amounts of each drug to be carried on each ambulance. The list must include all drugs needed to treat (in compliance with ALS protocols) two patients with the same medical or traumatic problem without having to restock an ambulance's drug supply. The listed drug types and amount must be carried on all staffed ALS ambulances.
- 3B. The proposer will be scored on how well it proposes to meet the following system goals, see Section II for evaluation criteria.
- a. A proposer's history of utilizing a peer review process may indicate that the proposer will provide higher quality emergency medical care. The proposer must describe its past peer review process. The description must include the prior two years (1986, 1987) and be based on the credentialed population.

7.5 pts.

4-A Equipment: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. All ALS and BLS ambulances and equipment must meet current ORS and Multnomah County requirements. (See Appendices 1,12,13). A listing of all ambulances proposed to be used in the system by make, age, mileage, modifier, and major equipment contained must be provided. This must include all vehicles which are to be used in Multnomah County. The proposer must also include a statement that the ambulances meet all applicable MCC, EMS rules and ORS requirements.
- b. Provision of mobile VHF radio equipment with a dial encoder and capability of transmission on 155.340 mhz (at no less than 25 watts) for each ALS ambulance. The radios must be identified by make, model, and output. A copy of the FCC license for this frequency or plans for obtaining the rights to mobiles on this frequency from the Greater Portland Hospital Association must be included.

- c. Certain items of disposable equipment must be provided at no cost to the first responder agency when the first responder has cared for a transported or "charged" patient. The equipment will be exchanged on the "scene" if it does not interfere with patient care. The proposer must contact the first responder agencies to assist in development of this process. See Appendix 25. The Standard Operating Procedures for field exchange and billing activities which accomplish this exchange program must be provided. Disposable equipment items are:
 - 1) Oxygen administration items.
 - 2)* Suction items.
 - 3) Intravenous materials.
 - 4) Drugs.
 - 5) Disposable splints.
 - 6) Cervical collar--"stiffnecks" or equivalent
- d. The following equipment must be provided and be standardized with the first responder agencies. A Standard Operating Procedure which accomplishes this must be provided. The proposal must describe how the SOP accomplishes this.
 - 1) Trunk and neck immobilizer--"K.E.D." or equivalent.
 - 2) Wooden long spine board.
 - 3) Traction splint.
 - 4) Scoop stretcher.
 - 5) Pneumatic Anti-Shock garment.
- e. An agreement with the two trauma centers to create a "Letterman" exchange system covering the items listed below and an equipment cleaning program must be provided. The agreements and the Standard Operating Procedure which accomplish this must be provided.
 - 1) C-collar "Stiffneck" or equivalent.
 - 2) Trunk and neck immobilizer "KED" or equivalent.
 - 3) Long spine board.
 - 4) Traction splint.
 - 5) Scoop stretcher.
 - 6) Pneumatic Anti-Shock garment.

4-B The proposer will be scored on how well it proposes plans to meet the following system goals (see Section II for evaluation criteria):

- a. The use of "newer" front-line (non-reserve) vehicles which meet KKK1822B to provide emergency medical transportation. The plan must be documented by providing type, age, mileage, and "modifier" of each ALS ambulance vehicle to be used in Multnomah County which meet this requirement. Also, the total number of front-line vehicles must be provided..

4 pts.
- b. A preventive maintenance program for ALS ambulances which causes the ambulances to be more reliable.

8 pts.

- c. The increased availability of reserve ambulances so that extraordinary circumstances which need more than the normal number of ambulances can be adequately handled by the contractor. This plan must give the number of reserve ambulances, their proposed storage location and the extent to which they will be stocked when held in reserve.

8 pts.

- d. The provision of up-to-date emergency care equipment and a maintenance program for the equipment so that the equipment is more reliable. This may be documented by providing the make, model, age of, and maintenance program for:

1. Ambulance cots.
2. Portable monitor defibrillators.
3. Portable suction.

6 pts.

5-A Business Practices: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. The proposer has met all minimum requirements for credentialing and will meet them throughout the contract period. The proposer must also meet all license requirements and must comply with all pertinent MCC and rules throughout the contract period. The proposal must state how the proposer intends to meet these requirements throughout the contract period.
- b. The proposer must have insurance coverage to at least the following minimums (with no exceptions for first responders or others riding in the ambulance):

- 1) Combined single limit for bodily injury and property damage (vehicular), \$500,000;
- 2) Malpractice, \$1 million;
- 3) Umbrella liability, \$1 million;
- 4) Workers' compensation insurance or the legal equivalent, as required by law, for the life of the contract.

Contractor shall require all of its subcontractors to maintain similar insurance coverages and shall require evidence of such coverage prior to commencement of work by any such subcontractor.

A copy of the policies must be submitted for review 30 days prior to the effective date of the contract. A policy must include a 30 day notice requirement for any material change or cancellation.

The comprehensive general liability, auto, and professional malpractice insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with a balance provided by an excess or umbrella liability policy.

- 5) Alternatively, the contractor may elect to self-insure for part or all of the insurance requirement. If a contractor elects to self-insure areas b-1, 2, 3, or 4, the contractor shall provide evidence that it has qualified under all state and federal requirements for self-insurance. In addition, the contractor shall provide documentation verifying that a funding mechanism is in place to meet the financial responsibilities of the indemnification agreement as well as the name and credentials of the contractor's claims administrator.

Adequacy of insurance must be demonstrated by:

- 1) Documentation of insurability provided by an insurance company licensed to do business in Oregon and a proposal to purchase the insurance required; or
- 2) Proof of self-insurance as required by state and federal laws and regulations.

- c. The cost revenue information must be placed on the worksheet attached as Form 1. The columns must be completed. If either column is not fully completed, the proposal will be judged non-conforming. The projections provided on this sheet must be averages for the four-year contract period. Definitions of full, proportionate, and incremental cost are to be followed and are included in appendix 22. The first column on Form 1 must provide full cost and revenue projections, and column two must provide proportional cost and revenue projections. The projections as requested below must be based upon data as provided in Appendix 4. The proposer is expected to use its own best judgment in determining the following variables:

- 1) The cost per ALS ambulance per year and cost per ALS ambulance by unit hour. This must apply to Advanced Life Support ambulances staffed as required in the Personnel section (IAa). Also, the number of ambulance units and unit hours per year must be projected. Costs must be reported on Form 1.
- 2) The projected call and transport volume from all 9-1-1 generated calls. The proposer must use the data in Appendix 4 to project these volumes. Figures must be presented on Form 1.

- 3) The projected number of calls which will be charged as ALS and BLS charged transports. The proposer must use the data in Appendix 4 to project these numbers. (The proposer must follow the ALS/BLS charge criteria as set forth in Appendix 19).

The proposal must be fully presented on the worksheet. The proposal must present full and proportional cost. If cost and revenue figures are not adequately validated the proposal will be judged non-responsive. These figures must be provided on the Form 1.

- 4) The overall projected collection percentage. This percentage must be calculated based on gross charges minus contractual discounts (Medicare, Medicaid, etc.), bad debt, and any other allowances. This figure must be provided on Form 1.
 - 5) The BLS and ALS charges flat all-inclusive rates for all users of the system as projected by the proposer. These figures must be provided on Form 1.
- d. The contractor must accept the responsibility to provide standbys as requested by police and fire agencies within Multnomah County at no charge to the police and fire agencies. If a patient is transported, any charge to that patient must be based upon charges to a similar patient with no standby time charges. A Standard Operating Procedure which accomplishes this must be provided.
 - e. The proposer must incorporate the taxi Standard Operating Procedure as presented in Appendix 20. A Standard Operating Procedure which accomplishes this must be provided.
 - f. The proposer must incorporate the CHIERS Program as presented in Appendix 9. A Standard Operating Procedure which accomplishes this must be provided.
 - g. The authority and responsibility of the EMS Rate Review Committee as presented in Attachment b must be incorporated in the billing and administrative Standard Operating Procedures. The Standard Operating Procedure which accomplishes this must be provided.
 - h. The proposer must recognize the authority of the Emergency Medical Services Office to randomly sample billings and provide these sample billings to the Rate Review Committee. The mechanism for action to correct bills in which the charge is questioned must be described. Also, the proposer must explain how it will recognize the authority of the EMS office to randomly sample ambulance bills.

- i. The proposer must provide \$42,500 (estimate) yearly in quarterly payments for physician supervisor services to be provided by the County. These services are detailed in Appendix 7. The proposal must detail how the provider will make the payments.
- j. The proposer must provide a plan of operation for the first six months of operation which recognizes slow revenue collection at start-up and the need for outside resources to assist in meeting payroll, capital and ancillary expenses. The plan must address expectations for revenue from transports, with a timetable of projected receipt of income sufficient to meet the debt incurred in the initial operating period. The plan must also specify other sources of revenue or assets which will allow the contractor to meet expenses for the first six months of operation and the timetable for repayment of these funds.
- k. A description of the billing practices which recognizes the extreme importance of billing practices in this user funded system must be provided. The description must recognize the importance of humane billing practices and must allow for:
 - 1) Billing procedure for Medicare
 - 2) Billing procedure for other third party payors
 - 3) Billing practices for other public parties (county, corrections, Medicaid, etc.)
 - 4) Billing practices for private parties
 - 5) Billing practices for overdue payments
 - 6) Billing practices for write-offs
 - 7) Billing practices for no patient transports
- l. The proposer's legal business structure must be described and the description must demonstrate that the structure is sound and meets all legal requirements.
- m. The proposer must describe the method of public and consumer education which it will use to accomplish the goals of:
 - 1) Reduction of 9-1-1 abuse
 - 2) Better public understanding of the EMS system
 - 3) Provides for provision of emergency care to be delivered by the public (CPR) before a first responder arrives. The proposal must describe the teaching and educational methods to be used.
- n. The proposer must describe how a minimum of fifty hours per month of free standby time to appropriate public events will be provided. This fifty hours is to be in addition to the free police and fire standbys.
- o. The proposer must describe how the inebriate outreach program for the central city will be carried out through a subcontract with Hooper Detox Center. A copy of a proposed agreement with Hooper Detox Center must be provided, along with an acknowledgement from Hooper that it is in accord with the proposed agreement. The county will provide _____ to subsidize the contractor in the agreement.

5-B Business Practices - The proposer will be scored on how well it proposes to meet the following system goals (see Section II for evaluation criteria):

- a. A flat, all-inclusive rate (accepting Medicare assignment) is to be charged for: 1) ALS response with BLS treatment and transport in response to a 911 call; and 2) ALS response, treatment, and transport in response to a 911 call. The rates must use the ALS/BLS charge standards in Attachment a and be reported on Form 2.

The rates must reflect the maximum efficiency in the system by displaying the lowest possible flat-rate user fees that do not compromise system effectiveness. A uniform charge for any person in Multnomah County transported to any hospital in the Tri-County area regardless of distance, time of day, or day of week is to be the standard for the all-inclusive rate.

- 1) BLS Rate/Medicare Assignment 20 pts.
- 2) ALS Rate/Medicare Assignment 30 pts.
- 3) Standby Charge (private) 10 pts.

- b. A history of excellence of past performance in providing emergency medical care and transport is thought to predict a contractor's ability to provide better emergency medical care and transport. The proposer should describe and fully validate the following components of the system serving the credentialing population. Validation of the numbers must be provided by an organization other than the proposer's for the past two years (86, 87).

- 1) A history of lawsuits or insurance settlements which involve BLS or ALS care.
- 2) A history of collisions (which require a state accident report be filed).
- 3) A history of workers compensation claims.

7.5 pts.

- c. The proposer is encouraged to propose implementation of methods to improve the efficiency and effectiveness of the Multnomah EMS system. The proposal should explain in full detail the suggestion, and how it will improve the efficiency and effectiveness of the system. The proposal must be consistent with the MCC, ASA Plan, and EMS rules.

10 pts.

6-A Safety Net: Proposers must provide proof of compliance with the following minimum requirements (see Section II for evaluation criteria):

- a. The proposal views emergency ambulance service as an essential service and ensures that no interruption of service will occur in the event of a work stoppage by employees. A plan to accomplish this requirement which includes labor agreements or

mutual aid pacts must be included. If the proposer believes that federal or state law precludes an interruption in service, this should be so stated and the applicable law provided.

- b. A safety net plan must be provided. The safety net plan must ensure that in the event of contractor failure (due to contract, ordinance, or financial, or other reasons) there is no interruption in medical call answering. The proposal must provide for delivery of all ambulances (fully stocked) to the county for use in answering 911 calls. The ambulances must be free of any encumbrances (i.e. the ambulances may be used by Multnomah County to provide ambulance service with no reimbursement or remuneration to the contractor or lienholder), and must be available for service to EMS for no less than 6 months. The funds to allow answering of all medical calls to the level expected under the contract must be provided for in the plan. These operating funds must provide complete financial support for medical call answering for a period of no less than 45 days. The medical call answering system is defined (for safety net purposes) as:

- 1) Personnel (two EMT-4s per ambulance)
- 2) Maintenance and upkeep of each ambulance (including disposable medical equipment)
- 3) Radio equipment, and
- 4) Insurance to the required levels

The personnel and vehicles which are described in the system status plan of the proposal are the minimum expectation of this requirement (i.e., ie the SSP in the proposal uses seven staffed ambulances, the requirement of this section is at least the vehicles and funds to operate the system at that level). The funds to be used for this purpose must be immediately accessible to Multnomah County EMS upon contractor financial failure or contract revocation based upon contractor's failure to meet contract terms and conditions. The accessibility of the vehicles and funds must be explained in detail.

COST/REVENUE WORKSHEET

Form 1

(See next page for description of (1), (2), (3), (4), (5), (6))

1. ALS ambulance cost:

	<u>Full Cost</u> (1)	<u>Proportional Cost to 911</u> (2)
Contract (2)		
Personnel		
Operations		
(_____ miles @ _____)		
Administration (4)		
Capital (6)		
Insurance (3)		
Disposable Supplies		
Drugs		
All Other Expenses		
(depreciation, maintenance, etc.)		
Total Cost by ambulance		
Total Cost by unit hour		
Number of Ambulance Units (5)		
Number of unit hours (7)		
Inebriate outreach subcontract		
cost		

	<u>Other Revenue</u>	<u>911 Revenue</u>
2. Projected call volume		
Projected transport volume		
3. Volume of BLS-charged transports		
Volume of ALS-charged transports		
4. Overall collection percentage		
5. BLS charge per transport		
ALS charge per transport		
6. Inebriate outreach subsidy		

Form 1 Cost/Revenue Worksheet Page 2

1. This must be full cost and consider all associated costs within each category. The full ambulance cost must be the best projection of full cost see Appendix 22).
2. This must be the proportional cost which the proposer projects it will incur in carrying out 911 call answering (see appendix 22). Column two may be the same as column one, or it may be lower. If column two is lower than column one in any line, the proposer must explain the difference, and justify why the cost is different. This difference in cost may be attributed to: other business interests, non-911 call/transport ambulance use, cross use of personnel, etc. It is important that each of the column line differences be fully explained and justified. The justification must be sufficient to allow the RFP evaluation committee to determine its validity. The explanations and justifications must demonstrate that the column two 911 proportional cost is the total cost of 911 call answering service.
3. If self-insurance is used, its cost must be arrived at by considering past settlements, cost of required funds. This cost must also consider the increase in liability exposure associated with the contract.
4. Must include the \$42,500 per annum for physician supervisor and all other administrative or training personnel costs.
5. This must be the total number of ambulance units to meet the 911 contract for ASA 1. This number may be reflected in fractions of an ambulance if peak load staffing or other staffing patterns are followed. This number must be the same as the number used in the SSP portion of the proposal.
6. This must also include cost of back-up or reserve ambulances and other back-up equipment.
7. This must be the total number of unit hours for the 911 contract for ASA-1. This number must be the same as the number used in the SSP portion of the proposal.

RATE WORKSHEET

Form 2

1. BLS transport rate charge
(with Medicare assignment).^{a/b} _____
2. ALS transport rate charge
(with Medicare assignment).^{a/b} _____
3. Standby charge for private events
(in addition to transport charge
if patient transported).^b _____ hr.

a Rates must recognize that the contractor will accept Medicare assignment.

b This is the contractor's rate for the four-year contract period. The County may allow rate increases based upon consumer price index, dramatic increase in cost of doing business, or more stringent or added system requirements. However, the proposer should assume that it will be bound by its proposed rates for the life of the contract. There is no charge or reimbursement for first responders. If first responders petition the Rate Review Committee for charges, the contractor is assured no additional uncompensated cost.

SECTION II

The following criteria will be used by the evaluation committee to judge whether a proposal meets the minimum requirements for category A areas. The criteria also govern the number of points to be awarded for category B areas. The outline on the preceding pages will be used in applying those criteria.

1-A Personnel:

- a. The proposal does provide for two Oregon Certified EMT 4s to staff each ALS ambulance used in Multnomah County.
- b. The proposal does provide for a minimum annual wage of \$17,400 (based upon FLSA defined working hours), effective the first day of employment of field EMT-4s.
- c. The employee benefits proposal does include:
 - 1) A benefits package of at least 30% of gross EMT payroll.
 - 2) All legally required benefits (as defined by U.S. DOL).
 - 3) A retirement plan which is "portable", (transferable to the next contractor with all benefits, vesting, and accrual levels intact) and meets all other requirements of the RFP (section A) will be considered as meeting this requirement. The Oregon Public Employees Retirement System is considered "portable" for purposes of evaluating this proposal.
 - 4) Benefits begin the first day of employment for new hires who have previously been employed by a "Multnomah County license."
- d. The proposal does assure personnel accessibility.
- e. The proposal does provide a hiring preference for "EMT-4s" who have been employed in Multnomah County since March 1, 1988, with no loss of wage or benefit accrual levels.
- f. The proposal does provide for a coordinated continuing education program as described in the RFP section a.

- 1-B a. The unit hour utilization rate establishes a minimum unit hour utilization rate of (based upon monthly staffing levels used in 2A-o):

- .17 for 24-hour ambulances
- .33 for 12-hour ambulances
- .40 for 10-hour ambulances
- .50 for 8-hour ambulances

15 points will be awarded for total compliance. For each .07 below the minimum level, 1 point will be deducted to a maximum of 15 points. Deductions will be computed by considering the UHU of each ambulance. Example: The SSP calls for five twenty-four hour ambulances. The UHU of each ambulance is 0.10. The deviation of each ambulance is .07. One point will be deducted for each ambulance. Total points 15-5 = 10 points.

- b. The unit hour utilization rate should establish a maximum unit hour utilization rate of (based upon monthly staffing levels used in 2A-o):

- .40 for 24-hour ambulances
- .60 for 12-hour ambulances
- .65 for 10-hour ambulances
- .75 for 8-hour ambulances

15 points are awarded for total compliance. For each .056 above the maximum level, 1 point will be deducted to a maximum deduction of 15. Example: The SSP calls for five twenty-four hour ambulances. The UHU of each is .512. The deviation of each ambulance is .112 to (0.056×2) . Therefore, two points are deducted for each of the five ambulances. Total award $15 - 10 = 5$ points.

- c. The management structure proposal must address the following requirements:

- 1) An on-duty field supervisor for each eight ALS ambulances in service will gain 9 points. The supervisor must not be directly responsible for providing care while on duty. Points will be awarded by using the 8 to 1 ratio as the standard.

Example: The proposal offers one supervisor for each twelve ambulances. The proposer would get 6 points as follows:

$$\frac{\text{Standard Ratio}}{\text{Proposed Ratio}} \times 9 \text{ points} = \frac{1/8}{1/12} \times 9 = 6 \text{ points}$$

- 2) The curriculum vitae section of the management personnel proposal will be awarded fifteen points using the following standards for each management function. If the personnel in the proposal do not meet the criteria, fewer or no points will be awarded.

5 Points. Operations Manager. College degree (BS or BA) with at least four years experience in ambulance service delivery. Current EMT-P status. The experience must have been gained in a system of at least 20,000 emergency calls per year. (Four years additional EMS supervisory experience may be substituted for the college degree.)

5 Points. Business Manager. College degree (BS or BA) with at least four years experience in ambulance third-party billing procedures, and in working with labor groups. The experience must have been gained in a system which bills at least 10,000 patients annually. (Four years additional EMS business experience may be substituted for the college degree.)

5 Points. Training Coordinator. EMT-P, ACLS instructor, PHTLS or BTLIS instructor, with three years experience as a training coordinator for at least fifty EMT-Ps. Experience in a peer-review process for at least fifty EMT-Ps for three years is also required.

Note: It is not necessary that the above listed functions be performed by different personnel in the proposer's organization. Full points will be awarded if the functions are provided by one or more persons who meet the qualifications.

- 3) 15 points. A benefit package which is at least five percent of the EMT-gross salary (in addition to the required 30 percent under 1-A) will receive fifteen points. If less than a five percent benefits increase is proposed, three points will be added for each percent above the benefit level required in 1-A to a maximum of 15 points.

30 points. The proposal will not qualify for any of these points unless it provides for:

- 1) A hiring preference for "Multnomah County" EMT-4s that is based on length of service within the Multnomah County EMS system;
- 2) A system of annual EMT-4 raises during the franchise period that at least corresponds to increases in the consumer price index; and
- 3) An EMT wage scale that is progressive and has at least six steps.

Three points will be awarded for each 1% that a proposal exceeds salary minimums in all of the following areas:

- 1) Starting salary (minimum = \$17,400);
- 2) Top salary (minimum = \$22,000); and
- 3) Present salaries of Multnomah County EMTs, whether newly hired or a part of the contractor's workforce.

If a uniform percentage of increase is applied to all three salary areas described above, that percentage will be used for calculating the points to be awarded. If different percentage increases are applied to any of the three salary areas described, the lowest percentage increase will be used for calculating the points to be awarded.

Example 1 (Uniform Increases for all 3 Salary Areas)

Proposal calls for:

- . Minimum EMT starting salary of \$17,748 (i.e. \$17,400 + 2%)
- . Top salary of \$22,400 (i.e. \$22,000 + 2%)
- . All "Multnomah County" EMTs to receive their current salaries plus 2%.

Award in this example: 6 points (based on 2% increase)

Example 2 (Non-uniform Increases)

Proposal calls for:

- . Minimum EMT starting salary of \$17,922 (i.e. \$17,400 + 3%)
- . Top salary of \$22,880 (i.e. \$22,000 + 4%)
- . All "Multnomah County" EMTs to receive their current salaries plus 5%.

Award in this example: 9 points (based on lowest percentage increase, i.e. 3%)

- d. 10 points. The proposal demonstrates the proposing entity's history of commitment to affirmative action in hiring and promotion and continues that commitment. The 10 point total will be divided among the criteria set forth below.

A proposing entity will receive up to 5 points if it meets either (1) or (2) below, as applicable:

- (1) If the proposing entity has had an affirmative action plan in place prior to submitting its proposal, it shall demonstrate that for the prior plan year it set annual hiring goals as required by United States Executive Order 11246 and its implementing regulations, and has met at least 95 percent of each such goal. If a goal was not met, the entity shall demonstrate that it has made every reasonable and lawful effort to attain the goal.
- (2) If the proposing entity has not had any affirmative action plan in place prior to submitting its proposal, it shall demonstrate that (a) it was exempt from the affirmative action plan requirements imposed by federal law and (b) it has an appropriate representation of women and minorities in its work force, as shown by not having an underutilization as defined by regulations under Executive Order 11246 of women or minorities in its EMT job positions.

The plans or efforts referred to above must be those of the specific corporate entity, governmental bureau, or organizational group that is proposing to deliver the ambulance services; plans or efforts of parent or related corporations or of states, counties, or cities, but not specifically of the proposing agency itself, are not acceptable.

Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must also provide information confirming that, for at least the past three years, it has neither (a) paid more than \$2,000 to settle a discrimination claim made by a current or former employee nor (b) had such a claim determined or adjudicated to be valid, whether or not yet paid.

Up to 2.5 points will be awarded for meeting the following criterion:

The proposing entity must demonstrate that it is committed to carry out affirmative action policies during the contract period. Evidence of this commitment may consist of the following: (a) the plan required under the credentialing document is detailed and stated in measurable terms, and (b) the entity proposes a system for reporting periodically to the county on its compliance with the plan. If the proposal fails to provide this demonstration of affirmative action commitment, none of the ten affirmative action points will be awarded.

2-A Communications:

- a. The proposal does provide each ambulance and EMT crew with UHF capability on MEDNet 1-4-7-9-10 and personnel alerting on MEDNet 9.
- b. The proposal does show by SOP that the contractor will advise EMS dispatch of any vehicle status change.
- c. The proposal does show by SOP that the contractor will advise EMS dispatch of vehicle crew and status.
- d. The proposal does show by SOP that the contractor will use the Multnomah County EMS triage guide.
- e. The proposal does show by SOP that the contractor will adhere to the rules as listed in the RFP 2-A e, f, g, h, i, j, k, l, m, n, p.
- f. The proposal does provide a system status plan (SSP) for a one month period as required in Section 2A-o. The SSP does provide coverage for all of Multnomah County, with a response time of eight minutes or less, ninety percent of the time. In evaluating the proposal's compliance with this standard, the county will use the call volume data for geo-code areas provided in Appendix 4. The SSP must also not use mutual aid for more than five percent of the calls.
- g. The proposal does provide liability insurance, and "return transportation" for the first responders. The SOP's provided do meet the RFP requirements.
- h. The proposal does agree to provide mutual aid agreements with adjoining ASA's. A copy of the proposed mutual aid agreements is provided.
- i. The proposal does provide for no more than five percent of calls during one four-week period to be answered by mutual aid.

3. Medical:

- a. The proposal does state that the proposer will adhere to the EMS rules as stated in the RFP in 3.A a, b, c, d, and e. If the proposer is not currently functioning under these rules, the proposal must describe how the rules will be implemented.
- b. The SOPs incorporate the ATAB I Plan and the proposal sets a date within six months when all EMT-Ps will complete Prehospital Trauma Life Support or equivalent training.
- c. The SOPs incorporate the MCI Plan and Quality Assurance Program and the proposal states that the contractor will adhere to the standards. The proposal does agree to participation in at least one major drill and two mini-drills per year.
- d. The proposal does provide a first responder training program which complies with the RFP requirements at no cost to the first responder.

- e. The administrative protocols provide for a role of the physician supervisor which includes participation in hiring of EMT-4s, absolute medical control, mandatory inservice training, ride-alongs, and the authority to remove an EMT from service on any of the contractor's ambulances.
 - f. The proposal does list adequate types and amounts of drugs needed to provide care for two patients who are treated "back-to-back" under the same ALS protocol without the ambulance needing to restock any drugs.
- 3B. A proposal which describes history of a peer review for the past two years in the credentialing population with at least the following characteristics will be awarded seven and a half points:
- 1) A peer review meeting each month attended by the off-line medical director, and by at least 80 percent of the non-physician members. A list of dates, location of the meeting, committee members present and absent must be provided.
 - 2) A peer review process concerning ALS patient care with participation of ALS, BLS, and communications representatives. A list of committee members and the area they represent must be provided, i.e., ALS, BLS, communications.
 - 3) A peer review process which is structured by written procedures. The procedures assure patient confidentiality, autonomy from management, and the authority to take action in medical areas as deemed appropriate. The written procedures must be provided.

If the proposal describes and properly documents all of the above areas of peer review, seven and a half points will be awarded. If all areas are not met, up to two and a half points will be awarded for each area met, for a maximum of seven and a half points.

4-A Equipment:

- a. The proposal does list all the ambulances and equipment, and all do meet or exceed ORS and Multnomah County standards.
- b. The proposal does list VHF radio equipment (155.340 MHZ) that is capable of use for ambulance-to-hospital communications in Multnomah County. The radio license or a plan to obtain such is included.
- c. The proposal does provide for supplying the disposable items as listed in the RFP at no charge to the first responder.
- d. The proposal does provide for developing standardized equipment for use by first responders and ambulance service providers.
- e. The proposal does provide for signed agreements with the trauma centers for a "Letterman" exchange program as described in the RFP.

- 4-B a. The proposal does recognize the need for "newer low-mileage vehicles" which meet KKK1822B. All ambulances less than one year of age, with odometer readings of less than 10,000 miles, and meeting KKK1822B will be considered newer low mileage vehicles. This does not include ambulances which are considered "extras" or "backup."

4 pts.

The points awarded (up to 4 points) will be based on the percentage of front-line ambulances which meet the newer low mileage definition.

- b. The proposal provides for a preventive maintenance program which:

- 1) Provides for safety inspections every 15,000 miles until 60,000 miles, then every 7,500 miles. (These are to be done by an outside shop familiar with the types of vehicles used).
- 2) Provides maintenance to manufacturers' extreme use recommendations. Provides for downtime for ambulance maintenance. Uses innovative methods to extend ambulance dependability, such as diesel engines, heavy-duty batteries, radial tires, metallic brakes, etc.
- 3) Provides a history of ambulance maintenance which demonstrates the ability to keep ambulances in-service with no major failures.

If the proposal meets all the above criteria, 8 points will be awarded. 2.66 points will be awarded for each criterion met.

- c. Provides a fully stocked (except for defibrillator and ALS drugs) ambulance for every three front-line (non-reserve) operating ambulances.

If the proposal meets this requirement, 8 points will be awarded. If fewer reserve ambulances are proposed, so that the 3 to 1 ratio is not met, fewer points will be awarded. This will be calculated using the 3 to 1 ratio as the standard.

Example: A 5 to 1 ratio will be awarded 4.8 points as follows:

$$\frac{\text{Proposed Ratio}}{\text{Standard Ratio}} \times 8 \text{ points} = \frac{1/5}{1/3} \times 8 = 4.8 \text{ points}$$

- d. The proposal provides for up-to-date equipment.

- 1) Ambulance cots (Ferno model-MTS or equivalent).
- 2) Portable monitor-defibrillator (Life-Pak 5 or equivalent).
- 3) Portable suction (Laerdal or equivalent).

If the equipment is of the appropriate model as shown above and a maintenance program is proposed which demonstrates the ability to keep the equipment operational, 6 points will be awarded. If the equipment is not of appropriate model and up-to-date or the maintenance plan is not sufficient to keep the equipment operational, fewer or no points will be awarded. Four years will be used as the life expectancy of the equipment.

5-A Business Practices:

- a. The proposal must provide ample information to assure that the contractor can and will meet all applicable credentialing standards, MCC, and EMS rules for the contract period.
- b. The proposal does provide for an insurance program with coverages to at least the RFP minimums. The required letters and documentation are provided. If self insurance is used, all of the state and local requirements are met.
- c. The proposal does provide all of the cost and revenue projections as requested in Form 1 and its instructions. The cost and revenue figures are reasonable and based upon data provided by the RFP. The costs are fully accounted and adequately justified where not applied to the 911 contract. The definitions contained in appendix twenty-two are followed. The cost and revenue projections demonstrate sound business practices, and are reasonable based upon projected staffing levels as used in the SSP.
- d. The proposal does provide for free-of-charge standbys for police and fire agencies and includes a Standard Operating Procedure to accomplish this.
- e. The proposal recognizes, and integrates into the contractor's operations; the TAXI program, CHIERS program, and Rate Accountability Committee.
- f. The proposal does recognize the EMS Office's authority to sample billings and does provide a process to correct incorrect billings.
- g. The proposal does provide for \$42,500 per annum in quarterly payments to EMS for physician-supervisor services.
- h. The proposal does provide a plan of operation for the first six months which considers all aspects of the RFP requirements. The plan is reasonable and does demonstrate financial soundness.
- i. The proposal does describe the billing practices. The billing practices are humane and encourage those who can pay to pay. Those who cannot pay are dealt with humanely. The billing practices also are legal and exhibit sound business practice.
- j. The proposal does describe the legal business structure of the contractor, and it is the same as used in the credentialing process. The business structure is legal in Oregon.

- k. The proposal does provide for public education including teaching methods, and a delivery process for public education in at least the areas required by the RFP.
- l. The proposal does provide fifty hours of free standby time for public events.
- m. The proposal does describe how the inebriate outreach program will function. The program described does at least equal the standards of the Hooper Detox contract (Appendix 9). There must be a letter from the Hooper Center which does state that Hooper will enter into a contract with the proposer beginning July 1, 1989, if the proposer is the chosen contractor.

5-B Business Practices:

- a. A BLS flat rate of \$150 will be awarded 20 points. For each ten dollar increase in the rate, 2 fewer points will be awarded. A flat rate of less than \$150 will be awarded 1 additional point for each ten dollar decrease. A flat rate of more than \$250 will be penalized by deducting 3 points for each ten dollar increase.
- b. An ALS flat rate of \$250 will be awarded 30 points. For each ten dollar increase in the rate, 3 fewer points will be awarded. A flat rate of less than \$250 will be awarded 1 additional point for each ten dollar decrease. A flat rate of more than \$350 will be penalized by deducting 3 points for each ten dollar increase.
- c. A \$60 charge per ambulance per hour for private standbys will be awarded from zero to 10 points. For each ten dollar increase, 3 fewer points will be awarded.
- d. A proposal which meets the following criteria will be awarded seven and a half points.

For the past two years, using the credentialing population as the reference population, the proposer has had:

- 1) One or fewer lawsuit settlements or judgments or insurance settlements per every 2,000 911-originated responses (BLS/ALS). Only settlements or judgments that were for \$1,000 more related to patient care should be considered.
- 2) One or fewer collisions per every 1,000, 911-originated response. Only collisions with the following characteristics should be considered: 1) those which required a state accident report to be filed and in which the proposer's vehicle was cited by police; or 2) those in which the proposer's insurance company provided a settlement to another party (BLS/ALS);

- 3) One or fewer workers' compensation claims per 1,000 911-originated calls. Only claims which resulted in an award to the employee in excess of \$400 (BLS/ALS) should be considered.

Two and a half points will be awarded for each criterion that is met, to a maximum of seven and a half points.

- e. The proposal does increase the effectiveness and efficiency of the EMS system. The proposal is consistent with the MCC, EMS rules and the ASA Plan. The proposal will be awarded up to ten points.
6. Safety Net: 6.A.
- a. The proposal does provide for adequate ambulance coverage in the event of an employee work stoppage.
 - b. The proposal does provide for adequate ambulance coverage per the RFP requirements in the event of contractor failure or contract revocation. The proposal does provide for ambulances to be turned over for use by the county, and for ready access to the required operating funds. If a performance bond is used, the bond and bonding company must meet all applicable legal standards.

Ambulance Charge Standard

A BLS charge will be made for any ambulance dispatch which results in a transport in which the patient is cared for with only those practices that are defined by ORS as EMT-1 practices.

An ALS charge will be made for any ambulance dispatch which results in a transport in which the patient is cared for with any practice that is defined by ORS as an EMT-2, 3, or 4 level practice.

Examples:

Practice (ALS)	Charge level	
	EMT-1 (BLS)	EMT-2, 3, 4
IV		X
Splinting	X	
CPR	X	
O ₂ Administration	X	
Drugs		X
Epenephrine for Anaphylaxis only	X	
Intubation		X
Cardiac Monitoring		X
Defibrillation		X
Bag Valve Mask	X	

BLS and ALS protocols must serve as a standard of care. No patient must be denied appropriate care based upon a charge level. Also, no patient must be provided care beyond the BLS/ALS protocol standards to gain a higher charge level.

AMBULANCE RATE ACCOUNTABILITY COMMITTEE

Purpose: Review ambulance rates and billing practices for the 911 ambulance contractor. Recommend to the contractor and EMS office changes in billing procedure to correct problems. Recommend to the EMS Policy Advisory Board changes in the rate structure or billing practices of the 911 ambulance contractor based upon: public input, review of billings, advice of the EMS office, advice of the Medical Advisory Board, and any new or changed performance standards or pre-hospital care procedures or equipment.

Method: The committee will consider testimony from two public hearings per year. The committee will consider staff reports which review contractor billing practices. The committee will consider requests from the contractor when any change in contract requirements is considered. In addition, the committee will also consider input from the Medical Advisory Board and contractor on any medically related change which may affect contractor costs.

The committee is to be created by ordinance and appointed pursuant to the Home Rule Charter. Membership:

- Consumer (four years)
- Consumer (three year term)
- Consumer (two year term)
- EMT-4 (two year term)
- Contractor (four year term)
- Medical Advisory Board (two years)
- Multnomah County Medical Society (two years)
- EMS Director

DEFINITIONS

1. Non-emergency Any medical call in which there is no immediate threat to life or limb.
2. Emergency Any medical call in which there is a definite or unknown threat to life or limb and time is of the essence, or any call that is placed to 911 requesting medical aid.
3. Basic Life Support (BLS) The level of care which an EMT-1 may provide. Usually this care will only stabilize a patient and will not result in an improvement in patient condition, (e.g., patient assessment, CPR, splinting, etc.)
4. Advanced Life Support (ALS) The level of care which an EMT-2,3, or 4 can provide. It encompasses all basic life support, plus procedures which can improve the patient's condition, (e.g., defibrillation, IV, drugs, endotracheal intubation, etc.)
5. Code 1 Call The running condition of a patient call or transport in which no lights or siren are used and the ambulance proceeds with the normal traffic flow.
6. Code 3 Call The running condition of a patient call or transport in which lights or siren are used and the ambulance proceeds as rapidly as possible.
7. Private Call A request for transport which originates at the private ambulance company. A private call must be a non-emergency requiring only Code 1 running.
8. Emergency Medical Technician (EMT) An individual who has completed training in the recognition and treatment of medical emergencies in a prehospital environment. The training begins at 110 hours (EMT-1) and progresses to 900+ hours (EMT-4). Certification (EMT-2, 3, 4) is provided by the Board of Medical Examiners.

9. First Responder

A responder who usually only provides BLS care and can arrive on the medical scene in four minutes or less to prevent brain death in a cardiac arrest or complete bleed-out in a severe bleeding situation.

10. BLS Ambulance

An ambulance which is able to provide only BLS and is staffed with at least one EMT-1 and a driver.

11. ALS Ambulance

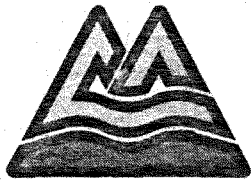
An ambulance which is able to provide ALS/BLS care and is staffed with two EMT 4's.

12. ALS Fire Vehicle

A vehicle operated by a Fire Department which is staffed to the state ALS level (i.e., EMT-3 and EMT-2). The unit may respond either as a sole first responder or as a second first responder unit. A portion of the vehicles do have the ability to transport patients, but normally do not.

13. ASA Plan

A document required by Oregon Statutes. The document provides for state overview of a process which restrains free trade. The plan consists of procedures and specifications which address the effective (coordinated service delivery) and efficient (least costly) provision of ambulance services in a county. The plan must comply with relevant Oregon Rules.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 18, 1988

Ms. Gladys McCoy, Chair of the Board
1021 SW Fourth, Room 134
Portland, OR

Dear Ms. McCoy:

Be it remembered, that at a meeting of the Board of County Commissioners held August 18, 1988, the following action was taken:

In the Matter of [Abolishing] Resolving to	}	RESOLUTION #88-142
Abolish Standing Committees[,]; [Creating]		
Create a Policy Committee; [, Requesting]		
and Request Preparation of a Strategic		
Planning Process		
R-6		

Commissioner McCoy explained the Board has decided that the present Standing Committees do not accomplish its goals, and that another type of Committee is needed.

Following discussion, and upon motion of Commissioner Kafoury, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said Resolution be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Dept. of General Services
Budget & Planning

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the Matter of Abolishing Standing)	
Committees, Creating Policy Committee,)	RESOLUTION
Requesting Preparation of Strategic)	
Planning Process)	

WHEREAS, the Board of County Commissioners has established three standing committees -- strategic planning, finance and intergovernmental relations; and

WHEREAS, the purpose of the strategic planning committee is to review and provide recommendations on all new issues coming before the County having multi-year, Countywide impact and importance; and

WHEREAS, the purpose of the intergovernmental committee is to review existing and future policy and operational issues dealing with the relationship between the County and other governmental agencies; and

WHEREAS, the purpose of the finance committee is the development and review of financial policy and management; and

WHEREAS, the Board of County Commissioners is the legislative branch of County government and is responsible for all policy decisions; and

WHEREAS, all of the standing committees make policy recommendations to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners is responsible for identifying and developing policies that depend heavily on long range planning; and

WHEREAS, the Board of County Commissioners has decided that it will meet as a policy committee which will also serve as the County's strategic committee;

NOW, THEREFORE, BE IT RESOLVED that the three standing committees be abolished and that a Policy Development Committee be established to take over the functions of those committees; and

BE IT FURTHER RESOLVED that the Department of General Services develop a strategic planning process for the Board of County Commissioners' consideration no later than August 25, 1988.

DATED this _____ day of _____, 1988.

BOARD OF COUNTY COMMISSIONERS

By _____
Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

By _____
Assistant County Counsel

2854F/kd

58
J161

August 18, 1988

In the matter of an executive session for the)
purpose of discussing labor negotiation issues)
allowed under ORS 192.660(1)(d))

The Board of County Commissioners held an executive session to discuss labor negotiations with AFSCME Local 88, and authorized Ken Upton, Employee Relations, to continue negotiations as directed by the Board.

August 18, 1988

Informal Meeting in the matter of Multnomah)
County recognizing volunteers in the Gate-)
keeping program.)

Don Eckton, Human Solutions, Inc. Executive Director, thanked those who were instrumental in arranging the program for the day. He stated that "partners" Mt. Hood Mental Health, Human Services Health and Aging Services Divisions are supportive of the Gatekeeper Program. The purpose of the meeting today is to honor those organizations that have made the program successful, and to announce the expansion of the program. He described the program as one that is a volunteer organization in which private and public employees look for signs of elderly citizens who might need help. "he volunteers are trained to recognize situations where these citizens need assistance, and serve as a linkage to agencies providing services. The Gatekeeper makes a phone call to Human Solutions, Inc. who makes a referral to an appropriate agency that makes the home visit to assess needs. He explained the meaning of the Program Logo, and stated twenty one organizations made 2,000 phone calls last year which resulted in 207 referrals; and of those 207 referrals, approximately 60% needed services.

Karen MacIlveney, Portland General Electric, explained the situation she encountered, told how she responded as a Gatekeeper, and was ultimately instrumental in saving a life.

Nancy Bagley explained the person Karen saved was her aunt, and described how Karen's intervention saved her life. She also expressed her appreciation, and described the new living situation her Aunt enjoys today.

Commissioner Anderson stated she feels the program is successful because it puts people in touch with people in need. She thanked the honor roll of businesses involved in the program, and specifically the Fred Meyer Charitable Trust for their grant, their perspicacity, and their caring about the elderly. Joint ventures of government and private business in programs is the best of all worlds.

Marty Lemke, Senior Program Officer - Fred Meyer Charitable Trust, said it is a privilege for Fred Meyer to be a part of the Program, and that this program presented such a compelling case, it was chosen as a company priority. Fred Meyer Inc. social venture capital is spent in communities who have organized what they can do

to enhance the independence of elders, and since this program is successful and protects the privileges of the elderly, it is a dream-come-true for a program officer. She commended the County Commissioners for their leadership in public policy.

Jim McConnell, Aging Services Director, commented that this Program is so simple, he wonders why it was not done long ago. The County has funded Outreach for many years, but now will transfer those funds to the Gatekeeper Program, and make it a county-wide program because it attempts to keep the elderly in their own homes as long as possible. All County Senior Center staff will be trained by Human Solutions, Inc. as gatekeepers.

Commissioner McCoy read and signed a Proclamation which declares August 18, 1988 as Gatekeeper Day in Multnomah County.

NOTE: No Board action was taken on this Proclamation.

Commissioner McCoy and Joe Gorciak, Chair of the Board - Human Solutions, Inc., presented Certificates of Appreciation to the following:

Portland General Electric	Northwest Natural Gas (4)
Pacific Power & Light (2)	U.S. Postal Service (5)
U.S. Bank (3)	General Telephone Company
Mid County Sewer Project	City of Gresham Annex and
Mult. Co. Sheriff Office	Public Works Offices
Portland Fire Department	City of Gresham Fire Dept.
Buck Medical Services	Star Oil Company
Albina Fuel	

The following were not present, but will receive certificates: Sunset Fuel Company, Care Ambulance, AA Ambulance, Retail Druggists Assoc., City of Portland Auditor's Office, and City of Portland Police Bureau, East Precinct.

A reception was held.

Following the formal meeting at 11 AM, Multnomah County will recognize volunteers in the Gatekeeping program. Reception will follow.

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

0397C.32-36

GATEKEEPER RECOGNITION RECEPTION

August 18, 1988
11:00 - 11:45 a.m.

Multnomah County Courthouse
Board Room, Sixth Floor

P R O G R A M

Welcome & Overview of Gatekeeper Program	Don Eckton, Executive Director Human Solutions, Inc.
Gatekeeper Success Story	A Gatekeeper
Acknowledge Fred Meyer Charitable Trust	Pauline Anderson, Multnomah County Commissioner
The Fred Meyer Charitable Trust	Marty Lemke, Senior Program Officer The Fred Meyer Charitable Trust
Announce Expansion County-wide	Jim McConnell, Director, Multnomah County Aging Services Division
Proclaim "Gatekeepers" day	Gladys McCoy, Chair, Multnomah County Board of Commissioners
Recognize Gatekeeper Organizations & Present Certificates	Gladys McCoy, Joe Gorciak, Chair of the Board, Human Solutions, Inc.
Cut Cake & Social Time	All

[0106P:SHR]



Fact Sheet

What is the Gatekeeper Program?

The Gatekeeper Program, operated by Human Solutions Inc., provides an entry mechanism to a network of services designed to meet the special needs of at-risk older adults. The Gatekeeper Program is a component of Elderlink, a 3-year demonstration project designed to identify isolated east County seniors and bring them help at the first signs of distress.

How Does the Program Work?

A social service agency recruits businesses and organizations in the community to serve as partners in the effort to locate vulnerable older adults. Their employees become "Gatekeepers", people who come in contact with older adults during daily work activities and who are trained to recognize seniors who might need help.

Gatekeeper Vital Statistics

- The program began February, 1987
- There are currently 1,966 gatekeepers representing 21 organizations
- 207 referrals have been received from gatekeeper organizations
- 48% of those referred have been helped
- 25% of those referred were already receiving help, and the referral alerted their service provider to new or additional needs they had
- Gatekeepers can refer a senior with a single phone call to Human Solutions, Inc., 248-5200

Gatekeeper Target Area

Original target area: East of 82nd avenue to the Multnomah County line
Expanded target area as of July 1, 1988: All of Multnomah County

How is the Older Adult Helped?

Gatekeeper referrals are linked with services which match their needs and which will preserve their independence and dignity. Some services available to Gatekeeper referrals include:

housekeeping	personal care	home repairs
financial help	shopping assistance	telephone reassurance

Gatekeeper Organizations

Portland General Electric	Gresham Fire Department
Gresham Public Works	Buck Medical Service
Mid-County Sewer Project	Gresham Annexation Office
Retail Oil Credit Managers	General Telephone and Electric
Portland Fire Bureau	Northwest Natural Gas
Pacific Power & Light Co.	Gresham Police Department
Care/TVA Ambulance	Gresham Sanitary Services
City of Portland Auditors	Multnomah County Sheriff's Dept.
U.S. Post Offices	U.S. Bank
AA Ambulance	Retail Druggists Association
Portland Police Bureau-East Precinct	

Gatekeeper Project Participants

Original funding: Fred Meyer Charitable Trust
Expansion funding: Multnomah County ASD and Human Solutions, Inc.
Operation: Human Solutions, Inc. (formerly MCCA)
Administration: Mt. Hood Community Mental Health Center

THE GATEKEEPER PROGRAM: A Closer Look

The Gatekeeper Program is one component of Elderlink, a 3-year demonstration project funded by Fred Meyer Charitable Trust and administered by Mt. Hood Community Mental Health Center. Elderlink was created to identify isolated East Multnomah County seniors and to bring them appropriate help at initial signs of distress. The Gatekeeper Program provides an entry mechanism to the Elderlink network of services which was designed to meet the special needs of impaired older adults.

There is often an invisible "gate" between seniors who need help and the community resources that can help them. To get the help they need, seniors must find the gate and open it. Many older Americans live active, independent lives, or have family or friends who step in to help when necessary. But there is a large group of older people who live alone and have no one with whom they have regular contact. These elderly may simply not know help is available or how to access it, or they may be reluctant to ask for help. Some may be embarrassed by their situation or fearful of losing their independence. Others may be suffering from a physical or mental condition which interferes with their judgement and capacity to understand their problems. With no one watching out for them, these elderly citizens are especially vulnerable when things go wrong. Problems like confusion, unexpected income loss, or health emergencies can quickly worsen if left unchecked, forcing an older adult into serious decline, hospitalization, or even death.

Under contract with Mt. Hood Community Mental Health, Human Solutions Inc. (formerly MCCA) developed the Gatekeeper Program as a way of reaching those older adults who are unable to reach out for help themselves. The program assumes that community and social service organizations are partners in the effort to find vulnerable older adults in need of help to preserve their independence. "Gatekeepers", people who come in contact with older adults during their daily work activities, are trained to recognize those who might be in need of help.

Any person who works with the public is a potential Gatekeeper, and employees whose work takes them to seniors' homes - either in person or by phone - have a special opportunity to help: a postal worker might notice mail or newspapers piling up on a porch; a customer service representative for a utility company may get a call from an older person who can't pay the bill because most of the month's income went to buy medicine; or a meter reader could notice unsanitary or unsafe conditions in the yard or home of a senior.

While some employees have been aware of senior customers who needed help, they haven't known how to help or even if it's appropriate to try. As Gatekeepers, they are given the skills they need to be of real assistance in their community. They learn the signs of a potential problems: things that they can see or observe (a neglected yard or an interruption in a prompt bill payment pattern), things they can smell (strong pet odors), things they can hear (statements like "No one cares"), and things they can feel (a personality change such as withdrawal or hostility).

THE GATEKEEPER PROGRAM: A Closer Look
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When a Gatekeeper identifies an older person needing help, he or she has a single phone number to call that reaches an Information Specialist. They describe their concerns, and a trained case manager investigates the situation, assesses the older person's need for services, and coordinates the delivery of those services.

With 21 organizations now participating as partners in this project, the Gatekeeper Program has become a unique community effort and an effective method for linking older adults with services. This strong and broad-based organizational commitment has produced nearly 2,000 Gatekeepers at work in our community.

Since the project began in February 1987, Gatekeepers have referred 207 individuals, 48% of whom have been provided with or linked with new services. Another 25% were receiving services prior to the referral. Even in these instances Gatekeepers have played a vital role. The timelines of Gatekeeper referrals serves to complement social service agencies case monitoring activities of vulnerable and high-risk older adults through their ability to spot changes in client behavior or circumstances. Gatekeeper referrals can provide social service agencies with the opportunity to intervene prior to a situation evolving into a full-blown crisis.

Gatekeepers are the link between isolated seniors with unattended needs and sources of help. At the very least, they can call attention to a potential problem. And sometimes they can make the difference between life and death.

Based on the success of the Elderlink Gatekeeper Program and an interest and responsibility to identify and reach out to Multnomah County elderly citizens in need, the Multnomah County Aging Services Division is launching a County-wide Gatekeeper Program. The Aging Services Division, Human Solutions Inc., and other aging service providers have begun working together to identify organizations to be targeted for the County-wide program.

By Cathy Clay, Director, Department of Aging Services
Human Solutions, Inc.

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Human Solutions, Inc.

RELEASE: 8/12/88

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Steve Rapp 248-5200

PHOTO, VIDEO, AUDIO OPPORTUNITY: Yes

COUNTY PROCLAIMS "GATEKEEPER DAY" TO HONOR 21 GROUPS WHO FIND, HELP
VULNERABLE ELDERLY;
Project to Expand from East County to all of Multnomah County

The Multnomah County Board of Commissioners will declare Thursday, August 18th "Gatekeeper Day", in honor of businesses, private associations and government agencies that are partners in a unique program to help isolated, frail elderly. The announcement will take place at a ceremony at the Courthouse at 11 a.m. immediately following the weekly meeting of the Commissioners.

The focus of the ceremony is the "Gatekeeper Project". "Gatekeepers" are employees of businesses who are trained to spot, in the course of their regular work, isolated seniors who need any kind of help. If an employee suspects an elderly person is in need of help, he or she calls Human Solutions, Inc., a private non-profit social service agency, that then arranges a visit to the elderly person to offer help.

20 local businesses, business associations and government agencies, that have allowed their employees to be trained as gatekeepers, will be honored at the August 18th ceremony at the County Courthouse. During its first year, the Gatekeeper Program trained nearly 2,000 employees who referred 207 seniors in need of help. Seniors received such help as housekeeping, shopping assistance, transportation, medication monitoring, and mental health counseling.

A featured speaker at the ceremony will be a credit manager for Portland General Electric who made a referral that may have saved the life of a 70 year old woman.

The occasion will also announce the expansion of the project to the entire county as of July 1st this year. The project had been limited to an area east of 82nd Avenue to the County line.

"We're very pleased and excited at the project of expanding this program county-wide" noted Don Eckton, Executive Director of Human Solutions, Inc. "This is the ideal of a public/private partnership that works".

McCoy is scheduled to proclaim "Multnomah County Gatekeeper Day" at 11:30 a.m.. Other speakers will include Marty Lemke, Program Officer of the Fred Meyer Charitable Trust, Jim McConnell, Director of the Multnomah County Aging Services Division, Don Eckton, Executive Director of Human Solutions, Inc., and Pauline Anderson, Multnomah County Commissioner.

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Gatekeeper Day News Release
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Current gatekeeper organizations include the Gresham Police Department, Gresham Sanitary Services, Mid-County Sewer Project, Gresham Annexation Office, Retail Oil Credit Managers, Pacific Power & Light Co., Emergency Medical Service Workers, Portland Fire Bureau, Northwest Natural Gas, and Portland General Electric.

Also the Gresham Fire Department, Gresham Public Works, Portland General Electric, Care Ambulance, Buck Medical Service, City of Portland Auditors, Multnomah County Sheriff's Department, U.S. Post Offices, U.S. Bank, AA Ambulance, and General Telephone and Electric.

The Gatekeeper Program is a component of Elderlink, a 3-year demonstration project funded by the Fred Meyer Charitable Trust. The Elderlink Project is designed to locate and provide comprehensive services to at-risk elderly. The Elderlink Project is administered by the Mt. Hood Community Mental Health Center. Multnomah County Aging Services and Health Services Divisions also play a role in the project.

The program began February, 1987

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[A gatekeeper, corporate representatives and the program manager will be available for interviews]

GATEKEEPER HONOR ROLL

AA Ambulance

Northwest Natural Gas
Co.

Buck Medical Service

Pacific Power & Light Co.

Care/TVA Ambulance

Portland Fire Bureau

General Telephone &
Electric

Portland City Auditors

Gresham Annexation
Office

Portland General Electric

Gresham Fire Dept.

Portland Police Bureau
East Precinct

Gresham Police Dept.

Retail Druggists
Association

Gresham Public Works

Retail Oil Credit
Managers

Gresham Sanitary
Services

U.S. Bank

Mid-County Sewer
Project

U.S. Post Office

Multnomah County
Sheriff's Dept.



GATEKEEPER PROGRAM

Community support for the elderly

"Friendship is a sheltering Tree."
-Samuel Coleridge

The Gatekeeper Program assists vulnerable older Americans. A tree was chosen to symbolize the program because the tree is a symbol of life, growth and strength. Like tree roots in touch with life-giving nutrients in the earth, Gatekeepers are the link between the older person and community services. In many cases, the Gatekeeper Program has saved lives. In other cases, it's given a new lease on life to the person assisted. A successful Gatekeeper Program helps make communities stronger, healthier and certainly friendlier places in which to live.

Belluschi chapel site of birthday celebration

By ANN SULLIVAN
of The Oregonian staff

Much-honored Portland architect Pietro Belluschi will be feted Thursday on his 89th birthday in a fitting place — the Church of Christ the Teacher, the \$1.1 million chapel he designed for the University of Portland.

The unusual two-story building has a wood finish and tile roof. Some people see it as Scandinavian and others say it borrows from the Japanese.

BELLUSCHI

Belluschi himself gives it a more poetic description, saying it has "a timeless quality of a place of worship, with light coming from proper places, proportions correct, materials appropriate, visible and convincing, with a quality of space and proportion." In other words, he said, he designed it "to satisfy the eye as well as the mind."

Belluschi, who has designed more than 50 churches, was born Aug. 18, 1899, in Ancona, Italy, and received an engineering degree before coming to the United States on a scholarship to Cornell University. He worked briefly in the mines in Kellogg, Idaho, before coming to Portland in 1925 to join the firm of A.E. Doyle.

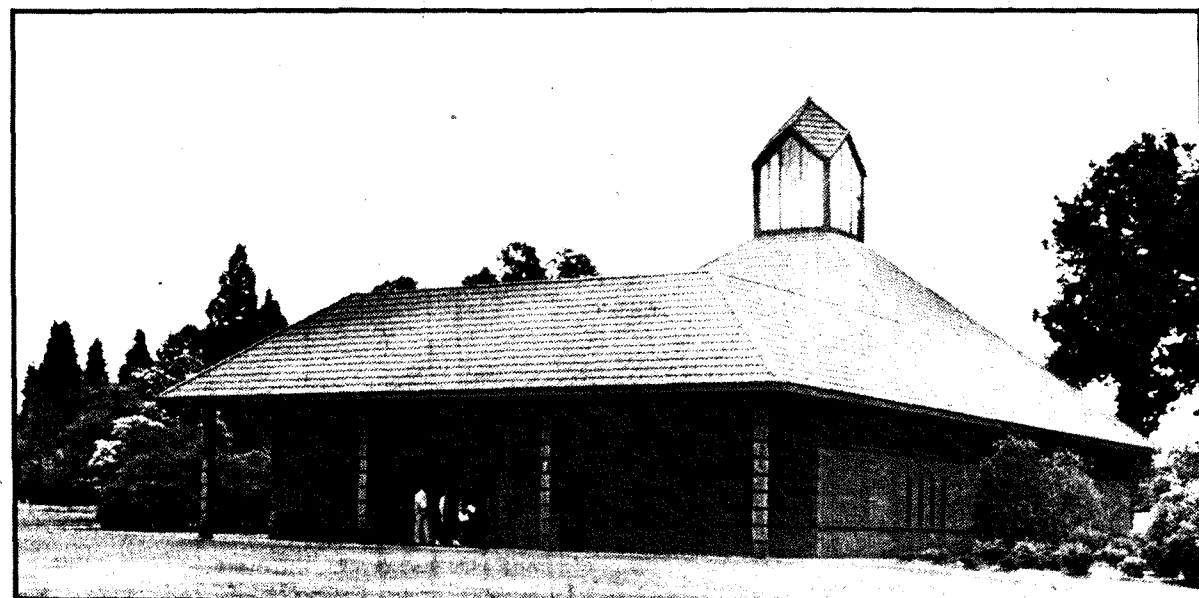
He has designed notable commercial and residential buildings throughout the United States, and is famed for several Portland structures, including the Equitable (now Commonwealth) Building and the Portland Art Museum.

He served as dean of the Massachusetts Institute of Technology's School of Architecture and Planning from 1951 to 1965, finally returning to Portland in 1973.

His birthday event, beginning at 5:15 p.m. Thursday in the chapel, includes a tour from 5:30 to 6:15 p.m., followed by a picnic from 6:15 to 8 p.m. The festivities are part of an American Institute of Architects celebration of Belluschi's life and work that is continuing through this, his 90th year.

The chapel, which seats 500 with no seat farther than 30 feet from the altar, was built with money that had been accumulating since the early 1950s, when a modest personal family inheritance was set aside by the Rev. James Fogarty specifically for the Chapel Building Fund. Fogarty taught sociology at the University of Portland from 1926 to 1931 and then from 1941 to 1965, when he died.

A formal trust was established in the 1960s, and the fund was augmented by the generosity of the Congregation of Holy Cross, university regents, special friends and



The chapel designed by Pietro Belluschi for the University of Portland will be the focus as the famous architect celebrates his 89th birthday Thursday.

The Church of Christ the Teacher was designed "to satisfy the eye as well as the mind."

— Pietro Belluschi

alumni, and investment strategies.

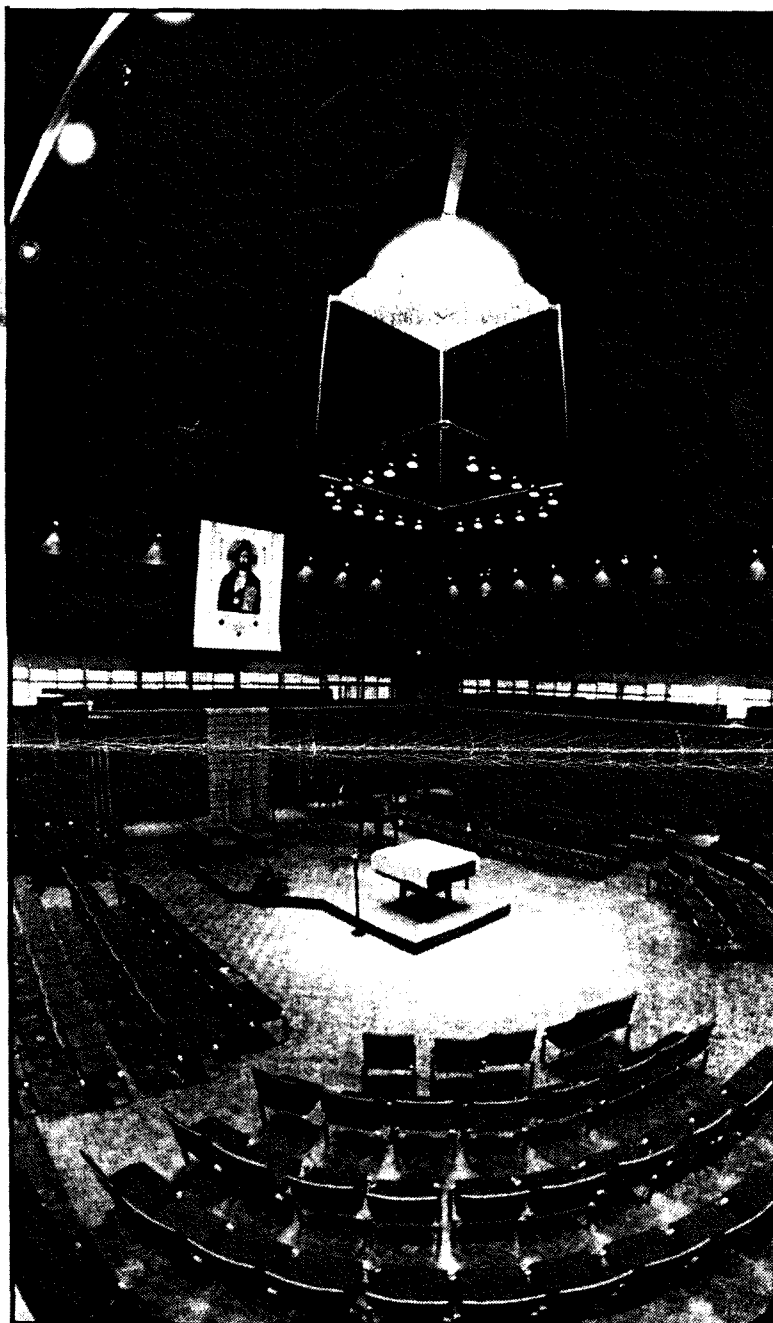
The building, which was dedicated Oct. 5, 1986, features varying pitches of a tile roof, a sunken baptismal font symbolically located at the entrance, and original stained-glass window designs by University of Portland graduate Gerry Veley. The massive carved entrance doors were done by Roy Setziol of Sheridan, a former minister and Army chaplain who was a pastor before devoting himself to art.

Belluschi collaborated with the firm of Yost, Grube, Hail and Carlin on the chapel.

The building hosts student liturgies, selected community liturgical celebrations and the campus ministry program.

Other churches in the Portland area designed by Belluschi include: St. Thomas More Catholic Church, Portland, 1940; Central Lutheran Church, Portland, 1950; Zion Lutheran Church, Portland, 1950; St. Philip Neri Catholic Church, Portland, 1950; Church of Christ the King, Milwaukie, 1980; and St. Matthews Lutheran, Beaverton, 1986.

Under construction is the Disciples of Christ Church in Cedar Hills and Trinity Lutheran Church in Sheridan. Belluschi says he also has plans in mind for a new St. Luke's Episcopal Church in Seattle, and a new synagogue in St. Louis.



Seating for 500 surrounds the chapel altar.

UNIVERSITY OF PORTLAND

UNIVERSITY OF PORTLAND

Big brother keeps eye on elderly

Expansion of project benefiting isolated seniors underway

By WEB RUBLE 8/18/88
of The Oregonian staff

Big brother — 2,000 trained employees of 20 public and private agencies — has been watching East Multnomah County's seniors, and the seniors have benefited greatly from it.

That's the message that Jim McConnell, Multnomah County director of aging services, will bring to the Multnomah County Board of Commissioners when the commissioners meet in a ceremony at 11 a.m. following their business session Thursday.

McConnell will formally announce expansion of the "Gatekeeper" project from east county to all of Multnomah County.

"Gatekeeper" has been a project — serving the area east of 82nd Avenue — to help isolated, elderly and frail seniors who need assistance in housekeeping, shopping, transportation, medication monitoring and mental health counseling. Expansion to a countywide operation already is under way.

Don Keister, assistant to McConnell, said the program has been successful.

"Gatekeepers" are employees who are trained to spot, in the course of their regular work, seniors who may need help.

Employees who find someone who needs help call Human Solutions Inc., a private non-profit social services agency.

Don Eckton, Human Solutions executive director, said that when his agency is notified, its representatives go to the person's home and offer assistance.

Since the Gatekeeper program started in February 1987, it has trained 2,000 employees who have helped 207 seniors.

"It's a very effective program," said Gresham Fire Chief Joe Parrott. "We (fire department) have referred probably half a dozen persons."

He said fire employees have gotten most of their seniors-in-need information from medical assistance runs. "We take care of the first aid problem, then refer the matter to Human Solutions," he said.

He said firefighters and rescue personnel look for unkempt yards, persons who appear disoriented, newspapers lying in a yard even though the house's resident is there, "and things like piles of dirty dishes."

Randy Oliver, Portland General Electric Co. regional manager of community relations, said that PGE is "pleased with the public-private partnership. It is beneficial to the agencies, customers and employees. It provides a one-stop referral for problems we see."

Oliver said the program has provided "open communication, feedback and follow-up."

He said Human Solutions will continue to serve east county seniors who need help.

"Expansion into the county's other seven zones will mean the assistance of other district centers: Southeast Portland, Impact, a private non-profit agency serving the low income and the elderly; North Portland, the St. Johns YWCA; North/Northeast Portland, Urban League; Downtown, Northwest Pilot Project; Southwest, Neighborhood House; Northwest, Friendly House, and Northeast/Hollywood, Hollywood Seniors Program.

Gladys McCoy, Multnomah County Commission chairwoman, will proclaim Gatekeeper Day at the 11 a.m. ceremony Thursday. Other speakers will include McConnell; Eckton; Marty Lemke, program officer of the Fred Meyer Charitable Trust; and Pauline Anderson, a Multnomah County commissioner.

Volunteers invited to Forest Park clean-up party

Portland residents who enjoy ending summer days hiking the trails in Forest Park are encouraged to pitch in to help with the upkeep of the park Saturday during a work party organized by the Bureau of Parks and Recreation.

Volunteers will meet at 8:30 a.m. at the park's headquarters, one block west of Northwest 29th Avenue and Upsher Street, and will carpool to work sites from there.

Park foreman Fred Nilsen will supervise the projects, which will include clearing some of the park's miles of trails, picking ivy, building culverts and cutting benches. Tools will be provided for the organized projects, and Nilsen will work alongside the helpers.

Volunteers are encouraged to wear appropriate clothing and bring lunch. The work parties take place every third Saturday of the month.

Business English offered

Portland Community College will offer an evening English-speaking

IN BRIEF

skills class next month for business professionals with a native language other than English.

The pilot program begins Thursday, Sept. 29, at the Cascade campus and will teach pronunciation and phone skills, verbal and non-verbal communication, and business idioms used on a daily basis, according to Penny Thompson, PCC-Cascade tutor supervisor.

The three-credit course, which ends Dec. 15, costs \$70.50.

Those interested in the class may call the PCC-Cascade Tutoring Center for an oral evaluation and interview.

Evaluations and interviews will be scheduled Sept. 6, 20, 24 and 27.

Hiking program planned

A series of back-country hikes will be offered by the Portland Bureau of Parks and Recreation in a new Saturday program.

Skills in route finding, map reading and back-country preparedness will be taught through demonstrations and discussions. Trips begin at 8 a.m. from Northeast 16th Avenue and Clackamas Street and end there about 6 p.m. Carpools, at 4 cents a mile, may be arranged among participants, and second pick-ups will be made at 8:30 a.m. at various sites.

The fee is \$1 a hike for:

- Mount Hood Wilderness/Cathedral Ridge Loop, Sept. 17, seven miles with elevation gain of 2,000 feet. Second pick-up is in east end of the Gresham Fred Meyer parking lot.

- Mount Adams Wilderness/Stagman Ridge Loop, Sept. 24, eight miles with elevation gain of 1,500 feet. Second pick-up is in Lewis and Clark State Park.

Saturday back-country hikes will be:

- Southern Washington Cascades, Little Baldy to Silver Star, Oct. 1.
- Oregon coast, Oregon Islands

National Wildlife Refuge, Cape Lookout, Oct. 8.

- Mount St. Helens National Volcanic Monument, Oct. 15.

- Southern Washington Cascades, Gifford Pinchot National Forest, Falls Creek Trails, Oct. 22.

- Oxbow County Park, Oct. 29.

- Columbia Gorge, under Yeon Mountain, Nov. 5.

Hotline helpers needed

The Child Abuse Hotline is recruiting volunteer counselors.

Volunteers are needed for after-hours telephone work, screening calls, performing crisis intervention counseling, and arranging for emergency shelter with Child Protective Services.

Volunteers will be given 45 hours of training, including five telephone shifts with a trained counselor and a two-day group training session Oct. 21-22.

Interested persons may contact Jill Spencer at Waverly Children's Home for additional information.